

Academic Arts High School School Board Meeting Agenda

Tuesday, June 20, 2023 | 5:00 pm | Academic Arts High School Room 123
Participation Remotely Via Google Meet

Agenda

- 1. Call to Order:**
- 2. Conflict of Interest Check:**
- 3. Approval/Rejection of June 20, 2023 Agenda:**
- 4. Approval/Rejection of May 16, 2023 Minutes:**
- 5. Public Comments:**
- 6. Financial Report: (Josh MacLachlan - Treasurer, Nate Winter - CLA)**
 - a. **Approval/Rejection of May 2023 financial report**
 - b. **Approval/Rejection of May 2023 disbursements**
- 7. Ex Officio Report: (Davi Hicks)**
- 8. Student Data Report (Josh MacLachlan)**
- 9. Strategic Items:**
 - a. Updates on Reauthorization Evaluation from Authorizer: review of contract draft
 - b. Updates from “Community-Teacher Association”
 - c. Review of TPS practices and “autonomies”
 - d. Review of TPS Committee and TPS lead evaluation methods (second reading)
 - e. Review upcoming board matters:
 - i. Officers
 - ii. Parent members
 - iii. Board training/retreat
- 10. Action Items:**
 - a. Approval / Rejection of FY24 budget
 - b. Approval / Rejection of FY24 academic calendar
 - c. Approval / Rejection FY24-26 contract with authorizer
 - d. Approval / Rejection of Jacqueline Marcell as Teacher board member
 - e. Approval / Rejection of Stephanie Lonetti as Teacher board member
- 11. Adjourn:**

Academic Arts High School School Board Meeting Minutes

Tuesday, May 16, 2023 | 5:00 pm | Academic Arts High School Room 123

Participation Remotely Via Google Meet

Present In-Person: David Gunderman , Josh MacLachlan,

Present Virtually Amber Nelson

Absent: David Massey

Ex Officio: Davi Hicks

Agenda

1. Call to Order:

- a. Josh MacLachlan calls meeting to order at 5.:04pm

2. Conflict of Interest Check:

- a. None to note

3. Approval/Rejection of May 16, 2023 Agenda:

- a. Josh MacLachlan motions to approve May 16, 2023 agenda. David Gunderman seconds.
- b. Discussion:
 - i. No further discussion
- c. Motion passes with following votes:
 - i. Amber Nelson - Aye
 - ii. David Gunderman - Aye
 - iii. Josh MacLachlan - Aye

4. Approval/Rejection of April 18, 2023 Minutes:

- a. Josh MacLachlan motions to approve April 86, 2023 minutes. David Gunderman seconds.
- b. Discussion:
 - i. No further discussion
- c. Motion passes with following votes:

- i. Amber Nelson - Aye
- ii. David Gunderman - Aye
- iii. Josh MacLachlan - Aye

5. Public Comments:

- a. Sarah Franklin - Requests that school calendar get sent out to families as soon as possible so families can plan

6. Financial Report: (Josh MacLachlan - Treasurer, Nate Winter - CLA)

a. Approval/Rejection of April 2023 financial report

- i. Josh MacLachlan motions to approve the April 2023 financial report.

David Gunderman seconds.

- ii. Discussion:

- 1. 83% through year
- 2. Enrollment: 116
 - a. Budgeted ADM: 110
 - b. Current ADM: 112.44
- 3. Cash on hand: \$398K → \$86K decrease from prior month
- 4. Fund Balance: \$523,422
 - a. April Revenues: 85% of budgeted
 - b. April Expenditures: 81% of budgeted
 - i. Chromebooks were a major expense this year
- 5. Items of importance:
 - a. Revised FY23 budget ready for approval.

- iii. Motion passes with following votes:

- 1. Amber Nelson - Aye
- 2. David Gunderman - Aye

3. Josh MacLachlan - Aye

b. Approval/Rejection of April 2023 disbursements

i. Josh MacLachlan motions to approve the April 2023 disbursements.

David Gunderman seconds.

ii. Discussion:

1. No further discussion

iii. Motion passes with following votes:

1. Amber Nelson - Aye

2. David Gunderman - Aye

3. Josh MacLachlan - Aye

7. Ex Officio Report: (Davi Hicks)

Events:

- Prom is May 20
- Valley Fair is May 31

Personnel:

- posted sped position
- in process of hiring due process coordinator
- finishing work agreements for 23-24

Behavior:

- Working together to keeps students in class. Bathrooms continue to be an issue. Staff need to monitor bathrooms now to avoid property damage.
- Getting students outside and active as often as possible.

Finance:

- Developing FY24 budget

Nutrition:

- Kitchen coalition meals still being served every Tuesday

Marketing:

- No updates

Enrollment:

- 2 new students starting this week

Curriculum:

- Teachers using A, B, C, D, NC grading
- SpEd:
- Wellness class working for many students.
- Jay Squad:
- Utilized “5 Whys” in guided training with Jane and Erik from the Regional Centers of excellence.

8. Student Data Report (Josh MacLachlan)

- a. Josh reviews academic goals and AGAME process for exhibit G in upcoming contract

9. Strategic Items:

- a. Updates on Reauthorization Evaluation from Authorizer
 - i. Review Proposed Exhibit G Academic Goals for New Contract
- b. Updates from “Community-Teacher Association”
 - i. Sarah Franklin reviews upcoming CTA events
- c. Review of updates to policies relevant to updates in school’s behavior system (Fifth Reading)
 - i. Removing from agenda until TPS and behavior committee return clarification on difference between “Restorative Assignments” and formal “restorative circles”.
- d. Review of TPS committees’ “Accountability Flowchart”
 - i. Josh reviews development of flowchart and how to use it.
 - ii. Updates need to be made to account for “TPS Lead” position
- e. Review of proposed FY24 calendar
 - i.
- f. Review of TPS Committee evaluation methods
 - i. Josh MacLachlan reviews current TPS evaluation document and process
 - ii. Board will review and approve updated process to evaluate the TPS lead role by the August board meeting.

10. Action Items:

- a. Approval / Rejection of revised FY23 budget
 - i. Josh MacLachlan motions to approve the revised FY23 budget. David Gunderman seconds.

- ii. Discussion:
 - 1. ADM increased to 112
 - 2. Adjustments made for rollover from security system purchase in FY22
 - iii. Motion passes with following votes:
 - 1. Amber Nelson - Aye
 - 2. David Gunderman - Aye
 - 3. Josh MacLachlan - Aye
- b. Approval / Rejection of updates to bylaws relevant to board oversight of school leader(s) (Fifth Reading)
- i. Josh MacLachlan motions to approve the updates to bylaws relevant to board oversight of school leader(s). David Gunderman seconds.
 - ii. Discussion:
 - 1. Josh MacLachlan reviews purpose of update: to formalize the boards role of oversight of employment of the TPS lead
 - iii. Motion passes with following votes:
 - 1. Amber Nelson - Aye
 - 2. David Gunderman - Aye
 - 3. Josh MacLachlan - Aye
- c. Approval / Rejection of seating of David Sorenson to board as teacher member
- i. Josh MacLachlan motions to approve the updates to bylaws relevant to board oversight of school leader(s). David Gunderman seconds.
 - ii. Discussion:
 - 1. David Sorenson introduces himself to board and board members ask questions:

- a. 20+ years working in charter schools
- b. Extensive environmental ed experience
- c. Loves school
- d. Excited to serve on board

iii. Motion passes with following votes:

- 1. Amber Nelson - Aye
- 2. David Gunderman - Aye
- 3. Josh MacLachlan - Aye

iv.

11. Adjourn:

- a. Amber Nelson motions to adjourn at 7:17pm



- May 2023 -

Financial Statements

Prepared By:

Nate Winter



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Academic Arts High School Executive Summary

To accompany the May 2023 financial statements, as presented to the School Board

** As of month-end, 92% of the year was complete

Enrollment

- Current Approved Budget: 110
- Current School Enrollment: 115
- Current Average ADM: 112.55
- Variance: 5

Statement of Activities

Cash at the end of May was \$346K, which is a \$52K decrease from the prior month. The current year estimated state receivable that is owed to the School through month end was \$224K. The prior year state receivable owed to the school is at \$19K.

The beginning fund balance for the year is \$523,422.

Schedule of Budget and Actual Revenue and Expenses

The % of Budget column is where the School was for the month of May:

- Revenues for the month were at 93% of budget:
 - Two IDEAS payments on the 15th and 30th.
 - Normally monthly deposits
- Expenditures for the month were at 93% of budget:
 - Normal monthly payments of rent, benefits, contracted services, and supplies went out
 - End of the year events.

Other Items of Importance

- AAHS and CLA have completed a draft of the FY24 original budget which is available for the board's review and approval at the June meeting.

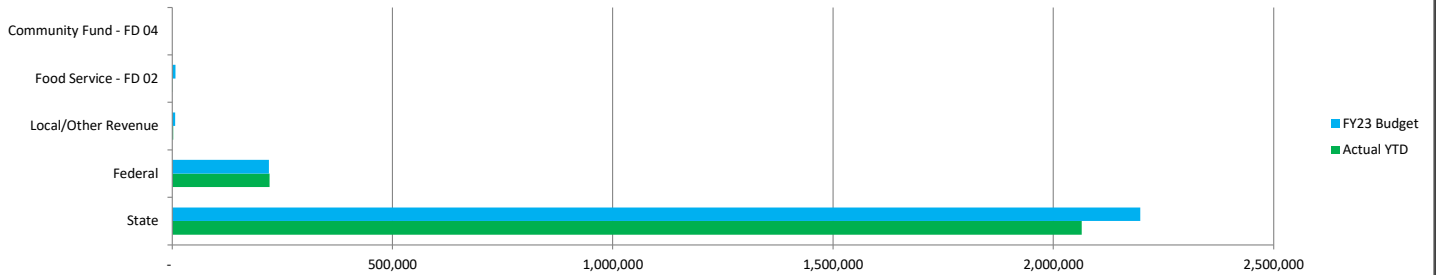
Academic Arts High School Financial Dashboard

May 2023 92% of School Year Complete

REVENUE

<u>Total Revenue this Month</u> \$167,946	<u>Total Revenue YTD</u> \$2,288,607	<u>Budgeted Revenue FY23</u> \$2,452,113	<u>% of Revenue Budget</u> 93%
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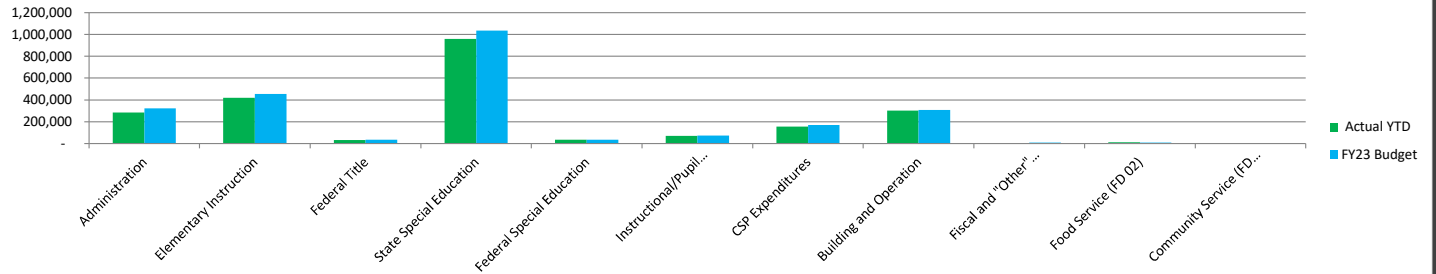
Revenue - Actual vs. Budget



EXPENSE

<u>Total Expense this Month</u> \$219,751	<u>Total Expense YTD</u> \$2,266,844	<u>Budgeted Expense FY23</u> \$2,448,676	<u>% of Expense Budget</u> 93%
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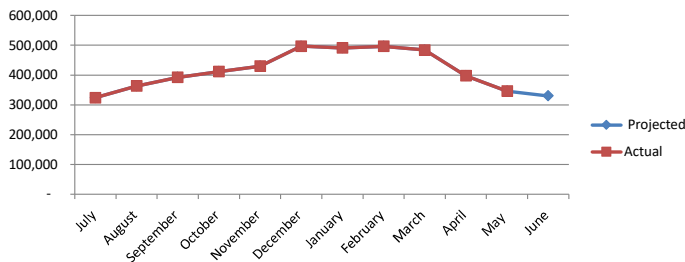
Expense - Actual vs. Budget



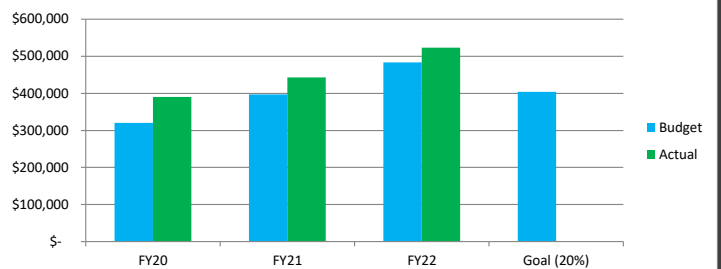
BALANCE SHEET

<u>Cash at End of Month</u> \$345,965	<u>Cash at End of Prior Month</u> \$397,771	<u>Beginning Fund Balance - FY23</u> \$523,422	<u>Budgeted Fund Balance - End of FY23</u> \$526,857
<u>Cash at Beginning of Year</u> \$269,421	<u>Projected Cash Balance- End of FY23</u> \$329,992	<u>Fund Balance at Month End</u> \$545,184	<u>Long-Term Fund Balance Goal (20%)</u> \$403,831

Cash Flow Projection



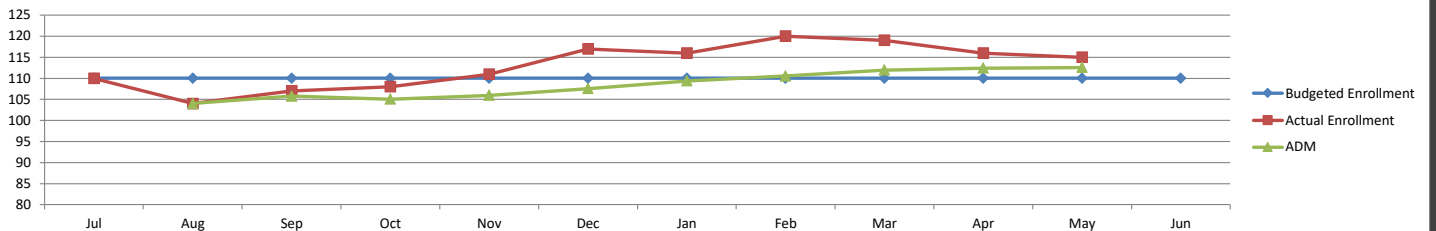
Fund Balance - Budget vs. Actual



ENROLLMENT

<u>Actual Enrollment at Month End</u> 115	<u>Budgeted Enrollment</u> 110	<u>Actual ADM - YTD</u> 113	<u>Actual vs. Budgeted Enrollment Variance</u> 5
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Actual vs. Budgeted Enrollment



Academic Arts High School

Comparative Balance Sheet - All Funds

As of May 2023

	Current Month	Prior Month	\$ Change	Audited	YTD \$ Change
	5/31/2023	4/30/2023		6/30/2022	
ASSETS:					
Current Assets:					
Cash	345,965	397,771	(51,806)	269,421	76,545
Accounts Receivable	-	-	-	-	-
Due from MDE - Prior Year Receivable	18,572	18,572	(0)	-	18,572
Due from MDE - Current Year Estimate	224,428	204,657	19,771	318,272	(93,844)
Due from Federal	94,538	74,011	20,527	69,633	24,905
Prepays	15,287	26,976	(11,689)	30,314	(15,027)
Total Current Assets	698,791	721,987	(23,197)	687,639	11,151
Capital Assets:					
Buildings and Equipment	-	-	-	-	-
Less: Accumulated Depreciation	-	-	-	-	-
Total Net Capital Assets	-	-	-	-	-
TOTAL ASSETS	698,791	721,987	(23,197)	687,639	11,151
LIABILITIES:					
Current Liabilities:					
Salaries Payable	151,751	159,955	(8,204)	119,008	32,743
Accounts Payable	-	-	0	9,571	(9,571)
Payroll Liabilities	1,856	5,583	(3,727)	35,639	(33,783)
Other Liabilities	-	-	-	-	-
Unearned Revenue	-	-	-	-	-
Line of Credit	-	-	-	-	-
Total Current Liabilities	153,606	165,538	(11,932)	164,218	(10,611)
FUND BALANCE					
Beginning Fund Balance as of July 1, 2022	523,422	523,422	-	442,749	
Net Income, FY2023 to Date	21,763	33,027	(11,264)	80,673	(58,910)
Ending Fund Balance	545,184	556,449	(11,265)	523,422	21,763
TOTAL FUND BALANCE	545,184	556,449	(11,265)	523,422	21,763
TOTAL LIABILITIES AND FUND BALANCE	698,791	721,987	(23,196)	687,639	11,151

No assurance is provided on these financial statements and supplementary information. See selected information.

Academic Arts High School

Balance Sheet

As of May 2023

	ALL FUNDS	<i>General Fund</i>	<i>Food Service</i>	<i>Community Fund</i>	<i>Capital Assets</i>
	Total	FD 01	FD 02	FD 04	FD 98
ASSETS:					
Current Assets:					
Cash	345,965	358,028	(12,063)	-	-
Accounts Receivable	-	-	-	-	-
Due from MDE - Prior Year Receivable	18,572	18,572	-	-	-
Due from MDE - Current Year Estimate	224,428	224,428	-	-	-
	-	-	-	-	-
Due from Federal	94,538	94,538	-	-	-
Prepays	15,287	15,287	-	-	-
Total Current Assets	698,791	710,853	(12,063)	-	-
Capital Assets					
Buildings and Equipment (Less) Depreciation					
Total Net Capital Assets	-				-
TOTAL ASSETS	698,791	710,853	(12,063)	-	-
LIABILITIES:					
Current Liabilities:					
Salaries Payable	151,751	151,751	-	-	-
Accounts Payable	-	-	-	-	-
Payroll Liabilities	1,856	1,856	-	-	-
Other Liabilities	-	-	-	-	-
Unearned Revenue	-	-	-	-	-
Line of Credit	-	-	-	-	-
Total Current Liabilities	153,604	153,606	-	-	-
FUND BALANCE					
Beginning Fund Balance as of July 1, 2022	523,422	523,422	-	-	-
Net Income, FY 2023 to Date	21,763	33,825	(12,063)	-	-
Ending Fund Balance	545,184	557,247	(12,063)	-	-
Investment in Capital Assets	-				-
TOTAL LIABILITES AND FUND BALANCE	698,791	710,853	(12,063)	-	-

Academic Arts High School
 Income Statement - Variance
 As of May 2023

92% of Fiscal Year 2022-2023 Complete

Approved
 5/16/23

	YTD Actual	YTD Budget	YTD Variance	FY23 Original Budget	% of Budget
FUND 01					
DISTRICT REVENUE - GENERAL FUND					
Local & Other	2,898	6,783	(3,886)	7,400	39%
State - Gen. Ed. Aid	949,239	982,898	(33,659)	1,072,252	89%
State - Special Education/ADSSIS	870,160	850,288	19,872	927,587	94%
State - Lease Aid	-	161,885	(161,885)	176,602	0%
State - Other	20,831	19,355	1,476	21,115	99%
Estimated State Holdback Recognized	224,428	-	-	-	N/A
PY Over/Under Accrual	-	-	-	-	N/A
Federal - ESSER	135,335	-	135,335	150,616	90%
Federal - COVID-19 Testing Grant	19,419	-	19,419	20,000	0%
Federal - Title	30,616	30,603	13	33,385	92%
Federal - Special Ed.	35,656	32,685	2,972	35,656	100%
TOTAL DISTRICT REVENUE - GENERAL FUND	2,288,582	2,084,497	204,085	2,444,613	94%
DISTRICT EXPENDITURES - GENERAL FUND					
Administration & District Support Services					
Salary & Benefits	159,509	157,843	1,666	172,193	93%
Purchased Services	100,951	105,417	(4,465)	115,000	88%
Supplies & Equipment	7,865	16,500	(8,635)	18,000	44%
Other Fees	15,934	16,051	(117)	17,510	91%
Total Administration & District Support Expenditures	284,260	295,811	(11,551)	322,703	88%
Instructional Expenditures					
Salary & Benefits	382,201	379,542	2,659	414,046	92%
Purchased Services	11,526	12,746	(1,220)	13,905	83%
Supplies & Equipment	24,555	23,375	1,180	25,500	96%
Other Fees	-	-	-	-	0%
Total Instructional Expenditures	418,282	415,663	2,619	453,451	92%
Federal Title					
Salary & Benefits	28,480	28,480	-	31,069	92%
Purchased Services	2,136	2,123	13	2,316	92%
Supplies & Equipment	-	-	-	-	0%
Other Fees	-	-	-	-	0%
Total Federal Title Expenditures	30,616	30,603	13	33,385	92%
State Special Education/ADSSIS					
Salaries/Wages and Benefits	884,269	872,236	12,033	951,531	93%
Purchased Services	25,489	37,767	(12,278)	41,200	62%
Supplies & Equipment	2,738	4,583	(1,845)	5,000	55%
Transportation	46,058	34,933	11,125	38,109	121%
Other Fees	-	-	-	-	0%
Total State Special Education Expenditures	958,554	949,520	9,034	1,035,840	93%
Federal Special Education/CEIS					
Salaries/Wages and Benefits	-	-	-	4,500	0%
Purchased Services	18,829	13,750	5,079	15,000	126%
Supplies & Equipment	16,827	14,809	2,018	16,156	104%
Other Fees	-	-	-	-	0%
Total Federal Special Education Expenditures	35,656	28,559	7,097	35,656	100%

No assurance is provided on these financial statements and supplementary information. See selected information.

	YTD Actual	YTD Budget	YTD Variance	FY23 Original Budget	% of Budget
Instructional/Pupil Support					
Salary & Benefits	47,754	47,754	-	52,095	92%
Purchased Services	22,281	19,708	2,572	21,500	104%
Supplies & Equipment	-	-	-	-	0%
Other Fees	-	-	-	-	0%
Total Instructional Support Expenditures	70,035	67,462	2,572	73,595	95%
ESSER/COVID19 Funding					
ESSER	135,335	138,065	(2,730)	150,616	90%
COVID19 Testing Grant	19,419	-	19,419	20,000	97%
Total Instructional Support Expenditures	154,754	138,065	16,689	170,616	91%
Building & Operations					
Salaries/Wages and Benefits	-	-	-	-	0%
Purchased Services	80,163	62,746	17,417	68,450	117%
Facilities Lease	188,575	188,575	(0)	205,718	92%
Supplies & Equipment	25,107	23,383	1,724	25,509	98%
Other Fees	8,755	8,025	730	8,755	100%
Total Building & Operations Expenditures	302,600	282,729	19,871	308,432	98%
Fiscal & Other Fixed Cost Programs					
Purchased Services	-	-	-	-	0%
Transfers to Other Funds	-	7,500	-	7,500	0%
Total Fiscal & Other Fixed Cost Programs Expend.	-	7,500	(7,500)	7,500	112%
TOTAL DISTRICT EXPENDITURES - GENERAL FUND	2,254,757	2,215,912	38,845	2,441,176	92%
GENERAL FUND (01) - NET INCOME	33,825	(131,415)	165,241	3,436	
FUND 02					
DISTRICT REVENUE - FOOD SERVICE FUND					
Local & Other	25	-	25	-	0%
State	-	-	-	-	0%
Federal	-	-	-	-	0%
Transfers from Other Funds	-	6,875	(6,875)	7,500	0%
TOTAL DISTRICT REVENUE - FOOD SERVICE FUND	25	6,875	(6,850)	7,500	0%
DISTRICT EXPENDITURES - FOOD SERVICE FUND					
Salaries/Wages and Benefits	-	-	-	-	0%
Purchased Services	12,088	6,875	5,213	7,500	161%
Supplies & Equipment	-	-	-	-	0%
TOTAL DISTRICT EXPENDITURES - FOOD SERVICE FUND	12,088	6,875	5,213	7,500	161%
FOOD SERVICE FUND (02) - NET INCOME	(12,063)	-	(12,063)	-	
TOTAL REVENUES - ALL FUNDS	2,288,607	2,091,372	197,235	2,452,113	93%
TOTAL EXPENDITURES - ALL FUNDS	2,266,844	2,222,787	44,057	2,448,676	93%
NET INCOME (LOSS) - ALL FUNDS	21,763	(131,415)	153,178	3,436	
Beginning Fund Balance 7/1/2022	523,422			523,422	
Ending Fund Balance	545,184			526,857	

No assurance is provided on these financial statements and supplementary information. See selected information.

**Academic Arts High School
May 2023 Payment Register**

District #	Payment #	Bank	Check #	Pay Type	Payment Date	Vendor #	Vendor	Curr	Amount	Financials
4119	10438	AB		WX	5/31/2023	1196	St. Paul Publishing Company	USD \$	221.82	Admin Purchased Services
4119	10439	AB		WX	5/31/2023	1368	HOLIDAY STATIONSTORES, LLC	USD \$	69.08	State SPED Transportation
4119	10440	AB		WX	5/31/2023	1368	HOLIDAY STATIONSTORES, LLC	USD \$	69.86	State SPED Transportation
4119	10441	AB		WX	5/31/2023	1368	HOLIDAY STATIONSTORES, LLC	USD \$	68.32	State SPED Transportation
4119	10442	AB		WX	5/31/2023	1368	HOLIDAY STATIONSTORES, LLC	USD \$	67.35	State SPED Transportation
4119	10443	AB		WX	5/31/2023	1368	HOLIDAY STATIONSTORES, LLC	USD \$	68.29	State SPED Transportation
4119	10444	AB		WX	5/31/2023	1409	Valleyfair	USD \$	3,068.00	Instructional PS
4119	10445	AB		WX	5/31/2023	1559	Bobby and Steve's Auto World	USD \$	65.69	State SPED Transportation
4119	10446	AB		WX	5/31/2023	1570	Marathon Gas Station	USD \$	77.01	State SPED Transportation
4119	10447	AB		WX	5/31/2023	1570	Marathon Gas Station	USD \$	64.02	State SPED Transportation
4119	10448	AB		WX	5/31/2023	1570	Marathon Gas Station	USD \$	64.00	State SPED Transportation
4119	10449	AB		WX	5/31/2023	1608	Costco	USD \$	419.94	Instructional PS
4119	10450	AB		WX	5/31/2023	1611	Goodwill	USD \$	36.95	Instructional PS
4119	10451	AB		WX	5/31/2023	1759	Northfield Lines	USD \$	1,609.26	I/PS Purchased Services
4119	10452	AB		WX	5/31/2023	1775	Ford	USD \$	697.19	State SPED Transportation
4119	10453	AB		WX	5/31/2023	1775	Ford	USD \$	1,608.76	State SPED Transportation
4119	10454	AB		WX	5/31/2023	1775	Ford	USD \$	2,452.19	State SPED Transportation
4119	10455	AB		WX	5/31/2023	1778	Teacherspay teachers	USD \$	1.00	Instructional S&E
4119	10456	AB		WX	5/31/2023	1778	Teacherspay teachers	USD \$	10.72	Instructional S&E
4119	10457	AB		WX	5/31/2023	1833	Old National Bank	USD \$	1.14	Admin Purchased Services
4119	10458	AB		WX	5/31/2023	1856	CliftonLarsonAllen LLP	USD \$	5,045.59	Admin Purchased Services
4119	10458	AB		WX	5/31/2023	1856	CliftonLarsonAllen LLP	USD \$	4,627.70	Admin Purchased Services
4119	10459	AB		WX	5/31/2023	1856	CliftonLarsonAllen LLP	USD \$	4,460.00	Admin Purchased Services
4119	10460	AB		WX	5/31/2023	1883	Alerus	USD \$	97.44	Payroll Liabilities
4119	10461	AB		WX	5/31/2023	1883	Alerus	USD \$	97.44	Payroll Liabilities
4119	10462	AB		WX	5/31/2023	1883	Alerus	USD \$	50.00	Payroll Liabilities
4119	10463	AB		WX	5/31/2023	1886	TRA	USD \$	5,107.03	Payroll Liabilities
4119	10464	AB		WX	5/31/2023	1886	TRA	USD \$	6,031.90	Payroll Liabilities
4119	10465	AB		WX	5/31/2023	1887	PERA	USD \$	2,423.87	Payroll Liabilities
4119	10466	AB		WX	5/31/2023	1887	PERA	USD \$	2,903.22	Payroll Liabilities
4119	10467	AB		WX	5/31/2023	1888	IRS	USD \$	10,823.80	Payroll Liabilities
4119	10468	AB		WX	5/31/2023	1888	IRS	USD \$	13,661.49	Payroll Liabilities
4119	10469	AB		WX	5/31/2023	1889	MN Dept of Revenue	USD \$	1,725.94	Payroll Liabilities
4119	10470	AB		WX	5/31/2023	1889	MN Dept of Revenue	USD \$	2,262.72	Payroll Liabilities
4119	10471	AB		WX	5/31/2023	1910	MN UI FUND	USD \$	935.00	Payroll Liabilities
4119	10472	AB		WX	5/31/2023	1924	Skyroam, INC	USD \$	99.00	Instructional PS
4119	10473	AB		WX	5/31/2023	1924	Skyroam, INC	USD \$	99.00	Instructional PS
4119	10474	AB		WX	5/31/2023	1924	Skyroam, INC	USD \$	99.00	Instructional PS
4119	10475	AB		WX	5/31/2023	2040	LA Fitness	USD \$	43.04	Instructional PS
4119	10476	AB		WX	5/31/2023	2040	LA Fitness	USD \$	37.66	Instructional PS
4119	10477	AB		WX	5/31/2023	2040	LA Fitness	USD \$	37.66	Instructional PS
4119	10478	AB		WX	5/31/2023	2040	LA Fitness	USD \$	37.66	Instructional PS

No assurance is provided on these financial statements and supplementary information. See selected information.

4119	10479	AB	WX	5/31/2023	2040	LA Fitness	USD \$	43.04	Instructional PS
4119	10480	AB	WX	5/31/2023	2040	LA Fitness	USD \$	37.66	Instructional PS
4119	10481	AB	WX	5/31/2023	2040	LA Fitness	USD \$	37.66	Instructional PS
4119	10482	AB	WX	5/31/2023	2046	Texas State Disbursement Unit	USD \$	97.62	Payroll Liabilities
4119	10483	AB	WX	5/31/2023	2046	Texas State Disbursement Unit	USD \$	211.50	Payroll Liabilities
4119	10484	AB	WX	5/31/2023	2046	Texas State Disbursement Unit	USD \$	211.50	Payroll Liabilities
4119	10485	AB	WX	5/31/2023	2046	Texas State Disbursement Unit	USD \$	211.50	Payroll Liabilities
4119	10486	AB	WX	5/31/2023	2059	Planet Fitness	USD \$	52.74	Federal SPED PS
4119	10487	AB	WX	5/31/2023	2059	Planet Fitness	USD \$	26.89	Federal SPED PS
4119	10488	AB	WX	5/31/2023	2063	Roku	USD \$	8.60	Instructional S&E
4119	10489	AB	WX	5/31/2023	2064	Xcel Energy	USD \$	952.72	B/O Purchased Services
4119	10491	AB	WX	5/31/2023	1101	CUB FOODS	USD \$	66.45	Instructional S&E
4119	10492	AB	WX	5/31/2023	1101	CUB FOODS	USD \$	51.41	Instructional S&E
4119	10493	AB	WX	5/31/2023	1101	CUB FOODS	USD \$	4.49	Instructional S&E
4119	10494	AB	WX	5/31/2023	1158	JIMMY JOHN'S	USD \$	155.46	Federal SPED S&E
4119	10495	AB	WX	5/31/2023	1173	MINNESOTA LOCKS	USD \$	3.50	B/O Supplies & Equipment
4119	10496	AB	WX	5/31/2023	1307	Walmart	USD \$	46.80	Instructional S&E
4119	10497	AB	WX	5/31/2023	1342	starbucks	USD \$	14.74	Federal SPED S&E
4119	10498	AB	WX	5/31/2023	1342	starbucks	USD \$	26.18	Federal SPED S&E
4119	10499	AB	WX	5/31/2023	1348	target	USD \$	48.80	Federal SPED S&E
4119	10500	AB	WX	5/31/2023	1348	target	USD \$	43.60	Federal SPED S&E
4119	10501	AB	WX	5/31/2023	1348	target	USD \$	32.36	Federal SPED S&E
4119	10502	AB	WX	5/31/2023	1348	target	USD \$	22.27	Instructional S&E
4119	10503	AB	WX	5/31/2023	1348	target	USD \$	15.99	Instructional S&E
4119	10504	AB	WX	5/31/2023	1348	target	USD \$	62.25	Instructional S&E
4119	10505	AB	WX	5/31/2023	1375	McDonalds	USD \$	16.84	Federal SPED S&E
4119	10506	AB	WX	5/31/2023	1608	Costco	USD \$	184.76	Federal SPED S&E
4119	10507	AB	WX	5/31/2023	1608	Costco	USD \$	120.00	Federal SPED S&E
4119	10508	AB	WX	5/31/2023	1608	Costco	USD \$	232.34	Federal SPED S&E
4119	10509	AB	WX	5/31/2023	1608	Costco	USD \$	27.58	Federal SPED S&E
4119	10510	AB	WX	5/31/2023	1608	Costco	USD \$	231.27	Federal SPED S&E
4119	10511	AB	WX	5/31/2023	1608	Costco	USD \$	32.96	Instructional S&E
4119	10512	AB	WX	5/31/2023	1608	Costco	USD \$	428.39	Instructional S&E
4119	10513	AB	WX	5/31/2023	1755	Subway	USD \$	12.25	Federal SPED S&E
4119	10514	AB	WX	5/31/2023	1755	Subway	USD \$	59.94	Federal SPED S&E
4119	10515	AB	WX	5/31/2023	1760	Hobby Lobby	USD \$	55.36	Federal SPED S&E
4119	10516	AB	WX	5/31/2023	1760	Hobby Lobby	USD \$	15.48	Federal SPED S&E
4119	10517	AB	WX	5/31/2023	1784	U of MN	USD \$	144.00	Instructional PS
4119	10518	AB	WX	5/31/2023	1795	Aldi	USD \$	38.04	Federal SPED S&E
4119	10519	AB	WX	5/31/2023	2060	Anytime Fitness	USD \$	20.00	Federal SPED PS
4119	10520	AB	WX	5/31/2023	2060	Anytime Fitness	USD \$	20.00	Federal SPED PS
4119	10521	AB	WX	5/31/2023	2066	Hawthorn Parking Ramp	USD \$	16.00	Admin Purchased Services
4119	10522	AB	WX	5/31/2023	2066	Hawthorn Parking Ramp	USD \$	16.00	Admin Purchased Services
4119	10523	AB	WX	5/31/2023	2067	UBER	USD \$	31.25	State SPED Transportation
4119	10524	AB	WX	5/31/2023	2067	UBER	USD \$	31.25	State SPED Transportation
4119	10525	AB	WX	5/31/2023	2067	UBER	USD \$	31.25	State SPED Transportation

No assurance is provided on these financial statements and supplementary information. See selected information.

4119	10526	AB		WX	5/31/2023	2067	UBER	USD \$	30.88	State SPED Transportation
4119	10527	AB		WX	5/31/2023	2067	UBER	USD \$	30.05	State SPED Transportation
4119	10528	AB		WX	5/31/2023	2067	UBER	USD \$	31.25	State SPED Transportation
4119	10529	AB		WX	5/31/2023	2067	UBER	USD \$	30.32	State SPED Transportation
4119	10530	AB		WX	5/31/2023	2067	UBER	USD \$	30.70	State SPED Transportation
4119	10531	AB		WX	5/31/2023	2067	UBER	USD \$	31.25	State SPED Transportation
4119	10532	AB		WX	5/31/2023	2067	UBER	USD \$	31.25	State SPED Transportation
4119	10533	AB		WX	5/31/2023	2067	UBER	USD \$	31.19	State SPED Transportation
4119	10534	AB		WX	5/31/2023	2067	UBER	USD \$	31.15	State SPED Transportation
4119	10535	AB		WX	5/31/2023	2068	Benihana Mall of America	USD \$	252.00	Instructional PS
4119	10536	AB		WX	5/31/2023	1324	Teachers on Call	USD \$	525.30	Instructional PS
4119	10537	AB		WX	5/31/2023	1997	Midwest Insurance Company	USD \$	632.00	Payroll Liabilities
4119	10538	AB		WX	5/31/2023	1608	Costco	USD \$	259.51	Instructional S&E
4119	10539	AB		WX	5/31/2023	1493	Premium Water Inc	USD \$	87.49	Admin Purchased Services
4119	10540	AB		WX	5/31/2023	1575	Southview Office CenterLLC	USD \$	23,199.63	B/O Lease & Utilities
4119	10426	AB	6940	CH	5/15/2023	1848	Minnesota Attorney Generals Office	USD \$	25.00	Admin Purchased Services
4119	10429	AB	6941	CH	5/24/2023	1146	cmERDC	USD \$	150.00	Admin Purchased Services
4119	10429	AB	6941	CH	5/24/2023	1146	cmERDC	USD \$	2,350.00	Admin Purchased Services
4119	10429	AB	6941	CH	5/24/2023	1146	cmERDC	USD \$	50.00	Admin Purchased Services
4119	10431	AB	6942	CH	5/24/2023	1849	Comcast Business	USD \$	164.37	Admin Purchased Services
4119	10435	AB	6943	CH	5/24/2023	2061	Davionna Hicks	USD \$	216.40	Admin Purchased Services
4119	10427	AB	6944	CH	5/24/2023	1015	DESIGNS FOR LEARNING	USD \$	1,886.50	State SPED PS
4119	10434	AB	6945	CH	5/24/2023	2036	Integrative Therapy	USD \$	90.00	State SPED PS
4119	10434	AB	6945	CH	5/24/2023	2036	Integrative Therapy	USD \$	150.00	State SPED PS
4119	10434	AB	6945	CH	5/24/2023	2036	Integrative Therapy	USD \$	517.50	State SPED PS
4119	10434	AB	6945	CH	5/24/2023	2036	Integrative Therapy	USD \$	75.00	State SPED PS
4119	10428	AB	6946	CH	5/24/2023	1034	METRO TRANSIT	USD \$	5,000.00	I/PS Purchased Services
4119	10432	AB	6947	CH	5/24/2023	1879	MN PEIP - C/O MMB Fiscal Services	USD \$	14,683.07	Payroll Liabilities
4119	10436	AB	6948	CH	5/24/2023	2062	NRP	USD \$	41.79	Instructional S&E
4119	10430	AB	6949	CH	5/24/2023	1473	US Bancorp Equipment Finance	USD \$	446.14	I/PS Purchased Services
4119	10433	AB	6950	CH	5/24/2023	1948	Yummy	USD \$	509.50	Food Service
4119	10433	AB	6950	CH	5/24/2023	1948	Yummy	USD \$	455.00	Food Service
4119	10437	AB	6951	CH	5/31/2023	1533	Tamera Pulver	USD \$	13,750.00	Federal SPED PS
4119	10490	AB	305000000	CH	5/22/2023	2065	Peggy Schaff	USD \$	350.00	FIN 170 Award
Total:								USD \$	141,841.68	

No assurance is provided on these financial statements and supplementary information. See selected information.

Academic Arts High School Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1832	4119	AB	CR0523													
05.03.23	Amazon Smile			2008	Credit	A	05/03/23	Wire	1	c1	Misc					
							4119	R	01	005	000	000	096	000		05.03.23 Amazon Smile
															5.00	0.00
Receipt Total:														\$5.00	\$0.00	
Deposit Total:														\$5.00	\$0.00	
1834	4119	AB	CR0523													
05.15.23	IDEAS Payment			2009	Credit	A	05/15/23	Wire	1	c1	Misc					
							4119	R	01	005	000	000	211	000		FY23 General Education Aid
							4119	R	01	005	000	740	360	000		FY23 State Special Ed Aid
															74,445.26	0.00
															9,517.28	0.00
Receipt Total:														\$83,962.54	\$0.00	
Deposit Total:														\$83,962.54	\$0.00	
1836	4119	AB	CR0523													
05.19.23	Amazon Smile			2010	Credit	A	05/19/23	Wire	1	c1	Misc					
							4119	R	01	005	000	000	096	000		05.19.23 Amazon Smile
															15.67	0.00
Receipt Total:														\$15.67	\$0.00	
Deposit Total:														\$15.67	\$0.00	
1837	4119	AB	CR0523													
05.30.23	IDEAS Payment			2011	Credit	A	05/30/23	Wire	1	c1	Misc					
							4119	R	01	005	000	740	360	000		FY23 State Special Ed Aid
															83,962.54	0.00
Receipt Total:														\$83,962.54	\$0.00	
Deposit Total:														\$83,962.54	\$0.00	
Report Total:														\$167,945.75	\$0.00	

No assurance is provided on these financial statements and supplementary information. See selected information.

**Academic Arts High School
Historical and Forecasted Financial Statements
Selected Information**

For the Eleven Months Ended May 31st, 2023 and Year Ending June 30th, 2023

The school presents governmental fund financial statements using the current financial resources measurement focus and the modified accrual basis of accounting. As required by state statute, the school operates as a nonprofit corporation under Minnesota Statutes §317A. However, state law also requires that the school comply with Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) which mandates the use of a governmental fund accounting structure.

The accompanying historical financial statements and forecasted financial statements include the following departures from accounting principles generally accepted in the United States of America and the guidelines for presentation of a forecast established by the AICPA:

- The historical and forecasted financial statements omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America.
- The financial statements are not a complete presentation of governmental fund financial statements in accordance with the above standards.

The effects of these departures have not been determined.

Summary of Significant Assumptions

These financial forecasts present, to the best of management's knowledge and belief, the School's expected financial position, results of operations, and cash projection for the forecast periods. Accordingly, the forecasts reflect its judgment as of May 16th, 2023 the date of these forecasts, of the expected conditions and its expected course of action. The assumptions disclosed herein are those that management believes are significant to the forecasts. There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Balance Sheet & Cash Projection Assumptions

1 Due from MDE	90 Days
2 Payables are expected to be paid at net	120 Days
3 Payroll Payables are expected to be paid at net	30 Days

Statement of Operations Assumptions

1 Revenue is expect to grow at a rate of	9%
2 Salaries, benefits, and taxes are expected to increase by	9%
3 All other expenses are expected to increase	7%

No assurance is provided.

22-23 June
Board Meeting (Highlights and To Do)
Date: 6/20/2023
Ex Officio: Davi Hicks

School Events

Committee Updates

TPS:

Personnel:

- posting for open sped teacher positions & ELA teacher.
- In the process of hiring for SpEd Due process coordinator
- Sent out 23-24 work agreements.

Behavior:

- Working with SpEd Director and RCE to develop summer PD for staff

DEI: Looking into bring in a diversity trainer for summer

Finance:

Developed 23-24 budget

Nutrition: Kitchen Coalition meals have been paused for summer will resume at the start of school in the fall

Marketing: posting ad space in St. Paul Voice

Enrollment:

Curriculum:

SpEd:

SpEd director will be coming in over summer to work with Davi and Sped Staff to review IEP for compliance.

Jay Squad: Davi is working with students enrolled in the freedom school summer

credit recovery program

Assignments from Board (to be brought back to TPS):

- 1.
 - 2.
 - 3.
-

TPS Members attending next meeting:

- 1.
- 2.
- 3.

CHARTER SCHOOL CONTRACT

Between

Osprey Wilds Environmental Learning Center

and

Academic Arts High School – District #4119

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 additional purpose(s) of the School’s educational program is/are to:

- Increase learning opportunities for all pupils;
- Encourage the use of different and innovative teaching methods;
- Measure learning outcomes and create different and innovative forms of measuring outcomes;

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 Osprey Wilds Environmental Learning Center’s affidavit of intent to charter the School, dated June 29, 2007, a copy of which is attached as Exhibit A; and

WHEREAS, Osprey Wilds Environmental Learning Center and School previously entered into a charter school contract which expires on June 30, 2023; and

WHEREAS, Osprey Wilds Environmental Learning Center has conducted the performance evaluation of the School (see Exhibit O), considered the renewal of the School and approved the issuance of a charter contract to the School.

NOW, THEREFORE, Osprey Wilds Environmental Learning Center 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, 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 Osprey Wilds and the School.
- (e) "Department of Education" means the Minnesota Department of Education.
- (f) "Osprey Wilds" means Osprey Wilds Environmental Learning Center.
- (g) "School" means Academic Arts High School located at 60 E Marie Ave, Ste #220, West Saint Paul, MN 55118 which is established as a charter school under this Contract pursuant to the Charter School Act. The name and location of the School will not be changed without the prior written consent of Osprey Wilds.
- (h) "School Board" means the Board of Directors of the School.
- (i) "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:

- A. Minnesota Department of Education Approval
- B. Articles of Incorporation of the School
- C. Bylaws of the School
- D. Description of Educational Program
- E. Description of Additional Programs
- F. Implementation of Statutory Purposes

- G. Academic & Academic-Related Goals
- H. Environmental Education Goals
- I. Admissions Policies & Procedures
- J. Governance, Management, and Administration Plan
- K. Financial Management Plan
- L. Statement of Assurances Signed by All Board Members
- M. Charter School Closure Checklist & Plan
- N. Provisions for Service Provider
- O. Performance Evaluation of School
- P. On-Going Evaluation Criteria, Process, & Procedures
- Q. Range of Possible Interventions
- R. Financial Statement Template & Guide
- S. Performance Improvement Plan

ARTICLE II

RELATIONSHIP BETWEEN THE SCHOOL AND OSPREY WILDS

Section 2.1. Voluntary Authorization. Osprey Wilds qualifies as an authorizer pursuant to Minnesota Statutes section 124E.05 Subd. 1. In granting this Contract, Osprey Wilds voluntarily exercises powers given to Osprey Wilds pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of Osprey Wilds' 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 Osprey Wilds nor an agent of Osprey Wilds. The relationship between the School and Osprey Wilds 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 Osprey Wilds and the School. Except as otherwise provided in this Contract, Osprey Wilds shall have no authority or control over operational, administrative, or financial responsibility for the School.

Section 2.3. Financial Obligations Are Separate. Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in any way constitute an obligation, either general, special, or moral, of Osprey Wilds. The School will never pledge the full faith and credit of Osprey Wilds 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 Osprey Wilds and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. Osprey Wilds will never pledge the full faith and credit of the School for the payment of any Osprey Wilds 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 financially obligate Osprey Wilds, nor does the School have any authority whatsoever to make any representations to lenders or third parties, that Osprey Wilds in any way guarantees, is

financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the School.

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

Section 2.5. Limited Use of "Osprey Wilds" Name. The School may not use the name of Osprey Wilds or any assumed name, trademark, division or affiliation of Osprey Wilds in any of the School's promotional advertising, contracts, or other materials without Osprey Wilds prior written consent, except that the School may include the following statement in such materials, "[Name of School] is authorized by Osprey Wilds Environmental Learning Center." Pursuant to Minnesota Statutes section 124E.07 Subd. 8(b) the School shall identify Osprey Wilds as its authorizer and provide contact information.

ARTICLE III

ROLE OF OSPREY WILDS

Section 3.1. Oversight Responsibilities of Osprey Wilds. Osprey Wilds has the responsibility to oversee the School's academic, financial, operational, environmental education and student performance, including the School's compliance with this Contract and Applicable Law. Osprey Wilds shall monitor and evaluate School performance using various criteria, processes, and procedures set forth in general in Article VI and Exhibit P.

Section 3.2. Authorizer Fee. The School shall pay Osprey Wilds a fee for Osprey Wilds' 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 501(c)(3) 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 charter 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 so long as such agreements are in compliance with applicable law. If the School elects to contract with a charter management organization or comprehensive education service provider, the contract shall comply with the provisions of Exhibit N.

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 The Articles of Incorporation of the School, set forth in Exhibit B, are accurate as of the date of this contract and have not been otherwise altered or amended.

Section 5.3. Bylaws. The school represents that the Bylaws of the School, as of the date of this contract, set forth in Exhibit C are accurate and have not been otherwise altered or amended. Bylaws shall be amended in accordance with procedures specified in the School's Bylaws. In order to ensure consistency with the Contract and Applicable Law, updated Bylaws (as amended) must be forwarded to Osprey Wilds within 20 days for review and approval as appropriate.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. 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 policy matters related to the operation of the School, not otherwise specified by this Contract, including but not limited to budgeting, curriculum, personnel, and operating procedures, and shall comply with the governance, management and administration plan in Exhibit J.

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

Section 6.3. Exhibits. The School agrees to implement and adhere to all the representations and information contained in the exhibits, including without limitation, the

Academic and Academic-Related goals identified in Exhibit G and Environmental Education goals identified in Exhibit H.

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

Section 6.5. Programs Offered by School.

(a) Educational Programs: In-School Time. The School provides the in-school time program summarized in Exhibit D. Except as may be otherwise limited by the Department of Education approval of the Osprey Wilds affidavit of intent to charter the school or expanded by Department of Education approval of any supplemental affidavit to expand the grades or programs offered by the School, the School may accept enrollment of students for the following in-school time programs:

- Grades 9 – 12 with a maximum total enrollment of 120 students.

(b) Additional Programs: Out-of-School-Time. Out-of-School-Time Programs include any programs operated before or after school hours, or on weekends, or during school calendar breaks, 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. The School does not provide, operate, affiliate, or sponsor out-of-school-time programs not otherwise identified and described in Exhibit E.

(c) School Clubs or Athletics. The School may operate school clubs and athletics at its discretion. The School will provide equal access to all programs, provide appropriate adult supervision for these activities and follow all applicable laws.

Section 6.6. Academic Curriculum Program. The School will implement and adopt curriculum consistent with the educational program information set forth in Exhibit D.

Section 6.7. Methods of Student Assessment. The School shall evaluate students' performance based on the assessment strategies identified in this Contract and in its annual report. The School will report on its academic performance in its Annual Report.

(a) Academic Measures. Osprey Wilds will monitor student academic performance and the academic culture at the school.

1. Regular Assessments. Osprey Wilds will monitor academic achievement by reviewing student performance data.
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. School students may take a nationally normed referenced assessment on at least an annual basis. In addition, School students will also take assessments

that are consistent with the education program articulated in Exhibit D, the statutory purposes articulated in Exhibit F and the school goals articulated in Exhibit G.

4. Assessment and Test Results. The School will provide Osprey Wilds 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 Osprey Wilds the results of any other assessment data as requested by Osprey Wilds, but no more than quarterly. Osprey Wilds may compare the school's testing data to testing data of other comparable schools as determined by Osprey Wilds as one measure of performance. If the School wishes to change assessments that affect goals articulated in Exhibit G, those changes must be agreed upon by Osprey Wilds, and this Contract will be amended to reflect the change.
5. Osprey Wilds Environmental Learning Center Annual Required Meetings. The School agrees to participate in Osprey Wilds Annual Required Meetings. Osprey Wilds will inform the School of the dates of such required meetings each year by no later than August 1. Costs to the School, if any, will be limited to transportation, meals and lodging. Osprey Wilds will monitor the School's participation in these required meetings.
6. Professional Development. The school will ensure that each teacher at the School has opportunities to engage in professional development activities that focus in part on developing quality assessments and measures of student outcomes. The School will advise Osprey Wilds of its professional development activities in its Annual Report.

(b) Site Visits. Osprey Wilds may engage in scheduled and unscheduled site visits in the course of the academic year. Site visits will be an opportunity to review academic goals and achievement data to date, review school performance on environmental education goals, evaluate the implementation of the academic and environmental education programs, and evaluate operations and other matters. Osprey Wilds may engage in scheduled and unscheduled site visits at such frequency as determined necessary or prudent by Osprey Wilds.

(c) Remediation

- 1) School Initiated. If the School fails to make adequate progress towards achieving its academic or environmental education 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 Osprey Wilds for review and comment prior to adoption and implementation.
- 2) Osprey Wilds Initiated. If Osprey Wilds has a concern about the School, or if the School fails to make adequate progress towards achieving its academic or environmental education goals or to meet financial

requirements, or to comply with Applicable Law, or other requirements of this contract, Osprey Wilds shall determine the appropriate intervention. The intervention will be one of the following at the discretion of Osprey Wilds:

- (a) Notice to School Leader and/or Board Chair. Osprey Wilds may notify the school leader and/or board chair of area(s) of concern for correction. Osprey Wilds may specify a target date for correction.
- (b) Formal Notice to School Board. Osprey Wilds may formally notify the School Board of the area(s) of concern for correction and may ask the School Board to adopt a specific performance improvement plan. If Osprey Wilds requires the School to retain a third-party investigation, the School Board shall retain an investigator within ten (10) business days of such requirement; in addition, the third-party investigator must be acceptable to Osprey Wilds and the School Board shall authorize such investigator to provide status reports to and communicate with Osprey Wilds. Osprey Wilds shall specify a target date for correction which Osprey Wilds may, if circumstances warrant, amend.
- (c) Notice to School Board of Charter Revocation/Termination. Osprey Wilds may at its discretion initiate charter revocation and termination proceedings pursuant to Article X of this contract.

See Exhibit Q for “Range of Possible Interventions.”

Section 6.8. School Calendar and School Day Schedule. The School shall provide instruction for at least the number of days and hours required by Minnesota Statutes section 120A.41 and shall notify Osprey Wilds by each July 1 of the number of instructional days and hours for that school year.

Section 6.9. Finance, Reporting, and Compliance.

- (a) To Osprey Wilds. The school will furnish Osprey Wilds with monthly reports, through means determined by Osprey Wilds. The report must contain budgeted and actual revenue and expenses by year-to-date percentages, disbursements and deposits, and student enrollment report with enrollment expressed in terms of funding mechanisms (e.g. Pupil Units). At least quarterly (for quarters ending 9/30, 12/31, 3/31, and 6/30), through means determined by Osprey Wilds, the School will provide Osprey Wilds with a balance sheet, income statement that includes revenues and expenses by UFARS programs (see Exhibit R), up-to-date cash flow projections, and fiscal year-end fund balance projections. 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 Osprey Wilds, 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 permits the School's contracted financial auditor and accounting service provider (if any) to discuss any and all financial matters regarding the School with Osprey Wilds or any representative of Osprey Wilds. Osprey Wilds will inform the School when it contacts the School's financial auditor or accounting service provider. Osprey Wilds will initiate contact with the School's financial auditor or accounting service provider only to fulfill its oversight responsibilities as determined by Osprey Wilds. Osprey Wilds will not discuss or attempt to discuss any data that is subject to the privacy and confidentiality provisions of federal and state statutes, rules and regulations, including, but not limited to FERPA and the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes sections 13.01 et seq.

The School Board is responsible for establishing, approving, and amending an annual budget in accordance with Applicable Law.

By June 30 of each year, the School Board shall submit to Osprey Wilds a copy of its final approved budget for the following school year. The budget must include a detailed budget of the revenues and expenditures presented at the program and object code level consistent with Exhibit R. 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 Osprey Wilds.

- (b) To Department of Education. The School will comply with all reporting requirements established by the Department of Education.
- (c) The School shall comply with the Financial Management Plan as contained in Exhibit K.

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. The School will submit the finalized annual financial statement audit and auditor's management letters, including any required supplemental information to Osprey Wilds no later than December 31 for the preceding fiscal year. 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 Student Record System. The School will utilize the UFARS financial accounting principles and methods. The School will comply with the individual student record system used by the Minnesota Department of Education (e.g. Minnesota Accounting and Reporting Student System (MARSS), Ed-Fi).

Section 6.13. Contributions and Fund Raising. The School may solicit and receive contributions and donations as permitted by law. The school shall have an approved policy regarding the acceptance and administration of such gifts. No solicitation shall indicate that a contribution to the School is for the benefit of Osprey Wilds. Osprey Wilds may review the feasibility of any fundraising/non-government 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 for the immediately preceding school year ending June 30 to Osprey Wilds, post the annual report on the school's official website, and distribute the annual report by publication, mail, or electronic means to school employees and parents and legal guardians of students enrolled in the School no later than the deadline determined by Osprey Wilds. Osprey Wilds will inform the School of the deadline of the annual report each year no later than August 1; this deadline will be no earlier than October 1. The annual report shall be approved by the School Board prior to the submission to Osprey Wilds and will include such information as Osprey Wilds may require, including at a minimum, information required by Applicable Law and a report on the School's performance as it relates directly to the goals articulated in this contract in Exhibit G and Exhibit H.

Section 6.15. Authorization of Employment. An employee hired by the School shall be an employee of the School for all purposes and not an employee of Osprey Wilds 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 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.

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; otherwise, 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 Osprey Wilds within five (5) business 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 Osprey Wilds, via an updated board roster, of any resignations or additions to its School Board within ten (10) business days of such change. All additions to the School Board will execute a statement of assurance, in the form of Exhibit L, within ten (10) business days of such addition, which shall be provided to Osprey Wilds within twenty (20) business days of such addition. The School agrees to obtain background checks, at the School's or the individual's expense, whichever is allowed by Applicable Law, on all potential board members before such members are added to the School Board; the School shall certify to Osprey Wilds within ten (10) business 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 Osprey Wilds with finalized minutes of the Board's meetings at such time as the minutes are approved by the School Board. The School further agrees to notify Osprey Wilds of the School Board regular meeting schedule when requested by Osprey Wilds. The School agrees to inform Osprey Wilds of any special and emergency meetings at the same time as notice is provided to board members and the public. The School further agrees to provide Osprey Wilds by October 1 of each year conflicts of interest statements for all board members and ex-officio board members in the form Osprey Wilds requires.

Section 6.21. Additional Reporting Obligations.

- a) Teacher Licensure. The School will advise Osprey Wilds, in its Annual Report and through submission of a STAR report if requested, each school year of the following for each teaching staff member: full name, Minnesota license number, grade taught, subject(s) taught.
- b) Other Reporting. The School will furnish other critical documents, data or information at Osprey Wilds's request. Osprey Wilds agrees that requests for other reporting will be reasonable and necessary.

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

Section 6.23. Conflict of Interest and Assurances. The School agrees to comply with the provisions of Minnesota Statutes sections 124E.07 Subd. 3 and 124E.14 as well as the requirements of Exhibit L.

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 Minnesota Statutes sections 123B.34 to 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.

Section 7.4. Open Admissions. The School is a public school open to all Minnesota students, notwithstanding admission limitations allowed by Minnesota Statutes section 124E.11. 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 considered enrolled in the School until the student formally withdraws or is expelled. The School will comply with its admission policies as provided in Exhibit I, which shall be consistent with all applicable laws.

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, selection shall be by lottery except that the School shall provide enrollment preference to siblings of the School's enrolled students and to foster children of any of the School's enrolled student's parents. The School may provide enrollment preference for the children of the School's staff and to children currently enrolled in the School's free preschool or prekindergarten program who are eligible to enroll in kindergarten in the next school year.

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 Statutes 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. The School permits the School's contracted special education director to discuss any and all matters related to special education at the School with Osprey Wilds or any representative of Osprey Wilds. Osprey Wilds will inform the School when it contacts the School's special education director. Osprey Wilds will initiate contact with the School's special education director only to fulfill its oversight responsibilities as determined by Osprey Wilds. Osprey Wilds will not discuss or attempt to discuss any data that is subject to the privacy and confidentiality provisions of federal and state statutes, rules and regulations, including, but not limited to FERPA and the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes sections 13.01 et seq.
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 reevaluations to determine eligibility for special education and related services.
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 excess special education costs not paid by state special education fund to the student's resident district. The combination of state special education funds and the ability to bill to the district certain excess 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.02, 125A.03 to 125A.24, and 125A.65, the School

shall 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, or exemption consistent with Applicable Law, 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.575. The school board shall provide to Osprey Wilds its approved discipline policy and procedure consistent with 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 any third party and has taken appropriate measures to secure the intellectual property rights with respect to its name and logo. The School gives Osprey Wilds the authority to use the School's name and logo on the Osprey Wilds website, newsletters, or other materials including public reports solely for the purposes of identifying that the School is authorized by Osprey Wilds.

Section 8.4. Student Records. The School shall comply with Applicable Law regarding the management and transfer of student records consistent with Minnesota Statutes sections 120A.22 Subd. 7, 138.163, and 138.17.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. Osprey Wilds 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 Osprey Wilds 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, obligations, rights, or remedies of either the School or Osprey Wilds, 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 Osprey Wilds 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 Osprey Wilds upon a determination by Osprey Wilds that one or more of the following has occurred:

- 1) Failure of the School to meet the requirements for student performance set forth in this Contract; or
- 2) Failure of the School to meet generally accepted standards of fiscal management; or
- 3) Failure of the School to comply with all Applicable Laws

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, Osprey Wilds may revoke/terminate or not renew this Contract, upon Osprey Wilds' determination that one or more of the following has occurred:

- a) Failure of the School to meet the requirements for environmental education performance set forth in this Contract;
- b) The School is unable to pay its bills as required by Minnesota Statutes section 471.425 Subd. 2, is insolvent, or is bankrupt;
- c) 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;
- d) The School substantially defaults in the terms, conditions, promises, or representations contained in or incorporated into this Contract as determined by Osprey Wilds in its sole discretion;

- e) Osprey Wilds 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 Osprey Wilds in connection with Osprey Wilds's issuance of this Contract, or the School's reporting requirements under this Contract or Applicable Law; or programs outlined in any supplemental affidavit.
- g) Other good cause shown.

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

- a) Notice of Intent to Revoke/Terminate or Not Renew. Osprey Wilds, 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 an informal hearing before Osprey Wilds within fifteen (15) business days of receiving the notice.
- 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. 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 timeline for correcting the non-compliance with the Contract or Applicable Law. 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 Osprey Wilds. The School Board's failure to provide to Osprey Wilds a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to Osprey Wilds' proposed action.
- c) Informal Hearing. Upon receiving a timely written request for an informal hearing, Osprey Wilds shall give ten (10) business days notice to the School Board of the hearing date and time, and Osprey Wilds shall conduct such hearing.
- d) Plan of Correction. Osprey Wilds shall review the School Board's response and may, in its sole discretion, determine whether a reasonable plan for correcting the deficiencies may be formulated. If Osprey Wilds 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, Osprey Wilds shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, Osprey Wilds 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. Osprey Wilds is not obligated to offer a Plan of Correction to the School.

- e) Withdrawal of Notice of Revocation/Termination or Nonrenewal. Osprey Wilds may withdraw its notice of intent to revoke/terminate or not renew if Osprey Wilds 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 the Plan of Correction.
- f) Effective Date of Revocation/Termination or Nonrenewal. If Osprey Wilds decides to revoke/terminate or not renew the Contract, the revocation/termination or nonrenewal shall be effective on the date of Osprey Wilds' act of revocation/termination or nonrenewal, or at a later date as determined by Osprey Wilds, such date specified by Osprey Wilds in its determination of revocation/termination or nonrenewal. Osprey Wilds 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 Applicable Law relating to dissolutions and Exhibit M.

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 any other Minnesota Charter School. Any remaining property will then 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 apparatuses 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 agreement with its employees 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 Osprey Wilds will consider in determining Contract renewal, which determination shall be based substantially on the School's attainment of its academic and academic-related goals identified in Exhibit G. Osprey Wilds will also consider the degree to which the School has improved all pupil learning and all student achievement other than the attainment of goals specified in Exhibit G.

Osprey Wilds will consider other factors in its renewal determination, which factors are considered secondary to improving pupil learning and student achievement. Specifically, Osprey Wilds will consider the School's environmental education performance specified in Exhibit H, achievement of any additional identified purposes specified in Exhibit F, 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 all pupil performance and all student achievement, and met environmental education performance expectations notwithstanding superior performance in financial, operations, governance, and legal compliance factors.

2. Considerations Warranting Nonrenewal. The School agrees that 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 example, nonrenewal will result from the School's failure to improve pupil learning and student achievement (notwithstanding superior performance in financial, operations, governance, or legal compliance factors) and may result from the School's improvement of pupil learning and student achievement combined with a failure to achieve environmental education goals specified in Exhibit H or 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, or failure to meet environmental educational goals specified in Exhibit H, Osprey Wilds may, but is not obligated to, renew this Contract. If Osprey Wilds 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 November 15 of the School Year in which this Contract terminates, the School will either inform Osprey Wilds that it no longer desires to be authorized by Osprey Wilds after the conclusion of the contract period, or submit an application to Osprey Wilds, in the manner Osprey Wilds requests, which shall generally contain three parts: (1) School Performance. An analysis and evaluation of the School's fulfillment of its mission, statutory purposes and performance under this Contract, which shall include a comprehensive evaluation of each academic and environmental education contract goal for each year of the contract, as well as an evaluation of financial performance and operations performance, including compliance with reporting obligations; (2) Strategic Direction. A description of the school's strategic direction including a proposal for goals for the following contract period; and (3) Other Information. Any other information the School desires Osprey Wilds to consider. The School agrees to provide Osprey Wilds documentation supporting the School's evaluation if requested by Osprey Wilds.

Osprey Wilds will notify the School at least sixty (60) business days prior to the termination of this Contract of its proposed renewal action. If Osprey Wilds offers a renewal contract, the terms of the Contract will be at the sole discretion of Osprey Wilds.

- (b) Transfer to a Different Authorizer. The School agrees to comply with Minnesota Statutes section 124E.10 Subd. 5. If Osprey Wilds consents to the School's request to transfer to a different authorizer, the School agrees to reimburse Osprey Wilds for any authorizer fees waived or not paid.

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;
- (b) insurance covering all of the School's real and personal property, whether owned or leased;

- (c) insurance required by Minnesota Statutes section 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 three million dollars (\$3,000,000) per occurrence for the release or threatened release of a hazardous substance; and
- (d) 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 one hundred thousand dollars (\$100,000).

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 Osprey Wilds, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide Osprey Wilds or its designee copies of all insurance policies required by this Contract, if requested by Osprey Wilds. Osprey Wilds 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 Osprey Wilds a copy of its lease, and any subsequent amendment(s), for the premises in which the School shall operate within fourteen (14) calendar days of execution. The school will provide to Osprey Wilds 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: (i) ensure that the School's physical facilities comply with all fire, health, and safety standards applicable to schools; and (ii) 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 Osprey Wilds, if requested by Osprey Wilds.

Section 11.5. Legal Liabilities. Osprey Wilds 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 it assumes full liability for its activities and that the Commissioner, Osprey Wilds, officers and members of the Board of Osprey Wilds, and employees of Osprey Wilds, 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 Osprey Wilds & Commissioner. Notwithstanding Section 11.5, the School agrees to indemnify and hold harmless Osprey Wilds and its board members, employees, agents or representatives, and to indemnify and hold harmless the Commissioner and Department of Education officers, agents, and employees notwithstanding Minnesota Statutes section 3.736 from all suits, claims, demands, or liabilities, 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 Osprey Wilds upon information supplied by the School, or School Board and its agents or employees, which arise out of the failure of the School to perform its obligations under this Contract or which arise out of Osprey Wilds's exercise of its obligation under Applicable Law and this Contract. The School will also provide to Osprey Wilds a certificate from the insurance company naming Osprey Wilds as an "additional insured."

ARTICLE XII

GENERAL TERMS

Section 12.1. Term of Contract. This Contract shall be effective July 1, 2023, and shall remain in full force and effect for three (3) academic years through the end of the 2025-2026 school year, and shall terminate on June 30, 2026, 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 telegram 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 Osprey Wilds:

Osprey Wilds Environmental Learning Center
Attn: Director of Charter School Authorizing
1730 New Brighton Blvd.
Suite 104, PMB 196

Minneapolis, MN 55413

If to School:

Academic Arts High School
Attn: Board Chair
60 E Marie Ave, Ste #220
West Saint Paul, MN 55118-5932

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 Section 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 Osprey Wilds 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 Osprey Wilds.

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 the School and Osprey Wilds. 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. The School is not an agent of Osprey Wilds and Osprey Wilds is not an agent of the School.

Section 12.14. Termination of Responsibilities. Except as provided in Section 12.15, upon termination or revocation of the Contract, Osprey Wilds 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, 11.2 Insurance, Section 11.5 Legal Liabilities, Section 11.6 Indemnification of Osprey Wilds, 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 designate of Osprey Wilds, I hereby issue this Contract to the School as of the date set forth:

DATE: July 1, 2023

OSPREY WILDS ENVIRONMENTAL LEARNING CENTER

By: _____

Erin E. Anderson

Its: Director of Charter School Authorizing

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 all of the terms and conditions of this Contract.

By: _____

Joshua MacLachan

Its: Board Chair

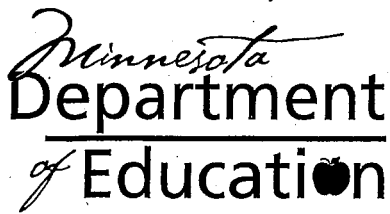


Exhibit A

June 29, 2007

VIA FACSIMILE AND U.S. MAIL

Ms. Lynn Dyer, Board Chair
Ms. Jane Davin, Director
River Heights Charter School
60 East Marie Avenue
West St. Paul, Minnesota 55118

Dear Ms. Dyer and Ms. Davin,

This letter provides notification that the request by Audubon Center of the North Woods to sponsor River Heights Charter School has been received and has been approved according to the requirements set forth in Minnesota Statute 124D.10.

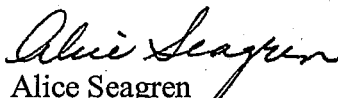
We recognize that EdVisions is voluntarily giving up sponsorship of River Heights Charter School. The Minnesota Department of Education supports the transfer of sponsorship for River Heights Charter School with the expectation that Audubon Center of the North Woods pay close attention to, and be aggressive in,

- helping monitor River Heights' progress toward their enrollment goal of 75 students for the 2007-08 school year;
- monitoring the academic, financial management., and governance of River Heights.

MDE recognizes that the Audubon Center of the North Woods' letter dated today affirms the sponsor change that includes a one-year contract for the 2007-08 school year.

If you have any questions, please contact David Hartman at (651) 634-2304 or david.hartman@state.mn.us

Sincerely,


Alice Seagren
Commissioner

C: Chas Anderson, Deputy Commissioner
Karen Klinzing, Assistant Commissioner
Leona Derden, Director
Julie Henderson, Supervisor
Steve Dess, Audubon Center of the North Woods
Doug Thomas, EdVisions

1500 Highway 36 West, Roseville, MN 55113-4266 651-582-8200 TTY: 651-582-8201

education.state.mn.us

NP OR



Exhibit B

ARTICLES OF INCORPORATION

OF

River Heights Charter School

WE, THE UNDERSIGNED, of full age, for the purpose of forming a corporation under and pursuant to the provision of Chapter 317A, Minnesota Statutes, known as the Minnesota Non-Profit Corporation Act, and laws amendatory thereof and supplementary thereto, do hereby associate ourselves together as a body corporate and accept the following Articles of Incorporation:

ARTICLE I

The name of this corporation shall be River Heights Charter School

ARTICLE II
REGISTERED OFFICE

The Registered office of this corporation shall be at 1655 Woodgate Lane, Eagan, MN 55122

ARTICLE III
DURATION

The duration of this corporation shall be perpetual.

ARTICLE IV
PURPOSE

The purpose of this corporation shall be for charitable, religious, scientific, literary, or educational purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code or the corresponding provisions of any future United States Internal Revenue Law. All funds whether income or principle and whether acquired by gifts or contributions, or otherwise, shall be devoted to said purposes.

ARTICLE V
NO PECUNIARY GAIN

The corporation shall not afford pecuniary gain, incidentally or otherwise to its members. No part of the net earnings of this corporation shall inure to the benefit of any member of the corporation, except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes. Such net earnings, if any, of

this corporation shall be used to carry out the nonprofit corporate purposes set forth in Article IV above. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501 (c) (3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law, or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law.

ARTICLE VI DISSOLUTION

At the time of dissolution of the corporation, the board shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law, as the board shall determine. Any such remaining funds, property or other assets not so distributed shall be disposed of by petition or application to district court, according to state law, for such purposes or to such organization(s) as the court may decree, which are organized and operated exclusively for such purposes..

ARTICLE VII INCORPORATORS

The names and addresses of each incorporator of this corporation is:


Bill Zimmewicz, 151 6th Street East, South St. Paul, MN 55075
Shannon Dahmes, 3948 Bloominton Av.S. Minneapolis, MN 55407
Jill Wohlman, 875 Sudberry, Eagan, MN 55123.

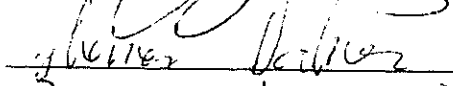
ARTICLE VIII BOARD ACTION IN WRITING

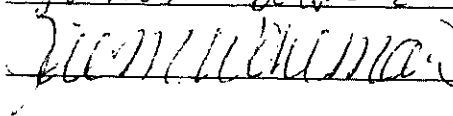
Any action required or permitted to be taken at a board meeting, and not requiring member approval, may be taken by written action signed or consented to by authenticated electronic communication by the number of directors that would be required to take

action at a meeting of the Board at which all directors were present, as prescribed by these bylaws; provided that if bylaws or statute require a different number to take action, that such number will be required.

Witness whereof, I we have hereunto subscribed my our names this 20 day of Nov, 2004

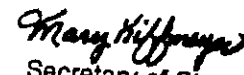






STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JAN 21 2004


Secretary of State *rv*

State of Minnesota

SECRETARY OF STATE

Certificate of Name Change

I, Mark Ritchie, Secretary of State of Minnesota, do certify that the corporation listed below filed an amendment of its articles of incorporation, or, in the case of a non-Minnesota corporation, a certificate of name change, changing its name with this office on the date listed below, and that the corporation has complied with the relevant laws of Minnesota with respect to that filing.

Old Name: River Heights Charter School

New Name: Academic Arts High School

State of Incorporation: MN

Date Amendment filed: 07/26/2010

This certificate has been issued on 03/25/11.



Mark Ritchie
Secretary of State

AMENDED AND RESTATED BYLAWS OF ACADEMIC ARTS HIGH SCHOOL

Board approved: June 25, 2014,

Revised: August 3, 2017

Board approved: October 24, 2017

ARTICLE I PURPOSE, MISSION, AND VISION

The purposes of Academic Arts High School, henceforth referred to as AAHS, are as stated in its Articles of Incorporation, formerly River Heights Charter School, for nonprofit and educational purposes pursuant to the school's mission and vision which are as follows:

Vision:

A generation of young people who navigate the world with the awareness, knowledge, attitudes, and skills necessary to make a positive impact.

Mission Statement:

*Learn by doing. Embrace your place in the world.
Prepare for the future. And make friends along the way.*

ARTICLE II OFFICES

AAHS shall have and maintain a registered office in the state of Minnesota which may be, but not need be, identical with the principal office in the State of Minnesota.

ARTICLE III MEMBERSHIP

Section 1. Members: Members of the Board of Directors of AAHS shall consist of parents, guardians of currently ~~or previously~~ enrolled students, community members **of the board**, and staff employed by AAHS.

Section 2. Annual Meeting: The annual meeting of the members and Board Elections of AAHS (pursuant to Article IV hereafter) shall be held at such time and location as determined by the Board of Directors. Board Elections and the Annual Meeting will be held on a day in which Academic Arts High School is in session. Notification shall be by a posting on the Academic Arts High School website and posting in the front entryway of the school premises. Notice of the meeting will contain the date, time and place of the meeting and will be posted at least thirty (30) days prior to the meeting date.

Section 3. Special Meeting: A Special Meeting of Members may be called at any time by a majority vote of the Board of Directors. Notification of the meeting shall be via posting in the front entryway of the school premises, school website, email, telephone, or postal service no fewer than three (3) days prior to the meeting. Such notice shall contain the date, time, place and purpose of the meeting.

Section 4. Quorum: For any annual or special meeting, a majority of the voting members shall constitute a quorum.

Section 5. Voting: At each annual meeting of the membership, every voting member shall have one (1) vote. Members may vote in person, mail-in voting, or electronic balloting ~~or by proxy~~ when voting in new Member(s) of the Board of Directors. The affirmative vote of a majority of a quorum of voting members shall constitute a duly authorized action of the membership.

ARTICLE IV BOARD OF DIRECTORS

Section 1. General Powers: The Board shall have all the powers and duties necessary or appropriate for governance regarding the overall policy and direction of AAHS which are not prohibited by law or these bylaws.

Section 2. Number, Tenure and Qualifications: The charter school board of directors shall be composed of at least five non-related members, with a maximum of nine members, and include: (i) at least one licensed teacher employed as a teacher at the school or providing instruction under contract between the charter school and a cooperative; (ii) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (iii) at least one interested community member who resides in Minnesota and is not employed by the charter school and does not have a child enrolled in the school. The board may include a majority of teachers described in this paragraph or parents or community members, or it may have no clear majority. The chief financial officer and the chief administrator may only serve as ex-officio non-voting board members.

Each Board Member shall hold office for a three (3) year term or until a successor has been duly elected and qualified, or until the Board Member dies, resigns, is removed or the term otherwise expires. The election of the Board of Directors shall be in compliance with ~~Section 124D.10~~ Section 124E.07 of the Minnesota Statutes.

a. Nomination Process: Qualified candidates for the Board of Directors shall be nominated at least thirty (30) days prior to the annual meeting. The Board of Directors will compile a list of nominees and notify Board Members of the nominees for each position fifteen (15) days prior to the annual meeting.

b. Governance Structure: Per Section 124E.07 of the Minnesota Statutes, The board may change its governance structure only:

(1) by a majority vote of the board of directors and a majority vote of the licensed teachers employed by the school as teachers, including licensed teachers providing instruction under a contract between the school and a cooperative; and

(2) with the Board’s authorizer's approval.

Section 3. Regular Meetings: The Board shall meet monthly at a regularly scheduled time and place. All meetings of the Board or committees shall be conducted in compliance with Minnesota Open Meeting Law, Section 13D of Minnesota Statutes. Dates will be published on the Academic Arts High.

School website and posted in the entryway of the school premises. Board meetings may be canceled with notice by email to members and by posting the notice of cancellation on the school website and in the front entryway of the school premises.

Section 4. Special Meetings: The Board Chair may call Special Meetings of the Board of Directors at any time, for any purpose. The Board Chair shall call a special meeting of the Board of Directors upon the written or verbal request of one third (1/3) of the members of the Board. Notice of every special meeting of the Board of Directors shall be posted on the Academic Arts High School website at least three (3) days before the day on which the meeting is to be held.

Notice of every emergency meeting of the Board of Directors shall be posted on the Academic Arts High School website as soon as the Board is notified in accordance with MN §13D.04 subd.

~~3. Notice of an Emergency Meeting shall be given personally or via telephone, to each Board Member.~~ Members of the board will be notified of the emergency meeting in person or via telephone. The subject or reason for the Emergency Meeting shall be included in the notification, but will protect the privacy of a minor student, enrolled student’s family, and staff performance evaluation.

Section 6. Closed Meetings: A meeting of the Board of Directors may only be closed for specific circumstances, and shall be subject to notification as described in Minnesota Statute 13D, Minnesota Open Meeting Law. The purpose of a Closed Meeting is to hear student expulsion, other student disciplinary issues, and staff evaluation results. All meetings will be in compliance with the Minnesota Fair Pupil Dismissal Act.

Section 7. 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 Board Chair or Members present shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum is convened, and later enough members withdraw from the meeting so that less than a quorum remains, the remaining Members shall continue to transact business, short of voting, until adjournment.~~

Section 8. Voting: Each member of the Board of Directors shall have the power to exercise one (1) vote on all matters to be decided by resolution of the Board. The affirmative vote of a majority of a quorum of Board Members shall constitute a duly authorized action of the Board.

Section 9. Resignation and Removal: Board Members may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or the Secretary of the Board. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A Board Member may be removed at any time, with

or without cause, by a two-thirds (2/3) vote of a majority of all remaining Members of the Board. Failure to attend three (3) consecutive meetings shall constitute cause.

- a. AAHS employee/Board Member: If a Board Member is an employee of AAHS, and their employment is terminated for any reason, they will be automatically removed from the Board. However, the Board may elect, at the next meeting, to reinstate ~~the terminated employee to serve the remainder of the academic/fiscal term as a community or parent member~~ ~~the terminated employee to serve the remainder of the academic/fiscal term~~ **the terminated employee to serve the remainder of the academic/fiscal term as a community or parent member**.

Section 10. Filling Vacancies: 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 Member by the affirmative vote of a majority of the remaining Members, even if less than a quorum is present. A Member filling a vacancy shall hold office until the next annual meeting of the Members, or until their successor has been duly elected and qualified, subject to their earlier death, disqualification, resignation, or removal.

Section 11. Compensation: Board Members shall not receive compensation for their services as a Board Member.

Section 12. Presence at Meetings: Members of the Board of Directors or of any committee, as applicable, must be present to participate in making decisions.

Section 13. Committees of Board: Committees and Subcommittees shall be designated as needed per ongoing and ad hoc requirements at the Board's discretion. The Board may assign other committees for singular purposes. The Board will provide the Committee with a statement of purpose, and the assigned responsibilities of the Committee. The Board will assign a Chair for each Committee and reserves the right to approve its Members. Committee members do not need to be Board Members.

- a. Limitation on Authority of Committees: Each committee shall be under the direction and control of the Board and shall keep regular minutes of their proceedings, and all actions of each committee shall be reported to the Board of Directors and shall be subject to revision, ratification or alteration by the Board of Directors. Each committee shall meet as provided by its rules or by resolution of the Board of Directors. Notice of all meetings of any committee shall be given to all members of that committee as required by the Minnesota Open Meeting Law.

Section 14. Conflict of Interest: Each Board Member must complete ~~a statement of assurances conflict of interest statement~~ **a statement of assurances** from ~~review by~~ the Board's Authorizer within thirty ~~(30)~~ **(10)** days of their election, and shall be given to **Board's Authorizer within (20) business days of such addition**. **In addition, each board** member shall annually complete such a statement on the anniversary of their election or on such an annual date that the Board may select.

ARTICLE V OFFICERS AND EMPLOYEES

Section 1. Number; Election: The officers of the Board shall be elected for one (1) year terms by the Board of Directors, and shall consist of a Board Chair, Treasurer, Secretary and such other

officers as the Board shall determine from time to time.

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

Section 3. Board Chair: The Board Chair shall:

3.1 See that the resolutions and directives of the Board are carried into effect, and in general, shall discharge all duties incident to the office of Chair as prescribed by the Board.

3.2 Preside at all meetings of the Board except when this authority is temporarily designated to another member by the Board as a result of the Chair's absence.

3.3 Be a voting ex-officio member of all Board Committees. Although the Chair is not required to attend or vote in Committee Meetings, the Chair may exercise this right at any time.

Section 4. Treasurer: The Treasurer shall:

4.1 Be responsible for the preparation of the proposed annual budget as well as serve as Chair of the Finance Committee.

4.2 Ensure the keeping of financial records and documents belonging to AAHS.

4.3 Present a finance report at the Annual Meeting and shall make other reports to the Board as required.

Section 5. Secretary: The Secretary shall:

5.1 Attend all Board Meetings and, when requested, Committee Meetings.

5.2 Record all proceedings and voting records of the Board in minutes and maintain them in a book to be kept at AAHS for public review. If the Secretary is unable to attend a Meeting, the Board will designate another person to take minutes and to forward to the Secretary (this person may or may not be a current Board Member).

5.3 Ensure the keeping of all agendas, minutes, books, correspondence, Committee minutes, and other papers relating to the business of the Board, except those that are the responsibility of the Treasurer.

5.4 Give or cause to be given, all notices of Board Meetings and other notices as required by law of ~~of~~ these bylaws.

Section 7. Removal of Office: Any officer ~~who~~ may be removed at any time, with or without cause, by the vote of a majority of a quorum of the Board of Directors at any regular meeting or at a special meeting called for that purpose.

Section 8. Resignation: Any officer may resign at any time. Such resignation shall be made in writing to the Board Chair or Secretary and shall take effect at the time specified therein or, if not time be specified, at the time of its receipt by the Board Chair or Secretary. The acceptance

of a resignation shall not be necessary to make it effective.

ARTICLE VI TEACHER POWERED SCHOOL (TPS) COMMITTEE

Section 1. Designation of: The Board shall approve a committee of employees to serve on the TPS Committee to fulfill the executive roles as follows:

6.1 Be responsible for providing professional advice and assistance to the Board, and to provide information about relevant issues that arise in school operations.

6.2 Hire and release advisors and staff who **shall** report directly to the TPS Committee.

6.3 Administer, delegate and assess the work of the school's mission *including*:

a. Advisors and staff

b. Subcontractors and other vendors

6.4 Monitor and manage student life.

6.5 Serve as a positive interface with the community.

6.6 Responsibly manage the school's resources.

6.7 Perform other duties as authorized by the Board.

ARTICLE VII FISCAL MANAGEMENT

Section 1. Execution of AAHS Document: The Board may authorize any Board Officers, the TPS Committee, or delegate of the Committee, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of AAHS. Such authority is confined to specific instances as approved by the Board. The Policy and Procedure Manual of AAHS, as approved by the Board, shall serve as the authority for specifics.

Section 2. Loans: No loans shall be contracted on behalf of AAHS, nor evidences of indebtedness shall be issued in its name unless authorized by Board resolution.

Section 3. Deposits: All AAHS funds not otherwise employed shall be deposited in a timely manner to the credit of AAHS in a bank or financial institution as the Board elects.

Section 4. Checks, Drafts, etc: All checks, drafts, or other orders for payment of funds will be signed by Board Officers, TPS Signatories, or other persons designated and approved by the Board.

Section 5. Petty Cash: The TPS Committee may be authorized to administer a Petty Cash Fund. The size of this fund shall not exceed \$100 USD unless authorized by Board resolution.

ARTICLE VIII DISTRIBUTION OF THE ASSETS

Section 1. Right to Cease Operations and Distribute Assets: By a two-thirds (2/3) vote of all Members, the Board may resolve that AAHS cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated Officers of the Board to perform all acts necessary to effect a dissolution. Written notice as required by these Bylaws shall be given to all voting members stating that the purpose of the meeting shall be to vote upon the dissolution of the School. A resolution to dissolve the School shall be approved only upon the affirmative vote of a two-thirds (2/3) of a quorum of voting members of the Board taken at a meeting during which the resolution is brought before the voting members. If such cessation and distribution is called for, the Board shall set a date for the commencement of the distribution.

ARTICLE IX INDEMNIFICATION

Section 1. AAHS shall indemnify and hold harmless any Board Member, Officer, or employee from any suit, damage, claim, judgement or liability arising out of, or asserted to arise out of conduct of persons in their capacity as a Board Member, Officer, or employee, except in cases involving willful misconduct. Indemnification provided under this section shall comply with and follow the requirements as provided by Minnesota Statute, Section 317A.521. AAHS shall not be obligated to indemnify a board member who has violated Minn. Stat. 124E.07 subd. 3(b).”

ARTICLE X AMENDMENTS

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

Exhibit D: Description of Educational Program: In-School Time

School Name: Academic Arts High School

Mission: Learn by doing, embrace your place in the world, prepare for success, and make friends

Vision: a generation of young people who can navigate the world with the awareness, knowledge, attitudes, and skills necessary to make a positive impact

Program Description:

Provide a description that outlines the school's educational programs and how they are designed to meet the school's mission and vision. If the school has a preschool or pre-K instructional program, include a description of that program. This document should be no more than two pages and should provide a current, accurate and general overview of the school's programs during the school day.

Academic Arts High School utilizes a foundational approach to student success. AAHS values information, techniques, and skills that can be learned outside of the classroom and seeks to integrate core classes with Project Based Learning. Students are assigned an Advisor each year. This Advisor helps students select coursework and projects that fit their learning needs and individual interests. Grades and progress are reported and the students' advisor monitors overall progress and growth.

Currently, AAHS uses a combination of in-class, traditional teaching for core subjects and project based learning that is teacher guided and student driven for electives. The school has integrated project-based learning into the classroom. An integral part of AAHS is serving students at risk of dropping out or potentially not graduating. Students work independently to develop strong self-advocacy skills and they also work in groups to learn effective communication and collaboration. Self-advocacy and teamwork skills are essential for students to thrive in post-secondary education and careers.

Students are engaged in authentic learning, environmental education, post-secondary readiness and relationship building on a daily basis. They employ project-based learning related to environmental awareness and post-secondary options. These projects can be student or teacher-driven. A student-driven project would be one that a student designs with the guidance of their advisor or with a teacher in a designated PBL class that aligns with state standards. A teacher-driven project would be one that an advisor or advisors create based on state standards and assigns to students based on individual credit needs. Whether a student or teacher-driven project, the advisor guides the student through each week of the project by setting weekly goals. Students work on teacher-driven projects in all classes. This is useful for students who are new to project-based learning or those who continue to need extra structure to be successful at PBL. Students can also work on pre-designed or "canned" teacher-driven projects outside of classes or in a PBL class.

Combining project-based learning with the traditional teaching model develops an interest in learning that will follow students after graduation. Curriculum is aligned to state standards and project based learning requires students be inquisitive and develop a passion for lifelong learning.

Within a quarter, classes and experiences align with cross-curricular themes. Themes are announced at the beginning of the year. The goal of themes is to have student looking at the same topics and problems from different perspectives in their respective classes. An example of the

theme is “invasion”. For this theme, students learn and complete projects about invasive species in life science classes, the history of important invasions or wars in social studies classes, the physics of warfare in physics classes, etc. On experience days, which are typically held every other Friday, students interact with the community in experiences that align with the quarter theme. An example of an experience for the “invasion” theme was a visit to the Somali Museum of Minnesota where students learned about and discussed issues regarding immigration in the modern world.

Two large senior projects are required of juniors and graduating seniors. The two projects include a life plan and a senior project. The senior project is selected by the student in an area of their interest. The life plan requires students apply for college or jobs, get quotes on housing and develop a budget. This prepares them for a successful life after High School.

A goal of the school is to continue to develop a focus on academic rigor informed by data. Data from content-specific probes, cross-curricular reading/writing/language comprehension assessments, and NWEA testing informs curriculum. For example, students whose scores show a need for remediation in a specific subject are enrolled in remedial courses. These students are then given the respective assessment again to track effectiveness of the intervention.

During COVID-19 restrictions, the school utilized virtual learning to meet the learning needs of students. The school continues to utilize virtual learning as an innovative part of a blended learning program. In FY22, students learned virtually on Wednesdays. The school continues to utilize blended learning after the state of emergency due to covid COVID was lifted in FY23.

Details of Blended Learning Model: All students are required to attend during “Blended learning” times. Students must attend “Blended learning” times during days with altered schedules (e.g. all Wednesdays) either virtually or in-person. Students have an altered schedule on days that include “blended learning time” (e.g. Wednesdays). On days with altered schedules, including all Wednesdays, students have a shortened class schedule in the first half of the day. New course content is not delivered on these days. This time is focused on helping students with classwork and providing students with experiences (field trips, speakers, self-contained seminars, curricular student clubs, etc.). On days with altered schedules, students have the option to leave at lunch (students have off campus lunch) to work virtually until the end of the scheduled school day (3:20). All students have access to their coursework through technology provided by the school. All coursework is available online. Students attend virtually through several pathways including by interacting with materials in Google Classroom (e.g. virtual learning check-in questions, assignments, etc.), connecting directly with staff for help (email, phone, text, gchat, etc.), and contributing to school-wide social media experiences (Padlet, etc.). The school may add and adjust methods to verify attendance as needed in response to observed student needs. Staff are available to assist students in school or virtually, usually after lunch, on days with altered schedules (Wednesdays) during “blended learning time”. Staff meet with students by appointment, either in person or virtually, as per student/parent requests and as determined by teachers (e.g. if a student is behind in a class a teacher may set up a time Wednesday to have a 1-to-1 check in for extra help).

Changes to the schools blended learning model will be communicated and approved with the authorizer and MDE before implementation.

Exhibit E: Description of Additional Programs – Out-of-School Time

Out-of-School Time Programs include any programs operated before or after school hours, or on weekends, or during school calendar breaks, but does not include school clubs or athletics. The School does not implement out-of-school time programs not otherwise identified and described in this Exhibit.

School Name: Academic Arts High School

Program Description:

Academic Arts High School does not offer any out-of-school programs.

Exhibit F: Statutory Purposes

The primary purpose of Academic Arts High School is to improve all pupil learning and all student achievement. Academic Arts High School will report its implementation of the primary purpose in its annual report.

Academic Arts High School meets the primary statutory purpose, to improve all pupil learning and all student achievement, through its four pillars: Authentic Learning, Environmental Education, Real-World Readiness, and Personal Relationships. These pillars are aligned with the school's mission: "Learn by doing, embrace your place in the world, prepare for success, and make friends along the way."

The school's learning program fosters authentic learning by incorporating project-based learning (informed the High Tech High project design model) into all classes. Cross-curricular themes allow students to dive deep into the same topics from different perspectives in all classes within a quarter. Experiences (i.e. field trips, speakers, seminars, etc) aligned with quarter themes provide students with further context on the themes that they are studying in classes. Students prove mastery of standards not by completing tests but by addressing common topics in different classes to produce and present projects by deadlines. Projects are designed to require mastery of standards in order to be completed.

The school's culture and norms foster environmental education through the ubiquitous presence of and focus on the 7 Leave No Trace (LNT) principles. Throughout the year, students participate in activities that instill the values of the 7 leave no trace principles in the school and in their lives outside of school. Several overnight trips, including trips to the Osprey Wilds Environmental Learning Center, Wolf Ridge ELC, and others, give students opportunities to practice these principles in natural settings.

Key features of the schools learning program foster real-world readiness by developing specific life-skills. Courses such as Life Plan and Senior Project are examples of graduation requirements that provide students with basic skills needed for life as an adult (e.g. opening a savings account, registering to vote, finding housing, balancing a personal budget, researching career options, etc.). The school's "Transitions" program is alternative way for students with IEPs who are significantly behind in credits to meet graduation requirements by showing mastery in specific life skills vital for life after high school.

The school's learning program, culture, and norms promote personal relationships. Personal relationships allow students and staff to better hold each other accountable for pupil learning and student achievement. The advisor-advisee relationship in advisories provides forum through which students can build relationships with staff who know their educational journey and get support with issues that may affect their achievement in school with a group of trusted staff and peers. Restorative justice and PBIS practices further foster these personal relationships.

The additional purpose of Academic Arts High School are to:

- Increase learning opportunities for all pupils.
- Encourage the use of different and innovative teaching methods.
- Measure learning outcomes and create different and innovative forms of measuring outcomes.

- Establish new forms of accountability for schools.
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

Academic Arts High School will report its implementation of this (these) additional purpose(s) in its annual report.

The school actively seeks innovative ways to accommodate learning for students who have not been successful in traditional school settings. Accommodation is built into all class curriculum regardless of student IEP status. Student learning is tracked in many ways (traditional assignments, Mastery Checks, 1-on-1 check-ins) and students can earn credit in many ways (teacher led projects, student led projects, mastery tracking in online curriculum, etc.). Wednesdays have an altered schedule to accommodate experiences and field trips are incorporated into classes. The school has also completed a process using the A-GAME framework to identify academic goals that more effectively and relevantly measure school outcomes.

Academic Arts High School
Exhibit G: Academic and Academic-Related Goals
Contract Period July 1, 2023 through June 30, 2026

As articulated in MN Stat. 124E.10, Subd. 1(b), “A charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school

Ready for Kindergarten [R4K]

All students are ready for kindergarten.

Reading Well by 3rd Grade [RG3]

All students in third grade achieve grade-level literacy.

Achievement Gap Closure [AGC]

All racial and economic achievement gaps between students are closed.

Career and College Readiness [CCR]

All students are career- and college-ready before graduating from high school.

Graduate from High School [GRAD]

All students graduate from high school.

Each measure is weighted to indicate its overall significance in fulfilling the primary purpose of improving all pupil learning and all student achievement. The school earns a

- Exceeds Target: ×1.5 points
- Meets Target: ×1.0 points
- Approaches Target: ×0.5 points
- Does Not Meet Target: ×0.0 points

Indicator areas are then assigned a rating based on the percentage of points earned:

- Exceeds Standard = 100.1-150.0% of points earned
- Meets Standard = 75.0-100.0% of points earned
- Approaches Standard = 50.0-74.9% of points earned
- Does Not Meet Standard = 0.0-49.9% of points earned

All goals are for students enrolled as of October 1 in each of the years assessed for all grades assessed unless otherwise indicated.

Summary of Indicator Points

Indicator	Points Possible	Points Earned	% Earned
1: Mission Related Outcomes	16	0	0.0%
2: English Language Learners	0	0	0.0%
3: Reading Growth	18	0	0.0%
4: Math Growth	18	0	0.0%
5: Reading Proficiency	2	0	0.0%
6: Math Proficiency	2	0	0.0%
7: Science Proficiency (and Growth)	9	0	0.0%
8: Other Proficiency or Growth	10	0	0.0%
9: Post-Secondary Readiness	16	0	0.0%
10: Attendance	9	0	0.0%
Overall	100	0	0.0%

Indicator 1: Mission Related

16 Points

<i>School Goal: Over the period of the contract, students at Academic Arts High School will demonstrate social-emotional learning.</i>			
Performance Ratings	Measure 1.1 [CCR] – 16 Points: In aggregate, from FY24-25, 70% of students will EITHER have an overall score in the Strong Range (66.67-100) on the school's Social and Emotional Survey post-test OR show growth toward the strong range from their pre-test.		Result:
Exceeds Target (x 1.5)	In aggregate, at least 80% of students meet target		
Meets Target (x1.0)	In aggregate, at least 70% of students meet target		
Approaches Target (x0.5)	In aggregate, at least 60% of students meet target		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		16	0
			0.0%

Indicator 2: English Language Learners

0 Points

<i>School Goal: Over the period of the contract, students at Academic Arts High School will demonstrate progress toward becoming proficient in English.</i>			
Performance Ratings	Measure 2.1 [CCR] – 0 Points: From FY22 to FY25, the aggregate percentage of English Learners meeting target on the ACCESS test in all grades will be equal to or greater than that of the state percentage of English Learners meeting target.		Result:

Exceeds Target (x 1.5)	The aggregate percentage is at least 10.0 percentage points greater than the state percentage of English Learners meeting target.			44
Meets Target (x1.0)	The aggregate percentage is equal to or greater than the state percentage of English Learners meeting target.			
Approaches Target (x0.5)	The aggregate percentage is within 5.0 percentage points of the state percentage of English Learners meeting target.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
Performance Ratings	Measure 2.2 [CCR] – 0 Points: From FY22 to FY25, the average progress toward target for English Learners in all grades on the ACCESS test will be equal to or greater than the state average progress toward target.			Result:
Exceeds Target (x 1.5)	The aggregate percentage is least 10.0 percentage points over the state average progress toward target.			
Meets Target (x1.0)	The aggregate percentage equal to or greater than the state average progress toward target.			
Approaches Target (x0.5)	The aggregate percentage is within 5.0 percentage points of the state’s average progress toward target.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
		Points Possible	Points Earned	% Earned
		0	0	0.0%

The school does not have points allocated to this goal because it does not serve a significant population of English Learners.

Indicator 3: Reading Growth

18 Points

School Goal: Over the period of the contract, Academic Arts High School students will demonstrate growth in reading as measured by nationally normed assessments and curriculum-based assessments.				
Performance Ratings	Measure 3.1 [CCR] – 2 Points: In FY23, at least 70% of students will either meet or exceed grade level for at least 1 test (fall, winter, or spring) OR reach their growth target (Fall-Spring or Winter-Spring) on the NWEA - MAP Reading test.			Result:
Exceeds Target (x 1.5)	At least 80% of students meet or exceed grade level OR reach their growth target			
Meets Target (x1.0)	At least 70% of students meet or exceed grade level OR reach their growth target			
Approaches Target (x0.5)	At least 60% of students meet or exceed grade level OR reach their growth target			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
Performance Ratings	Measure 3.2 [CCR] – 8 Points: In aggregate, from FY24-25, at least 70% of students will either meet or exceed grade level for at least 1 test (fall, winter, or spring) OR reach their growth target (Fall-Spring or Winter-Spring) on the NWEA - MAP Reading test.			Result:
Exceeds Target (x 1.5)	At least 80% of students meet or exceed grade level OR reach their growth target			
Meets Target (x1.0)	At least 70% of students meet or exceed grade level OR reach their growth target			
Approaches Target (x0.5)	At least 60% of students meet or exceed grade level OR reach their growth target			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
Connected	Either score at grade level or meet at least 80% of growth target			

Partially Connected	Either score at grade level or meet at least 66% of growth target
Minimally Connected	Either score at grade level or meet at least 33% of growth target
Not Connected	Not included
Calculation	
Numerator	Number of connected students that met their goal + Number of Students in Partially Connected students that met their goal + number of minimally connected students that met their growth target + Not Connected students who meet the goal conditions for Minimally Connected students
Denominator	Number of connected students tested + number of tested partially connected students tested + number of minimally connected students tested
Caveat	At least 70% of all students enrolled during the testing window (including non connected) and need to take the test (Fall - mandatory, Spring - mandatory, and, winter - mandatory for students enrolled after fall testing window or who did not take it in the fall), regardless of connection profile, participate in the assessment
	If not met one of three occasions No impact
	If not met on two of three occasions Downgrade one rating level for the specific goal
	If not met on all three occasions Receive a zero for the specific goal

Performance Ratings	Measure 3.3 [CCR] – 8 Points: In aggregate, from FY24-25, at least 70% of students will either show mastery of reading and language comprehension skills or show growth over the course of the year using quarterly reading probes at appropriate reading levels.		Result:
Exceeds Target (x 1.5)	At least 80% of students meet or exceed grade level OR reach their growth target		
Meets Target (x1.0)	At least 70% of students meet or exceed grade level OR reach their growth target		
Approaches Target (x0.5)	At least 60% of students meet or exceed grade level OR reach their growth target		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Connected	Score at least 80% correct or reducing the difference between pre-post test by 70% (e.g., if achieved 20% correct in BOY they need to achieve at least a 42% percentage point improvement, or 62% correct)
Partially Connected	Score at least 80% correct or reducing the difference between pre-post test by 60% (e.g., if achieved 20% correct in BOY they need to achieve at least a 36% percentage point improvement, or 56 % correct)
Minimally Connected	Score at least 80% correct or reducing the difference between pre-post test by 50% (e.g., if achieved 20% correct in BOY they need to achieve at least a 30% percentage point improvement, or 50% correct)
Not Connected	Score at least 50% correct or show improvement on the pre-post probes

Calculation	
Numerator	Number of connected students that met their goal + Number of Students in Partially Connected students that met their goal + number of minimally connected students that met their growth target + Not Connected students who meet their growth target

Denominator	Number of connected students tested + number of tested partially connected students tested + number of minimally connected students tested + number of not connected students tested	
Caveat	At least 70% of all students enrolled during each testing window, regardless of connection profile, participate in the probe	
	If not met two of four occasions	No impact
	If not met on three of four occasions	Downgrade one rating level for the specific goal
	If not met on all four occasions	Receive a zero for the specific goal

Points Possible	Points Earned	% Earned
18	0	0.0%

Indicator 4: Math Growth

18 Points

School Goal: Over the period of the contract, Academic Arts High School students will demonstrate growth in math as measured by nationally normed assessments and curriculum-based assessments.

Performance Ratings	Measure 4.1 [CCR] – 2 Points: In FY23, at least 70% of students will either meet or exceed grade level for at least 1 test (fall, winter, or spring) OR reach their growth target (Fall-Spring or Winter-Spring) on the NWEA - MAP Math test		Result:
Exceeds Target (x 1.5)	At least 80% of students meet or exceed grade level OR reach their growth target		
Meets Target (x1.0)	At least 70% of students meet or exceed grade level OR reach their growth target		
Approaches Target (x0.5)	At least 60% of students meet or exceed grade level OR reach their growth target		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 4.2 [CCR] – 8 Points: In aggregate, from FY24-25, at least 70% of students will either meet or exceed grade level for at least 1 test (fall, winter, or spring) OR reach their growth target (Fall-Spring or Winter-Spring) on the NWEA - MAP Math test		Result:
Exceeds Target (x 1.5)	At least 80% of students meet or exceed grade level OR reach their growth target		
Meets Target (x1.0)	At least 70% of students meet or exceed grade level OR reach their growth target		
Approaches Target (x0.5)	At least 60% of students meet or exceed grade level OR reach their growth target		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Connected	Either score at grade level or meet at least 80% of growth target		
Partially Connected	Either score at grade level or meet at least 66% of growth target		

Minimally Connected	Either score at grade level or meet at least 33% of growth target
Not Connected	Not included
Calculation	
Numerator	Number of connected students that met their goal + Number of Students in Partially Connected students that met their goal + number of minimally connected students that met their growth target + Non Connected students who meet the goal conditions for Minimally Connected students
Denominator	Number of connected students tested + number of tested PC students tested + number of MC students tested
Caveat	At least 70% of all students enrolled during the testing window (including non connected) and need to take the test (Fall - mandatory, Spring - mandatory, and, winter - mandatory for students enrolled after fall testing window or who did not take it in the fall), regardless of connection profile, participate in the assessment
	If not met one of three occasions No impact
	If not met on two of three occasions Downgrade one rating level for the specific goal
	If not met on all three occasions Receive a zero for the specific goal

Performance Ratings	Measure 4.3 [CCR] – 8 Points: In aggregate, from FY24-25, at least 70% of students who complete a math course will either show mastery of course specific math skills or show growth using quarterly school developed probes in specific math course completed.		Result:
Exceeds Target (x 1.5)	At least 80% of students meet or exceed grade level OR reach their growth target		
Meets Target (x1.0)	At least 70% of students meet or exceed grade level OR reach their growth target		
Approaches Target (x0.5)	At least 60% of students meet or exceed grade level OR reach their growth target		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Connected	Score at least 80% correct or reducing the difference between pre-post test by 70% (e.g., if achieved 20% correct in BOY they need to achieve at least a 42% percentage point improvement, or 62% correct)		
Partially Connected	Score at least 80% correct or reducing the difference between pre-post test by 60% (e.g., if achieved 20% correct in BOY they need to achieve at least a 36% percentage point improvement, or 56% correct)		
Minimally Connected	Score at least 80% correct or reducing the difference between pre-post test by 50% (e.g., if achieved 20% correct in BOY they need to achieve at least a 30% percentage point improvement, or 50% correct)		
Not Connected	Score at least 50% correct or show improvement on the pre-post probes		
Calculation			
Numerator	Of students enrolled in a math class each respective quarter: Number of connected students that met their goal + Number of Students in Partially Connected students that met their goal + number of minimally connected students that met their growth target + Non Connected students who meet their growth target		

Denominator	Of students enrolled in a math class each respective quarter: Number of connected students tested + number of partially connected students tested + number of minimally connected students tested + number of NC students tested
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Points Possible	Points Earned	% Earned
18	0	0.0%

Indicator 5: Reading Proficiency

2 Points

School Goal: Over the period of the contract, Academic Arts High School students will demonstrate proficiency in reading as measured by state assessments.

Performance Ratings	Measure 5.1 [CCR] – 2 Points: From FY24-25, the school’s aggregate proficiency index score will be equal to or greater than that of the state aggregate for alternative schools that serve the same grades (grade 10) OR maintain or increase the index score using 2022 as baseline (52.6%).		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 20% higher than the state aggregate reading proficiency index for alternative schools or the FY22 baseline.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is at least equal to the state aggregate reading proficiency index for alternative schools or the FY22 baseline.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is no more than 20% lower than the state aggregate reading proficiency index for alternative schools or the FY22 baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
2	0	0.0%

Indicator 6: Math Proficiency

2 Points

School Goal: Over the period of the contract, Academic Arts High School students will demonstrate proficiency in math as measured by state assessments.

Performance Ratings	Measure 6.1 [CCR] – 2 Points: From FY24-25, the school’s aggregate proficiency index score will be equal to or greater than that of the state aggregate for alternative schools that serve the same grades (grade 11) OR maintain or increase the index score using 2022 as baseline (9.4%).		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 20% higher than the state aggregate math proficiency index for alternative schools or the FY22 baseline.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is at least equal to the state aggregate math proficiency index for alternative schools or the FY22 baseline.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is no more than 20% lower than the state aggregate math proficiency index for alternative schools or the FY22 baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% ⁴⁹ Earned
2	0	0.0%

Indicator 7: Science Proficiency and Growth

9 Points

School Goal: Over the period of the contract, Academic Arts High School students will demonstrate proficiency in science as measured by state assessments and growth in science as measured by curriculum-based assessments.

Performance Ratings	Measure 7.1 [CCR] – 2 Points: From FY24-25, the school’s aggregate proficiency index score will be equal to or greater than that of the state aggregate for alternative schools that serve the same grades OR maintain or increase the index score using 2022 as baseline (29%).		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 20% higher than the state aggregate science proficiency index for alternative schools or the FY22 baseline.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is at least equal to the state aggregate science proficiency index for alternative schools or the FY22 baseline.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is no more than 20% lower than the state aggregate science proficiency index for alternative schools or the FY22 baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.2 [CCR] – 7 Points: In aggregate, from FY24-25, at least 70% of students who complete a science course will show growth in science skills using quarterly school developed probes for the appropriate science courses (life science, physical science, etc.).		Result:
Exceeds Target (x 1.5)	At least 80% of students meet or exceed grade level OR reach their growth target		
Meets Target (x1.0)	At least 70% of students meet or exceed grade level OR reach their growth target		
Approaches Target (x0.5)	At least 60% of students meet or exceed grade level OR reach their growth target		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Connected	Score at least 80% correct or reducing the difference between pre-post test by 70% (e.g., if achieved 20% correct in BOY they need to achieve at least a 42% percentage point improvement, or 62% correct)		
Partially Connected	Score at least 80% correct or reducing the difference between pre-post test by 60% (e.g., if achieved 20% correct in BOY they need to achieve at least a 36% percentage point improvement, or 56% correct)		
Minimally Connected	Score at least 80% correct or reducing the difference between pre-post test by 50% (e.g., if achieved 20% correct in BOY they need to achieve at least a 30% percentage point improvement, or 50% correct)		
Not Connected	Score at least 50% correct or show improvement on the pre-post probes		
Calculation			
Numerator	Of students enrolled in a science class each respective quarter who have >50% attendance to that class: Number of connected students that met their goal + Number of partially connected students that met their goal + number of minimally connected students that met their growth target + Not Connected students who meet the goal conditions for Minimally Connected students		
Denominator	Of students enrolled in a science class each respective quarter who have >50% attendance to that class: Number of connected students tested + number of Partially Connected students tested + number of Minimally Connected students tested + number of Not Connected students tested		

Points Possible	Points Earned	% ⁵⁰ Earned
9	0	0.0%

Indicator 8: Proficiency in Other Curricular Areas

10 Points

School Goal: Over the period of the contract, Academic Arts High School students will demonstrate growth in language usage as measured by nationally normed assessments.

Performance Ratings	Measure 8.1 [CCR] – 2 Points: In FY23, at least 70% of students will either meet or exceed grade level for at least 1 test (fall, winter, or spring) OR reach their growth target (Fall-Spring or Winter-Spring) on the NWEA - MAP Language Usage test.		Result:
Exceeds Target (x1.5)	At least 80% of students meet or exceed grade level OR reach their growth target		
Meets Target (x1.0)	At least 70% of students meet or exceed grade level OR reach their growth target		
Approaches Target (x0.5)	At least 60% of students meet or exceed grade level OR reach their growth target		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Calculation			
Numerator	Number of students who met or exceeded grade level OR met RIT growth target		
Denominator	Number of students with two valid tests to compare growth		
Performance Ratings	Measure 8.2 [CCR] – 8 Points: In aggregate, from FY24-25, at least 70% of students will either meet or exceed grade level for at least 1 test (fall, winter, or spring) OR reach their growth target (Fall-Spring or Winter-Spring) on the NWEA - MAP Language Usage test.		Result:
Exceeds Target (x 1.5)	At least 80% of students meet or exceed grade level OR reach their growth target		
Meets Target (x1.0)	At least 70% of students meet or exceed grade level OR reach their growth target		
Approaches Target (x0.5)	At least 60% of students meet or exceed grade level OR reach their growth target		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Connected	Either score at grade level or meet at least 80% of growth target		
Partially Connected	Either score at grade level or meet at least 66% of growth target		
Minimally Connected	Either score at grade level or meet at least 33% of growth target		
Not Connected	Not included		
Calculation			
Numerator	Number of connected students that met their goal + Number of Students in Partially Connected students that met their goal + number of minimally connected students that met their growth target + Non Connected students who meet the goal conditions for Minimally Connected students		

Denominator	Number of connected students tested + number of tested Partially Connected students tested + number of Minimally Connected students tested
Caveat	At least 70% of all students enrolled during the testing window (including non connected) and need to take the test (Fall - mandatory, Spring - mandatory, and, winter - mandatory for students enrolled after fall testing window or who did not take it in the fall), regardless of connection profile, participate in the assessment
	If not met one of three occasions No impact
	If not met on two of three occasions Downgrade one rating level for the specific goal
	If not met on all three occasions Receive a zero for the specific goal

Points Possible	Points Earned	% Earned
10	0	0.0%

Indicator 9: Post-Secondary Readiness

16 Points

School Goal: Over the period of the contract, students at Academic Arts High School will demonstrate readiness for post-secondary success.			
Performance Ratings	Measure 9.1 [GRAD] – 8 Points: From FY23-25, the aggregate 4-year, 5-year, 6-year, or 7-year graduation rate will maintain or increase from baseline of FY22 or will be greater than the aggregate of alternative schools in the state.		Result:
Exceeds Target (x 1.5)	The school’s aggregate graduation rate is at least 10 percentage points greater than the baseline rate OR is at least 5 percentage points greater than the alternative schools rate.		
Meets Target (x1.0)	The school’s aggregate graduation rate is equal to or greater than the baseline rate OR is greater than the alternative schools rate.		
Approaches Target (x0.5)	The school’s aggregate graduation rate is within 5 percentage points of the baseline rate OR the alternative schools rate.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 9.2 [GRAD] – 8 Points: In aggregate, from FY23-25, 70% of graduates will demonstrate college/career/workforce readiness by achieving one or more of the following: -Achieve a "ready for workforce" designation on their work experience section of the senior project (per workforce readiness rubric) -Is accepted to at least one post-secondary option prior to graduation (college/university, apprenticeship, post-secondary training program) -Enlists in the military -Earn a college/career ready score (or a score reflecting no more than one semester of remediation is needed) on either the ACT, Accuplacer, or ASVAB -Completes their life plan project with a grade of C or better -Transitions students complete their individualized transitions plan (per their IEP)		Result: 52
Exceeds Target (x 1.5)	The aggregate percentage of graduates meeting requirement is at least 80%.		
Meets Target (x1.0)	The aggregate percentage of graduates meeting requirement is at least 70%.		
Approaches Target (x0.5)	The aggregate percentage of graduates meeting requirement is at least 70%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Numerator	Graduates who meet one or more of the conditions in the goal		
Denominator	Graduates from respective fiscal years		

Points Possible	Points Earned	% Earned
16	0	0.0%

Indicator 10: Attendance

9 Points

School Goal: Over the period of the contract, Academic Arts High School students will attend the school at high rates.			
Performance Ratings	Measure 10.1 [CCR] – 1 Point: In FY23, 70% of students will either attend at least 80% of the time or show growth in their attendance toward 80%.		Result:
Exceeds Target (x 1.5)	80% of students meet the attendance target		
Meets Target (x1.0)	70% of students meet the attendance target		
Approaches Target (x0.5)	60% of students meet the attendance target		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 10.2 [CCR] – 8 Points: In aggregate, from FY24-25, 70% of students will either attend at least 80% of the time or show growth in their attendance toward 80%.		Result:
Exceeds Target (x 1.5)	80% of students in aggregate meet the attendance target		
Meets Target (x1.0)	70% of students in aggregate meet the attendance target		
Approaches Target (x0.5)	60% of students in aggregate meet the attendance target		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Connected	Will maintain an attendance rate of 80% or higher		

Partially Connected	Will either reach an attendance rate of 80% or show growth toward an 80% rate
Minimally Connected	Will either reach an attendance rate of 80% or show growth toward an 80% rate
Not Connected	Will show growth from the initial attendance rate (first 15 days)

Points Possible	Points Earned	% Earned
9	0	0.0%

Exhibit H: Academic Arts High School Environmental Education Goals

EE Performance Indicator 1: Awareness

1. 70% of students at Academic Arts High School have the awareness, or are increasing their awareness, of the relationship between the environment and human life as measured by curriculum-based measures across the contract period.

EE Performance Indicator 2: Knowledge

2. 70% of students at Academic Arts High School have the knowledge, or are increasing their knowledge, of human and natural systems and processes as measured by curriculum-based measures across the contract period.

EE Performance Indicator 3: Attitudes

3. 25% of students at Academic Arts High School have an attitude, or are increasing their attitude of, appreciation and concern for the environment as measured by curriculum-based measures across the contract period.

EE Performance Indicator 4: Skills

4. 70% of students at Academic Arts High School have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life as measured by curriculum-based measures across the contract period.

EE Performance Indicator 5: Action

5. 70% of students at Academic Arts High School demonstrate the capacity, or are increasing their capacity, to work individually and collectively toward sustaining a healthy natural environment as measured by curriculum-based measures across the contract period.

The school will develop an Environmental Literacy Plan (ELP) that will specify the curriculum-based measures. The ELP will be submitted to Osprey Wilds annually no later than September 1 for the current school year and is subject to approval by Osprey Wilds. If the ELP does not satisfactorily meet Osprey Wilds' expectations for environmental education as determined by Osprey Wilds, the ELP will need to be revised until such expectations are met.

AAHS Lottery Process

General Lottery A completed Enrollment Application is required in order to be included in the annual lottery and/or placed on the waiting list. (*See Exceptions to the Lottery Process below*)

The lottery for all grades will be held each May to determine placement for the following school year. (*See Exceptions to the Lottery Process.*) On that date, all existing and newly received Enrollment Applications, will be assigned a computerized, random number and placed sequentially to comprise the waiting list from which to fill the next year's class openings. Preference will be given with first priority to siblings of students and foster siblings of students and second priority to children of teachers and foster children of teachers working as teachers within the school according to MN Statute. All staff witnesses will sign a form certifying the lottery results and process, which will also be certified by the School Board.

Waiting lists will remain in place for one school year. All valid applications will be re-lotteried each May to include applications received since the previous year's lottery. Siblings and children of Academic Arts High School teachers will continue to receive preference as allowed by statute.

Former students who have withdrawn and requested to remain on the waiting list will be subject to the same policies and lottery process. Attempts will be made to fill all openings for the upcoming school year between May and the last day of school. Subsequent openings will be filled as they become available.

The **Waiting List** for Academic Arts High School is intended for the sole purpose of enrollment and distribution of information deemed appropriate by Academic Arts High School to be of interest to these parties. Academic Arts High School will not sell, distribute or otherwise disseminate waiting list information. Academic Arts High School will not use this list for solicitation purposes other than to gather interest and involvement in those things related to enrollment, expansion or related interests at Academic Arts High School.

Once a student is enrolled in the school, the student is considered enrolled in the school until the student formally withdraws or is expelled under the Pupil Fair Dismissal Act.

Exceptions to the Lottery Process (as allowed by MN Statute) In accordance with MN State Statute 124E, there are exceptions to the lottery process. An exception will be caused when a position is open and the overall enrollment is within the maximum enrollment numbers and there are no students on the waiting list (within the grade/classroom level.)

Open positions shall be advertised through marketing materials and posting notices, the Academic Arts High School website and various other methods. A deadline date will be specified for applications. An enrollment application will be required for record keeping, but said students will be exempt from the lottery process as defined in this policy.

EXHIBIT J – GOVERNANCE, MANAGEMENT, AND ADMINISTRATION PLAN

The School shall have all powers, duties and responsibilities provided by law to a charter school.

The School shall abide by all applicable federal laws, statutes and regulations.

The School shall be exempt from all Minnesota statutes and rules applicable to a School, a School board or a School district, except as provided by Minnesota Statutes Chapter 124E unless a statute or rule is made specifically applicable to a charter school or as otherwise specified in this Contract.

The School shall be governed by a Board of Directors elected in accordance with policies and procedures in the School's Bylaws and consistent with statutory requirements.

The School Board of Directors shall decide matters related to operation of the School, including, but not limited to, budgeting, curriculum, and operating procedures.

Meetings of the School Board of Directors shall comply with the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.

The School Board of Directors delegates the day-to-day management of the School to the administrator(s) who is/are hired and supervised by the School Board of Directors. The School Board of Directors may choose to contract with a third-party provider (CMO/EMO) for comprehensive education design and operation services or comprehensive management services.

The School Board of Directors shall employ and contract with necessary teachers, as defined by Minnesota Statutes section 122A.15, Subd. 1 who hold valid licenses to perform the particular service for which they are employed at the School.

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 Board of Directors 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 of Directors may discharge teachers and non-licensed employees.

The School shall employ or contract with a Minnesota licensed director of special education to be responsible for program development, coordination, evaluation, in-service training, general special education supervision, and administration for the School's total special education system (TSES). This administrator shall also be responsible for overseeing that the School has a written Child Find Policy, and shall oversee the implementation of this policy, as well as the School's continued compliance with this policy and special education services to students.

The School shall pursue all financial resources available to Schools to provide special education services.

The School Board of Directors shall demonstrate governance practices of a viable organization as measured by indicators including but not limited to: ongoing training for the Board of Directors, proper oversight by the Board of Directors, active participation by members of the Board of

Directors, adopting of required policies, self evaluation, evaluation of the school administrator(s) and other indicators identified in Osprey Wilds performance evaluations.

The School shall demonstrate operational practices of a viable organization as measured by indicators including but not limited to: evaluation of staff, gathering of appropriate student achievement and other data, timely and accurate submission of reports, employing appropriate and qualified staff, implementing effective and efficient transportation and food programs, having appropriate insurances in place, maintaining a safe and healthy School environment, and other indicators identified in Osprey Wilds performance evaluations.

Exhibit K – Financial Management Plan

The School Board of Directors is trained in financial oversight.

The School Board of Directors establishes, monitors and amends the School’s fiscal year budget.

The School Board of Directors monitors and evaluates the School’s recordkeeping, controls, and financial position.

The School will use the Uniform Financial Accounting and Reporting Standards (UFARS). Student accounting will comply with the individual student record system used by the Minnesota Department of Education (e.g. Minnesota Accounting and Reporting Student System (MARSS), Ed-Fi).

The Board of Directors retains an external auditor on an annual basis to review the School’s internal controls and processes. 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.

The School shall be a financially viable and sustainable organization as measured by indicators including but not limited to: fund balance, audit findings, proper use of public funds, appropriate financial systems, quality internal control processes, timely reporting, timely payment of invoices, percentage of funds dedicated to instruction, and other indicators identified in the Osprey Wilds performance evaluations.

School Name: Academic Arts High School

School Year: 2022-2023

Election Date: 12/20/2022

Date Updated: 3/10/2023

Term Length: 3 years

Board Created Date: 2004

Member Name	Board Position	Affiliation	Date Elected	Date Seated	Term End Date	Phone Number	Email Address
Josh MacLachlan	Chair, Treasurer, Secretary	Teacher	Re-elected 11/16/2021	12/18/2018	11/19/2024	651-457-7427	josh.maclachlan@academicarts.org
Rachael McNamara	Member	Community	Re-elected 11/16/2021	12/18/2018	11/19/2024	651-457-7427	meis0082@umn.edu
Amber Nelson	Member	Community		2/21/2023	11/19/2023	651-707-3514	asadejr1@gmail.com
David Massey	Member	Community	Re-elected 11/16/2021	12/18/2018	11/19/2024	651-457-7427	david.massey@academicarts.org
Christy Dickinson	Member	Parent	11/16/2021	12/14/2021	11/19/2024	651-457-7427	dickinsonchristy1@gmail.com
David Gunderman	Member	Teacher	11/16/2021	12/14/2021	11/19/2024	651-457-7427	david.gunderman@academicarts.org
Katie Siewert	Resigned 2/6/2022	Community	Re-elected 11/16/2021	12/18/2018	11/19/2024		
Tenille Warren	Resigned 1/5/2023	Parent	12/20/2022	10/22/2019	11/18/2025		
Brenda Johnson	Resigned 2/20/2023	Community	12/20/2022	6/22/2022	11/18/2025		

Exhibit M: Charter School Closure Process and Plan

**Osprey Wilds Environmental Learning Center
 Charter School Closure Process and Plan**

Name of School:

This document is to be completed by the Board of Directors of the School, in collaboration with the authorizer, as soon as is practical after the school board is aware of the pending closure of the School.

TASKS	Person Responsible	Date Completed and Comments
Establish <i>ad hoc</i> School Board Committee for wind-up / restructuring		
Designate School contact person(s) to send and receive communications from Osprey Wilds;		
Designate employees or School Board members who will handle various aspects of winding up of School operations;		
Provide contact information, and list of employees / School Board members and correspondent responsibilities to Osprey Wilds		
Identify and retain a licensed MN attorney to provide legal advice and ensure statutory requirements are met during the wind-up and dissolution process, per MN §317A.735 Subd. 1.		
Other:		
Contact MDE Charter Center Immediately		
Contact the MDE Charter Center immediately to facilitate the legal transfer of all property of the school that was purchased with Federal Charter School Program funds to other schools. Federal law and the assurances signed by the school requires special attention be given to this property. Contact the CSP Federal Grant personnel at MDE for guidelines and assistance. <i>(See Inventory and Liquidation of Assets below.)</i>		
Other:		
Reserve Funds		
Segregate by School Board resolution in a separate checking account \$45,000 in funds to be used for legal, accounting, and other expenses to execute this Closure Plan and to dissolve the School Corporation.		
Other:		
Notification of Parents / Guardians		
Within 10 business days after notice of final determination, notify parents / guardians and employees of school regarding the closure of the School, in accordance with MN §124E.10 Subd. 1(b)1, if such notification has not been made. Such notification shall include, but not be limited		

<p>to, the following:</p> <ul style="list-style-type: none"> * date of the last day of regular instruction; * cancellation of any planned summer school; * notice to parents that enrollment of children in their district of residence or other school is mandatory under state law for children that are six years of age or older; * information and offer of assistance to enable the student to re-enroll in another school, per MN §124E.10 Subd. 1(b)2 * offer of copies of student records before the charter revocation (June 30). <p>Provide Osprey Wilds with a copy of the notice when it is sent to families.</p>		
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Other:

Final Report Cards and Student Records Notice

<p>Within 7 business days after charter revocation (June 30), provide parents / guardians with copies of final report cards and notice of where student records will be sent (the student’s district of residence) and specific contact information.</p> <ul style="list-style-type: none"> * The notice must advise the parent/guardian to contact the school where the student intends to enroll and to have the student’s new school contact the student’s district of residence to have the student’s educational records transferred to the new school. <p>Provide Osprey Wilds with a copy of the notice.</p>		
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Other:

Transfer of Student Records and Testing Material

<p>No later than 10 business days after charter revocation (June 30) send student records to the student’s district of residence in accordance with MN §124E.10 Subd. 6(b), including:</p> <ul style="list-style-type: none"> * Individualized Education Programs (IEPs) and all records regarding special education and supplemental services; * Student health / immunization records; * Attendance records; and * Disciplinary records, in accordance with MN §120A.22, Subd. 7(c). If transfer records include information about disciplinary actions, the school will provide notice to the student’s parent or guardian that formal disciplinary records will be transferred as a part of the student’s educational record, in accordance with data practices under chapter 13 of the Family Educational Rights and Privacy Act of 1974, United States Code, title 20, section 1232(g). * All other student records. <p>All end of school year grades and evaluations must be completed and made part of the student records, including any IEP / Committee on Special Education meetings / progress reports. As noted above, parents / guardians should be offered copies of</p>		
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<p>students’ records prior to June 30. Testing material, including scores, test booklets, and annual data files etc. required to be maintained by the School by the State Education Department must also be forwarded to each student’s district of residence. To the extent that scores, etc. will come into existence after charter revocation, arrangements should be made with the testing agent to forward such material to each student’s district of residence. The school should also send a set of Individual Student Reports to each student’s district of residence and parents.</p>		
<p>No later than 15 business days after charter revocation (June 30), the school must provide Osprey Wilds a spreadsheet recording the name of each student and to which school that student’s records were sent. If a student’s records were sent to the district office, the spreadsheet should document that and include the name and title of the district employee who took possession of those records.</p>		
<p>Other:</p>		
<p>Notification of School Districts</p>		
<p>Within 7 business days after charter revocation (June 30), the School must notify the school district in which the School is located regarding the termination of the education program and lack of future enrollment in accordance with MN §124E.10 Subd. 1(b)1.</p> <ul style="list-style-type: none"> * If applicable, notification regarding cessation of food and transportation services should be provided. * Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment. <p>Provide Osprey Wilds with a copy of the notice.</p>		
<p>Other:</p>		
<p>Notification of Funding Sources /Charitable Partners</p>		
<p>Within 7 business days after charter revocation (June 30), all other sources of the School’s operational funding must be notified in writing of the closure of the School as well as charitable partners of the School.</p> <ul style="list-style-type: none"> * The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from charitable partners as long as the charity is aware of the School’s closure / restructuring status. * Charities with property on the premises of the School should be notified to remove same as soon as possible or after charter revocation, whichever is appropriate. 		
<p>Other:</p>		
<p>Notification of Contractors and Termination of Contracts</p>		
<p>Within 20 business days after charter revocation (June 30), formulate a list of all contractors with contracts in effect, and notify</p>		

<p>them regarding cessation of current school operations at charter revocation.</p> <ul style="list-style-type: none"> * 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. * Retain records of past contracts with proof that they were fully paid (see Records Retention, below) to prevent spurious claims. <p>Provide Osprey Wilds with a copy of such notice.</p> <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or closure of the School.</p> <ul style="list-style-type: none"> * Telephone, gas, electric, water, insurance (premises and E&O insurance, see below) should remain operative through the charter revocation and to the extent necessary. 		
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Other:		
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Notification of Employees and Benefit Providers		
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<p>After an employee termination date is established, but in no event later than June 1, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Further notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including:</p> <ul style="list-style-type: none"> * health care / health insurance; * life insurance; * dental plans; * eyeglass plans; * cafeteria plans; * 401(k), retirement plans; * pension plans; * TRA; and * PERA <p>Specific rules and regulations may apply to such programs especially teacher’s retirement plans so legal counsel should be consulted. Employees should be notified of eligibility for unemployment compensation. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after charter revocation (June 30), and reserve funds should be set aside for this purpose.) See School Wind-Up Plan and Action regarding payment of taxes, below.</p>		
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Other:		
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Notification of Food and Transportation Services and Cancellation of Contracts		
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<p>Within 20 business days after charter revocation (June 30), or earlier if required by the contractual notice requirements, cancel school district or private food and/or transportation services for summer school and next school year.</p>		
<p>Other:</p>		
Notification of Osprey Wilds Regarding Lawsuits		
<p>As soon as possible after receiving notice and/or service of process regarding litigation against, or initiated by, the School, School Board or School employees, notify Osprey Wilds and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep Osprey Wilds informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>		
<p>Other:</p>		
List of Creditors and Debtors; UCC Search		
<p>Within 20 business days after charter revocation (June 30), formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor.</p> <ul style="list-style-type: none"> * This list is not the same as the contractor list, above, but may include contractors, which should be listed. * Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. Security interests may be recorded and filed pursuant to the Uniform Commercial Code (UCC) with the county and State of Minnesota, and may include all of the assets of the School Corporation or specific assets in which a creditor has an interest as long as such debt remains outstanding. * The UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached. * Debtors include persons who owe the school fees or credits, lessees or sub lessees of the School, and any person holding property of the School. <p>Provide a copy of the list of creditors to Osprey Wilds with the amount owed to each creditor thereon and the amount owed by each debtor.</p>		
<p>Other:</p>		
Notification to Creditors		
<p>Within 30 business days after charter revocation (June 30), the School must 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 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</p>		

ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.		
Other:		
Notification to Debtors		
Within 30 business days after charter revocation (June 30), the School must contact all debtors and demand payment. To the extent collection efforts are unsuccessful, the School may turn the debt over to commercial debt collection agencies. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.		
Other:		
School Wind-Up Plan and Action		
<p>The School Corporation shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School’s board of directors. Priority should be given to continuing the School’s educational program through the end of the school year and retaining funds to complete the wind-up process.</p> <p>The initial plan should be adopted within 20 business days of notice of final determination, and be updated at least bi-weekly with copies to Osprey Wilds. The plan should include, but not be limited to, the following.</p> <ul style="list-style-type: none"> * Termination of non-essential personnel and cancellation of non-essential services prior to charter revocation (June 30). * 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 in accordance with MN §15.054. (See Liquidation of Assets, below.) * Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and (if the School Corporation does not submit or the board of directors do not approve a renewal application), for dissolution. * 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 wind-up operations of the School Corporation, and 		

<p>employment, contract and School Board status of those authorized to sign for the School.</p> <p>Status reports on the implementation of the School Wind-Up Plan to be submitted to Osprey Wilds through Interim Statements and a Final Statement (below).</p>		
<p>Other:</p>		
<p>Protection of Assets; Insurance</p>		
<p>The School’s assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <ul style="list-style-type: none"> * Existing insurance coverage should be maintained on the assets until the disposal of such assets in accordance with the Wind-Up Plan. * Continue existing insurance for School Facility, vehicles and other assets until <ol style="list-style-type: none"> 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets are sold, respectively. * Negotiate School Facility insurance with entities that may take possession of School Facility – leaseholder, lenders, 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. 		
<p>Other:</p>		
<p>Inventory</p>		
<p>No later than 30 business days prior to charter revocation (June 30), all of the School’s assets must be inventoried with item numbers and quantities and/or its inventory updated.</p> <ul style="list-style-type: none"> * All assets of the School, not just ones over a certain dollar value, must be inventoried. * Identify assets purchased with Federal CSP Grant funds. * Identify assets belonging to other entities (school district, county, municipality, teachers, health department, foundations, 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. <p>Provide Osprey Wilds with a copy of the inventory.</p>		
<p>Other:</p>		
<p>Liquidation of Assets</p>		
<p>Assets must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed</p>		

<p>bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest (above), the secured party should be contacted. <i>(See Federal CSP Grant information above.)</i></p> <p>Pursuant to MN §317A.735, no asset may be given away, except as authorized by law. In cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction, it may be permissible to give away or discard such assets. However, this should be cleared from the largest or sole creditor(s) in advance. School Board members and their relatives as well as employees and students of the School should not purchase any asset unless the purchase is disclosed to the School Board and the disclosure is made a matter of record in the School Board’s minutes and approved by a majority of the non-interested members of the School Board.</p>		
<p>Other:</p>		
<p>E&O Insurance</p>		
<p>Maintain existing directors and officers’ liability (E&O) insurance, if any, until final dissolution of the School Corporation. If no such E&O insurance exists, disclose this fact to the board of directors.</p>		
<p>Other:</p>		
<p>Interim Statements</p>		
<p>No later than 10 business days after charter revocation (June 30), prepare, and submit to Osprey Wilds, an interim statement in a form satisfactory to Osprey Wilds, of the status of all contracts and other obligations of the School Corporation, and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p> <ul style="list-style-type: none"> * all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School or School Corporation outstanding, including principal and accrued interest, as of the date of the interim report; and * all amounts owed to the School Corporation by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and * all income generated through sale or auction of assets and any other change in status of assets. <p>The School will prepare and submit such statements to Osprey Wilds at 30 day intervals until the final statement (below) is prepared and submitted.</p>		
<p>Other:</p>		
<p>Final Statement</p>		

<p>At a date to be determined by Osprey Wilds, anticipated to be no later than 90 business days after charter revocation (June 30), no later than 10 business days prior to the filing of a dissolution proceeding the School shall prepare to the full satisfaction of Osprey Wilds a final statement of the status of all contracts and other obligations of the School Corporation, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <ul style="list-style-type: none"> * 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 or School Corporation and the amounts owed by each debtor, including principal and accrued interest. <p>* This statement is submitted to Osprey Wilds in the form in which it will be sworn and submitted to the MN Attorney General and/or MN Secretary of State as part of any dissolution proceeding.</p> <p>* This statement is in addition to the final Financial Statement Audit.</p>		
<p>Other:</p>		
Final Financial Statement Audit		
<p>The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1 of the calendar year in which the School ceases instruction.</p>		
<p>Other:</p>		
Closeout of State and Federal Grants		
<p>State, federal and other grants must be closed out, (<i>See Contact MDE section above</i>) including:</p> <ul style="list-style-type: none"> * notification to the grant entity of the School closure; and * filing of any required expenditure reports or receipts and any required program reports. <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>		
<p>Other:</p>		
IRS Status; Reports		

<p>The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:</p> <ul style="list-style-type: none"> * notification to IRS regarding any address change of the School Corporation; * filing of required tax returns or reports (e.g., IRS form 990 and Schedule A); and * notification to the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to Osprey Wilds. 		
<p>Other:</p>		
<p>Corporate Records</p>		
<p>In all cases, the School Board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> * 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 * Student summary test data files * Any items listed in this Closure Plan. <p>When the School Corporation is dissolved, the members of the School Board or other custodian of the records of the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container.</p>		
<p>Other:</p>		
<p>Resolution of Dissolution</p>		
<p>The School Board must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.</p>		
<p>Other:</p>		
<p>Dissolution</p>		
<p>The Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:</p> <ul style="list-style-type: none"> * a complete statement of all assets, their location and an estimate of their value; and * a statement of the ascertainable debts of the education corporation. <p>Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of</p>		

<p>the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container. The Board must provide the name and contact information of the person who will maintain the permanent records of the school.</p> <p>Copies of all papers related to dissolution should be sent to Osprey Wilds.</p> <p>Members of the School Board are empowered to continue in office even after the expiration of the Charter and dissolution of the School Corporation for the purpose of winding-up and settling the affairs of the School Corporation, and after the dissolution of the School Corporation.</p>		
<p>Other:</p>		
<p>Final Distribution of Assets</p>		
<p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School’s assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations. 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 or to the school district in which the School is located.</p> <p style="padding-left: 40px;">* An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. (In case of later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.)</p> <p style="padding-left: 40px;">* 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.</p>		
<p>Other:</p>		

EXHIBIT N - Provisions for Education Service or Management Contract

In the event the Charter School intends to contract with a third party provider (“Service Provider”) for comprehensive school management or operations services (“Service Contract”), all of the following requirements must be met by the Charter School:

1. Submission of Service Contract. The Service Contract is subject to review and approval by the authorizer and shall be submitted to the authorizer no later than 30 days prior to its effective date.
2. Required Terms of Service Contract. The Service Contract shall include, without limitation, the following Required Terms:
 - a. The Service Contract shall identify the Charter School board of directors as the party ultimately responsible for the success or failure of the school, and clearly define the Service Provider as a vendor of services.
 - b. The Service Contract shall ensure that the Charter School board of directors maintains independent fiduciary oversight and authority over the school budget at all times.
 - c. The Service Contract shall establish the primacy of the charter contract with the authorizer (“Charter School Agreement”) over the Service Contract.
 - d. The term of the Service Contract shall be no longer than the term of the Charter School Agreement.
 - e. The Service Contract shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter School Agreement.
 - f. The Service Contract shall articulate the performance measures, consequences, and mechanisms by which the Charter School board of directors will hold the Service Provider accountable aligned with the Charter School Agreement, including the process and criteria to be used for evaluation of the Service Provider by the Charter School.
 - g. The Service Contract shall clearly delineate the respective roles and responsibilities of the Service Provider and the Charter School in the management and operation of each school facility for which the Service Provider shall provide management or operations services, including responsibilities of each party in the event of school closure.
 - h. The Service Contract shall contain provisions requiring Service Provider compliance with all requirements, terms and conditions established by any Federal or State funding source.
 - i. The Service Contract shall clearly state all compensation and payments to be paid by the Charter School to the Service Provider or any affiliated entity for all services including management, administrative, licensing, technology, curriculum, performance bonuses, and any other amounts paid to the Service Provider or any affiliated entity, including to any third party vendors, and shall clearly explain the method for calculating such fees or payments.
 - j. The Service Contract shall acknowledge the existence of any existing or proposed facility agreement between the Charter School board of directors and the Service Provider or any affiliated entity and shall provide a copy of said facility agreement to the Authorizer with the submission of the Service Contract.

- k. The Service Contract shall ensure that all payments to the Charter School from the State or other grant making organizations shall be made to an account controlled by the Charter School board of directors, not the Service Provider.
- l. The Service Contract shall require all instructional materials, furnishings, and equipment purchased or developed with public funds to be the property of the Charter School, not the Service Provider.
- m. The Service Contract shall require the Charter School board of directors to directly select, retain and compensate the school attorney and audit firm, and the school's attorney must be independent and must not represent the Service Provider or principals thereof.
- n. The Service Contract shall provide that all employees or contractors of the Service Provider who have direct, regular contact with students of the Charter School shall be subject to criminal background investigations and checks in compliance with applicable laws.
- o. The Service Contract shall provide that any and all financial books of the Charter School held or managed by the Service Provider shall be available for inspection by the Charter School board of directors and/or the authorizer.
- p. The Service Contract shall provide that all financial reports provided or prepared by the Service Provider shall be presented in GAAP/FASB (Financial Accounting Standards Board) approved nonprofit format consistent with authorizer requirements.

3. Financial Reporting

- a. Budget. The budget prepared by the Charter School board of directors pursuant to applicable provisions of the Charter School Agreement shall include, without limitation, the following itemized information:
 - i. All contract payments, lease payments, management fees, administrative fees, licensing fees, curriculum fees, technology fees, performance bonuses and other amounts budgeted for the Service Provider or any affiliated entity, with the method for calculating such fees or payments clearly explained.
- b. Financial Statements. In the event that monthly or quarterly financial statements are required to be furnished by the Charter School pursuant to the applicable provisions of the Charter School Agreement, such financial statements shall reflect the school's financial operations, including an itemized accounting of all amounts paid to the Service Provider and any affiliated entity or otherwise paid for services in the Service Contract, which amounts shall be itemized in a manner that clearly corresponds to those categories provided in the Charter School's annual budget or the Service Contract.
- c. Annual Audit. The Financial Audits required under applicable provisions of the Charter School Agreement shall include review of all fees and payments made by the Charter School to the Service Provider or any affiliated entity.
- d. Reporting of Loans and Investments. All loans or grants to, or investments in, the Charter School by the Service Provider or any affiliated entity must be evidenced by appropriate documentation and disclosure, either in the Service Contract or through separate agreements. In the case of investments, such documentation shall explain

how the investment shall be treated on the books of the Charter School and shall clearly state the Service Provider or affiliated entity's expected return on equity.

Nothing in the document shall be construed to waive or otherwise limit the obligation of the Charter School to provide information otherwise required to be reported by the Charter School under the Charter Schools Law or the Charter School Agreement.

Osprey Wilds Environmental Learning Center

Academic Arts High School

Renewal Evaluation Report Summary

Issued November 9, 2022
Revised November 30, 2022

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Report Introduction

The Osprey Wilds Environmental Learning Center (Osprey Wilds), consistent with Minnesota Statutes Chapter 124E and as part of our commissioner-approved authorizing plan and the charter contracts with each school we authorize, evaluates the Academic, Environmental Education, Financial, and Operations performance of each school. These evaluations determine whether Osprey Wilds will renew the school for a new contract term and are completed to answer the following questions:

- Is the school’s learning program fulfilling the primary purpose of charter schools, which is to improve all pupil learning and all student achievement?
- Is the school financially viable and are its finances well managed?
- Is the school organization effective and is the school well governed?
- Is the school’s learning program increasing students’ environmental literacy?

These evaluations are summative, and ratings are given based on a school’s performance over the course of the current contract term.

The complete Renewal Evaluation framework and information about the Osprey Wilds renewal process can be found at <https://ospreywilds.org/charter-school-division/csd-what-we-do/>.

Recommendation

The Osprey Wilds Charter School Division (CSD) recommends that the Osprey Wilds Environmental Learning Center Board of Directors renew the charter contract of Academic Arts High School for a term of three (3) years, giving the school authority to provide instruction to students in Grades 9-12 in the manner set forth in its Application for Charter Renewal, with a maximum total enrollment of 120 students. This recommendation was affirmed by the Osprey Wilds Charter School Committee at its meeting on December 7, 2022 and by the Osprey Wilds Board of Directors at its meeting on December 15, 2022.

This recommendation for a three-year, probationary contract is based primarily on the school’s academic performance. Per Exhibit P of the school’s contract, “Charter renewal will be based primarily on a school’s attainment of its academic and academic-related goals identified in Exhibit G, which is evaluated according to Osprey Wilds’ Academic Performance Framework.” In the last year for which reliable data is currently available, the school earned 48.5% of possible points on the Academic Performance Framework. As noted in the Academic Performance Evaluation, in line with Minnesota’s ESSA waiver, and due to the effects of the COVID-19 pandemic on data collection and usability, MCA, ACCESS, and MTAS data collected during the 2020-21 school year will not be used for accountability purposes. (Data from the 2019-20 school year does not exist for all, or nearly all, measures due to the impacts of the Covid-19 pandemic.) As a result and as outlined in Exhibit P of the charter contract, based on its performance on its contractual academic goals AAHS is considered candidate for non-renewal.

However, these guidelines do not obligate the Osprey Wilds Charter School Division, Charter School Committee, or Board of Directors to a particular renewal decision or length of contract and should not be construed as requirements or guarantees. While Exhibit P does not entertain a circumstance that resembles a global pandemic and subsequent educational disruption, it does acknowledge additional factors that can impact the decision regarding a school’s renewal and term length.

Overall AAHS has demonstrated declining performance on contractual measures during the contract term, not unlike other schools in the OW portfolio thanks to the disruption of the Covid-19 pandemic and distance learning. Looking more closely at the numbers, however, the school increased its performance in the first year of the contract, improving from 48.4% in FY18 to 52.5% in FY19 (over 4 percentage points from the previous contract). The impact of Covid-19 prevented any analysis in FY20 and a nearly entirely distance learning year in FY21¹ that saw a decrease to 45.5%. However, again in FY22, the first year that was nearly all in-person, the school saw a rise in overall percentage to 48.5%. While it is impossible to determine whether this is a trend, the school has managed to regain back to the level of last contract and has demonstrated an ability to increase their performance despite the continuing impacts of Covid-19.

Another nuance to note in the academic data is the school's NWEA growth index points. During FY21, the school operated in distance learning nearly the entire year, and the fall testing and spring testing was conducted virtually, a significantly different assessment environment than typical due to COVID precautions. If the FY21 NWEA data was excluded from the analysis, the school would have reached 69.9% of possible growth index points in Reading (just .4% shy of meeting standard) and 58.3% of possible growth index points in Math (just 1.7% shy of approaching standard). While neither data point puts the school over 50% of total points earned, the data reveals academic improvement that is hidden in the current analysis with FY21 data included.

Additionally, in February 2020 the Osprey Wilds board approved a definition of alternative schools. AAHS meets that definition and is eligible to use alternative goals for schools that specifically work to serve students at-risk of not completing high school. These alternative measures have been developed with an acknowledgement that traditional measures do not accurately assess the efficacy of a school's instructional program because the population has greater challenges to school achievement. AAHS's current Exhibit G (Academic Goals) contains traditional measures. The school will be transitioned to the alternative framework in any future contract period.

Operationally, the school had consistently demonstrated commitment to its mission and has changed its instructional design as needed to ensure mission alignment. As a teacher-led school, it has struggled to ensure that the systems are in place to ensure instructional leadership, teacher support, and appropriate oversight. The school board has, and continues to wrestle with, its role as a governing body. The board generally takes appropriate action to ensure the school's success, however it failed to monitor its progress toward fulfilling the requirements contained within the school's Performance Improvement Plan (Exhibit S) and therefore the school failed to revise its EL Plan of Service to ensure that English Language Learners are receiving the support they need to be successful. In general, however, the school's operational effectiveness improved over this contract term.

Academic Arts High School demonstrated improved financial performance through FY21 and remains financially healthy on indicators of near-term health and long-term financial sustainability. For the third year in a row, the school's fund balance meets standard, indicating the school is well-positioned to withstand cash shortfalls and likely does not have to engage in short-term borrowing. During the course of the contract the school has generally improved its budgeting practices. The school was responsive to feedback from Osprey Wilds and has revised its budget template and financial presentation, which support more transparent financial monitoring. The school began

¹ FY21 was formally distant the entire school year. The last quarter the school was hybrid optional. Students/families made appointments to get in-person help with staff as needed. Students and families were limited to one in-person appointment per week, with a maximum of 10 students in the building at any time.

working with a new financial service provider at the end of FY19 which has also improved the quality of reporting and monitoring. In addition, the school resolved several audit findings from the last three years. Over a financially difficult contract term, the school still succeeded in slowly growing its fund balance.

While Academic Arts High School (AAHS) began the term of the contract with a clear investment, focus, and systems in place to implement the environmental education program (earning a Meets or Approaches Standard in each of the five input Indicator Areas), the impacts of the Covid-19 pandemic severely disrupted the school's systems, particularly in terms of environmental education. It is evident that the EE excursions established as an integrating component of the educational program were a hinge point upon which the successful implementation of the EE program balanced. The school has struggled to creatively adapt the plans that had been established prior to the pandemic in order to give staff the needed capacity and resources to implement projects. While environmental education is being incorporated ad hoc in a number of subjects, staff have struggled to find consistent and intentional ways to engage student learning, and student participation has been low. Given that environmental education is one of the school's four pillars, this will be a key area of focus going forward.

Prior to any future contract period, the school will be required to bring several aspects of its governance and operations into compliance with statute and the contract. As noted throughout the operations and governance evaluation, the school must:

- Bring its blended learning program into compliance with statute, regulations, and the contract.
- Revise its EL Plan of Service and comply with statutory and regulatory requirements.
- Conduct required background checks of all staff, contractors, volunteers, and board members.
- Complete statutorily required annual board training.
- Document election of board officers consistent with statute and bylaws.
- Develop and approve all required policies, including revisions to its lottery policy.
- Comply with applicable laws, rules, regulations, and provisions of the charter contract relating to insurance coverages.

Academic Arts High School

School Overview

Mission: Learn by doing, embrace your place in the world, prepare for success, and make friends along the way.

Vision: A community supporting the individual through authentic education that supports life-long learning.

Description: AAHS uses a combination of in-class, traditional teaching for core subjects and project based learning that is teacher guided and student driven for electives. The school has integrated project-based learning into the classroom. Students will be engaged in authentic learning, environmental education, post-secondary readiness, and relationship building on a daily basis. They will employ project-based learning related to environmental awareness. Students work independently to develop strong self-advocacy skills and they also work in groups to learn effective communication and collaboration. Self-advocacy and teamwork skills are essential for students to thrive in post-secondary education and careers.

Year school opened: 2004

Year began with OW: 2007

Current contract period: July 1, 2018 – June 30, 2023

School location: West St. Paul

Website: <http://www.academicarts.org/>

Grade levels served: 9-12

Student Demographics	Number of Students	Percent - White	Percent - Hispanic or Latino	Percent - SpEd	Percent - FRP
FY19	90	48	34	36	38
FY20	90	56	32	44	37
FY21	89	44	36	35	21
FY22	94	43.6	32	36.2	43.6

Performance Evaluation Summaries

Academic Performance Evaluation Summary					
Indicator	Points Earned	Points Possible	Performance Rating	Percent Earned through FY22	Percent Earned through FY21
1: Mission Related	4.5	6	Meets	75.0%	50%
2: English Language Learners	N/A	N/A	N/A	N/A	N/A
3: Reading Growth	5	15	Does Not Meet	33.3%	33.3%
4: Math Growth	2.5	15	Does Not Meet	16.7%	16.7%
5: Reading Proficiency	5	5	Meets	100%	100%
6: Math Proficiency	0	5	Does Not Meet	0.0%	0%
7: Science Proficiency	5	10	Approaches	50.0%	50%
8: Other Proficiency	17.5	16	Exceeds	109.4%	100%
9: Post-Secondary Readiness	9	22	Does Not Meet	40.9%	36.36
10: Attendance	1	8	Does Not Meet	12.5%	17%
Overall	49.5	102	Candidate for Non-Renewal	48.5%	45.5%*

0-49.9% = ■ 50-74.5% = ■ 75.0-100% = ■ >100.0% = ■

**In line with Minnesota's ESSA waiver, and due to the effects of the COVID-19 pandemic on data collection and usability, MCA, ACCESS, and MTAS data collected during the 2020-21 school year will not be used for accountability purposes. To this end, Osprey Wilds will provide a FY21 academic evaluation to all schools, yet will use FY19 data to inform accountability decisions (i.e. renewal, etc.) until FY22 data becomes available.*

Financial Performance Evaluation Summary			
Management Indicators	2019	2020	2021
Budgeting	Meets	Meets	Meets
Financial Policies and Practices	Meets	Meets	Meets
Financial Reporting	Does Not Meet	Does Not Meet	Meets
Financial Audit	Meets	Meets	Meets
Near-Term Indicators			
Current Ratio	3.18	3.92	3.84
Days Cash on Hand	35	43	53
Enrollment Variance	90.0%	97.3%	87.1%
Sustainability Indicators			
Fund Balance Percentage	20.2%	21.5%	23.2%
Total Margin / Aggregated Three-Year Total Margin	1.5%/1.4%	2.2%/2.3%	2.7%/2.1%
Debt to Asset Ratio	0.31	0.25	0.25

Environmental Education Performance Evaluation Summary	
Indicator 1: Awareness	Does Not Meet Standard
Indicator 2: Knowledge	Does Not Meet Standard
Indicator 3: Attitudes	Approaches
Indicator 4: Skills	Approaches
Indicator 5: Action	Meets Standard
Indicator 6.1: Curriculum and Instruction	Partially Developed
Indicator 6.2: School Culture	Partially Developed
Indicator 6.3: Alignment to Mission or Community	Partially Developed
Indicator 7: Governance	Partially Developed
Indicator 8: Operations	Partially Developed

Operations & Governance Performance Evaluation Summary	
Indicator 1: Educational Program	
1.1: Mission & Vision	Meets Standard
1.2: Instruction & Assessment	Approaches Standard
1.3: Educational Requirements	Does Not Meet Standard
1.4: Special Education	Meets Standard
1.5: English Learners	Does Not Meet Standard
1.6: Parent & Student Satisfaction	Approaches Standard
Indicator 2: Governance	
2.1: Board Composition & Capacity	Approaches Standard
2.2: Board Decision-Making & Oversight	Approaches Standard
2.3: Management Accountability	Meets Standard
Indicator 3: School Environment	
3.1: Facilities & Transportation	Meets Standard
3.2: Health & Safety	Meets Standard
Indicator 4: Student Rights	
4.1: Admissions & Enrollment	Meets Standard
4.2: Due Process & Privacy	Meets Standard
Indicator 5: Personnel Practices	
5.1: Licensure	Meets Standard
5.2: Staff Retention	Meets Standard
5.3: Employment Practices	Does Not Meet Standard
Indicator 6: Compliance & Reporting	
6.1: Charter School Annual Reports	Approaches Standard
6.2: Insurance	Does Not Meet Standard
6.3: Authorizer & State Compliance	Does Not Meet Standard

Academic Arts High School FY22 Academic Performance Evaluation Contract Period July 1, 2018 through June 30, 2023

The Academic Performance Evaluation is conducted to determine progress on overall student achievement at the school as evidenced by the school’s attainment of the contractual goals in the charter contract and the school’s performance according to the state’s accountability system – the North Star system. This evaluation is conducted annually and is designed to provide an update on the school’s performance on contractual measures to date. In addition to the annual evaluations, a final academic performance evaluation is issued as part of the school’s summative renewal evaluation in the last year of its charter contract.

For detailed information on the school’s contractual goals, including performance rating criteria and World’s Best Workforce alignment, refer to Exhibit G of the charter contract. All performance ratings presented in this evaluation are based upon currently available data. For comprehensive data by each performance measure, see the Academic Data Profile.

Summary of Indicator Points

Indicator	Points Possible	Points Earned	Performance Ranking	Percent Earned Through FY22	Percent Earned Through FY21
1: Mission Related Outcomes	6	4.5	Meets	75.0%	50%
2: English Language Learners	N/A	N/A	N/A	N/A	N/A
3: Reading Growth	15	5	Does Not Meet	33.3%	33.33%
4: Math Growth	15	2.5	Does Not Meet	16.7%	16.7%
5: Reading Proficiency	5	5	Meets	100.0%	100%
6: Math Proficiency	5	0	Does Not Meet	0.0%	0%
7: Science Proficiency (and Growth)	10	5	Approaches	50.0%	50%
8: Other Proficiency or Growth	16	17.5	Exceeds	109.4%	100%
9: Post-Secondary Readiness	22	9	Does Not Meet	40.9%	36.36%
10: Attendance	8	1	Does Not Meet	12.5%	17%
Overall	102	49.5	Candidate for Non-Renewal	48.5%	45.50%

**In line with Minnesota’s ESSA waiver, and due to the effects of the COVID-19 pandemic on data collection and usability, MCA, ACCESS, and MTAS data collected during the 2020-21 school year will not be used for accountability purposes. To this end, Osprey Wilds will provide a FY21 academic evaluation to all schools, yet will use FY19 data to inform accountability decisions (i.e. renewal, etc.) until FY22 data becomes available.*

Summary Analysis: The school demonstrated weak performance on academic measures through the term of the contract. Overall, one area exceeded target (Other Proficiency and Growth), two areas met target (Mission Related Outcomes and Reading Proficiency), and one area approached target (Science Proficiency and Growth.) The school did not meet target in the remaining five indicators: Reading Growth, Math Growth, Math Proficiency, Post-Secondary Readiness, and Attendance. The school's performance increased marginally from FY21 to FY22, with two indicator areas (Mission Related Outcomes and Other Proficiency or Growth) increasing performance ranking.

Reading Growth and Math Growth are areas of concern for the school. For NWEA Reading, the school met target in two of the four years for which data is available during the contract term. In NWEA Math, the school did not meet target in any years of the contract.

For the Proficiency measures, Reading has been a consistent strength of the school, meeting target every year of the contract. Science has fluctuated, though mostly approached target. The final year of the contract had one measure unable to be scored due to lack of reported data from the school. Math did not meet target for any year of the contract, and has consistently had concerning results in the single digit proficiencies for students tested, with FY22 having 0% of students being proficient.

For other indicator areas, Mission Related Outcomes is an area of strength for the school, having approached or met target every year of the contract. This is one of two indicator areas that improved from FY21 to FY22, with measure 1.1 improving from does not meet target to approaches target. Other Proficiency or Growth is a strength as well, meeting or exceeding target for every year of the contract. Post-Secondary Readiness and Attendance, however, did not meet target for any years of the contract. Also, while some measures in the Post-Secondary Readiness area improved during the contract, the school should work to support students in areas related to these metrics given the critical work of the school in supporting students to graduate and be prepared for life after high school.

Math is a significant area of concern for the school. The school did not meet target for any Math Growth or Math Proficiency measure for any year of the contract. The school should immediately seek to provide rigorous support to students in this subject area, and reassess the school's approach to this subject overall.

In FY19, the last year prior to COVID, the school earned 52.5% of the points available on this framework. In FY22, the final year of the contract, the school earned 48.5% of the points available. Based on performance to date, the school is on track to be a "Candidate for Non-Renewal" consistent with Exhibit P of the charter contract.

Indicator 1: Mission Related

6 Points

<i>School Goal: Over the period of the contract, students at Academic Arts High School (AAHS) will demonstrate understanding and commitment to the school's mission.</i>			
Performance Ratings	Measure 1.1 – 3 Points: From SY18-22, the aggregate percentage of students are able to identify at least one trusted adult school staff member and at least one positive friendship with a school peer through a self-report online survey administered each spring will be at least 80%.		Result: 73.6%
Exceeds Target (x 1.5)	The aggregate percent is at least 90%.		
Meets Target (x1.0)	The aggregate percent is at least 80%.		
Approaches Target (x0.5)	The aggregate percent is at least 70%.	X	1.5
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 1.2 – 3 Points: From fall 2018 to fall 2022, the aggregate percentage of continuing, non-graduating students who are enrolled in the spring, re-enroll in the subsequent academic year, and are enrolled on October 1 of that year will be at least 75%.		Result: 77.1%

Exceeds Target (x 1.5)	The aggregate percent is at least 90%.		87
Meets Target (x1.0)	The aggregate percent is at least 75%.	X	3
Approaches Target (x0.5)	The aggregate percent is at least 65%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
6	4.5	75.0%

Analysis: The school demonstrated strong performance on Mission Related measures through the term of the contract. For measure 1.1, the school did not meet target one year, approached target one year, and met target the two years least impacted by COVID. The aggregate for this measure approached target, with 73.6% of students able to identify at least one trusted adult and at least one positive friendship with a school peer. In aggregate for measure 1.2, 77.1% of continuing non-graduate students returned to enroll in the fall, meeting the target of 75%. Overall, the indicator earned 75.0% of the points through FY22, which meets target.

Indicator 2: English Language Learners

N/A Points

The school does not have a contractual goal in this indicator area as it does not serve a significant population of English Learners.

Indicator 3: Reading Growth

15 Points

School Goal: Over the period of the contract, students at AAHS will demonstrate growth in reading as measured by nationally normed assessments and curriculum-based measures.			
Performance Ratings	Measure 3.1 [CCR] – 10 Points: From FY18 to FY19 and FY21 to FY22, the school will earn at least 70.0% of possible growth index points* on the NWEA MAP-Reading. (FY20 is excluded due to impacts from distance learning and Covid-19.)		Result: 63.8%
Exceeds Target (x 1.5)	The school earns at least 80% of possible growth index points.		
Meets Target (x1.0)	The school earns at least 70% of possible growth index points.		
Approaches Target (x0.5)	The school earns at least 60% of possible growth index points.	X	5
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 3.2 [CCR] – 5 Points: From FY18 to FY22 (excluding Q3 and Q4 of FY20), the aggregate percentage of students who show growth in reading and language comprehension skills using quarterly reading probes (such as Easy CBM, Newsela – school to provide Osprey Wilds with samples) at appropriate reading levels will be at least 70.0%.		Result: 49.5%
Exceeds Target (x 1.5)	The aggregate percentage is at least 80.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 70.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 60.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0

*See Implementation Guide for details on how NWEA growth index points are calculated.

Points Possible	Points Earned	% Earned
15	5	33.3%

Analysis: The school demonstrated poor performance on Reading Growth measures in throughout the term of the contract. The school earned 63.8% of possible aggregate growth index points on the NWEA MAP-Reading. Through FY22, only 49.5% of students showed growth using quarterly reading probes, far below the target of 70%.

Indicator 4: Math Growth

15 Points

School Goal: Over the period of the contract, students at AAHS will demonstrate growth in math as measured by nationally normed assessments.			
Performance Ratings	Measure 4.1 [CCR] – 10 Points: From FY18 to FY19 and FY21 to FY22, the school will earn at least 70.0% of possible growth index points* on the NWEA MAP-Math. (FY20 is excluded due to impacts from distance learning and Covid-19.)		Result: 55.1%
Exceeds Target (x 1.5)	The school earns at least 90% of possible growth index points.		
Meets Target (x1.0)	The school earns at least 70% of possible growth index points.		
Approaches Target (x0.5)	The school earns at least 60% of possible growth index points.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0
Performance Ratings	Measure 4.2 [CCR] – 5 Points: From FY18 to FY22 (excluding Q3 and Q4 of FY20), the aggregate percentage of students who show growth in mathematics skills using quarterly school developed probes (school to provide Osprey Wilds with samples) will be at least 70.0%.		Result: 69.6%
Exceeds Target (x 1.5)	The aggregate percentage is at least 90.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 70.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 60.0%.	X	2.5
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

*See Implementation Guide for details on how NWEA growth index points are calculated.

Points Possible	Points Earned	% Earned
15	2.5	16.7%

Analysis: The school demonstrated weak performance on Math Growth measures through the term of the contract. The school earned 55.1% of possible aggregate growth index points on the NWEA MAP-Math, falling below the 70% target. Through FY22, 69.6% of students demonstrated growth on math probes, just shy of the target.

Indicator 5: Reading Proficiency

5 Points

School Goal: Over the period of the contract, students at AAHS will demonstrate proficiency in reading as measured by state accountability tests.			
Performance Ratings	Measure 5.1 [RG3] – 5 Points: From FY18, FY19, and FY22, the school’s aggregate proficiency index score will be equal to or greater than that of the state for the same grades (grade 10) OR it will increase by at least 6.0 points from the baseline proficiency index score (baseline score – 44.3– based on FY13-17 performance). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		Result: 52.6 (AAHS) – 44.3 (Baseline) = 8.3 52.6 (AAHS) – 70.0 (state) = -17.4

Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 15.0 points above the state’s score OR it is at least 12.0 points above the baseline score.		89
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score OR it is at least 6.0 points above the baseline score.	X	5
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score OR it is greater than the baseline score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		5	5
			% Earned
			100.0%

Analysis: The school demonstrated strong performance on Reading Proficiency measures through the term of the contract. The school’s aggregate proficiency index score was 52.6, which is 8.3 points above the baseline, which met the target for improvement. The school’s aggregate, however, falls 17.4 points below the state aggregate.

Indicator 6: Math Proficiency

5 Points

School Goal: Over the period of the contract, students at AAHS will demonstrate proficiency in math as measured by state accountability tests.			
Performance Ratings	Measure 6.1 [CCR] – 5 Points: From FY18, FY19, and FY22, the school’s aggregate proficiency index score will be equal to or greater than that of the state for the same grades (grade 11) OR it will increase by at least 15.0 points from the baseline proficiency index score (baseline score – 7.9 based on FY12-17 performance). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		Result: 9.4 (AAHS) – 7.9 (Baseline) = 1.5 9.4 (AAHS) – 55.5 (state) = -46.1
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 15.0 points above the state’s score OR it is at least 30.0 points above the baseline score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score OR it is at least 15.0 points above the baseline score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score OR it is at least 7.5 points above the baseline score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0
		Points Possible	Points Earned
		5	0
			% Earned
			0.0%

Analysis: The school demonstrated poor performance on Math Proficiency measures through the term of the contract. The school’s aggregate proficiency index was 9.4, 1.5 points above the baseline and falling far below the target increase of at least 15 points. The aggregate proficiency index was also 46.1 points below the state aggregate. It should be noted that in order to obtain any points, the school would have needed to increase math proficiency by a minimum of 7.5 index points during the COVID pandemic years. While that is what the school needs to do, they did see some increase during difficult years.

Indicator 7: Science Proficiency

10 Points

<i>School Goal: Over the period of the contract, students at AAHS will demonstrate proficiency in science as measured by state accountability tests.</i>			
Performance Ratings	Measure 7.1 [CCR] – 5 Points: From FY18, FY19, and FY22, the school’s aggregate proficiency index score will be equal to or greater than that of the state for the same grades (High School) OR it will increase by at least 6.0 points from the baseline proficiency index score (baseline score – 44.0 – based on FY15-17 performance). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		Result: 29.0 (AAHS) – 44.0 (Baseline) = -15 29.0 (AAHS) – 63.1 (state) = -34.1
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 15.0 points above the state’s score OR it is at least 12.0 points above the baseline score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score OR it is at least 6.0 points above the baseline score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score OR it is at least above the baseline score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0
Performance Ratings	Measure 7.2 [CCR] – 5 Points: From FY19 to FY22, the aggregate percentage of lab reports produced by students taking science classes that earn a score of 80% or higher will be at least 70.0%.		Result: 75.7%
Exceeds Target (x 1.5)	The aggregate percentage of student produced reports that earn a score of 80% or better is 80%.		
Meets Target (x1.0)	The aggregate percentage of student produced reports that earn a score of 80% or better is 70%.	X	5
Approaches Target (x0.5)	The aggregate percentage of student produced reports that earn a score of 80% or better is 60%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		10	5
		% Earned	50.0%

Analysis: The school demonstrated poor performance on Science Proficiency and Growth measures through the term of the contract. The school’s aggregate proficiency index was 29.0, which is 15.0 points below the baseline and 34.1 points below the state aggregate. For measure 7.2, 75.7% of student lab reports earned a score of 80% of higher, meeting the target of 70%.

Indicator 8: Proficiency or Growth in Other Curricular Areas

16 Points

<i>School Goal: Over the period of the contract, students at AAHS will demonstrate proficiency and growth in other curricular areas as measured by nationally normed assessments and school based measures.</i>			
Performance Ratings	Measure 8.1 [CCR] – 10 Points: From FY18 to FY19 and FY21 to FY22, the school will earn at least 70.0% of possible growth index points* on the NWEA MAP-Language Usage. (FY20 is excluded due to impacts from distance learning and Covid-19.)		Result: 75.2%
Exceeds Target (x1.5)	The school earns at least 80% of possible growth index points.		
Meets Target (x1.0)	The school earns at least 70% of possible growth index points.	X	10

Approaches Target (x0.5)	The school earns at least 60% of possible growth index points.		91
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 8.2 [CCR] –3 Points: From FY19 to FY22, the aggregate percentage of presentations produced by students enrolled in any class that earn a score of 80% or higher as measured by a presentation rubric (to be provided to Osprey Wilds) will be at least 70.0%. (Students are expected to give at least one presentation per quarter.)		Result: 70.6%
Exceeds Target (x1.5)	The aggregate percentage is at least 80%.		
Meets Target (x1.0)	The aggregate percentage is at least 70%.	X	3
Approaches Target (x0.5)	The aggregate percentage is at least 60%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 8.3 [CCR] – 3 Points: From FY19 to FY22, 70% of students attending overnight experiences will document learning and personal growth through pre-experience and post-experience journaling as measured by a school developed rubric.		Result: 88.5%
Exceeds Target (x1.5)	The aggregate percentage is at least 80%.	X	4.5
Meets Target (x1.0)	The aggregate percentage is at least 70%.		
Approaches Target (x0.5)	The aggregate percentage is at least 60%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

*See Implementation Guide for details on how NWEA growth index points are calculated.

Points Possible	Points Earned	% Earned
16	17.5	109.4%

Analysis: The school demonstrated very strong performance in Proficiency or Growth in Other Curricular Areas through the term of the contract. The school earned 75.1% of possible growth index points on the NWEA MAP-Language Arts, meeting the 70% target. In addition, the aggregate percentage of presentations that scored 80% or above was 70.6%, which approaches target. Finally, 88.5% of students attending overnight experiences documented learning and personal growth through journaling, exceeding the target of 70%. It should be noted that measure 8.3 only has data for FY19 and FY20 as COVID restrictions prevented overnight experiences for FY21 and FY22.

Indicator 9: Post-Secondary Readiness

22 Points

School Goal: Over the period of the contract, students at AAHS will demonstrate readiness for post-secondary success.			
Performance Ratings	Measure 9.1 [GRAD] – 8 Points: From FY18 to FY22, the aggregate 4-year, 5-year, 6-year or 7-year graduation rate will be at least 67%.		Result: 4-year= 44.6% 5-year= 57.1% 6-year = 55.2% 7-year = 50.4%
Exceeds Target (x 1.5)	The aggregate percentage is at least 80%.		
Meets Target (x1.0)	The aggregate percentage is at least 67%.		
Approaches Target (x0.5)	The aggregate percentage is at least 55%.	X	4
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 9.2 [CCR] – 3 Points: From FY18 to FY22, the aggregate percentage of students who pass their senior project and earn a “ready for workforce” designation on the work experience section of their senior project as per the workforce readiness rubric will be at least 80%.		Result: 92 78.9%
Exceeds Target (x 1.5)	The aggregate percentage is at least 90%.		
Meets Target (x1.0)	The aggregate percentage is at least 80%.		
Approaches Target (x0.5)	The aggregate percentage is at least 70%.	X	1.5
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.3 [CCR] – 2 Points: From FY18 to FY19, the aggregate percentage of graduates that are accepted into at least one post-secondary option (college/university, military, apprenticeship, post-secondary training program) prior to graduation will be at least 65%.		Result: 65.8%
Exceeds Target (x 1.5)	The aggregate percentage is at least 80%.		
Meets Target (x1.0)	The aggregate percentage is at least 65%.	X	2
Approaches Target (x0.5)	The aggregate percentage is at least 50%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.4 [CCR] – 3 Points: From FY18 to FY22, the aggregate percentage of students that complete their Life Plan project with a grade of C or better will be at least 75%.		Result: 57.9%
Exceeds Target (x 1.5)	The aggregate percentage is at least 90%.		
Meets Target (x1.0)	The aggregate percentage is at least 75%.		
Approaches Target (x0.5)	The aggregate percentage is at least 65%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0
Performance Ratings	Measure 9.5 [CCR] – 4 Points: From FY18 to FY22, the aggregate percentage of graduating students who earn a score of college or career ready or needing no more than one semester of remediation on one of three assessments (ACT, Accuplacer, and ASVAB) will be at least 50%.*		Result: 34.3%
Exceeds Target (x 1.5)	The aggregate percentage is at least 65%.		
Meets Target (x1.0)	The aggregate percentage is at least 50%.		
Approaches Target (x0.5)	The aggregate percentage is at least 35%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0
Performance Ratings	Measure 9.6 [CCR] – 2 Points: From FY20 to FY22, the aggregate percentage of graduates that are accepted into at least one post-secondary option (college/university, military, apprenticeship, post-secondary training program) prior to or within one year of graduation will be at least 65%.		Result: 57.3%
Exceeds Target (x 1.5)	The aggregate percentage is at least 80%.		
Meets Target (x1.0)	The aggregate percentage is at least 65%.		
Approaches Target (x0.5)	The aggregate percentage is at least 50%.	X	1.5
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

*Each subject of the Accuplacer – math and reading – will be measured separately and will count for one-half of a student’s attainment of this measure. Benchmark scores for this measure:

Accuplacer: Reading minimum score of 56; Arithmetic minimum score of 80; Algebra minimum score of 52; College minimum score of 35.

ACT: Composite Score of 18. ASVAB minimum score of 31.

Points Possible	Points Earned	% Earned
22	9	40.9%

Analysis: The school demonstrated poor performance on Post Secondary Readiness measures through the term of the contract. The school met the target 65.8% of students being accepted into a post-secondary option prior to graduation. It approached target with 5-year and 6-year graduation rates being over 55%, and with 78.9% of seniors passing their senior project and earning a “ready for the workforce” designation. Similarly, 57.3% of students were accepted in a post-secondary option within one year of graduation, which approached target as well. The other two measures did not meet target. Overall, the school earned 40.9% of points for this indicator.

Indicator 10: Attendance

8 Points

<i>School Goal: Over the period of the contract, students at AAHS will attend the school at high rates.</i>			
Performance Ratings	Measure 10.1 – 2 Points: From FY18 to FY19, the average of the school’s annual attendance rates will be at least 85.0%.		Result: 76.7%
Exceeds Target (x 1.5)	The average of the school’s annual attendance rates is at least 90.0%.		
Meets Target (x1.0)	The average of the school’s annual attendance rates is at least 85.0%.		
Approaches Target (x0.5)	The average of the school’s annual attendance rates is at least 75.0%.	X	1
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 10.2 – 4 Points: From FY18 to FY22, on average, 75% of students enrolled will have an individual attendance rate of 90% or higher.		Result: 26.2%
Exceeds Target (x 1.5)	On average, 85% of students have an attendance rate of at least 90%.		
Meets Target (x1.0)	On average, 75% of students have an attendance rate of at least 90%.		
Approaches Target (x0.5)	On average, 65% of students have an attendance rate of at least 90%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0
Performance Ratings	Measure 10.3 – 2 Points: From FY21 to FY22, the percentage of students who have an individual attendance rate of 90% or higher will increase by at least 25%.		Result: Attendance decreased
Exceeds Target (x 1.5)	The percentage of students who have an individual attendance rate of 90% or higher increases by 35%		
Meets Target (x1.0)	The percentage of students who have an individual attendance rate of 90% or higher increases by 25%		
Approaches Target (x0.5)	The percentage of students who have an individual attendance rate of 90% or higher increases by 15%		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0
		Points Possible	Points Earned
		8	1
			% Earned
			12.5%

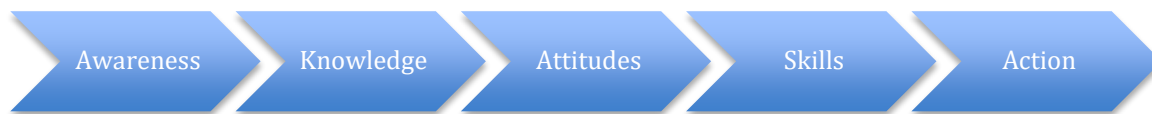
Analysis: The school demonstrated poor performance on Attendance measures through the term of the contract. The school’s aggregate attendance rate was 76.7%, below the target of 85%. Additionally, in aggregate, only 26.1% of students attended at least 90% of the school year, far below the target of 75%. Finally, the percentage of students who have an individual attendance rate of 90% or higher decreased from FY21 to FY22 rather than increasing the target amount.

Academic Arts High School Environmental Education Performance Evaluation

Overview

The Osprey Wilds Environmental Learning Center defines environmental education as the implementation of values and strategies that foster learning and create environmentally literate citizens who engage in creating healthy outcomes for individuals, communities, and the Earth. The overarching goal of environmental education is an environmentally literate citizenry. The test of environmental literacy is the capacity of an individual to work individually and collectively toward sustaining a healthy natural environment. This requires sufficient awareness, knowledge, skills, and attitudes in order to create a healthy planet where all people live in balance with the Earth.

The Environmental Evaluation (EE) Performance Framework was derived through a review of Osprey Wilds’ charter contract, Minnesota’s plan for environmental education, as well as the “Awareness to Action Continuum,” identified in the Tbilisi Declaration (1977) and outlined from left to right below. Also known as the “environmental literacy ladder,” this loose hierarchy lays out the five essential components of environmental literacy. Each area is designed to build on the previous steps, although there may be some overlap.



No single indicator describes the full picture of a school’s environmental focus or performance on its EE-related goals. The performance areas are to be used together to indicate the total picture of the school’s EE efforts. As appropriate, this evaluation should provide guidance for the school on areas of improvement.

This evaluation is informed by data from state assessments, data provided by the school, Osprey Wilds site visits to the school, interviews, and other information available to Osprey Wilds. Its purpose is to determine the strength and level of the school’s overall environmental focus, as well as progress on contractual goals in the charter contract. Results of this evaluation become part of the body of information used to inform charter school renewal decisions made by the Osprey Wilds Board of Directors.

The Osprey Wilds Environmental Learning Center (Osprey Wilds), as part of the charter contracts with each school we authorize, evaluates each school’s progress towards its environmental education (EE) related goals. Each school is required, as a condition of its contract, to provide opportunities to instill a connection and commitment to the environment through experiential learning. While environmental education is a pervasive educational strategy intended to permeate all curricular components, it is particularly useful in science learning and as a component of other curricula through hands-on, place-based learning activities.

Osprey Wilds’ approach to measuring a school’s commitment to and performance of environmental education is evolving. This evaluation framework reflects Osprey Wilds’ current established guidelines for determining mission match; however, as the expectations and processes become more defined, the evaluation metrics will reflect that definition. Osprey Wilds will work closely with schools during their contract renewal period to clarify the expectations, goals, and reporting procedures.

Environmental Education Performance Indicators

The Environmental Education Performance Framework includes eight indicators, or general categories, used to evaluate a school’s environmental education performance.

OUTCOMES	Indicator 1: Awareness	Students demonstrate an awareness of the relationship between the environment and human life and the diversity of life that shares the earth with humans.
	Indicator 2: Knowledge	Students have knowledge of how natural systems function and how human systems interact with and depend on them.
	Indicator 3: Attitudes	Students demonstrate respect and concern for the earth’s health and the motivation to participate in environmental stewardship.
	Indicator 4: Skills	Students possess the skills needed to identify and critically analyze environmental issues, and to contribute to resolving the root of environmental challenges.
	Indicator 5: Action	Students have the capacity, or are increasing their capacity, to perceive and interpret the health of environmental and social systems and take appropriate action to maintain, restore, or improve the health of those systems.
INPUTS	Indicator 6: Environmental Education Program	The school implements values and strategies that foster learning and create environmentally literate citizens who engage in creating healthy outcomes for individuals, communities, and the Earth.
	Indicator 7: Governance	The board of directors allocates the appropriate financial, human, and organizational resources to carry out environmental education and monitors the school’s progress toward its goals.
	Indicator 8: Operations	Operational decision-making by school leadership, staff, and faculty reflects a commitment to environmental sustainability. The school has a waste reduction and recycling program in place.

Ratings

Each measure will receive one of five ratings based on evaluation of the established indicators. Again, no one measure identifies the full picture of a school’s operational standing. The measures are to be used together to indicate the total strength of the school’s EE program.

OUTCOMES:

Exceeds Standard

The school met its contractual goal, implements fully established EE programs, and provided evidence of increasing environmental literacy among its students and faculty.

Meets Standard

The school met its contractual goal and provided evidence of increasing environmental literacy among its students and faculty.

Approaches Standard

The school nearly met its contractual goal and provided evidence of emergent environmental literacy among its students and faculty.

Does Not Meet Standard

The school did not meet its contractual goal or did not provide evidence to demonstrate an emergent level of environmental literacy among its students and faculty.

INPUTS:

Well-Developed

The school’s performance is commendable in that it meets or exceeds Osprey Wilds’ standard.

Approaching Well-Developed

The school’s performance is fundamentally sound in that it contains most aspects of a well-developed practice but requires one or more material modifications to meet Osprey Wilds’ standard.

Partially Developed

The school’s performance is incomplete in that it contains some aspects of a well-developed practice but is missing key components, is limited in its execution, or otherwise falls short of meeting Osprey Wilds’ standard.

Minimally Developed

The school’s performance is inadequate in that the school has minimally undertaken the practice or is carrying it out in a way that falls far short of meeting Osprey Wilds’ standard.

Undeveloped

The school’s performance is wholly inadequate in that the school has not undertaken the practice at all or is carrying it out in a way that is not recognizably connected to Osprey Wilds’ standard.

Summary of Environmental Education Performance

Indicator		Rating	
Outcomes	Indicator Area 1: Awareness	Does Not Meet Standard	
	Indicator Area 2: Knowledge	Does Not Meet Standard	
	Indicator Area 3: Attitudes	Approaches Standard	
	Indicator Area 4: Skills	Approaches Standard	
	Indicator Area 5: Action	Meets Standard	
Inputs	Indicator Area 6: Environmental Education Program	6.1: Curriculum and Instruction	Partially Developed
		6.2: School Culture	Partially Developed
		6.3: Alignment to Mission or Community	Partially Developed
	Indicator Area 7: Governance	Partially Developed	
	Indicator Area 8: Operations	Partially Developed	

Summary

While Academic Arts High School (AAHS) began the term of the contract with a clear investment, focus, and systems in place to implement the environmental education program (earning a Meets or Approaches Standard in each of the 5 input Indicator Areas), the impacts of the Covid-19 pandemic severely disrupted the school’s systems, particularly in terms of environmental education. It is evident that the EE excursions established as an integrating component of the educational program were a hinge point upon which the successful implementation of the EE program balanced. It is evident that the school has struggled to creatively adapt the plans that had been established prior to the pandemic in order to give staff the needed capacity and resources to implement projects. Because a majority of the student population at AAHS is at risk of dropping out, the school’s stated priorities were in re-engaging students in school as a whole, focusing on attendance and engagement at very basic levels. In review of the school’s Annual Reports and EE Surveys, it seems clear that while environmental education is being incorporated ad hoc in a number of subjects, staff have struggled to find consistent and intentional ways to engage student learning, and student participation has been low.

Even as the school articulates the intersectionality of its mission and vision with environmental stewardship in its Annual Reports, this is not yet evident in interviews with students, staff and parents. The school board allocates some financial resources to support environmental sustainability [funding student trips to Osprey Wilds or other field experiences] and teacher training [an EE committee, Osprey Wilds Teacher Workshop], board minutes do not indicate that the Board regularly engages in discussions necessary to demonstrate that environmental education and sustainability is an operating principle.

In the 22-23 year, the school has articulated an approach to environmental education that reflects the weaving together of the school’s pillars: of authentic learning, real-world readiness,

environmental education, and personal relationships—a focus on social and environmental justice. The effort to re-ignite an environmentally literate and sustainable school culture will take time, and the school has demonstrated that it has the capacity and resources to provide learning opportunities that foster the development of students’ environmental literacy.

EE Performance Indicator 1: Awareness

Standard:

Students demonstrate an awareness of the relationship between the environment and human life and the diversity of life that shares the earth with humans.

School Goal:

1. Students and staff at *ACADEMIC ARTS HIGH SCHOOL* have the awareness, or are increasing their awareness, of the relationship between the environment and human life.

Rating:

Exceeds Standard

The school met its contractual goal, implements fully established EE programs, and provided evidence of increasing environmental literacy among its students and faculty.

Meets Standard

The school met its contractual goal and provided evidence of increasing environmental literacy among its students and faculty.

Approaches Standard

The school nearly met its contractual goal and provided some evidence of environmental literacy among its students and faculty.

Does Not Meet Standard

The school did not meet its contractual goal or provided insufficient evidence of environmental literacy among its students and faculty.

Data:

AAHS 2021-2022 ELP Indicated the following measures for this indicator area:

- Students will be able to identify all 7 Leave No Trace (LNT) principles.
 - Students will take a quarterly quiz identifying the 7 LNT principles. 80% of students with two or more (4 possible) completed quizzes to compare will be able to identify all 7 LNT principles by the quarter 4 quiz.
 - The school did not conduct these quizzes in FY22 and has no data.
- Students will be able to identify one human activity contributing to climate change (e.g. carbon dioxide, burning fossil fuels, cattle farming etc.)
 - Students will take a quarterly quiz identifying the 7 LNT principles. This quiz includes questions about human activity and climate change. Students with two or more (4 possible) completed quizzes to compare will be included in the dataset. Additionally, for students who may not have completed 2 quizzes to compare, classroom teachers can report on the completion of this objective from class discussions, assignments and projects. 80% of students in the dataset will be able to identify at least one human activity contributing to climate change.
 - The school did not conduct these quizzes in FY22 and has no data.

Analysis:

In the 21-22 school year, the school did not conduct the learning activities in the Environmental Literacy Plan.

Over the term of the contract, the school was only able to meet standard in this indicator area one time—which was during the 2020-2021 school year. Osprey Wilds is not using data from the 2019-2020 school year for accountability purposes due to the disruptions from the Covid-19 pandemic. In the first year of the school’s current contract, the school was able to consistently implement and track data in this indicator area, but the evidence provided for that year approached standard. The annual EE performance data provided to Osprey Wilds during the term of the contract demonstrates that overall, the school struggled to implement the learning activities outlined in Indicator 1, and therefore the school earns a rating of Does Not Meet Standard.

EE Performance Indicator 2: Knowledge

Standard:

Students have knowledge of how natural systems function and how human systems interact with and depend on them.

School Goal:

1. Students and staff at *ACADEMIC ARTS HIGH SCHOOL* have the knowledge, or are increasing their knowledge, of human and natural systems and processes.

Rating:

Exceeds Standard

The school met its contractual goal, implements fully established EE programs, and provided evidence of increasing environmental literacy among its students and faculty.

Meets Standard

The school met its contractual goal and provided evidence of increasing environmental literacy among its students and faculty.

Approaches Standard

The school nearly met its contractual goal and provided some evidence of environmental literacy among its students and faculty.

Does Not Meet Standard

The school did not meet its contractual goal or provided insufficient evidence of environmental literacy among its students and faculty.

Data:

AAHS 2021-2022 ELP Indicated the following measures for this indicator area:

- Students will be able to articulate how each of the 7 LNT principles affect various environments.
 - Students will take a quarterly quiz applying the 7 LNT principles to different situations. 80% of students with two or more (4 possible) completed quizzes to compare will be able to correctly identify and articulate how all 7 LNT principles affect relevant environments by the quarter 4 quiz.
 - The school did not conduct these quizzes in FY22 and has no data.
- Students will be able to identify one way in which climate change affects humans.
 - Students will take a quarterly quiz identifying the 7 LNT principles. This quiz includes questions about human activity and climate change. Students with two or more (4 possible) completed quizzes to compare will be included in the dataset. Additionally, for students who may not have two completed quizzes to compare, classroom teachers can report on completion of this objective from class discussions, assignments, and projects. 80% of students in this dataset will be able to identify at least one human activity contributing to climate change by the end of quarter 4.
 - The school did not conduct LNT quizzes in FY22 and has no data. However, the school has minimal data from relevant student projects. Out of 24 students in a life science course with a qualifying project, students were able

to identify at least one human activity contributing to climate change through their project.

Analysis:

In the 21-22 school year, the school did not conduct the learning activities in the Environmental Literacy Plan.

Over the term of the contract, the EE performance data results for this indicator area are similar to Indicator Area 1. While the school approached standard in the first year of the contract, it was unable to meet standard in the other years during the contract for which Osprey Wilds is holding the school accountable. Prior to the pandemic, the school had a clear structure and focus on EE in this indicator area, with 75% of students correctly identifying all 7 Leave No Trace principles by the quarter 4 quiz. Overall, the school earns a Does Not Meet rating for this indicator area.

EE Performance Indicator 3: Attitudes

Standard:

Students demonstrate respect and concern for the earth's health and the motivation to participate in environmental stewardship.

School Goal:

1. Students and staff at *ACADEMIC ARTS HIGH SCHOOL* have an attitude, or are increasing their attitude of, appreciation and concern for the environment.

Rating:

Exceeds Standard

The school met its contractual goal, implements fully established EE programs, and provided evidence of increasing environmental literacy among its students and faculty.

Meets Standard

The school met its contractual goal and provided evidence of increasing environmental literacy among its students and faculty.

Approaches Standard

The school nearly met its contractual goal and provided some evidence of environmental literacy among its students and faculty.

Does Not Meet Standard

The school did not meet its contractual goal or provided insufficient evidence of environmental literacy among its students and faculty.

Data:

AAHS 2021-2022 ELP Indicated the following measures for this indicator area:

- 9-12 grade students who participate in overnight outdoor experiences, students in Life science who complete the ecology unit project, and students who participate in qualifying "Virtual Wednesday" experiences will demonstrate appreciation and concern for the environment.
 - 25% of students who participate in overnight outdoor experiences, students in Life Science who complete the ecology unit project, or students participate in qualifying "Virtual Wednesday" experiences will increase their attitude towards an appreciation and concern for the environment using a pre- and post self-assessment at the beginning and end of overnight experiences or respective quarters using questions developed using the Environmental Attitudes Inventory (EAI).
 - No overnight experiences were conducted in FY22.

Analysis:

In the 21-22 school year, the school did not conduct the learning activities in the Environmental Literacy Plan.

Over the term of the contract, the school provided evidence that students were able to meet standard the majority of the years for which the school is being held accountable. In both FY19 and

FY20, the evidence the school provided demonstrated that students met the goal in this indicator area, therefore the school earns a rating of Approaches Standard in this indicator area.

EE Performance Indicator 4: Skills

Standard:

Students possess the skills needed to identify and critically analyze environmental issues, and to contribute to resolving the root of environmental challenges.

School Goal:

1. Students and staff at *ACADEMIC ARTS HIGH SCHOOL* have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life.

Rating:

Exceeds Standard

The school met its contractual goal, implements fully established EE programs, and provided evidence of increasing environmental literacy among its students and faculty.

Meets Standard

The school met its contractual goal and provided evidence of increasing environmental literacy among its students and faculty.

Approaches Standard

The school nearly met its contractual goal and provided some evidence of environmental literacy among its students and faculty.

Does Not Meet Standard

The school did not meet its contractual goal or provided insufficient evidence of environmental literacy among its students and faculty.

Data:

AAHS 2021-2022 ELP Indicated the following measures for this indicator area:

- Students will propose, as part of class projects, a solution to a real-world environmental problem.
 - 80% of students who complete a class activity (assignment, discussion, project deliverable, etc.) requiring a proposal for a solution to a real-world environmental problem and/or a social/political/economic exacerbated by a real-world environmental problem will earn at least 80% (proving mastery) on the specific project or assignment rubric.
 - Though there were several projects in different content areas throughout the year that met the requirements of this metric, the school's curriculum committee did not effectively document specific student projects and does not have usable data for this metric for FY22.

Analysis:

In the 21-22 school year, the school did not conduct the learning activities in the Environmental Literacy Plan.

Over the term of the contract, the school's performance in this indicator area was inconsistent, earning a rating of Approaches Standard. While the school met standard in FY19, the performance data from FY21 indicated that the school did not meet standard, and in FY22 the school did not

meet standard. It is clear that the school has had some traction in this area, but will need to significantly re-engage students in the learning activities in order to move students toward the goal.

EE Performance Indicator 5: Action

Standard:

Students have the capacity, or are increasing their capacity, to perceive and interpret the health of environmental and social systems and take appropriate action to maintain, restore, or improve the health of those systems.

School Goal:

1. Students and staff at *ACADEMIC ARTS HIGH SCHOOL* demonstrate the capacity, or are increasing their capacity, to work individually and collectively toward sustaining a healthy natural environment.

Rating:

Exceeds Standard

The school met its contractual goal, implements fully established EE programs, and provided evidence of increasing environmental literacy among its students and faculty.

Meets Standard

The school met its contractual goal and provided evidence of increasing environmental literacy among its students and faculty.

Approaches Standard

The school nearly met its contractual goal and provided some evidence of environmental literacy among its students and faculty.

Does Not Meet Standard

The school did not meet its contractual goal or provided insufficient evidence of environmental literacy among its students and faculty.

Data:

AAHS 2021-2022 ELP Indicated the following measures for this indicator area:

- Students will educate and advocate to the greater community about their views on issues relevant to the natural environment.
 - 80% of students who complete a project that features or includes a reflection of their views (knowledge and/or attitudes) on an environmental issue will present these views to members of the greater community by presenting at “Friday Spotlight”, exhibition day, or exhibiting their project and reflection in a public forum (e.g. Padlet, Blog, etc.) or a combination.
 - EXAMPLE: A “3D Environmental Art” class may have students create art inspired by nature. If, as part of the final project, students are required to reflect on their views on an environmental issue as part of the artist statement, students who complete this class project (i.e. pass the class) would be included in the data set for this evaluation method.
 - Few classroom projects featured this expectation in FY22. However, all senior projects have this expectation as a graduation requirement. 18 of 20 students completed and presented their “senior project” meeting all relevant requirements in FY22.

Analysis:

In the 21-22 school year, the school met standard in this indicator area. The school provided evidence that 90% of students who had this requirement completed an action project that included a reflection of their views (knowledge and/or attitudes) on an environmental issue.

Over the term of the contract, the school was able to meet standard in this indicator area for 2 out of the 3 years for which the school is being held accountable. It is clear that the school has some energy and capacity to consistently engage students in hands-on EE activities. How might the school leverage this relative success in any future contract years? The school might consider centering the learning activities for Indicator Area 5, designing learning activities for other indicator areas with a connecting theme or action.

EE Performance Indicator 6: Environmental Education Program

Standard:

The school implements values and strategies that foster learning and create environmentally literate citizens who engage in creating healthy outcomes for individuals, communities, and the Earth.

6.1 Curriculum and Instruction

Environmental education is integrated into the core curricula or used as an integrating theme across the curriculum.

Rating:

Well-Developed

The school and employs environmental education as a strategy for teaching and learning across the majority of disciplines; ample cross-curricular collaborations are evident.

Approaching Well-Developed

The school employs environmental education as a strategy for teaching and learning within its science curriculum and at least one other discipline (e.g. language arts or physical education).

Partially Developed

The school employs environmental education as a strategy for teaching and learning within its science curriculum. Its application is not evident in other disciplines.

Minimally Developed

The school occasionally teaches concepts related directly to the natural environment but does not employ environmental education as a pervasive educational strategy for teaching and learning in any discipline.

Undeveloped

The school does not employ environmental education as a strategy for teaching and learning.

Analysis:

According to EE Surveys and Annual Reports from the term of the contract, AAHS began the contract period with a clear intention and plan for environmental education that was integrated into the curriculum using cross-cutting themes, but the sustained implementation of this plan was severely disrupted by the Covid-19 pandemic. Collecting relevant data that is also aligned with the school's defined ELP goals for a specific year is a consistent challenge for the school.

The most recent years of the contract term, the school struggled to implement or collect data on any of the EE related learning activities. In the additional questions posed of staff on site visits and in the EE survey, the curriculum and instruction committee explains that moving forward it is working to integrate the school's focus on social justice with environmental justice to allow for cross-disciplinary connections, deeper student engagement, and conceptual alignment for staff as they guide student projects and learning activities. During a site visit in fall 2022, Osprey Wilds staff observed teaching about natural resources, mining, and environmental impacts in a Social Studies class which is evidence that concepts related directly to the natural environment are occurring in the school beyond science classes. However, while there is evidence that some environmental

education learning may be happening at the school, it is clear that staff need structure, increased capacity, and clarity in order to develop and implement a sustainable environmental education program.

6.2 School Culture

The school creates a positive social and academic environment to support students in the process of learning, asking questions and thinking critically about environmental issues and solutions.

Rating:

Well-Developed

Evidence of a school culture of environmental sustainability and stewardship is observable in the classroom, work spaces, and school yard and readily evident when interviewing students, leadership, and faculty.

Approaching Well-Developed

Evidence of a school culture of environmental sustainability and stewardship is observable in some classrooms or other areas of the school and evident in most interviews with students, leadership, and faculty.

Partially Developed

Evidence of a school culture of environmental sustainability and stewardship is inconsistent and limited across classrooms and individuals.

Minimally Developed

Evidence of a school culture of environmental sustainability and stewardship is inadequate or falls far short of satisfying the standard.

Undeveloped

All or nearly all students, school leadership, staff, and faculty are unaware of the school's environmental education requirements or are actively resistant to environmental stewardship, sustainability, or education.

Analysis:

Evidence from Annual Reports, EE Surveys, site visits and the school's renewal application indicate that the school's culture of environmental sustainability and stewardship is inconsistent and limited across classrooms and individuals. The foundation of the school's culture to support students in the process of learning, asking questions and thinking critically about environmental issues and solutions has been teaching and practicing the 7 Leave No Trace principles, but over the term of the contract the ability to practice these principles through outdoor learning trips was not an option and therefore the school's culture of environmental stewardship suffered.

As stated in the renewal application, the school has a vision for re-engaging with a culture and philosophy to support student learning toward the ELP goals.

"The school has noted that the levels of environmental citizenship in its ELPs (Awareness, Knowledge, Attitudes, Skills, Action) are the same as those identified in attaining "multicultural competence" and "social justices for citizenship". The vision is to align the school's ELP goals with the social justice, multicultural learning, and antiracist work that it is doing.

Additional EE challenges stemming from the COVID-19 pandemic include the school's camping experience programming. Traditionally, the school has conducted a minimum of 5 overnight, outdoor-focused experiences with students throughout the school year

(2 one-night camping trips at local campgrounds, two trips the OW ELC in Sandstone, MN, and a trip to the Steger Wilderness center in Ely, MN). These key aspects of the school’s EE programing were not possible for the last half of FY20, all of FY21 and FY22 due to COVID-19 restrictions.”

The school has a stated goal moving forward to align the school’s academic and environmental literacy goals through a ‘key curriculum initiative’ of environmental justice. If the school is committed to Environmental Education as one of its four pillars (along with Authentic Learning, Real-World Readiness, and Personal Relationships), it will be necessary for the school to ensure the curriculum committee and all staff are given training and support to engage and embed environmental education and a focus on environmental justice across subjects and in student projects. Returning to activities like the Opening Week Leave No Trace challenges, Environmental Excursions, and trips to Osprey Wilds Environmental Learning Center may provide on-ramps to re-engaging staff and students in learning activities that have been dormant due to the impacts of the pandemic. Not only do these learning experiences provide opportunities for practical engagement with environmental principles and concepts, they also provide unique opportunities for students and staff to build shared understandings and relationships through that engagement. These dynamics, along with the academic focus on environmental justice, will contribute to revitalizing a school culture of environmental stewardship and sustainability.

6.3 Alignment to Mission or Community

The school adapts environmental education to the needs and unique aspects of the school’s educational program or the needs of the school community.

Rating:

Well-Developed

The school fully integrates environmental education in the majority of school-related activities and events, and is central to mission fulfillment.

Approaching Well-Developed

Environmental education values and strategies are readily evident in the school’s projects and programs, but not central to its mission fulfillment.

Partially Developed

Environmental education values and strategies are evident in some of the school’s projects and programs, but not central to its mission fulfillment and limited in execution.

Minimally Developed

The school has minimally undertaken environmental education or is carrying it out in a way that is not relevant to its mission or community.

Undeveloped

The school does not implement any aspect of environmental education in projects and programs related to mission fulfillment or community service.

Analysis:

Evidence from Annual Reports, site visits and the school’s renewal application indicate that the school views Environmental Education as one of its four pillars, which are aligned with the school’s mission, to “Learn by doing, Embrace Your Place in the World, Prepare for Success, and Make Friends Along the Way.” While environmental education values and strategies are evident in some of the school’s project and programs, they have been limited in execution over the years of the contract. The school acknowledges that during the pandemic-disrupted years, embedding EE into the curriculum was deprioritized which indicates that these values and strategies were less central to the school’s mission fulfillment.

According to the school’s FY22 EE Survey:

“In ideal circumstances, the school utilizes the Leave No Trace Principles to show connection between decisions humans make and their effects on the environment whether that “environment” be a natural space, a school community, or our entire planet. At its most basic, using the LNT principles serves as a fun, sometimes campy, framework to talk about environmental ideas and ask common questions of each other while being in natural spaces, our school building, classrooms, etc. At its most aspirational, the principles give our staff and students a common language to ask bigger and better questions ACROSS content areas. Covid-19 has certainly damaged this culture centered on the LNT principles in FY20-22. Rebuilding this culture is one of many goals moving forward in FY23.”

The school clearly made an effort to incorporate outdoor learning opportunities through ‘The Nest’ course that was offered in quarters 3 and 4 of FY21, a time when students were not able to

consistently learn in-person at the school. In general, the school's curriculum committee, in collaboration with the SpEd committee, adapts all content for all students to best meet their learning needs. A key revelation that has guided the curriculum committee's EE philosophy is that EE doesn't have to be an add-on. Though it can be easier to incorporate environmental concepts in a science class, once environmental concepts are recognized as a perspective through which to view the world, staff have found it becomes easier to find connections in all content areas. The school reports that in reflection between teaching teams, staff believe these connections to content happen often in the school, but that the systems and processes of planning and documenting how students experience EE in the school remain a structural challenge.

Osprey Wilds hopes that as the school continues to rebuild and regroup from the pandemic-disrupted years, the pillar of environmental education through a focus on environmental justice can become an integrating concept around which the school community can rally and engage.

EE Performance Indicator 7: Governance

Standard:

The board of directors allocates the appropriate financial, human, and organizational resources to carry out environmental education and monitors the school's progress toward its goals.

Rating:

Well-Developed

The school meets four or more of the following criteria:

- The board of directors allocates appropriate funding to implement an environmental education program, as evidenced by the school budget and budget discussion recorded in the board meeting minutes;
- The board of directors monitors the school's progress toward its EE goals at a minimum quarterly, as evidenced by board meeting minutes;
- Discussions about facilities, food program, transportation, schoolyard, and purchasing include consideration for environmental sustainability, as evidenced by board meeting minutes;
- The school's mission statement indicates a strong commitment to EE principles or practices;
- Staff and faculty receive appropriate training to implement the school's environmental education and recycling programs; and
- The school has systems in place to track its progress toward increasing student, faculty, and school leader environmental literacy.

Approaching Well-Developed

The school meets three of the criteria listed above.

Partially Developed

The school meets two of the criteria listed above.

Minimally Developed

The school meets one of the criteria listed above.

Undeveloped

The school meets none of the criteria listed above.

Analysis:

Evidence from board meeting minutes, EE surveys, and Annual Reports indicates that the school meets two of the criteria listed above:

- The board of directors allocates appropriate funding to implement an environmental education program, as evidenced by the school budget and budget discussion recorded in the board meeting minutes
- The school's mission statement indicates a strong commitment to EE principles or practices

Over the term of the contract, the board has approved, and revised as needed, an annual budget that allocates funds for overnight environmental trips (OW ELC, Will Steger Center, Local camping trips, etc.). Aside from updates from the school's leadership team in ex officio reports, the board

does not regularly monitor EE goals as it does with academic goals defined in exhibit G of the school’s contract with OW. As noted in the school’s FY22 EE survey, “This is likely due to the emphasis on academic goals affecting reauthorization defined in the school’s most recent reauthorization. Adding an “EE data” section to board meetings is a change that the school board plans to make in FY23 in order to have a more active role in allocating resources and monitoring the school’s EE goals.”

As discussed in Section 6 of this evaluation, strong leadership and intentional investment from the school board will be a vital support as the school centers environmental justice in the curricular and experiential components of its program in any future term of the contract. As the school has seen significant staff turnover in the last couple of years, it will be important for the board to not only share but even more to lead with a vision for environmental education as one of the school’s four pillars. As staff have noted, EE does not need to be a burdensome ‘add-on’ to the curriculum, and as the school strives to regain its footing after the pandemic, focusing on how environmental justice is a relevant aspect of students lived experiences may be an energizing catalyst for students holistic wellbeing and academic and environmental literacy outcomes.

EE Performance Indicator 8: Operations

Standard:

Operational decision-making by school leadership, staff, and faculty reflects a commitment to environmental sustainability. The school has a waste reduction and recycling program in place.

Rating:

Well-Developed

The school has a waste reduction and recycling program in place and provides ample, observable evidence that its decision-making and operations reflect a commitment to environmental sustainability in four or more of the following areas:

- Facilities (e.g. lowering energy costs, refillable water bottle stations, low-VOC cleaners)
- Food (e.g. locally sourced food, low or no waste packaging, ort collection, composting)
- Schoolyard and outdoor areas (e.g. school garden, native plantings)
- Transportation (e.g. incentivizing carpools or biking, offset carbon footprint of buses)
- Purchasing (e.g. purchasing office supplies made from recycled materials, contracting with low-impact service providers, ensuring end-of-life recycling for purchases)
- Teacher training (e.g. school-wide or individual professional development, EE in PLCs)

Approaching Well-Developed

The school has a waste reduction and recycling program in place and meets three of the criteria listed above.

Partially Developed

The school has a waste reduction and recycling program in place and meets two of the criteria listed above.

Minimally Developed

The school has a waste reduction and recycling program in place and meets one of the criteria listed above.

Undeveloped

The school does not have a waste reduction and recycling program in place or does not meet any of the criteria listed above.

Analysis:

The school has a waste reduction and recycling program in place and meets two of the criteria listed:

- Teacher training (e.g. school-wide or individual professional development, EE in PLCs)
- Schoolyard and outdoor areas

As recounted by the school and seen on school visits, recycling bins are available throughout the school and composting bins are in the school's lunch room. There is an expectation that at least 1 member of the school's curriculum committee attends the OW EE retreat yearly. Attendees update the rest of the school's curriculum committee in summer PD days. The school has a small raised bed garden in the front of the school, and has included a small aesthetic garden and plants in indoor school spaces. While the school garden has not been actively cultivated in several years, this plot

provides opportunities for student learning activities that can be pursued in any future term of the contract.

In any future term of the contract, the school should consider how operational investments will enable staff and students to successfully engage in EE—through appropriate resourcing, a range of learning opportunities within and beyond the building, and importantly through alignment with and implementation of the school’s stated values and mission. Providing opportunities for students to develop environmental literacy involves more than creating a curriculum, it involves providing a space and an environment where that learning can occur, and that is a responsibility of the school’s leadership.

Academic Arts High School FY19-21 Financial Performance Evaluation Contract term: July 1, 2018-June 30, 2023

Overview

The Financial Performance Evaluation is conducted to determine whether the school is compliant with legal requirements, the charter contract, and generally accepted principles of financial oversight and management, as well as to assess the financial health and viability of the school. This framework was derived through a review of model authorizer practices, charter school lender guidance, and expertise in the field. In completing the evaluation, Osprey Wilds has reviewed the school's financial audit, board meeting minutes, monthly financials, school policies, state reports, and other relevant documents. In addition, the evaluation may incorporate information learned through site visits, attendance at board meetings, and interviews or discussions with key individuals at the school including the director, board chair, treasurer, and financial service provider. No one measure identifies the full picture of a school's financial situation. The measures are to be used together to indicate the total financial picture of the school.

Financial Performance Indicators

The Financial Performance Framework includes three indicators, or general categories, used to evaluate a school's financial performance.

1. Financial Management

This portion of the evaluation focuses on the school's performance relative to required financial management. Quality management and oversight of financials is a critical indicator of financial health. Schools that fail to meet the standards are not implementing best practices or those required by law or the charter contract and may be at greater risk for financial challenges in the present or future. This indicator includes the following measures: **Budgeting, Financial Policies and Practices, Financial Reporting, and Financial Audit.**

2. Near-Term Financial Health

This portion of the evaluation tests a school's near term financial health and is designed to depict the school's financial position and viability in the coming year. Schools that fail to meet the standards may currently be experiencing financial difficulties and/or have a higher likelihood for financial hardship. These schools may require additional review and/or corrective action by Osprey Wilds. This indicator includes the following measures: **Current Ratio, Days Cash on Hand, and Enrollment Variance.**

3. Financial Sustainability

This portion of the evaluation includes longer-term financial sustainability measures and is designed to depict the school's financial position and viability over time. Schools that fail to meet the standards are more likely to face financial hardship in the future. This indicator includes the following measures: **Fund Balance Percentage, Total Margin and Aggregated Three-Year Total Margin, and Debt to Asset Ratio.**

Summary Discussion

Academic Arts High School demonstrated an improved financial performance in FY21. The school remains financially healthy on indicators of near-term health and long-term financial sustainability. Adequate enrollment predictions and timely financial reporting to Osprey Wilds continue to be areas of growth for the school. For the third year in a row, the school's fund balance meets standard at 21.5%, or \$442,747 at FY21 year-end, indicating the school is well-positioned to withstand cash shortfalls and likely does not have to engage in short-term borrowing.

During the course of the contract the school has improved its budgeting practices although enrollment predictions in the most recent year did not meet standard (which may be due, at least in part, to impacts from Covid-19). After feedback from Osprey Wilds early in the contract period, the board revised its budget template and financial presentation, which supported more transparent financial monitoring. The school began working with a new financial service provider at the end of FY19 which has also improved the quality of reporting and monitoring. In addition, the school resolved several audit findings from the last three years. Considering the continued unexpected impact of Covid-19 in FY20 and FY21 and having to adapt to distance learning and food service challenges, the school still succeeded in slowly growing its fund balance.

Summary of Financial Performance

Financial Statements – Three-year Summary			
	2019	2020	2021
Balance Sheet			
Cash	\$127,288	\$172,882	\$234,073
Current Assets	\$508,928	\$524,226	\$598,756
Non-Current Assets	\$7,075	\$9,772	\$20,152
Total Assets	\$516,003	\$533,998	\$618,908
Current Liabilities	\$159,852	\$133,669	\$156,008
Non-Current Liabilities	\$0	\$0	\$0
Total Liabilities	\$159,852	\$133,669	\$156,008
Net Assets	\$356,150	\$400,330	\$462,900
Income Statement (All Funds)			
Total Revenue	\$1,775,105	\$1,879,240	\$1,964,167
Total Expenditures	\$1,748,889	\$1,837,758	\$1,911,977
Debt Proceeds & Capital Leases	\$0	\$0	\$52,190
Surplus (Deficit)	\$26,216	\$41,482	\$442,747
Total Fund Balance	\$349,075	\$390,557	\$443,457
Total Unrestricted General Fund Balance	\$341,207	\$370,106	\$1,964,167
Enrollment Information – Pupil Units (P.U.)			
Budgeted Enrollment	114.00	118.80	118.80
Actual Enrollment	102.59	115.57	103.52
Maximum Total Enrollment (number of students) <i>Per section 6.5(a) of the charter contract</i>	120	120	120

Financial Performance Evaluation –Summary			
Management Indicators	2019	2020	2021
Budgeting	Meets	Meets	Meets
Financial Policies and Practices	Meets	Meets	Meets
Financial Reporting	Does Not Meet	Does Not Meet	Meets
Financial Audit	Meets	Meets	Meets
Near-Term Indicators			
Current Ratio	3.18	3.92	3.84
Days Cash on Hand	35	43	53
Enrollment Variance	90.0%	97.3%	87.1%
Sustainability Indicators			
Fund Balance Percentage	20.2%	21.5%	23.2%
Total Margin/Aggregated Three-Year Total Margin	1.5%/1.4%	2.2%/2.3%	2.7%/2.1%
Debt to Asset Ratio	0.31	0.25	0.25

Financial Performance Indicator 1: Financial Management

1.1 Budgeting: *Does the school effectively establish and monitor budgets?*

Meets Standard

The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to budgets.

- Board meeting minutes and/or audit notes document approval of fiscal year budget on or prior to the June 30 statutory deadline.
 - The board appropriately monitors the budget, which may include:
 - Monthly review of budget to actuals;
 - Mid-year budget updates approved by the board as appropriate;
- The board reviews and approves quality monthly financial statements which include recommended reports: balance sheet, income/expense statement, cash flow statement (at least quarterly), budget vs. actual report, enrollment report, disbursements.
- Budget variances are reasonable. The variance compares actuals to projected revenues and expenditures based on the school's approved budget as of December 1* for all fund areas.
 - Revenue variance: Does the school meet or exceed overall revenue projections?
 - Expenditure variance: Does the school stay within or below expenditure projections?

*Our intention is to compare year-end actuals to the December 1 approved budget. In lieu of that we will compare to the revised budget that we have available to us. Please ensure Osprey Wilds has your approved budget as of December 1 of each fiscal year.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Calculation

Revenue Variance = (Actual Revenue – Projected Revenue) ÷ Projected Revenue
-4.0% = (\$ 1,964,167 - \$ 2,046,048) ÷ \$ 2,046,048

Expenditure Variance = (Actual Expenditures – Projected Expenditures) ÷ Projected Expenditures
-5.7% = (\$ 1,911,977 - \$ 2,027,201) ÷ \$ 2,027,201

Analysis

The school board approved the FY20 and FY21 budgets prior to the start of the respective fiscal years. There is minimal evidence that the board engaged in budget development leading up to its approval, other than approval of the action item itself. Budget to actual variances were near 5% in each instance and enrollment was lower than projected.

Ongoing issues related to timely financial reporting and quality monthly financial statements led the school to hire a new financial services provider effective July 1, 2019. Over the course of several months, financial statements were not approved or accepted due to outstanding questions for the financial services provider. During FY19, OW required the school to develop a school remediation plan that resulted in increased student engagement and learning, effective instructional leadership, and a safe and conducive learning environment. The school worked with its financial service provider to develop a three-year financial plan that aligned with these outcomes and appropriately

invests in student outcomes. This is an improvement over past years and demonstrates that the board is more closely linking its financial and contractual oversight responsibilities. It will be important that the school use this plan to guide development of its budget over the course of the next few years.

1.2 Financial Policies and Practices: *Does the school implement appropriate financial policies and practices?*

Meets Standard

The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to financial policies and practices, including but not limited to:

- Contracting/Purchasing Policy
- Fund Balance Policy
- Credit Card Policy
- Conflict of Interest Policy
- Electronic Funds Transfer Policy
- Contributions and Fundraising Policy
- Group Health Insurance Policy (required if the school provides group health insurance coverage)
- Assessing Student Fees Policy (required if the school charges fees for textbooks, workbooks, and library books)
- Appropriate use of public funds
- Sufficient internal controls

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Analysis

Osprey Wilds has on file the following board approved financial-related policies:

- Purchasing and Procurement Policy, approved November 19, 2013
- Fund Balance Policy, adopted September 30, 2013
- Conflict of Interest Policy, approved November 19, 2013

Please provide Osprey Wilds with updated versions of these policies, if applicable.

In addition, please provide OW with copies of the following required policies:

- Electronic Funds Transfer Policy
- Contributions and Fundraising Policy
- Credit Card Policy
- Conflict of Interest Policy (included as part of the school's bylaws)
- Group Health Insurance Policy (required if the school provides group health insurance coverage)
- Assessing Student Fees Policy (required if the school charges fees for textbooks, workbooks, and library books)

If the school does not have these policies, the board must have in place a plan to draft and adopt the required policies, and all policies must be adopted prior to December 31, 2022.

1.3 Financial Reporting: *Did the school complete timely and accurate financial reporting?*

Meets Standard

The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to financial reporting.

- Financial audit, including required supplemental information, is submitted to Osprey Wilds and MDE no later than December 31.
- Preliminary and final UFARS data are appropriately submitted (September 15 and November 30 respectively.)
- MDE School Finance Award
- CSP grant reports, SOD plans and reports and/or other required financial reports are submitted in a timely and accurate fashion.
- Financial reporting to Osprey Wilds is timely and accurate.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Analysis

The school's on-time financial reporting rate to Osprey Wilds via Epicenter for financial-related tasks was 44% over the course of the contract to date (July 1, 2018 through January 17, 2022), but was 88% for fiscal year FY21. Among other items, the school submitted multiple years of audits, budgets and Form 990s late. OW expects the school will maintain at least an 80% on-time Epicenter compliance rating. Generally, Epicenter timeliness is an area of growth for the school in all areas. The school earned the MDE School Finance Award for FY20 reporting which demonstrates on time and accurate financial reporting to MDE.

1.4 Financial Audit: *Did the school receive an unqualified/unmodified audit opinion absent any significant deficiencies or material weaknesses?*

Meets Standard

The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to the annual financial audit.

- The most recent financial audit includes no significant deficiencies or material weaknesses.
- The most recent financial audit included an unqualified/unmodified opinion.
- Any previous year audit findings have not been repeated in most recent audit
- Appropriate corrective action plan is in place to ensure any finding is not repeated in the next fiscal year.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Analysis

The school's FY21 audit included an unmodified ("clean") opinion with no significant deficiencies, materials weaknesses, or legal compliance findings.

Financial Performance Indicator 2: Near-Term Financial Health

2.1 Current Ratio: *Does the school have enough current assets to pay off its current liabilities?*

The current ratio measures a school's ability to pay its obligations over the next 12 months. A current ratio of greater than 1.0 indicates that the school's current assets exceed its current liabilities, thus indicating ability to meet current obligations. A ratio of less than 1.0 indicates that the school does not have sufficient current assets to cover the current liabilities and is not in a satisfactory position to meet its financial obligations over the next 12 months.

Calculation

Current Ratio = Current Assets divided by Current Liabilities

$$3.84 = \$ 598,756 \div \$ 156,008$$

Meets Standard

Current Ratio is greater than or equal to 1.1, or Current Ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than last year's).

Does Not Meet Standard

Current Ratio is between 0.9 and 1.0 or equals 1.0, or Current Ratio is between 1.0 and 1.1 and one-year trend is negative.

Does Not Meet Standard

Current Ratio is less than or equal to 0.9.

Analysis

The school's current ratio was 3.84 at FY21 year-end and has been above 3.0 in each of the last six years. This is well above the standard and indicates the school is well-positioned to meet current obligations.

2.2 Days Cash on Hand: *Does the school have sufficient cash on hand to fund operations?*

The days cash measure calculates the extent to which a school has sufficient cash to meet its cash obligations. Depreciation expense is removed from the total expenses because it is not a cash expense. This critical measure takes on additional importance given the timing of school payments in Minnesota. For this measure, target levels may be adjusted based on the holdback percentage to ensure reasonable expectations, while still evaluating a school for cash levels necessary for financial health. Measures below are based on the holdback rate of 10%.

December 31 data is also included to provide a fuller picture of the school's cash position throughout the year and is averaged with June 30. In addition, any short-term borrowing done by the school to manage cash flow will be documented here, though it will not figure into calculations. Short-term borrowing will also be evident in the Current Ratio.

Calculation

Days Cash = Cash divided by [(Total Expenses – Depreciation Expense)/365]

Previous fiscal year end (June 30):

$$45 \text{ days} = \$ 234,073 \div [(\$ 1,996,336 - \$ 84,359) \div 365]$$

December 31 of current fiscal year:

$$62 \text{ days} = \$ 325,466 \div [(\$ 1,996,336 - \$ 84,359) \div 365]$$

53 days = Average days cash

Meets Standard:

Average days cash is 60 or higher; or

Average days cash is between 30 and 60 days and one-year trend is positive.

Does Not Meet Standard:

Average days cash is between 15 and 30 days; or

Average days cash is between 30 and 60 days and one-year trend is negative.

Falls Far Below Standard:

Average days cash is less than 15 days cash.

Analysis

The school's days cash increased to 43 days by FY20 year-end, up from 35 days in FY19. This positive trend meets the standard for this measure. The increase in the school's fund balance also contributes to a stronger picture of the school's near-term financial health.

2.3 Enrollment Variance: *Does the school meet enrollment projections?*

The enrollment variance analysis will indicate whether the school is on target with enrollment targets from approved budgets and compares actuals to projected enrollment based on the school's originally approved budget. A school that fails to meet its enrollment targets may not be able to meet its budgeted expenses, and a poor enrollment variance is an important indicator of potential financial issues. Enrollment variance is used to evaluate a charter school's financial health as well as board and management capacity to forecast. Thus, while enrollment variance is a primary measure of financial health, it can also be seen as a secondary measure for organizational aptitude. Enrollment Variance is based on Per Pupil Units (PP) as this is the primary driver of funding.

Calculation

Enrollment Variance = Actual Enrollment divided by Projected Enrollment

$$87.1\% = 103.52 \div 118.8$$

Meets Standard:

Enrollment Variance exceeds 95%.

Does Not Meet Standard:

Enrollment Variance is between 85% and 95%.

Falls Far Below Standard:

Enrollment Variance is less than 85%.

Analysis

The school's enrollment variance has been below projections over the term of the contract and was 87.1% at FY21 year-end, the lowest it has been in eight years and almost a 13% variance. This does not meet the standard for this measure. Accurate enrollment predictions are the basis upon which

the budget is based and inaccurately predicting revenue can cause stress on the school's overall financial health.

Financial Performance Indicator 3: Financial Sustainability

3.1 Fund Balance Percentage: *Does the school have sufficient reserves on hand to serve as a cushion for unexpected situations or to help fuel growth or investment in new programs?*

The fund balance percentage measures the equity a school has built up in its general fund. Using the Fund Balance in the General Fund, this calculation indicates the percentage of available funds that the school has in reserve in relation to its Total General Fund Annual Expenditures.

Calculation

Fund Balance Percentage = General Fund Balance divided by Total General Fund Annual Expenditure

$$23.2 \% = \$ 442,403 \div \$1,908,551$$

Meets Standard:

Fund Balance Percentage is greater than or equal to 20.0%.

Does Not Meet Standard:

Fund Balance Percentage is between 10.0-19.9%.

Falls Far Below Standard:

Fund Balance Percentage is less than 9.9%.

Analysis

The school's fund balance has increased every year of the contact term, with a balance of \$442,747, an increase of 1.7% over the previous year. The board must carefully manage its budget going forward to maintain this trend and in order to ensure great outcomes for students and the long-term viability of the school.

3.2 Total Margin and Aggregated Three-Year Total Margin: *Does the school operate with an annual surplus or has the school needed to deplete its fund balance to operate?*

The total margin measures whether a school added to its fund balance in a current year (positive total margin) or if the school depleted the fund balance in the current year (negative total margin).

The aggregated three-year total margin is helpful for measuring the long-term financial stability of the school by smoothing the impact of single-year fluctuations on the single-year total margin indicator. The performance of the school in the most recent year, however, is indicative of the sustainability of the school. It is expected that the school has a positive total margin in the most recent year, however in some instances, a school with a larger fund balance may have a planned spend down as part of a strategy to invest in some aspect of its program. Such instances will be noted in the analysis.

Calculation

Total Margin = Most recent year Surplus (or Deficit) divided by Total Revenue

$$2.7\%/2.1\% = \$ 52,190 \div \$ 1,964,167$$

Aggregated Three-Year Total Margin = Total Three-Year Surplus (or Deficit) divided by Total Three-Year Revenue

$$2.1\% = \$ 119,889 \div \$ 5,618,512$$

Meets Standard:

- Aggregated Three-Year Total Margin is positive and the most recent year Total Margin is positive; or
- Aggregated Three-Year Total Margin is greater than -1.5%, the trend is positive for the last two years, and the most recent year Total Margin is positive; or
- Aggregated Three-Year Total Margin is greater than -1.5%, the fund balance Meets Standard, and the school has executed a planned spending of its fund balance to invest in program needs.

Does Not Meet Standard:

- Aggregated Three-Year Total Margin is greater than -1.5%, but trend does not Meet Standard.

Falls Far Below Standard:

- Aggregated Three-Year Total Margin is less than or equal to -1.5%; or
- The most recent year Total Margin is less than -10.0%.

Analysis

The school's total and the three-year aggregated total margin have been positive and have met standard for each year of the current contract. These numbers reflect that the school has added to its fund balance over each of the last six years.

3.3 Debt to Asset Ratio: *Does the school have sufficient resources to manage its debt?*

The debt to asset ratio compares the school's liabilities to its assets. Simply put, the ratio demonstrates what a school owes against what it owns. A lower debt to asset ratio generally indicates stronger financial health. Charter schools in Minnesota generally do not own buildings; therefore the assets are not recorded in the books of the school. The target levels are therefore set to reflect organizations which do not own their own facilities or land. In cases where a school has an affiliated building company, this measure does not take into account the building company's assets or liabilities. Additionally, this measure does not include any long-term liabilities related to TRA and PERA.

Calculation

Debt to Asset Ratio = Total Liabilities divided by Total Assets

$$0.25 = \$ 156,008 \div \$ 618,908$$

Meets Standard:

- Debt to Asset Ratio is less than 0.5.

Does Not Meet Standard:

- Debt to Asset Ratio is between 0.5 and 1.0.

Falls Far Below Standard:

- Debt to Asset Ratio is greater than 1.0.

Analysis

The school's debt to asset ratio has met standard for each year of the contract, including FY21 at 0.25. This calculation does not include any net pension liabilities related to TRA or PERA. The school has no long-term debt.

Academic Arts High School Operations Performance Evaluation

Overview

The Operations Performance Evaluation is conducted not only to determine whether the school is compliant with legal requirements, the charter contract, and generally accepted principles of governance, oversight, and management, but also to assess the operational standing of the school. In completing this evaluation, Osprey Wilds has reviewed the school's board meeting minutes, school policies, state reports, compliance with Epicenter tasks and deadlines, and other relevant documents and information. In addition, the evaluation will incorporate information learned through site visits, attendance at board meetings, and interviews or discussion with key individuals at the school including the director, board chair, teachers, or others. Results of this evaluation become part of the body of information used to inform charter school renewal decisions made by the board of directors of Osprey Wilds.

Operations Performance Indicators

The Operations Performance Framework includes six indicators, or general categories, used to evaluate a school's operations performance.

1. Educational Program

This portion of the evaluation focuses on how the school has implemented key components of the educational program. This indicator includes the following measures: **Mission & Vision, Instruction & Assessment, Educational Requirements, Special Education, English Learners, and Parent & Student Satisfaction.**

2. Governance

This portion of the evaluation focuses on the board's governance, oversight, and evaluation. This indicator includes the following measures: **Board Composition & Capacity, Board Decision-Making & Oversight, and Management Accountability.**

3. School Environment

This portion of the evaluation focuses on the environment that the school has created for students. This indicator includes the following measures: **Facilities & Transportation and Health & Safety.**

4. Student Rights

This portion of the evaluation focuses on the practices and procedures of the school related to student enrollment and privacy rights. This indicator includes the following measures: **Admissions & Enrollment and Due Process & Privacy.**

5. Personnel Practices

This portion of the evaluation focuses on the school's practices and successes related to staffing. This indicator includes the following measures: **Licensure, Staff Retention and Employment Practices.**

6. Compliance & Reporting

This portion of the evaluation focuses on the school's ability to meet various authorizer and state compliance and reporting deadlines and activities. This indicator includes the following measures: **Charter School Annual Reports, Insurance and Authorizer & State Compliance.**

Operations Performance Evaluation Summary	
Indicator Area 1: Educational Program	
1.1: Mission & Vision	Meets Standard
1.2: Instruction & Assessment	Approaches Standard
1.3: Educational Requirements	Does Not Meet Standard
1.4: Special Education	Meets Standard
1.5: English Learners	Does Not Meet Standard
1.6: Parent & Student Satisfaction	Approaches Standard
Indicator Area 2: Governance	
2.1: Board Composition & Capacity	Approaches Standard
2.2: Board Decision-Making & Oversight	Approaches Standard
2.3: Management Accountability	Meets Standard
Indicator Area 3: School Environment	
3.1: Facilities & Transportation	Meets Standard
3.2: Health & Safety	Meets Standard
Indicator Area 4: Student Rights	
4.1: Admissions & Enrollment	Meets Standard
4.2: Due Process & Privacy	Meets Standard
Indicator Area 5: Personnel Practices	
5.1: Licensure	Meets Standard
5.2: Staff Retention	Meets Standard
5.3: Employment Practices	Does Not Meet Standard
Indicator Area 6: Compliance & Reporting	
6.1: Charter School Annual Reports	Approaches Standard
6.2: Insurance	Does Not Meet Standard
6.3: Authorizer & State Compliance	Does Not Meet Standard

Operations Performance Indicator 1: Education Program

1.1 Mission & Vision: Does the school demonstrate fidelity to the mission and vision outlined in the contract?

Meets Standard

The school implements programs that align to the mission and vision outlined in its current charter contract, including but not limited to:

- Implementation of statutory purposes
- Instructional program, including key pedagogical approach
- Staffing levels and assignments
- Stakeholders identify with school mission

Approaches Standard

The school implements programs that align to the mission and vision outlined in its current charter contract, with one or more of the above elements developing or in need of improvement.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Exhibits D & F of the charter contract, site visit, annual report, school website

Analysis:

Academic Arts High School's (AAHS) mission is "learn by doing. Embrace your place in the world, prepare for the future. And make friends along the way." The school's vision is a generation of young people who can navigate the world with the awareness, knowledge, attitudes and skills necessary to make a positive impact. The school serves 9-12th grades. While the school has consistently focused on implementing project based learning (PBL), over the term of the contract, the school has honed its focus on "community, social-emotional learning, antiracism, and restorative justice."

In AAHS's Exhibit F and in its FY21 Annual Report, the school states that it meets the primary statutory purpose, to improve all pupil learning and all student achievement through its four pillars:

1. **Authentic Learning:** The school seeks to provide authentic learning through incorporation of Project Based Learning (PBL). The school's implementation of PBL has shifted over the term of the contract to provide more scaffolding for students that better achieves the goals of PBL and meets the needs of their student body. PBL is now addressed through several different paths:
 - Individualized, student designed independent projects (overseen by licensed instructors)
 - Master Classes which apply a project design model and are aligned with standards and allow students to earn credits across multiple content areas during the course of one class.
 - School wide text that are read during Advisory to build on ELA standards
2. **Environmental Education:** According to the school's FY21 Annual Report, "the school's culture and norms foster environmental education through the presence of and focus on the seven Leave No Trace (LNT) principles in the physical space as well as through continual links to environmental topics in class curriculum. Throughout the year, students participate

in activities that instill the values of the leave no trace principles in the school and in their lives outside of school.”

3. **Real-World Readiness:** A central focus in this effort is developing specific life-skills. Courses such as Life Plan and Senior Project are required for graduation from AAHS. These courses help students develop and practice basic skills needed for life as an adult including opening a savings account, registering to vote, finding housing, balancing a personal budget, researching career options, etc. Additionally, the “block” system allows for fewer total classes and longer class times. The structure of the daily and quarter schedules emulates a workplace where teams work on fewer projects for longer amounts of the day for a limited time up until a deadline at which they present their progress to the entire community and celebrate their accomplishments. Over the term of the contract the school has continued development of its “Transitions” program to better serve students qualifying for special education services. The Transitions Program focuses special education resources for student who are severely behind in credits, helping them graduate with a diploma.
4. **Personal Relationships.** The school’s learning program, culture, and norms promote personal relationships. Personal relationships allow students and staff to better hold each other accountable for pupil learning and student achievement. Some examples of how the learning program promotes relationships are through:
 - The advisory program provides a safe and confidential forum through which students can talk through and get support with issues that may affect their achievement in school with a group of trusted staff and peers.
 - Restorative justice and PBIS practices further foster these personal relationships. Led by the school’s social worker, instruction and practice of Social/ Emotional Learning (SEL) skills and strategies began being incorporated into curriculum for classes in FY20. Due to increased need identified during distance learning in FY21, the school expanded SEL practices to every day in every class in FY22. The first 10 minutes of class (“Take 10”) are reserved for SEL education and activities to prepare students for learning.

AAHS’s additional statutory purpose is to increase learning opportunities for all pupils. Over the term of the contract AAHS has expanded the accommodations available to learners with the intent of “fostering a community in which many students who were unable to succeed in a traditional school setting are able to thrive.” It states in its Exhibit F that it addresses this “by providing a small, project-based program where students who may not thrive in traditional high schools can learn and build their unique paths toward graduation and beyond.” AAHS is committed to preparing students for life outside of High School.

- The school uses project based learning to reach that goal because “it reflects the way students will live their lives after graduation. Group work is highly emphasized and reflects the team-oriented environment of the workplace.” Graduation requirements which include development of a Life Plan and completion of a Senior Project as prime examples of this work.

AAHS’s current staffing levels account for all licensure areas required and address the school’s current student levels. It is relevant that the Cultural Liaison, tasked with supporting the EL learners and engaging families was vacated prior to the OW site visit. Given that the school has a handful of English learners, ensuring that position is staffed and those duties accounted for will be important.

There is evidence that the school’s stakeholders identify with the school’s mission. Site visit letters over the term of the contract have noted “Students feel that they are part of a community that values who they are and nurtures relationships among staff and students. (FY19)”

“Students demonstrate a strong relationship to the school and staff. They identify that their teachers keep trying and don’t give up on them. They feel encouraged and pushed to stretch themselves. They identify that the student culture is supportive and that AAHS is a good place to stay clean and sober.” (FY22) The school has been inconsistent with obtaining and reporting parent satisfaction data, failing to conduct a survey in at least two years of the current contract. The data in FY18 indicated a 67%-76% satisfaction with core elements of AAHS’s program. The school conducted a survey in FY21, however the data reported focused specifically on the education provided during distance learning.

1.2 Instruction & Assessment: Does the school implement instructional and assessment programming that focuses on student achievement?

Meets Standard

The school implements instructional and assessment programs focused on student achievement, with the following elements fully developed and functioning effectively:

- Instruction: Instructional leadership, instructional approach, implementation of evidence-based practices
- Curriculum: A broad, deep and rich curriculum, aligning curriculum to state standards
- Data: Formative assessments, data collection and analysis, remediation and acceleration practices
- Training: Professional development, teacher evaluation, observation, and feedback
- Equity: Equitable opportunities for all students, educational programming engages students in ways that are culturally and linguistically appropriate, responsive, and relevant

Approaches Standard

The school implements instructional and assessment programs focused on student achievement, with one or more of the above elements developing or in need of improvement.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

n.b. The only way to merit a ratio of “meets standard” is to also receive 50% or more of the possible points on the Academic Performance Evaluation.

Data sources: Annual report, site visit

Analysis:

Instruction. AAHS’s FY 21 Annual Report states that it “uses a combination of in-class, traditional teaching and project based learning for core subjects and electives. Project based learning is teacher designed and guided and student driven. Students are also able to design their own projects for approval by the school’s curriculum committee. The school has integrated project-based learning into the classroom.” While the school states that students are able to design their own projects for approval, OW evaluators did not observe evidence of this and interviews with staff and students did not lift up this opportunity. It is unclear if there are any projects that exist outside of the classroom. In the classroom, the use of project based learning is really in an effort to show mastery of skills. AAHS defines mastery as the demonstration of achievement of standards. All

courses implement standards based grading, with projects serving the role of the evaluation measure. Staff report that while the school has successfully implemented standards based grading across the school, not all courses have a standards-aligned curriculum. Observations and interviews demonstrate that many courses have achieved that (science and math specifically) but other classes still have work to do. Since the course curriculum is not always standards aligned, yet the course grading is standards based, the school runs the risk of assessing students on standards achievement when the standards being assessed have not be adequately addressed in the curriculum. It will be important for the school to move intentionally to provide the support and guidance necessary to ensure that all courses have standards aligned curriculum and standards based grading.

The Renewal Application states that: “AHA’s instructional design focuses on engaging students through authentic, project based learning and experiences while prioritizing accommodations. This community is over IDENTIFIED 40% Special Education, accommodations are essential to student learning needs and preparation for life after high school.” Accommodations include fewer, longer classes to reduce transition time and to maximize time for student support, focusing on real world readiness skills through the life plan and senior project, and creating credit opportunities that meet unique student needs. The school has taken advantage of Google Classroom and Modern Classroom to provide supports for students. Many lessons in most classes are pre-recorded in Modern Classroom, allowing students who are present for the material to use the recordings as additional support and providing students who are absent to access the material. Assignments are universal, regardless of whether a student is present or absent, and since the instructional support is available for viewing and reviewing as students need, students have additional ways to master the concepts.

Over the term of the contract, AAHS’s work to assess student needs and to change curriculum approaches to meet those needs has been noted by OW evaluators through site visit feedback. Particularly in response to the needs of distance learning, the school redesigned its curriculum to have the whole school work on essential questions, read a school-wide text, and incorporate social emotional learning in an intentional way. The acquisition and use of Modern Classroom takes advantage of the work done over the periods of distance learning to provide additional supports for students now that school is back in-person. The flexibility of the entire staff in realigning instruction to meet emerging needs during distance learning subsequent recovery period was noteworthy and impressive.

In a site visit letter from FY19, OW evaluators noted that, “there is inconsistency in understanding how the instructional program should be implemented, which indicates that there is a lack of instructional leadership that supports consistency and rigor. Though the creation of several committees was designed to create this, there is not enough understanding on the part of those on the committee to carry this forth. Who is ultimately responsible for the success of the instructional program? Who ensures that all teachers are effectively implementing the instructional program with fidelity and rigor? What supports are in place for teachers who may struggle?” While it is clear that the school has worked on addressing these concerns raised early on in the current contract, it is not clear that they have been completely addressed. In the Renewal Application the school notes that, “it became clear that the TPS committee and its subcommittees required more organizational oversight as well as efficiency.” The strategy has been to more clearly articulate the organizational structure and to define authority. The Jay Squad was developed to provide the organizational oversight for the work of the TPS Committee. In the Renewal Application the school states: “The TPS committee and its subcommittees are accountable and responsible for running all functions of the school. As such, the TPS committee and its subcommittees have all authority and autonomy to make decisions about the school’s curriculum, instructions, community expectations, and other policies.”

In interviews it was stated that tasks are delegated by the Jay Squad to the committees and every Monday the Jay Squad checks in to see if the tasks have been completed.

In February 2022 the school received a Notice of Concern that centered on a concern about the decision making evident in leadership's decision to continue to code an employee to special education despite advice from the Special Education Director that such coding was not appropriate given the experience and skill level of the staff person. The Notice of Concern goes on to state that "Being a teacher-led school requires that colleagues must make decisions about job duties and compensation that serves the best interest of the school, follows laws that govern schools, and appropriates financial resources in the public's best interest." Additionally in a site visit letter later that spring, it was noted that OW: "encourage[s] the TPS team to develop a structure that better supports the team to make hard decisions. Sometimes what is right for kids isn't popular. The team needs to be able to ensure that the school changes to meet the needs of students." Subsequently AAHS has taken a greater interest in ensuring that systems are in place for the Board to both understand and oversee the work of the Jay Squad to appropriately hold it accountable for desired outcomes. This is evidence that the school is working towards developing a more effective and accountable structure, but the development of this structure is so new it is unclear if it will fully address the needs identified in the Notice of Concern. The school must tackle these challenges head-on in any future contract period.

Curriculum. The school's administration of PBL has changed significantly over the term of the contract. At the start of the current contract, students were provided content-specific PBL classes in the core academic areas, in theory allowing for more robust products as the teacher would be within their main content area. However, this was phased out at the beginning of FY20 with a recognition that more structure was required for it to be successful. Instead, the focus was in developing engaging and rigorous curriculum that also incorporated project-based learning. Teacher-driven projects are created by an advisor or advisors based on state standards and these projects are assigned to students based on individual credit needs. Both student and teacher-driven projects involve the advisor guiding the student through each week of the project by setting weekly goals. As addressed earlier, the school should move intentionally to ensure that all course curriculum is standards aligned to ensure that students are not being assessed without proper exposure to the standards.

The staff have engaged in professional development in Modern Classroom, which has been well received by the instructional team. The program's research-backed instructional model is designed to respond to every student's needs by providing student access to content through teacher-created videos which allow students to control the pace of their own learning, progressing to the next lesson after they demonstrate mastery. Returning teachers have been able to take advantage of the material developed during distance learning to build up their instructional videos and create new content, and new staff are just beginning this work. The school intends to implement that more fully next year. Staff seem enthusiastic to move forward with this program.

Data. The school states in its Renewal Application: "Trends in student data (attendance, grades, credits earned, etc.) are reviewed and compared at twice monthly data meetings. The school's TPS committee and its sub committees define initiatives based on trends observed in student data and assess effectiveness of initiatives after implementation. The school, in collaboration with the school board, also tracks student data toward contractual academic goals in a dashboard designed to facilitate useful analysis of real-time (updated quarterly) academic measure data." In board observations conducted by OW, review of data related to the school's contractual goals is thorough and the Board has developed a monitoring dashboard to help in the oversight.

Training. All 12 TPS staff members complete a peer evaluation of all other TPS members (so each TPS receives 11 peer evaluations throughout the year). These evaluations reflect job performance as it relates to the TPS Committee. Additionally, the school contracts with an outside consultant to provide classroom observations, evaluation and to develop improvement goals with the teaching staff. All teaching staff receive at least one/year. These two levels of evaluation are paired with any relevant data that the school receives from parents and students about a staff's effectiveness to compile a staff's performance evaluation. The Jay Squad then meets individually with each employee to review all the data. In interviews at the site visit, the school shared that their contracted evaluator retired last year and they are currently searching for a replacement to conduct FY23 evaluations. The school is also consulting with advocates from the Regional Centers of Excellence and Julie Peterson (previous employee and TPS member) who has been contracted to research and offer alternatives to consultants who are no longer available.

If a staff member's final evaluation report indicates a need for improvement, the staff is put on a performance improvement plan with specific goals to address for the following year. These goals are considered when evaluating the staff moving forward. Staff that do not make adequate progress toward PIP goals may not be offered work agreements moving forward.

Equity. AAHS's classes and experiences align with cross-curricular themes. Over the term of the contact, they shifted from setting themes for the school year to changing them each quarter. This allows for the themes to be responsive to the students' experiences (for example, following the murder of George Floyd). The goal of themes is to have students looking at the same topics and problems from different perspectives in their respective classes. An example provided by the school is "invasion." For this theme, students learned and completed projects about invasive species in life science classes, the history of important invasions or wars in social studies classes, the physics of warfare in physics classes, etc. In class field trips, students interact with the community in experiences that align with the theme. An example of a past experience for the 'invasion' theme was a visit to the Somali Museum of Minnesota where students learned about and discussed issues regarding immigration in the modern world.

During the distance learning period following the onset of the Covid-19 epidemic, the school began to engage in the use of school-wide reads featuring texts that reflect a variety of Black, Indigenous, and authors of color and addressed racial equity. In FY21, both virtual site visits were full of interviews with staff discussing the impact of these all school book studies and engagement of students and staff together on challenging social topics. When discussing the instruction and engagement around *Punching the Air*, a book focusing on a wrongfully incarcerated black youth, one staff member stated they had, "...grown more this year professionally as a teacher than I have in my whole career because of the time we have spent in meetings working together as a team on these topics...conversations that we wouldn't all have otherwise." Students interviewed at that same visit commented that they "actually finished a book for the first time in two years" and that the assignment to write connections about yourself to the book was "eye opening and grounding."

In the FY22 Annual Report the school states, "The school does not provide equitable access to diverse teachers. All licensed educators are white. White students account for approximately half of the student population at any given time . . . Non white students at AHA do not see representation in the school by licensed educators who look like them." It goes on to state, "A person's race and ethnicity shapes their experiences and worldview. These perspectives are invaluable for building relationships with students, framing content in classes, and leading in a TPS school."

The school reports that it has been active in providing anti-bias / anti-racism training at a staff level and that all staff (licensed and non-licensed) have participated in these trainings. School leadership report that they did see a divide develop between the non-licensed and licensed staff related to power dynamics and that the school is working to address these. It is worth noting that currently there is no non-licensed staff representation on the Jay Squad, and given the crucial role that non-licensed staff play at the school, it may be important for the school to provide a pathway for such representation.

Student interviews reflect a mixed reaction to the question about identity affirmation. While students do acknowledge structural responses (non-gender bathrooms for example) they do feel that the commitment to equity is emergent in practice. Part of this response may be generated by students not seeing the result of restorative justice work with students that disrupted the community. Students expressed a belief that student behavior that targets a student's identity is not addressed. While it is understandable that students who are not part of the issue would not know the specific consequences, it may be important for the school to determine how the community can be made whole, understanding that behavior transgressions reverberate far beyond the identified target. AAHS should consider how its implementation of restorative justice impacts the broader school community.

Overall, the school's commitment to equity is clearly articulated by staff across the board. There is also some evidence of implementation of this commitment in the themes and school-wide texts incorporated into the curriculum.

1.3 Educational Requirements: Does the school comply with applicable educational requirements?

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to:

- School calendar meets state requirements.
- Graduation requirements meet state standards.
- School administers state assessments as required.
- Evidence suggests the school complies with requirements of Title or federal and state programs.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: MDE report, annual report, school submissions to Epicenter, site visits, MDE Title reviews and school corrective action plans

Analysis:

According to the school's 2022-2023 calendar submitted to OW and the schedule on the website, AAHS has school for 186 days (assuming that students are in school during the MAAP Conference). A full school day consists of 5.75 hours of instructional day (including Advisory), and the Wednesday half days provide for 3.17 hours of instructional time (including Advisory). There are 37 Wednesdays when students are in school, so altogether students are receiving 974.04

instructional hours over the course of the year. The state requires that students in grades 7-12 receive 1,020 hours of instruction.

In its response to this evaluation, AAHS stated:

The school's Wednesday schedule is designed to be counted as 4.67 instructional hours, not 3.17. Shorted scheduled classes in the morning allow for a flexible schedule in the afternoon to work with students needing extra help and accommodate student clubs. As all curriculum is designed for completion online and is available in Google Classroom, students are able to work virtually to finish classwork if they leave after lunch. Students are able to stay in the building until 2:30, if needed, to get help from teachers. The school designed this blended model in reference to MDE's FY23 guidance for blended learning and had the understanding that this model complies with this guidance. Students are required to be out of the building by 2:00 to accommodate weekly all-staff meetings.

However, this response indicates the school is currently in violation of state statute and regulations regarding blended learning as well as Exhibit D of its contract.

The guidance issued by MDE regarding online and blended learning for the 2022-23 school year states, "...all school districts and charter schools must notify the Minnesota Department of Education (MDE) of its intent to provide blended learning or online learning options..." and "Districts and charter schools must provide notice to MDE prior to the first day of instruction and attest that their blended instructional model complies with the Blended Learning Statutes and Recommended Elements and Best Practices." Further, Appendix A of MDE guidance states that the school must do the following, "Communicate with the board, community, parents and students that you will be offering a blended learning option during the 2022-23 school year. *Charter schools require authorizer approval and potentially an update to their contract.*"

In addition, the school was notified via email by Osprey Wilds on August 1, 2022 of the requirement to update its contract prior to implementing an online or blended learning program:

You must also notify Osprey Wilds if you intend to provide online or blended learning this school year by replying to this email...Please note, this may require a contract revision to update Exhibit D, Description of Educational Program, if this is not already included in your contract.

The school was notified on November 30, 2022 that it must notify MDE of the school's blended learning option and work with Osprey Wilds to revise the charter contract immediately.

Students at AAHS are required to complete 86 credits which through the Senior Project and Life Plan credit areas, and through both Class and Independent Projects. The requirements are consistent with statute.

Evidence suggests that the school complies with state assessments as shown by data submitted to OW and MDE.

The school receives Title I funding, and there is no evidence that the school does not comply with the requirements of the Title or federal and state programs.

1.4 Special Education: Does the school protect the rights of students with disabilities and implement a program that appropriately serves their needs?

Meets Standard

Consistent with the school's status and responsibilities as a Local Education Agency (LEA), the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:

- Identification and referral including evaluation of representation of groups (a Child Find screening is in place and the school adheres to this process)
- Operational compliance including the academic program, assessments, staffing and all other aspects of the school's program and responsibilities (school adheres to Special Education laws/IDEAS and CAPs)
- Discipline, including due process protections, manifestation determinations, and behavioral intervention plans
- Carrying out Individual Education Plans and Section 504 plans
- Access to the school's facility and program to students and parents in a lawful manner and consistent with students' abilities
- Accommodations on assessments
- Securing all applicable funding
- TSES manual submitted in Epicenter.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Site visits, annual reports, TSES manual, MDE compliance reviews

Analysis:

Review of the school's documents as well as interviews with special education staff and the school's special education director indicate that AAHS is effectively implementing their special education program with fidelity and fully supporting the needs of students identified with disabilities.

A particular effective program is the school's Transitions program which intentionally works on life skills acquisition for super seniors (students that have over four years of attendance and have not yet graduated) with identified disabilities who may not be able to attain the traditional credit load necessary to graduate. Students come in once a week, are expected to hold a part-time to a full time job, and work on earning credits in life skills. Students that successfully meet their life skill credits are able to graduate off of their individualized education program (IEP). The school supports students by providing transportation if needed. In the last year, the Transitions program had 22 students, and 21 of those graduated. It is significant that the school has demonstrated such strong success in meeting these unique student needs.

1.5 English Learners: Does the school protect the rights of English Learners (EL) and implement a program that appropriately serves their needs?

Meets Standard

Consistent with the school's status and responsibilities as a Local Education Agency (LEA), the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including Title III of the Elementary and Secondary Education Act [ESEA] and U.S.

Department of Education authorities) relating to English Learners (EL) requirements, including but not limited to:

- School has an English Learner Plan of Service.
- Evidence suggests the school complies with its EL plan of service and applicable requirements.
- Enrollment packet includes the Minnesota Language Survey (MNLS).

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Site visits, annual reports, Minnesota Language Survey, and EL plan of service

Analysis:

The school has an EL plan of service that describes services that are not currently being provided, as well as staffing that does not currently exist. In the school’s renewal evaluation from FY18, the Operations Evaluation noted: “AAHS is not currently implementing a program that appropriately serves the needs of English Learners... The school provided individualized teaching time with trained paraprofessionals and digital equipment for guided reading and writing. Additionally, the school provided these students with iPads with speech-to-text apps and supplementary recorded readings to support learning...AAHS submitted an EL Plan of Service; the plan is not consistent with the school’s approach to serving English learners. For example, the plan references EL teachers and sheltered instruction, neither of which is evident at the school.” While there may be slight differences in the details, this is essentially the case at present. The EL plan of service has not changed, and the school’s strategy of support is no more robust or aligned with the plan of service than it was at the time of the last renewal.

While AAHS has a small number of English learners (hovering around 4/year), the school is required to have an English Language Learner Plan of service and provide EL programming upon the enrollment of an EL student that is consistent with that plan. In the school’s renewal evaluation from FY18, the school was “encouraged to look for additional resources and training so that EL students are provided the most appropriate services for their needs.” Further, in the school’s Performance Improvement Plan (Exhibit S) the school was required to: “Provide a description of the school’s plan to serve English learners.” The school stated that it would submit a revised plan for service to EL students no later than August 15, 2018 and will include at least two additional resources for learning opportunities relative to EL programming and instruction.” There is no evidence that this expectation was completed.

1.6 Parent & Student Satisfaction: Are parents and students satisfied with the school’s educational program?

Meets Standard

Parent and students satisfaction data consistently documents a high degree of satisfaction with the school’s educational program.

- Administers both parent and student satisfaction surveys.
- Evidence suggests there is a high degree of parents and students satisfied with the academic program of the school.

Approaches Standard

Parent and students satisfaction data documents a moderate and/or inconsistent degree of satisfaction with the school’s educational program.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Site visits, annual reports, survey data

Analysis:

Over the term of the contract the school has made inconsistent efforts to survey parents and inconsistent efforts to survey students. According to the school’s renewal application, the school administers parent surveys continually, but has a very low response rate, typically between 15-20% of parents responding. The school reports that it primarily relies on parent feedback through interactions with staff which are more consistent and are used to inform committee decisions in all areas. For the 2021-2022 school year, the school administered a fall and winter parent survey, receiving 57 responses from the fall survey and 46 responses from another in the winter. While in prior years of the contract term, the surveys focused on general satisfaction, the 2021-22 school year surveys focused on issues related to Covid-19 restrictions and distance learning. The majority of parents (83% of respondents) answered the question “In general, how satisfied are you with your child’s education during distance learning due to COVID-19” with a response of Satisfied (24/71) or Very Satisfied (35/71). The school reported the same data in the FY22 annual report, so it is unclear if any new surveys were conducted.

Student surveys are not reported in the FY21 or FY22 Annual reports, though student surveys were conducted and reported on in the 2019-2020 school year. In the 2019-2020 school year a formal parent survey was not conducted, although parent feedback on the initial switch to Distance Learning was gathered and parent testimonials were collected. In the student responses that were reported, 100% of respondents indicated that staff are welcoming and supportive of students, with 87% of respondents indicating they feel safe emotionally at school, and 83% of students indicating they feel physically safe at school.

The school has struggled to survey parents and students in a consistent and effective manner. In any future contract term, the school must make a plan to consistently administer and report on both parent and student surveys in accordance with MN §124B.11 subd. 7. Due to the low parent response rate, the school should consider giving fewer parent surveys and being clearer about the types and purposes of different parent feedback (i.e. surveys versus parent feedback in meetings with staff).

Operations Performance Indicator 2: Governance

2.1 Board Composition & Capacity: Does the school’s board demonstrate the capacity to effectively govern a successful charter school?

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract and school bylaws relating to school board composition and training, and the board demonstrates the capacity to govern an effective charter school, with the following elements fully developed and functioning effectively:

- Board complies with applicable laws and its own bylaws with respect to board composition.
- Board conducts required background checks of members.
- Board completes statutorily mandated training.
- Board elections are consistent with statute and bylaws.
- Meeting minutes document election of officers consistent with statute and bylaws.

Approaches Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the school board, however one or more of the above elements is developing or in need of improvement.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Annual report, school submission to Epicenter, board meeting minutes, Osprey Wilds site visits and board observations, school bylaws, board roster

Analysis:

Over the course of the contract the school has materially complied with applicable laws, rules, regulations, and provisions of the charter contract and school bylaws relating to school board composition. Board elections are held consistent with statute and bylaws at the school’s annual meeting in November.

The board has not consistently conducted required background checks of its members in accordance with Section 6.20 of its charter contract. Per the contract, “The School agrees to obtain background checks, at the School’s or the individual’s expense, whichever is allowed by Applicable Law, on all potential board members before such members are added to the School Board; the School shall certify to ACNW within ten (10) business days of receipt of such background check that the background check has been completed and whether or not the background check contained adverse information.”

The board roster indicates the board has a chair (i.e. president) and treasurer in accordance with statute (MN §317A.301), and a secretary (in accordance with Article V, Section 1 of the bylaws). In addition, Article V, Section 1 of the school’s bylaws state, “The officers of the Board shall be elected for one (1) year terms by the Board of Directors...” Over the contract period, OW evaluators were able to find evidence in board meeting minutes of only one officer election on January 19, 2021. The board must hold officer elections consistent with its board bylaws and document election outcomes in the meeting minutes.

As evidenced by the Annual Report, all board members have completed statutorily mandated initial training as required by MN §124E.07 subd. 7. However, in its response to this evaluation, the school stated:

The board has not conducted formal annual trainings outside of ad hoc trainings in monthly board meetings for several years. In prior years (2020) the board confirmed with the authorizer that annual trainings in board roles and responsibilities, finance, and employment are not required to be repeated annually. The initial board training of new members is the requirement defined in statute.

While it is true that initial training on the board's role and responsibilities, employment policies and practices, and financial management is not required to be repeated annually, charter school law does require annual training for all board members in MN §124E.07, subd. 7: "Every charter school board member shall attend annual training throughout the member's term." The board must ensure that all members receive annual training on topics relevant to the board and the school and that it is documented in the Annual Report.

n.b. The AAHS response references board member training in MN §123B.09, subd. 2. However, this statute is not applicable to charters as charter school boards are governed by MN §124E.07.

2.2 Board Decision-Making & Oversight: Is the board engaged in appropriate decision-making and oversight through effective and transparent board meetings?

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to board decision-making and oversight, with the following elements fully developed and functioning effectively:

- Meeting minutes are complete.
- Meetings are held consistent with Open Meeting Law
 - Meeting times and location are posted properly on the school website and/or onsite at the school, including for special or emergency meetings.
 - If meeting includes board member participation via interactive TV (e.g. Zoom), it is done so consistent with MN §13D.
 - A quorum is present when the board meeting is convened.
 - One set of board materials is available for public inspection.
 - If meeting is closed, it is done so in accordance with MN Stat. 13D: agenda and minutes show statutory authority to close the meeting, and minutes appropriately summarize actions taken during the closed meeting.
- The board monitors performance on the charter contract at least quarterly in areas of Academic, Environmental Education, Finance and Operations and other aspects of the contract.
- The board takes appropriate action to ensure the school's success based on its review of school performance.
- Required policies are in place and policies that must be approved or reviewed annually are addressed.
- The board reviews and approves or accepts key organizational documents (e.g. Annual Report, Financial Audit, Contract with Authorizer, and other Authorizer related documents).

~~The board ensures that the school's affiliated building company complies with all applicable legal requirements (if applicable).~~

Approaches Standard

The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to the board decision-making and oversight, however one or more of the above elements is developing or in need of improvement.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Board meeting minutes, Osprey Wilds board reviews and observations, and site visit interviews, director evaluation policy

Analysis:

AAHS board meeting minutes are well-organized and generally convey the business of the board, including any action taken by the board. They contain summary information about reports, cover key topics presented at the meeting, and are presented clearly. They could be improved by including enough detail and adequacy for a member of the public or OW evaluators to fully understand the board's deliberations and how board decisions were influenced by the content of the conversation.

The board generally complies with MN §13D, Open Meeting Law, and a review of board meeting minutes over the term of the contract indicate very few violations. However, the board closed its May, June, and July 2020 meetings in accordance with MN §13D.05, subd. 3(a), "...to evaluate the performance of an individual who is subject to its authority." While the meeting was closed properly, this section of statute also requires, "At its next open meeting, the public body shall summarize its conclusions regarding the evaluation." OW evaluators were unable to find evidence of this summary in AAHS board meeting minutes.

Board meeting minutes indicate the board consistently discusses the school's financial performance at board meetings. Minutes also indicate that the board monitors the school's progress toward its contractual academic goals at least twice / year and its contractual environmental education goals at least annually. (Minutes note that the board receives a "Student Data Report" at every meeting but the content of the report is mixed – sometimes it allows board members to monitor the school's progress toward its contractual goals, and many of the updates in the minutes reviewed were related to how the data system was functioning rather than the actual student data.) OW evaluators were not able to find evidence in board meeting minutes that the board was monitoring its contractual Performance Improvement Plan (PIP) consistent with Exhibit S of the charter contract. As noted above, OW expects the board will monitor its progress toward meeting contractual academic and EE goals and PIP at least four times / year.

While the board did not meet this standard, over the course of the contract period many of the issues identified in the PIP have been resolved and the school effectively closed an intervention for academic performance (Notice of Concern – Level 1, consistent with Exhibit Q of the charter contract). This indicates that the board generally takes appropriate action to ensure the school's success based on its review of school performance. However, as noted in Section 1.5 above, the school has not revised its EL Plan of Service which was one of the required items in the school's current PIP.

OW reviewed the board policies on file and posted on the AAHS website. The school is missing three required policies:

- Electronic Funds Transfer Policy (MN §471.38 Subd. 3(a) / MN §124E.16 Subd. 1)
- Contributions and Fundraising Policy (OW Contract Section 6.13)
- Employee and Service Provider Background Check Policy (MN §123B.03 Subd. 1(e))

In its response to this evaluation, the school stated, “The policy review process for these policies will begin in the December 2022 board meeting making formal approval scheduled for the February 2023 board meeting.”

2.3 Management Accountability: Does the board hold management accountable for clear and measurable outcomes?

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to holding management accountable for reaching performance targets, including but not limited to:

- Board established qualification for persons holding leadership positions.
- Board established a formal evaluation process for Director/Lead Admin or EMO/CMO.
- Board implements a formal evaluation process for Director/Lead Admin or EMO/CMO.
- School leader evaluation process evaluates performance in relation to OW contractual goals and expectations.
- Board engages in periodic review of school leader throughout the school year (at least four times / year).

Approaches Standard

The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to management accountability, however one or more of the above elements is developing or in need of improvement.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Board meeting minutes, Osprey Wilds board review and observations, and Osprey Wilds site visit interviews

Analysis:

During the 2018-19 school year (the first year of this contract period), the school developed a system for evaluating its unique leadership model. Because it is teacher-powered and is not led by one director, the AAHS board evaluates the Teacher Powered School (TPS) Committee. The board has conducted this evaluation in each year of the contract period.

Beginning in FY23, the AAHS board added TPS evaluation as a standing agenda item. In its renewal evaluation, the school stated the goal is, “...to allow for a more robust and collaborative evaluation process (completing a comprehensive reflection of the entire year at the end of a school year proved to be increasingly difficult for school leadership especially after the prolonged myriad

challenges of the COVID-19 pandemic) and to give the board better real-time insights into challenges, successes, and opportunities facing the TPS committee.”

Operations Indicator 3: School Environment

3.1 Facilities & Transportation: Do the school’s facilities and transportation practices effectively serve students?

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the school facilities, grounds and transportation, including but not limited to:

- Fire Inspections and Records are maintained.
- Certificate of occupancy is on file.
- School has a plan for transportation services.
- Evidence suggests the physical space is safe.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Site visits, annual report, lease aid application

Analysis:

The school received a fire inspection in accordance with the legal requirements (in the last 3 years), however the tags on the building fire extinguishers show that they were last serviced in 2019/2020.

The school must ensure the fire extinguishers are inspected and/or serviced before any future contract term.

3.2 Health & Safety: Is the school an effective steward of the health and safety of all students?

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to health and safety, including but not limited to:

- Crisis Management Policy is aligned to statute and applied.
- School complies with MDE food and nutrition program requirements.
- School has a plan for nursing services and dispensing pharmaceuticals.
- Evidence suggests parents/students perceive the school provides a safe learning environment.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Site visit, annual report, crisis management policy

Analysis:

In an audit at the end the 2018-2019 school year, MDE determined that the school’s Free and Reduced Lunch eligibility tracking system was inadequate. The school developed a committee to address this issue during the 2019-2020 school year. By the end of the 2019-2020 school year, the

school determined that the requirements for participation in the federal free and reduced lunch program was not viable for the school. The program would require a full-time staff to manage it properly. The number of students who qualify and use the program would save the school less than the cost of the dedicated staff required to run the program. The school developed a nutrition plan that does not access the federal free and reduced lunch program and now contracts with an external provider, Done Right Foods for food service.

The school has clearly articulated protocols and procedures for nursing and dispensing pharmaceuticals. For administering medications, families complete an Authorization for Self-Administration of Medications in the School Setting Form if medications are required while in school. The school's nursing consultant provides annual training. Two staff are trained to administer student medications which are stored and labeled in a secure and locked location in the school.

Evidence from site visits, interviews, and annual reports indicates that students and parents perceive the school provides a safe learning environment.

Operations Performance Indicator 4: Student Rights

4.1 Admissions & Enrollment: Does the school implement open, impartial and transparent admissions and enrollment practices?

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the admission and enrollment rights of students, including but not limited to policies and practices related to admissions, lottery, waiting lists, fair and open recruitment.

Lottery policy is in alignment with applicable laws and implemented with fidelity.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Lottery policy, school website

Analysis:

In practice, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the admission and enrollment rights of students. However, the school's admissions policies (including enrollment and lottery) are non-compliant with statute:

- The school's policy needs to state that students are considered enrolled until they formally withdraw or are expelled under the Pupil Fair Dismissal Act.
- There is a reference to MN State Statute 124D.10 in the second to last page which should be updated to 124E.

The school will be required to make these revisions to its policy prior to any future contract period.

4.2 Due Process & Privacy: Does the school honor due process and privacy for all students?

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the due process, privacy, and civil rights of students, including but not limited to:

- Transfer of student records
- Evidence indicates the school implements equitable discipline practices and due process protections in compliance with the Pupil Fair Dismissal Act.
- Evidence suggests school complies with laws prohibiting religious instruction.
- Evidence suggests school complies with Family Educational Rights and Privacy Act of 1974 (FERPA), laws related to student records and privacy.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: School policy, student & family handbook, annual charter school assurance, lease aid application

Analysis:

The school substantially honors due process and privacy for all students. AAHS provides its policies on its website, including student discipline, bullying prohibition, protection and privacy of pupil records, and several non-discrimination policies.

Operations Indicator 5: Personnel Practices

5.1 Licensure: Is the school's staff appropriately licensed?

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to appropriate licensure of school staff.

School staff is appropriately licensed.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Annual report, STAR report, requests for special permissions

Analysis:

There were several discrepancies noted between the schools FY22 Annual Report and licenses found using MDE's License Lookup. Before any future term of the contract, the school should revise typos and/or clarify roles of the following staff:

- It appears Stephanie Bade's license number is 497509 rather than 996502 which the school reported in the FY22 Annual Report.
- It appears that Danyelle Bennett's license expired on 6/30/2022.
- The license number provided for David Gunderman is incorrect, it should be 497244.
- It appears Julie Peterson's license number is 499627, not 997261.

In its response to this evaluation, the school stated, "Danyelle Bennett is currently waiting for PELSB to approve her teacher's license renewal," although it did not submit record of license renewal documentation as requested by OW.

5.2 Staff Retention: Does the school retain staff at a level that is conducive to operating a successful school?

Meets Standard

The school demonstrates stability in instructional and non-instructional staffing that is conducive to operating a successful school. This is evidenced by reasonable staff turnover rates.

80% retention ratio or system that is designed to negate negative effects of high turnover as evidenced by positive academic outcomes

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: annual report, STAR report

Analysis:

3 of 9 licensed teachers were not returning from 20-21 to 21-22, with a retention rate of 66%. It should be noted that out of 25 total staff reported in the FY22 Annual Report, 14 of them were not returning, which is over half of the total staff. As the school continues to grow and rebuild from the

disruptions of the pandemic, the school may examine the needs and supports for paraprofessionals in particular.

The retention rates for licensed teachers over the term of the contract are: 89% (FY19), 100% (FY20), 78% (FY21), and 67% (FY22). The average teacher retention rate for the term of the contract is 83.5%.

A point of clarification for the school: the years reported in the staffing section of the Annual Reports for FY21 and FY22 are the same, although some other content in the tables changes. The data reported is unclear and confusing, and should be updated to reflect the correct information for the FY22 school year. In particular, the Teacher Retention section of the FY22 Annual report is very confusing stating both that there was 100% retention (data copied from the FY21 report) and also that 14% of staff were not returning from 2020-2022, which seems to be a typo.

5.3 Employment Practices: Does the school engage in appropriate and equitable hiring, evaluation and termination practices?

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment including transparent hiring, evaluation and dismissal policies and practices, including but not limited to:

- Evidence suggests the school has open and fair hiring practices based on clear job descriptions.
- The school has clear employment and evaluation policies outlined in the employee / staff handbook.
- Evidence suggests the school follows the evaluation and termination processes and policies outlined in its employee / staff handbook.
- The school conducts appropriate background checks on staff and volunteers.
- The school disseminates a clear staff handbook.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Staff/ employee handbook, staff interviews, background check reviews

Analysis:

Non-discrimination information is included in the Employee Handbook, but Osprey Wilds staff did not find any statements or information regarding AAHS commitment to non-discrimination in the job descriptions or on the school's website. The school may consider adding simple language to that effect for potential candidates. In addition, the job description for the Admin Manager position that the school submitted to Osprey Wilds is notably less structured and clear than other roles outlined in job descriptions. If that is a document that the school publishes or distributes, the school might consider revising the contents of the document for clarity and comprehensiveness.

The school disseminates a staff handbook; however, including active revisions in the document distributed to staff may cause confusion regarding established expectations versus draft revisions to which staff may not be held accountable. Osprey Wilds could find no evidence that the school has

not followed its termination processes and policies, and evidence suggests that the school follows its teacher evaluation process.

The school is in process of bringing staff, volunteer, and board member background checks into full compliance in accordance with feedback from Osprey Wilds. As of the date of this evaluation, the school was still waiting for two to be returned from the BCA.

In addition, the school is required to have a policy regarding background checks, and is also required to notify parents and guardians annually regarding the policy. Specifically, MN §123B.03 Subd. 1(e) states: “At the beginning of each school year or when a student enrolls, a school hiring authority must notify parents and guardians about the school hiring authority’s policy requiring a criminal history background check on employees and other individuals who provide services to the school, and identify those positions subject to a background check and the extent of the hiring authority’s discretion in requiring a background check.” The policy should identify all employees, board members, and volunteers at the school who are subject to a background check as well as the procedures for obtaining background check information, how the school will use the data, and how the school will dispose of data collected. The school may use the student handbook or similar communication as the vehicle for the annual notification.

AAHS does not currently have a background check policy in place. Prior to any future contract period, the school will be required to develop and adopt the required policy as soon as possible, no later than June 30, 2023, and provide notification to families upon validation and every school year thereafter.

Operations Performance Indicator 6: Compliance & Reporting

6.1 Charter School Annual Reports: Does the school comply with statutory and contractual requirements regarding annual reports?

Meets Standard

The school complies with applicable laws, rules, regulations, and provisions of the charter contract relating to charter school annual reports, including but not limited to:

- Statutory and contractual requirements
- Report submitted to Osprey Wilds by deadline
- Posted to school website and distributed to stakeholders
- World's Best Workforce reporting requirements

Approaches Standard

The school complies with applicable laws, rules, regulations, and provisions of the charter contract relating to charter school annual reports, but only after the school makes revisions in response to compliance feedback.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Annual reports

Analysis:

The school's FY19 Annual Report was brought into compliance after revisions, and was submitted after the deadline. In several of the reports, the school did not complete both a parent and student survey in accordance with the World's Best Workforce reporting requirements.

6.2 Insurance: Does the school secure and maintain insurance coverages required by statute and the charter contract?

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to insurance coverages, including but not limited to:

- Workers' compensation insurance
- Insurance covering all of the School's real and personal property, whether owned or leased
- Insurance required by MN §124E.09 and MN §466.04, including 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
 - Personal injury of one and a half million dollars (\$1,500,000) per occurrence
 - Three million dollars (\$3,000,000) per occurrence for the release or threatened release of a hazardous substance
- 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
- Employee dishonesty insurance of one hundred thousand dollars (\$100,000)
- Providing Osprey Wilds in a timely fashion with certificate of coverage that includes Osprey Wilds as certificate holder

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Certificate of Liability Insurance (Acord Form)

Analysis:

The school's 21-22 Certificate of Liability Insurance indicates that the school has no worker's compensation coverage or officer and employee errors and omissions/professional liability coverage. The school will be required to procure this coverage prior to any future contract period.

6.3 Authorizer & State Compliance: Does the school comply with authorizer and state deadlines and compliance requirements?

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant compliance and reporting requirements to the authorizer, state education agency, and federal authorities, including but not limited to:

- Evidence suggests the school completes state reporting on time.
- School website meets statutory requirements.
- Minimum 80% on-time percentages in Epicenter
- Evidence suggests the school fulfills requirements related to TRA and PERA

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Data sources: Epicenter on-time and accuracy rates, MDE communications, TRA/PERA, school website

Analysis:

As of the date of this evaluation the school's website is compliant with statutory requirements. If the school has a Wellness Policy, please post to the website or point Osprey Wilds to where the policy is posted.

Over the term of the contract, the school's on-time rate for Epicenter was persistently low; in fact it never reached 80%, which is OW's contractual expectation (as noted above). The average on-time rate for the term of the contract is 43%. The school's on-time rates were as follows: 52% (FY19), 58% (FY20), 65% (FY21), and 20% (FY22).

Evidence suggests the school historically completes state reporting on time and fulfills requirements related to TRA and PERA.

Revise the 2022-23 school calendar to align with the statutorily required number of instructional hours for students in Grades 9-12. Resubmit to OW and disseminate to staff and families.

AHA! Response: The school’s Wednesday schedule is designed to be counted as 4.67 instructional hours, not 3.17. Shorted scheduled classes in the morning allow for a flexible schedule in the afternoon to work with students needing extra help and accommodate student clubs. As all curriculum is designed for completion online and is available in Google Classroom, students are able to work virtually to finish classwork if they leave after lunch. Students are able to stay in the building until 2:30, if needed, to get help from teachers. The school designed this blended model in reference to [MDE’s FY23 guidance for blended learning](#) and had the understanding that this model complies with this guidance. Students are required to be out of the building by 2:00 to accommodate weekly all-staff meetings. The way the school calculates this is the standard number of instructional hours (5.75) less the 65 minutes (1.08 hours) budgeted to accommodate time for all staff meetings (5.75 - 1.08 = 4.67). This is a difference of 4.67 - 3.17 = 1.5. Multiplying by the 37 Wednesdays on the approved FY23 calendar, this is a total yearly difference of $37 * 1.5 = 55.5$ additional hours than compared to the calculation referenced in the evaluation. The school plans for ~10 hours more than required (~1030).

Note: a change to the school calendar was approved at the November meeting. The TPS retreat originally scheduled for the 2-3 of february was changed to the 9-10 of february to allow staff to attend the MAAP conference. Students WILL have school on Feb 2-3 and NOT on Feb 9-10. This will not affect total number of hours/days.

Provide Osprey Wilds evidence the school has obtained background checks on all current board members and whether or not the background check contained adverse information.

AHA! Response:

All, but 2, background checks have been emailed to Emily at Osprey.

Please provide evidence the board completed statutorily mandated training annual training during the 2020-21 and 2021-22 school years. The FY21 and FY22 Annual Reports, where this information is typically reported, include information from FY20 (which are identical to the FY20 Annual Report).

AHA! Response: The school board conducts required initial training of board members as per statute [123B.09 Subd. 2](#). New board members conduct the following training courses through accounts in mncharterboard.com:

Board Roles and Responsibilities: 5 Courses

- **Adopt a WBWF Strategic Plan**
- **Approve and Publish a WBWF Annual Report**
- **Create a Board development Plan**
- **Follow Open Meeting Law**
- **Take Minutes**

Financial Management Courses: 5 courses

- **Adopt A Budget**
- **Conduct Financial Oversight 1-3 (Pupil units, fund balance, Cash Flow)**
- **Follow Rules for use of public funds**

Employment Policies and Practices Courses: 3 Courses

- **Develop and use Policies**
- **Evaluate the School Leader**
- **Prevent Conflicts of Interest**

The board has not conducted formal annual trainings outside of ad hoc trainings in monthly board meetings for several years. In prior years (2020) the board confirmed with the authorizer that annual trainings in board roles and responsibilities, finance, and employment are not required to be repeated annually. The initial board training of new members is the requirement defined in statute. If this has changed the school board would like to work with the authorizer to make sure its policies are accurate and up to date.

OW reviewed the board policies on file and posted on the AAHS website. The school is missing two required policies:

- **Electronic Funds Transfer Policy (MN §471.38 Subd. 3(a) / MN §124E.16 Subd. 1)**
- **Contributions and Fundraising Policy (OW Contract Section 6.13)**

Please submit these policies to OW if the school has them on file and post them on the school's website. If the school does not have these policies in place, the board should develop a plan to draft and adopt the required policies as soon as possible.

AHA! Response: We do not currently have these policies in place. The leadership team and school board will draft these policies and approve them as soon as possible. The policy review process for these policies will begin in the December 2022 board meeting making formal approval scheduled for the February 2023 board meeting.

Submit to OW record of license renewals for Danyelle Bennett and Sophie Fischer. Further, the school should submit a record of a license for Jacqueline Ozuna if she is serving as a Special Education teacher.

AHA! Response:

Jacqueline's last name changed to Marcell.
<https://public.education.mn.gov/LicenseLookup/educator>

Sophie Fischer is no longer employed at Academic Arts as of June, 2022.

Danyelle Bennett is currently waiting for PELSB to approve her teacher's license renewal


Provide Osprey Wilds evidence the school has obtained a criminal history background check from the Bureau of Criminal Apprehension on all employees, volunteers, board members, and any contractors who have contact with students.

Submit the school's background check policy to OW if the school has them on file and inform Osprey Wilds staff where the school notifies families about the background check policy. If the school does not have this policy in place, the board should develop a plan to draft and adopt the required policies as soon as possible, no later than June 30, 2023, and provide notification to families upon validation and every school year thereafter.

AHA! Response:

Submit to OW the school's current Certificate of Liability Insurance (Acord Form).

AHA! Response: Link to PDF of policy attached below:

 *ACORD Form 20221121-165717.pdf*

Academic Arts High School

Indicator 1: Mission Related Outcomes

Measure 1.1 Performance Data:

Student Commitment to school's mission

Academic Arts High School	Number of Students able to identify a trusted adult and at least one positive friend	Number of students who participated in the survey	Percentage of students able to identify a trusted adult and at least one positive friend
FY19	64	79	81.0%
FY20	82	96	85.4%
FY21	53	93	57.0%
FY22	86	119	72.3%
Aggregate	285	387	73.6%

Data Source: Data provided to OW by school

Measure 1.2 Performance Data:

Student Retention

Academic Arts High School	Number of continuing students enrolled from spring to October 1 of next school year	Total number of non-graduating students enrolled in Spring	Percentage of continuing students enrolled from spring to October 1 of next school year
FY18 (October 2018 data)	54	74	73.0%
FY19 (October 2019 data)	51	68	75.0%
FY20 (October 2020 data)	65	83	78.3%
FY21 (October 2021 data)	49	69	71.0%
FY22 (October 2022 data)	60	68	88.2%
Aggregate	279	362	77.1%

Data Source: Data provided to OW by school

Indicator 3: Reading Growth

Measure 3.1 Performance Data:

NWEA MAP-Reading – Growth Index Point Calculation*

NWEA Growth Goals (Growth goals for 11th and 12th graders calculated with AAHS NWEA Data Analysis Guidelines)	Below 60% of Target	60-79.9% of Target	80-99.9% of Target	100%-120% of Target	Over 120% of Target	Sum
	FY18	20	1	0	9	18
FY19	14	2	5	12	15	33.75
FY21	16	0	0	1	5	7.25
FY22	7	0	0	4	9	15.25
		FY18	FY19	FY21	FY22	Aggregate
Total Points Earned		31.75	33.75	7.25	15.25	88
Total Number of Students (Points Possible)		48	48	22	20	138
Percent of Points Achieved		66.1%	70.3%	33.0%	76.3%	63.8%

Source: Requested data provided to OW by school

Measure 3.2 Performance Data:

EasyCBM, Newslea

Academic Arts High School	Number of Students who show growth in reading and language comprehension skills using quarterly reading probes	Number of students enrolled	Percentage of Students who show growth in reading and language comprehension skills using quarterly reading probes
FY18	0	0	0.0%

FY19	24	86	27.9%
FY20	29	48	60.4%
FY21	32	53	60.4%
FY22	24	33	72.7%
Aggregate	109	220	49.5%

Data Source: Data provided to OW by school

Indicator 4: Math Growth

Measure 4.1 Performance Data:

NWEA MAP-Math – Growth Index Point Calculation

NWEA Growth Goals (Growth goals for 11th and 12th graders calculated with AAHS NWEA Data Analysis Guidelines)		Below 60% of Target	60-79.9% of Target	80-99.9% of Target	100%-120% of Target	Over 120% of Target	Sum
	FY18	19	1	4	5	17	28.5
	FY19	21	1	1	9	16	29.75
	FY21	16	1	0	1	7	10
	FY22	15	2	0	3	7	12.25
			FY18	FY19	FY21	FY22	Aggregate
Total Points Earned			28.5	29.75	10	12.25	80.5
Total Number of Students (Points Possible)			46	48	25	27	146
Percent of Points Achieved			62.0%	62.0%	40.0%	45.4%	55.1%

Source: Requested data provided to OW by school

Measure 4.2 Performance Data:

School developed math probe

Academic Arts High	Number of Students	Number of students	Percentage of
FY18	0	0	0.0%
FY19	37	53	69.8%
FY20	30	48	62.5%
FY21	29	41	70.7%
FY22	21	26	80.8%
Aggregate	117	168	69.6%

Data Source: Data provided to OW by school

Indicator 5: Reading Proficiency

Measures 5.1 Performance Data:

Reading: All State Accountability Tests – All Students (Enrolled October 1, Grade 10)

Academic Arts High	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency
Baseline (FY13-17)						44.3%
FY18	1	4	3	4	12	54.2%
FY19*	3	11	6	12	32	53.1%
FY22	3	3	2	6	14	50.0%
Aggregate (FY18-20)	7	18	11	22	58	52.6%

Data Source: Data provided to OW by school

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency
FY18	13,435	21,592	11,787	10,731	57,545	71.1%
FY19*	13,933	22,937	12,682	10,765	60,317	71.6%
FY22	10,357	20,193	12,290	11,985	54,825	66.9%
Aggregate	37,725	64,722	36,759	33,481	172,687	70.0%

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for FY19 is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1, as previous years data are measured. OW has filed a public data request for the October 1 data, and will update when it is received.

Indicator 6: Math Proficiency

Measures 6.1 Performance Data:

Math: All State Accountability Tests – All Students (Enrolled October 1, Grade 11)

Academic Arts High	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency
Baseline (FY12-17)						7.9%
FY18	0	1	2	10	13	15.4%
FY19*	0	1	3	21	25	10.0%
FY22	*	*	*	*	*	0.0%
Aggregate (FY18-20)	*	*	*	*	*	9.4%

Data Source: Data provided to OW by school

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency
FY18	9,759	16,587	11,514	15,502	53,362	60.2%
FY19*	9,140	15,359	11,978	17,486	53,963	56.5%
FY22	5,121	10,918	9,955	17,330	43,324	48.5%
Aggregate	24,020	42,864	33,447	50,318	150,649	55.5%

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for FY19 is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1, as previous years data are measured. OW has filed a public data request for the October 1 data, and will update when it is received.

Indicator 7: Science Proficiency

Measures 7.1 Performance Data:

Science: All State Accountability Tests – All Students (Enrolled October 1, Grade HS)

Academic Arts High	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency
Baseline (FY15-17)						44.0%
FY18	0	2	2	11	15	20.0%
FY19*	1	6	7	23	37	28.4%
FY22	0	0	9	1	10	45.0%
Aggregate (FY18-20)	1	8	18	35	62	29.0%

Data Source: Data provided to OW by school

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency
FY18	8,431	18,319	12,079	10,926	49,755	65.9%
FY19*	9,422	22,788	12,890	14,159	59,259	65.2%
FY22	6,783	17,266	13,184	15,545	52,778	58.1%
Aggregate	24,636	58,373	38,153	40,630	161,792	63.1%

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for FY19 is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1, as previous years data are measured. OW has filed a public data request for the October 1 data, and will update when it is received.

Measure 7.2 Performance Data:

Lab reports

Academic Arts High School	Number of student-produced lab reports earning at least 80%	Total number of student-produced lab reports	Percentage of student-produced lab reports earning at least 80%
FY19	68	97	70.1%
FY20	42	57	73.7%
FY21	41	49	83.7%
FY22	27	32	84.4%
Aggregate	178	235	75.7%

Data Source: Data provided to OW by school

Indicator 8: Proficiency or Growth in Other Curricular Areas or Educational Program

Measure 8.1 Performance Data:

NWEA MAP-Language Usage – Growth Index Point Calculation

NWEA Growth Goals (Growth goals for 11th and 12th graders calculated with AAHS NWEA Data Analysis Guidelines)	Below 60% of Target	60-79.9% of Target	80-99.9% of Target	100%-120% of Target	Over 120% of Target	Sum
FY18	17	0	1	9	21	35.75
FY19	16	1	0	13	21	39.5
FY21	7	0	0	2	13	18.25
FY22	12	0	0	6	10	18.5
		FY18	FY19	FY21	FY22	Aggregate
Total Points Earned		35.75	39.5	18.25	18.5	112
Total Number of Students (Points Possible)		48	51	22	28	149
Percent of Points Achieved		74.5%	77.5%	83.0%	66.1%	75.2%

Source: Requested data provided to OW by school

Measure 8.2 Performance Data:

Presentations

Academic Arts High School	Number of students earning at least 80% as measured by presentation rubric	Total number of students expected to do a presentation	Percentage of students earning at least 80% as measured by presentation rubric
FY19	66	86	76.7%
FY20	71	159	44.7%
FY21	84	96	87.5%
FY22	82	88	93.2%
Aggregate (FY18-20)	303	429	70.6%

Data Source: Data provided to OW by school

Measure 8.3 Performance Data:

Overnight experiences

Academic Arts High School	Number of students documenting learning and personal growth through pre and post experience journaling.	Total number of students attending overnight experiences	Percentage of students documenting learning and personal growth through pre and post experience journaling.
FY19	38	41	92.7%
FY20	16	20	80.0%
FY21*			
FY22*			
Aggregate (FY18-20)	54	61	88.5%

Data Source: Data provided to OW by school

*No overnight trips held due to COVID restrictions

Indicator 9: Post-Secondary Readiness

Measure 9.1 Performance Data:

4-Year Graduation Rate (MDE reported)

Academic Arts High School	Graduated Count	Continuing	Dropped Out	Unkownn	Total Count	Percent Graduated
FY18	14	8	4	1	27	51.9%
FY19	9	12	3	4	28	32.1%
FY20	16	15	3	1	35	45.7%
FY21	15	12	2	2	31	48.4%
FY22						
Aggregate	54	47	12	8	121	44.6%

5-Year Graduation Rate (MDE reported)

Academic Arts High School	Graduated Count	Continuing	Dropped Out	Unknown	Total Count	Percent Graduated
FY18	16	3	19	3	41	39.0%
FY19	17	1	6	3	27	63.0%
FY20	18	4	3	4	29	62.1%
FY21	25	6	3	2	36	69.4%
FY22						
Aggregate	76	14	31	12	133	57.1%

6-Year Graduation Rate (MDE reported)

Academic Arts High School	Graduated Count	Continuing	Dropped Out	Unknown	Total Count	Percent Graduated
FY18	13	2	8	5	28	46.4%
FY19	18	0	19	4	41	43.9%
FY20	17	4	4	2	27	63.0%
FY21	21	1	3	4	29	72.4%
FY22						
Aggregate	69	7	34	15	125	55.2%

7-Year Graduation Rate (MDE reported)

Academic Arts High School	Graduated Count	Continuing	Dropped Out	Unknown	Total Count	Percent Graduated
FY18	12	0	10	7	29	41.4%
FY19	15	0	8	6	29	51.7%
FY20	18	0	19	4	41	43.9%
FY21	18	0	6	2	26	69.2%
FY22						
Aggregate	63	0	43	19	125	50.4%

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for FY19 is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1, as previous years data are measured. OW has filed a public data request for the October 1 data, and will update when it is received.

Measure 9.2 Performance Data:

Senior Project

Academic Arts High School	Number of Students passing their senior project and earning a "ready for workforce" designation on the work experience section	Total number of seniors	Percentage of Students passing their senior project and earning a "ready for workforce" designation on the work experience section
FY18	17	21	81.0%
FY19	18	23	78.3%
FY20	11	14	78.6%
FY21	10	12	83.3%
FY22	15	20	75.0%
Aggregate	71	90	78.9%

Data Source: Data provided to OW by school

Measure 9.3 Performance Data:

Post-secondary option

Academic Arts High School	Number of Students accepted into at least one post-secondary option (college/ university, military, apprenticeship, post-secondary training program) prior to graduation	Total number of graduates	Percentage of Students accepted into at least one post-secondary option prior to graduation
FY18	13	20	65%
FY19	12	18	66.7%
Aggregate	25	38	65.8%

Data Source: Data provided to OW by school

Measure 9.4 Performance Data:

Life Plan

Academic Arts High School	Number of Students who complete Life Plan project with a grade of C or better	Number of Students with attendance > 40%	Total number of students expected to complete Life Plan Project	Percentage of Students who complete Life Plan project with a grade of C or better
FY18	66	98*	144	46%
FY19	44	73*	96	45.8%
FY20	13	14*	14	92.9%
FY21	5	23*	23	21.7%
FY22	10	12	12	83.3%
Aggregate	138	171	289	57.9%

* AAHS internally is using the number of students with > 40% attendance for the denominator for this measure. ACNW does not believe that was intended in the drafting of the measure, so the academic evaluation is based on the total number of student expected to complete the Life Plan Project.

Data Source: Data provided to OW by school

Measure 9.5 Performance Data:

ACT/Accuplacer/ASVAB

Academic Arts High School	Number of graduates earning a score of college or career ready or needing no more than one semester of remediation on ACT, Accuplacer or ASVAB	Total number of graduates	Percentage of graduates earning a score of college or career ready or needing no more than one semester of remediation on ACT, Accuplacer or ASVAB
FY18	7	20	35.0%
FY19	5	18	27.8%
FY20			
FY21			
FY22	12	32	37.5%
Aggregate	24	70	34.3%

Data Source: Data provided to OW by school

Measure 9.6 Performance Data:

Post-Secondary Options

Academic Arts High School	Number of graduates accepted into at least one post-secondary option prior to or within one year of graduating	Total number of graduates	Percentage of graduates accepted into at least one post-secondary option prior to or within one year of graduating
FY20	18	23	78.3%
FY21	25	28	89.3%
FY22	4	31	12.9%
Aggregate	47	82	57.3%

Data Source: Data provided to OW by school

Indicator 10: Attendance

Measure 10.1 Performance Data:

Academic Arts High School	Annual Attendance Rate
FY18	76.9%
FY19	76.5%
Average	76.7%

Data Source: Data provided to OW by school

Measure 10.2-10.3 Performance Data:

Academic Arts High School	Number of students with an attendance rate of 90% or higher	Total number of students	Percentage of students with an attendance rate of 90% or higher
FY18	27	126	21.4%
FY19	23	119	19.3%
FY20	27	120	22.5%
FY21	40	105	38.1%
FY22	42	138	30.4%
Average	159	608	26.2%

Data Source: Data provided to OW by school

Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures

The Osprey Wilds Charter School Division (CSD) is comprised of professionals with charter school authorizing and evaluation expertise. This includes both employees of Osprey Wilds Environmental Learning Center and contracted service providers. The CSD is overseen and monitored by the Charter School Committee and the Osprey Wilds Board of Directors. Ultimately, the Osprey Wilds Board makes decisions regarding the ongoing authorization of any particular school.

Ongoing Evaluation Criteria

Osprey Wilds evaluates schools in four primary areas:

1. Academic Performance
2. Environmental Education Performance
3. Financial Performance
4. Operations Performance

Academic Performance

Osprey Wilds evaluates its authorized schools' academic performance on 11 primary indicators.

Following are the key questions each indicator addresses:

Indicator 1: Mission Related Outcomes	Are all students achieving significant academic and/or personal growth, knowledge and skill development, and accomplishments related to the school's mission?
Indicator 2: English Language Learners	Are EL students at the school achieving adequate progress towards English Language Proficiency?
Indicator 3: Reading Growth	Are all and subgroups of students meeting expected growth targets in reading?
Indicator 4: Math Growth	Are all and subgroups of students meeting expected growth targets in math?
Indicator 5: Reading Proficiency	Are all and subgroups of students achieving proficiency in reading?
Indicator 6: Math Proficiency	Are all and subgroups of students achieving proficiency in math?
Indicator 7: Science Proficiency (and Growth)	Are all and subgroups of students achieving proficiency in science? And, if applicable, are all and subgroups of students meeting expected growth targets in science?

Indicator 8: Proficiency or Growth in Other Curricular Areas or Educational Programs	Are all and subgroups of students achieving proficiency or meeting expected growth targets in other curricular areas or educational programs?
Indicator 9: Post Secondary Readiness	Are all and subgroups of high school students prepared for post secondary success?
Indicator 10: Attendance	Are students attending the school at high rates?
Indicator A: Federal and State Accountability	How is the school performing according to federal and state accountability measures?

Not all performance indicators are applicable to each school; for example, one indicator is only for high schools. A school will have a contractual goal in each applicable indicator area, and the school’s performance on attaining these goals will be evaluated according to the measures defined in Exhibit G: Academic and Academic-Related Goals. Each measure is weighted to indicate its overall significance in fulfilling the primary purpose of charter schools as outlined in statute which is to improve all pupil learning and all student achievement. These weights are agreed upon by Osprey Wilds and the school and are included in Exhibit G. The school earns a rating on each measure based on the school’s performance over the term of the contract. Each performance rating is assigned a point value according to the weight of the measure:

- Exceeds Target: ×1.5 points
- Meets Target: ×1.0 points
- Approaches Target: ×0.5 points
- Does Not Meet Target: ×0.0 points

Indicator areas are then assigned a rating based on the percentage of points earned:

- Exceeds Standard = 100.1-150.0% of points earned
- Meets Standard = 75.0-100.0% of points earned
- Approaches Standard = 50.0-74.9% of points earned
- Does Not Meet Standard = 0.0-49.9% of points earned

Improving all pupil learning and all student achievement is the most important factor Osprey Wilds will consider in determining contract renewal, which determination shall be based substantially on the school’s attainment of its academic and academic-related goals identified in Exhibit G. See “Guidelines for Renewal Determination” below for more information.

Academic Performance Evaluations are completed annually and as often as deemed appropriate by Osprey Wilds.

Environmental Education Performance

Osprey Wilds evaluates its authorized schools’ Environmental Education (EE) performance on eight primary indicators.

OUTCOMES	Indicator 1: Awareness	Students demonstrate an awareness of the relationship between the environment and human life and the diversity of life that shares the earth with humans.
	Indicator 2: Knowledge	Students have knowledge of how natural systems function and how human systems interact with and depend on them.
	Indicator 3: Attitudes	Students demonstrate respect and concern for the earth’s health and the motivation to participate in environmental stewardship.
	Indicator 4: Skills	Students possess the skills needed to identify and critically analyze environmental issues, and to contribute to resolving the root of environmental challenges.
	Indicator 5: Action	Students have the capacity, or are increasing their capacity, to perceive and interpret the health of environmental and social systems and take appropriate action to maintain, restore, or improve the health of those systems.
INPUTS	Indicator 6: Environmental Education Program	The school implements values and strategies that foster learning and create environmentally literate citizens who engage in creating healthy outcomes for individuals, communities, and the Earth.
	Indicator 7: Governance	The board of directors allocates the appropriate financial, human, and organizational resources to carry out environmental education and monitors the school’s progress toward its goals.
	Indicator 8: Operations	Operational decision-making by school leadership, staff, and faculty reflects a commitment to environmental sustainability. The school has a waste reduction and recycling program in place.

EE Performance Evaluations may be completed annually or as often as deemed appropriate by Osprey Wilds, but at least in the school’s renewal year.

Financial Performance

Osprey Wilds evaluates its authorized schools' financial performance on three primary indicators.

1. Financial Management

This portion of the evaluation focuses on the school's performance relative to required financial management. Quality management and oversight of financials is a critical indicator of financial health. Schools that fail to meet the standards are not implementing best practices or those required by law or the charter contract and may be at greater risk for financial challenges in the present or future. This indicator includes the following measures: **Budgeting, Financial Policies and Practices, Financial Reporting, and Financial Audit.**

2. Near-Term Financial Health

This portion of the evaluation tests a school's near term financial health and is designed to depict the school's financial position and viability in the coming year. Schools that fail to meet the standards may currently be experiencing financial difficulties and/or have a higher likelihood for financial hardship. These schools may require additional review and/or corrective action by Osprey Wilds. This indicator includes the following measures: **Current Ratio, Days Cash on Hand, and Enrollment Variance.**

3. Financial Sustainability

This portion of the evaluation includes longer-term financial sustainability measures and is designed to depict the school's financial position and viability over time. Schools that fail to meet the standards are more likely to face financial hardship in the future. This indicator includes the following measures: **Fund Balance Percentage, Total Margin and Aggregated Three-Year Total Margin, and Debt to Asset Ratio.**

Near-Term and Sustainability indicators are evaluated by Osprey Wilds annually. The Management indicator may be evaluated annually or as often as deemed appropriate by Osprey Wilds, but at least in the school's renewal year.

Operations Performance

Osprey Wilds evaluates its authorized schools' operations performance on six primary indicators, or general categories.

1. Educational Program

This portion of the evaluation focuses on how the school has implemented key components of the educational program. This indicator includes the following measures: **Mission & Vision, Instruction & Assessment, Educational Requirements, Special Education, English Learners, and Parent & Student Satisfaction.**

2. Governance

This portion of the evaluation focuses on the board's governance, oversight, and evaluation. This indicator includes the following measures: **Board Composition & Capacity, Board Decision-Making & Oversight, and Management Accountability.**

3. School Environment

This portion of the evaluation focuses on the environment that the school has created for students. This indicator includes the following measures: **Facilities & Transportation and Health & Safety.**

4. Student Rights

This portion of the evaluation focuses on the practices and procedures of the school related to student enrollment and privacy rights. This indicator includes the following measures: **Admissions & Enrollment and Due Process & Privacy.**

5. Personnel Practices

This portion of the evaluation focuses on the school's practices and successes related to staffing. This indicator includes the following measures: **Licensure, Staff Retention and Employment Practices.**

6. Compliance & Reporting

This portion of the evaluation focuses on the school's ability to meet various authorizer and state compliance and reporting deadlines and activities. This indicator includes the following measures: **Charter School Annual Reports, Insurance and Authorizer & State Compliance.**

Operations Performance Evaluations may be completed annually or as often as deemed appropriate by Osprey Wilds, but at least in the school's renewal year.

Process and Procedures for Ongoing Evaluation

The Osprey Wilds CSD uses the following process and procedures to conduct ongoing evaluation of its authorized schools:

Data Review and Analysis – Osprey Wilds regularly reviews data that is publicly available, supplied by the school, or provided by MDE. This includes a review of state academic data, annual reports, budgets, financial audits, other compliance documents, and any other relevant data available to Osprey Wilds. This also includes a periodic review of financial reports and board meeting materials and minutes. Osprey Wilds reserves the right to request data from the school consistent with data privacy practices.

Site Visits and Board Observations – Osprey Wilds regularly visits authorized schools to verify performance and compliance. Osprey Wilds, at its sole discretion, determines the frequency and scope of site visits. During site visits, Osprey Wilds staff or contracted evaluators observe classrooms, tour the facilities and interview key school stakeholders including board members, school leadership, teachers, staff, parents, and students. In a school’s renewal year, Osprey Wilds will send a team of evaluators to conduct a renewal site visit in preparation for determining a renewal recommendation to the Charter School Committee and Board of Directors.

Osprey Wilds attends at least one board meeting per year for each of its authorized schools in order to observe the school’s governance. Osprey Wilds, at its sole discretion, determines the frequency of attendance at board meetings. Osprey Wilds may also request time on a meeting agenda to present information to the school’s board.

Feedback and Strategic Intervention – Osprey Wilds provides feedback to schools in its portfolio through performance evaluations, presentations at school board meetings, formal written communication to the school leadership and board, and informal verbal communication. Osprey Wilds also gives schools the opportunity to provide additional information on any relevant issues that warrant explanation or clarification.

Osprey Wilds may, at its discretion, implement a formal intervention or provide strategic support to schools that are not in compliance with or are not on track to meet statutory or contractual expectations.

Renewal Recommendations – During the final year of an authorized school’s active contract, the school is required to submit an application for renewal that summarizes how it fulfilled the terms of its active contract, the strategic direction it plans for the years of a subsequent contract, and potential performance goals for a subsequent contract. Osprey Wilds CSD reviews that application, conducts a renewal site visit, completes a renewal evaluation report, and compiles a recommendation to the Osprey Wilds Board. Those recommendations are reviewed and accepted or amended by the Charter School Committee (CSC). The CSC’s recommendations are then presented to the Osprey Wilds Board for adoption or amendment.

Guidelines for Renewal Determination*

Charter renewal will be based primarily on a school's attainment of its academic and academic-related goals identified in Exhibit G, which is evaluated according to Osprey Wilds' Academic Performance Framework, and secondarily on other factors, including but not limited to Environmental Educational, Financial, and Operations performance, intervention status of the school, and designations assigned to the school by the Minnesota Department of Education.

Renewal Tracks

In the final year of an authorized school's active contract, Osprey Wilds will determine the school's renewal track as outlined below:

1. Eligible for Fast Track Renewal

- Condensed renewal application and site visit, including collection of school's best practices for future dissemination by Osprey Wilds.
- Earlier board resolution by the Osprey Wilds Board of Directors.
- Five-year renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

2. Eligible for Renewal

- Standard renewal application and site visit.
- Five-year renewal or three-year probationary renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

3. Candidate for Nonrenewal

- Standard renewal application and site visit.
- Nonrenewal, one-year conditional renewal, or three-year probationary renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

Primary Factor

Notwithstanding secondary factors, renewal tracks will be determined by Osprey Wilds based upon the school's fulfillment of the primary factor, which is the attainment of its academic and academic-related goals identified in Exhibit G:

- If a school attains all of its contractual outcomes in Exhibit G as determined by Osprey Wilds' Academic Performance Evaluation (i.e., 100% or more of possible points), the school will be considered eligible for fast track renewal.
- If a school attains at least half of its contractual outcomes in Exhibit G as determined by Osprey Wilds' Academic Performance Evaluation (i.e., 50% or more of possible points), the school will be considered eligible for renewal.
- If a school attains less than half of its contractual outcomes in Exhibit G as determined by Osprey Wilds' Academic Performance Evaluation (i.e., less than 50% of possible points), the school will be considered a candidate for nonrenewal.

Secondary Factors

The following secondary factors, either alone or in combination with one or more factors, may alter a school's renewal track. Osprey Wilds will provide clear analysis of each secondary factor and the rationale for its impact on the school's renewal track determination in the renewal evaluation report.

Secondary factors that may decrease a renewal track (e.g., from “eligible for renewal” to “candidate for nonrenewal”):

- The school receives a rating of Does Not Meet Standard in any indicator area on the most recent Academic Performance Evaluation.
- The school receives a rating of Does Not Meet Standard, Minimally Developed, or Undeveloped in any indicator area or measure on the most recent Environmental Education Evaluation.
- The school receives a rating of Does Not Meet or Falls Far Below Standard in any measure on the most recent Financial Performance Evaluation.
- The school receives a rating of Does Not Meet Standard in any measure on the most recent Operations Performance Evaluation.
- The school (or a site at the school) is currently identified for targeted or comprehensive support under the North Star system for school and district accountability by the Minnesota Department of Education.
- The school was placed on intervention by Osprey Wilds at any time during the current contract term.
- The school's current contract is a probationary contract.

Secondary factors that may increase a renewal track (e.g., from “candidate for nonrenewal” to “eligible for renewal” or “eligible for renewal” to “eligible for fast track renewal”):

- The school (or a site at the school) was recognized for success by the Minnesota Department of Education at any time during the current contract term.
- The school was identified as a High-Quality Charter School (HQCS) by the Minnesota Department of Education at any time during the current contract term.
- The school was identified as a HQCS due to its academic performance by the Minnesota Department of Education at any time during the current contract term, but was ineligible to receive the designation due to financial and/or compliance check(s) in at least two years of the current contract term.
- Other external recognition from a reputable organization that demonstrates the school is successfully fulfilling the primary or additional purposes of Minnesota Statutes 124E.01.

**These guidelines do not obligate the Osprey Wilds Charter School Division, Charter School Committee, or Board of Directors to a particular renewal decision or length of contract and should not be construed as requirements or guarantees.*

Exhibit Q: Range of Possible Interventions

Osprey Wilds Environmental Learning Center Range of Possible Interventions		
<p>If Osprey Wilds has a concern about the School, or if the School fails to make adequate progress towards achieving its academic or environmental education goals or to meet financial requirements, or to comply with Applicable Law, or other requirements of this contract, Osprey Wilds shall determine the appropriate intervention. The interventions below need not be implemented sequentially, and Osprey Wilds will implement these as it sees fit and at its sole discretion.</p>		
Status	Caused by	Will result in
<p>LEVEL ONE Notice of Concern</p>	<p>Signs of weak performance identified through routine monitoring; through implementation, compliance, or performance reviews; or by other means.</p> <p>Lack of progress towards meeting contractual goals.</p> <p>Failure to submit required documents on a timely basis.</p> <p>Failure to comply with applicable law or the conditions of the charter contract.</p> <p>Signs of poor financial health or management.</p>	<p>Letter from Osprey Wilds to the charter school's board of directors detailing areas of concern and action required to address concerns.</p> <p><i>and/or</i></p> <p>Osprey Wilds recommendation that the school develops a remediation plan.</p>
<p>LEVEL TWO Notice of Deficiency</p>	<p>Failure to meet multiple performance targets; or repeated failure to meet a single performance target.</p> <p>Significant failure to comply with applicable law or the conditions of the charter contract.</p> <p>Continued evidence of poor financial health or management.</p>	<p>Letter from Osprey Wilds to charter school board of directors detailing areas of deficiency and action required to address deficiency.</p> <p><i>and/or</i></p> <p>Requirement of a remediation plan containing specific improvement objectives, technical assistance requirements, and schedule for remedial action to be approved by Osprey Wilds.</p>
<p>LEVEL THREE Notice of Probationary Status</p>	<p>Continued failure to meet school targets or failure to meet objectives of a remediation plan.</p> <p>Continued failure to comply with the applicable law or the conditions of the charter contract.</p> <p>Severe concerns regarding the school's financial viability.</p>	<p>Letter from Osprey Wilds to charter school board of directors detailing reasons for probationary status and action required to address concerns.</p> <p><i>and/or</i></p> <p>Remediation plan imposed by Osprey Wilds.</p> <p><i>and/or</i></p> <p>Osprey Wilds may appoint staff or a consultant to monitor implementation of the remediation plan</p>
<p>LEVEL FOUR Charter Review</p>	<p>Failure to address the terms of Probationary Status.</p> <p>Extended pattern of failure to meet contractual goals and/or to comply with applicable law or the conditions of the charter contract.</p> <p>Severe and persistent concerns regarding the school's financial viability.</p>	<p>Consideration and decision by the Osprey Wilds Board to revoke or not to revoke the school's charter, or to impose lesser sanctions.</p>
<p>LEVEL FIVE Charter Revocation</p>	<p>Charter Review results in recommendation to revoke.</p>	<p>Commencement of charter revocation proceedings consistent with Minnesota Stat. 124E and the terms of the charter contract.</p>

Exhibit R: Financial Statement Template & Guide

The School shall furnish Osprey Wilds, on at least a quarterly basis (for quarters ending 9/30, 12/31, 3/31, and 6/30), with a balance sheet and income and expense statement presented in the format outlined below or in a similar fashion that is approved by Osprey Wilds. This format is consistent with UFARS reporting and ensures clear reporting of restricted funds while identifying administrative and educational program expenses. In addition, by June 30 of each year the School shall furnish Osprey Wilds with a budget of revenues and expenditures consistent with this format or in a similar fashion that is approved by Osprey Wilds

SCHOOL NAME:

PERIOD ENDING:

Description	General Fund 01	Food Service Fund 02	Community Service Fund 04	Total Funds
ASSETS				
Cash - checking				
Cash - savings				
Investments				
Accounts Receivable - due from MDE				
Accounts Receivable - due from other				
Prepays				
Other (specify and add rows as needed)				
TOTAL ASSETS				
LIABILITIES & FUND BALANCE				
Liabilities				
Accounts Payable				
Payroll Liabilities				
Deferred Revenue				
Due to Other				
Short Term Debt				
Total Liabilities				
Fund Balance				
Unassigned Fund Balance – Previous YE				
Net Income/(Loss) – Current YTD				
Total Fund Balance				
TOTAL LIABILITIES & FUND BALANCE				

SCHOOL NAME:
PERIOD ENDING:

Student Enrollment	ADM: PU:	ADM: PU:	Percent of Budget
GENERAL FUND - 01	Approved Budget	Year-to-Date Activity	
REVENUES			
State Revenues			
General Education Aid			
Facilities Lease Aid			
Special Education Aid			
Other (specify and add rows as needed)			
Total State Revenues			
Federal Revenues			
Title (specify I, II, or III and add rows as needed)			
Federal Special Education			
Other (specify and add rows as needed)			
Total Federal Revenues			
Local Revenues			
Miscellaneous (specify and add rows as needed)			
Total Local Revenues			
TOTAL REVENUES			
EXPENDITURES			
Administration			
Salaries			
Benefits			
Purchased Services			
Other			
Total Administration			
District Support Services			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Capital Expenditures			
Total District Support Services			
Elementary and Secondary Regular Instruction			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Capital Expenditures			

Other Expenditures			
Total Elementary and Secondary Regular Instruction			
State Special Education			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total State Special Education			
Federal Special Education			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total Federal Special Education			
Title Programs (specify I, II, or III and add rows as needed for each Title program)			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Title Programs			
Other Federal Programs (specify and add rows as needed for each program)			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Other Federal Programs			
Instructional Support Services			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total Instructional Support Services			
Pupil Support Services			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Pupil Support Services			
Sites and Buildings			
Salaries			
Benefits			
Facilities Lease			

Purchased Services (Repairs, maintenance, utilities, other)			
Supplies and Materials			
Capital Expenditures			
Total Sites and Buildings			
Fiscal and Other Fixed Costs			
Purchased Services			
Interfund Transfer			
Total Fiscal and Other Fixed Costs			
TOTAL EXPENDITURES			
GENERAL FUND 01 - NET SURPLUS (DEFICIT)			
FOOD SERVICE FUND - 02	Approved Budget	Year -to-Date Activity	Percent of Budget
REVENUES			
State Revenues			
Federal Revenues			
Sale of Lunches and Other Local Revenue			
Transfer from General Fund			
TOTAL REVENUES			
EXPENDITURES			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Other (specify)			
TOTAL EXPENDITURES			
FOOD SERVICE FUND 02 - NET SURPLUS (DEFICIT)			
COMMUNITY SERVICE FUND - 04	Approved Budget	Year -to-Date Activity	Percent of Budget
REVENUES			
State Revenues			
Federal Revenues			
Other Local Revenues			
Transfer from General Fund			
TOTAL REVENUES			

EXPENDITURES			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Other			
TOTAL EXPENDITURES			
COMMUNITY SERVICE FUND 04 - NET INCOME			
Fund Balance at Beginning of Year			
Net Surplus (Deficit) Year to Date			
Ending Fund Balance			

SCHOOL NAME:

Board Approved Date:

Enrollment	FYXX	FYXX
PK		
K		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
Total ADM		
Total PPU		

	Approved Budget FYXX	Approved Budget FYXX
GENERAL FUND - 01		
REVENUES		
State Revenues		
General Education Aid		
Facilities Lease Aid		
Special Education Aid		
Other (specify and add rows as needed)		
Total State Revenues	\$0.00	\$0.00
Federal Revenues		
Title I		
Title II		
Title III		
Title IV		
Federal Special Education		
Federal CSP Grant		
REAP		
Other (specify and add rows as needed)		
Total Federal Revenues	\$0.00	\$0.00
Local Revenues		
Donations		
Fundraising		
Miscellaneous (specify and add rows as needed)		
Total Local Revenues	\$0.00	\$0.00
FUND 01 - TOTAL REVENUES	\$0.00	\$0.00
EXPENDITURES		
Administration		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Other (specify and add rows as needed)		
Total Administration	\$0.00	\$0.00
District Support Services		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Supplies and Materials		
Other (specify and add rows as needed)		
Capital Expenditures		
Total District Support Services	\$0.00	\$0.00
Elementary and Secondary Regular Instruction		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Supplies and Materials		
Capital Expenditures		
Other (specify and add rows as needed)		
Total Elementary and Secondary Regular Instruction	\$0.00	\$0.00
State Special Education		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Supplies and Materials		
Total State Special Education	\$0.00	\$0.00
Federal Special Education		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Supplies and Materials		
Total Federal Special Education	\$0.00	\$0.00
Title I (add rows as needed for each Title program)		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Supplies and Materials		
Total Title I	\$0.00	\$0.00
Title II (add rows as needed for each Title program)		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Supplies and Materials		
Total Title II	\$0.00	\$0.00

Title III (add rows as needed for each Title program)			
Salaries			
Benefits			
Purchased Services <i>(specify and add rows as needed)</i>			
Supplies and Materials			
Total Title III		\$0.00	\$0.00
Other Federal Programs (add rows as needed for each program)			
Salaries			
Benefits			
Purchased Services <i>(specify and add rows as needed)</i>			
Supplies and Materials			
Other Federal Programs		\$0.00	\$0.00
Instructional Support Services			
Salaries			
Benefits			
Purchased Services <i>(specify and add rows as needed)</i>			
Supplies and Materials			
Total Instructional Support Services		\$0.00	\$0.00
Pupil Support Services			
Salaries			
Benefits			
Purchased Services <i>(specify and add rows as needed)</i>			
Supplies and Materials			
Pupil Support Services		\$0.00	\$0.00
Sites and Buildings (add rows as needed)			
Salaries			
Benefits			
Facilities Lease			
Maintenance			
Utilities			
Insurance			
Supplies and Materials			
Other <i>(specify and add rows as needed)</i>			
Capital Expenditures			
Total Sites and Buildings		\$0.00	\$0.00
Fiscal and Other Fixed Costs (add rows as needed)			
Purchased Services <i>(specify and add rows as needed)</i>			
Interfund Transfer			
Total Fiscal and Other Fixed Costs		\$0.00	\$0.00
FUND 01 - TOTAL EXPENDITURES		\$0.00	\$0.00
GENERAL FUND 01 - NET INCOME		\$0.00	\$0.00
FOOD SERVICE FUND - 02		Approved Budget FYXX	Approved Budget FYXX
REVENUES			
State Revenues			
Federal Revenues			
Sale of Lunches and Other Local Revenue			
Transfer from General Fund			
FUND 02 -TOTAL REVENUES		\$0.00	\$0.00
EXPENDITURES			
Salaries			
Benefits			
Purchased Services <i>(specify and add rows as needed)</i>			
Supplies and Materials			
Other			
FUND 02 - TOTAL EXPENDITURES		\$0.00	\$0.00
FOOD SERVICE FUND 02 - NET INCOME		\$0.00	\$0.00
COMMUNITY SERVICE FUND - 04		Approved Budget FY19	Approved Budget FY20
REVENUES			
State Revenues			
Federal Revenues			
Other Local Revenues			
Transfer from General Fund			
FUND 04 - TOTAL REVENUES		\$0.00	\$0.00
EXPENDITURES			
Salaries			
Benefits			
Purchased Services <i>(specify and add rows as needed)</i>			
Supplies and Materials			
Other			
FUND 04 - TOTAL EXPENDITURES		\$0.00	\$0.00
COMMUNITY SERVICE FUND 04 - NET INCOME		\$0.00	\$0.00
FUND BALANCE AT BEGINNING OF YEAR			
ALL FUNDS NET INCOME OR LOSS			
ENDING FUND BALANCE			

Exhibit S: Outstanding Obligations from the Previous Contract

School Name: Academic Arts High School

*Below are the items identified in the school's most recent renewal evaluation (Exhibit O) that must be resolved prior to the school's next renewal evaluation (identified in Section 12.1 of the contract). The school is responsible for ensuring that it identifies specific benchmarks, timelines, and resources (e.g. time, money, expertise) to accomplish the milestones identified below. Osprey Wilds will monitor the school's progress and if benchmarks are not satisfactorily met as determined by OW, OW may proceed with intervention as outlined in **Exhibit Q: Range of Possible Interventions**.*

Academics

- A.3 Reading Growth
 - Addressed through Exhibit G
- A.4 Math Growth
 - Addressed through Exhibit G
- A.6 Math Proficiency
 - Addressed through Exhibit G
- A.7 Science Proficiency
 - Addressed through Exhibit G
- A.9 Post-Secondary Readiness
 - Addressed through Exhibit G
- A.10 Attendance
 - Addressed through Exhibit G

Environmental Education

- EE.1 Awareness
 - Addressed through Exhibit H
- EE.2 Knowledge
 - Addressed through Exhibit H
- EE.3 Attitudes
 - Addressed through Exhibit H
- EE.4 Skills
 - Addressed through Exhibit H
- EE.6.1 Curriculum and Instruction

- Addressed below
- EE.6.2 School Culture
 - Addressed below
- EE.6.3 Alignment to Mission or Community
 - Addressed below
- EE.7 Governance
 - Addressed below
- EE.8 Operations
 - Addressed below

Financial

- F.2.3 Enrollment Variance
 - Addressed below

Operations

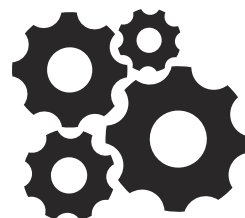
- 0.1.2 Instruction & Assessment
 - Addressed below
- 0.1.3 Educational Requirements
 - Addressed below
- 0.1.5 English Learners
 - Addressed below
- 0.1.6 Parent & Student Satisfaction
 - Addressed below
- 0.2.1 Board Composition & Capacity
 - Addressed below
- 0.2.2 Board Decision-Making & Oversight
 - Addressed below
- 0.5.3 Employment Practices
 - Addressed below
- 0.6.1 Charter School Annual Reports
 - Addressed below
- 0.6.2 Insurance
 - Addressed below
- 0.6.3 Authorizer & State Compliance
 - Addressed below

Indicator Area	Prior to the school’s next contract period (June 30, 2023), the school is required to:
0.1.3	Bring its blended learning program into compliance with statute, regulations, and the contract.
0.1.3	Bring its school calendar into compliance with state requirements.
0.1.5	Revise its EL Plan of Service and comply with statutory and regulatory requirements.
0.2.1	Conduct required background checks of all staff, contractors, volunteers, and board members.
0.2.1	Complete statutorily required annual board training.
0.2.1	Document election of board officers consistent with statute and bylaws.
0.2.2	Develop and approve all required policies (electronic funds transfer policy, contributions and fundraising policy, and employee and service provider background check policy).
0.2.2	Revise its bylaws for compliance with statutory requirements and contractual obligations.
0.3.1	Ensure fire extinguishers are inspected and / or serviced.
0.4.1	Revise the lottery policy to bring it into compliance with statute.
0.5.1	Provide documentation of Danyelle Bennett’s teacher license renewal.
0.5.3	Conduct required background checks of all staff, contractors, volunteers, and board members.
0.6.2	Comply with applicable laws, rules, regulations, and provisions of the charter contract relating to insurance coverages.

Indicator Area	Prior to the school’s next renewal evaluation, the school is required to:
EE.6.1	Employ environmental education as a strategy for teaching and learning within its science curriculum and at least one other discipline.
EE.6.2	Create a positive social and academic environment to support environmental literacy.
EE.6.3	Adapt environmental education to the needs and unique aspects of the school’s educational program or the needs of the school community.
EE.7	Allocate the appropriate financial, human, and organizational resources to carry out environmental education.
EE.7	Monitor the school’s progress toward its environmental education goals at board meetings at least four times/year.
EE.8	Reflect a commitment to environmental sustainability in its operational decision-making.
F.2.3	Accurately reflect enrollment projections in each year of the contract period.
O.1.2	Implement instructional and assessment programming focused on student achievement, including fully developed and functioning systems for high quality instruction, curriculum aligned to state standards, use of data to drive instructional practices, professional development, and equitable opportunities for students.
O.1.6	Administer both parent and student satisfaction surveys in each year of the contract period.
O.2.2	Hold board meetings and committee meetings consistent with MN §13D, Open Meeting Law.
O.2.2	Monitor progress toward contractual academic goals (Exhibit G) and environmental education goals (Exhibit H) at least four times / year.
O.2.2	Monitor progress toward outstanding obligations from the previous contract (Exhibit S) at least four times / year.
O.5.3	Provide notification to families regarding the school’s background check policy in each year of the contract period.
O.6.1	Complete an annual report that complies with statutory and contractual requirements in each year of the contract period.
O.6.3	Maintain an 80% on-time reporting rate to the authorizer in each year of the contract period.

teacher-powered practices

How teacher teams collaboratively lead and create student-centered schools.



teacher-
powered
schools

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We want to share our sincere appreciation for the many schools and educators who graciously offered their time, expertise, and perspectives to this publication. Thank you.

The Teacher-Powered Schools Initiative is a project of



Written by Amy Junge | Designed by Marcus Penny

Introduction

What is teacher-powered? We get asked this question a lot. Teacher-powered is our language for educator teams that have autonomy and authority to make final decisions at their school site in areas impacting student success. Teacher-led, professional partnerships, collaborative leadership—these are other similar terms. To better understand teacher-powered, we look at these three areas:

1. The team's [autonomy arrangement](#)¹;
2. Which of the [15 areas of autonomy](#)² the team uses; and
3. The practices teams use to implement their autonomies—which is the focus of this publication.

There is no one way to do or be teacher-powered.

We know of approximately 150 [teacher-powered schools](#)³ around the country and estimate that there are upward of 200 who use this type of governance model. There are also over 75 teacher-powered teams in various stages of development or working on converting their existing school to teacher-powered. Each of these teams does teacher-powered *differently* because each team has the authority to create unique student-centered learning environments for their students. This isn't a model that can be replicated; rather, it has guiding principles that help teams design leadership structures that best meet the needs of their staff and their students.

1 <https://www.teacherpowered.org/inventory/arrangements>

2 <https://www.teacherpowered.org/inventory/autonomies>

3 <https://www.teacherpowered.org/inventory>

15 Areas of Teacher Autonomy

1. Selecting colleagues
2. Transferring and/or terminating colleagues
3. Evaluating colleagues
4. Setting staff pattern (including size of staff; allocation of personnel among teaching and other positions)
5. Selecting leaders
6. Determining budget
7. Determining compensation, including leaders
8. Determining learning program and learning materials (including teaching methods, curriculum, and levels of technology)
9. Setting the schedule (of classes; of school hours; length of school year)
10. Setting school-level policies (including disciplinary protocol, homework, etc.)
11. Determining tenure policy (if any)
12. Determining professional development
13. Determining whether to take, when to take, and how much to count district/EMO/authorizer assessments
14. Assessing school performance according to multiple measures (not only a mean proficiency score)
15. Determining work hours

We've previously written extensively and created resources about the guiding principles (*Trusting Teachers With School Success*⁴, Discussion Starters, Steps Guide, etc.). *Trusting Teachers* illustrates how teacher-powered teams emulate high-performing organizations. Not only do these teacher-powered teams create high-performing structures, they also have a high-performing mindset which contributes to creating successful schools for students and teachers. Dr. Michael Wriston, an expert on leadership and high-performing teams, writes, "High performing culture is a 'mind-set'—with accompanying and reinforcing habits, practices and routines—about how to optimally engage one's human resources in order to optimize long-term team/organizational performance".⁵ **This guide focuses on how innovative teachers are radically changing the ways schools are designed and run. The how here are the common practices, structures, and processes teacher-powered teams design and use daily.**

Each team must decide for themselves how to implement the teacher-powered principles in a way that works best for their students and their staff. This will look different at every site and will change and evolve over the years as the staff come and go, as students and communities change, and as the team improves their leadership skills. Our purpose here is to identify these common practices, ground them in the current collaborative leadership literature, illustrate them with examples from teacher-powered schools, and provide a framework for relevant resources and professional development for teacher-powered teams for the next few years.

Of course the biggest question around teacher-powered schools is "How does this type of governance model impact student learning, and does it improve student achievement?" While more research needs to be done—and is currently being done—on the nuances of this question, current research is a resounding yes. Collaborative leadership researcher Peter DeWitt writes, "The reason that collective efficacy has become such an important focus for school leaders and teachers is simple. It can have a marked positive impact on student learning. It's important to understand, however, that collective efficacy doesn't just happen, especially in schools that are beset by low morale and top-down mandates. It requires a great deal of trust, which must be built over time, and an intentional effort by educators to buck the status quo."⁶ Teacher-powered governance *is* collective efficacy in action.

4 Farris-Berg, Kim and Ed Dirkswager, with Amy Junge. 2012. *Trusting Teachers With School Success*. Jossey-Bass.

5 Wriston, Michael J. 2007. "Creating a High-Performance Culture." *Organization Development Journal*, Spring.

6 DeWitt, Peter. 2019. "High Powered Teams." *ACSD online Vol. 76*, pgs. 31-35. <http://www.ascd.org/publications/educational-leadership/jul19/vol76/num09/How-Collective-Teacher-Efficacy-Develops.aspx>

Professor Richard Ingersoll, a leading education researcher at the University of Pennsylvania, studied data from almost one million teachers and 25,000 schools. His report, *School Leadership, Teachers' Roles in Decisionmaking, and Student Achievement*, showed that when teachers have leadership roles not only in instruction but other school policy areas like discipline, data showed more than 20% higher test results in ELA and math for students (Ingersoll, Sirinides, Dougherty, 2017).⁷ Similarly, John Shindler's school climate research also echoes these results. Described in *Exploring the School Climate--Student Achievement Connection: Making Sense of Why the First Precedes the Second*, schools that had collaborative and empowering environments for teachers had higher student achievement rates than those that were collegial or, worse, competitive.⁸

About This Guide

This guide is for educators working in teacher-powered schools or actively moving their teams toward teacher-powered governance—and for researchers and other supporters looking to better understand how teacher-powered schools work.

This guide identifies nine common practices used at teacher-powered schools, describes them in detail, lists different ways we have observed these done at school sites, and includes case studies from teacher-powered teams who describe what the practice looks like at their own site. You will also find a survey for your team to use to evaluate your own practices in these areas and to prioritize practices your team would like to improve on. Finally, we share helpful resources, partner organizations, and opportunities for growth in these areas.

⁷ Ingersoll, Richard, et al. 2017. "School Leadership, Teachers' Roles in Decisionmaking, and Student Achievement."

⁸ Jones, Albert and John Shindler. *Exploring the School Climate -- Student Achievement Connection: Making Sense of Why the First Precedes the Second*, http://web.calstatela.edu/centers/schoolclimate/assessment/#system_comparison

Teacher-Powered Practices

As we work to better understand what it means to be teacher-powered it is helpful to describe what we observe in teacher-powered schools. These nine practices are built on the research and identified practices in [Trusting Teachers With School Success: What Happens When Teachers Call the Shots](#)⁹, expanded on by our team of Teacher-Powered Ambassadors based off of their own extensive leadership work at their school sites, and our interviews and site visits with over 120 teacher-powered schools over the last 10 years. These practices are not final or static, they will continue to evolve as teams create new and innovative ways to lead their schools.

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1. Keep Students at the Center of Decision-Making
- 
2. Meaningfully Involve Families and Communities
- 
3. Honor Student Voice and Choice
- 
4. Cultivate a Collaborative Culture
- 
5. Embrace Transparency in Decision-Making
- 
6. Create Shared Leadership Structures
- 
7. Reimagine and Rotate Leadership Positions
- 
8. Engage in Peer Observation
- 
9. Take On a Learner Mindset

⁹ <https://www.teacherpowered.org/trustingteachers/contents>



1. Keep Students at the Center of Decision-Making

Almost universally, teachers go into the profession because they want to make a difference in students' lives. Unfortunately, one of the driving factors in why so many teachers leave is because they are not treated as professionals or valued for their experience and knowledge.¹⁰ Good teachers want to do what is best for their students; their intention is to educate students and equip them to move on to the next grade and to life better prepared academically, socially, and emotionally. Educators are invested in their craft, and a huge source of frustration comes when the system, structures, or policies prevent them from being able to make the best decisions for their students.

Teacher-powered structures flip this traditional hierarchy and put teachers, those working most closely with students, in charge of decisions impacting student success. At each school we have interviewed, visited, and talked with this is a consistent theme. **Teams consistently keep their shared purpose in mind and focus on what is best for their students and community.** This impacts how teams implement the autonomies they have secured.

Keeping students at the center of decision-making is best practice for all adults in any school building, but this is not always a common practice in reality. As we work today to create equitable student-centered learning environments, teacher-powered teams lead the way by modeling the power of consistently putting students first and having structures and practices that allow them to do this. Alan Blankstein and Pedro Noguera write in *Excellence through Equity*, "When there is a *mutual accountability* and a shared commitment to the common goal of meeting the needs of all students among all stakeholders, schools can begin to realize the goal of excellence through equity."¹¹

10 Ingersoll, Richard. 2007. "Short on Power, Long on Responsibility". 65.

11 Blankstein, Alan and Pedro Noguera. 2016. *Excellence Through Equity*. ASCD.

THE HOW: In practice, what does this look like?

Each community is unique. Even schools that are close geographically, that may even share the same campus, have student communities with different needs. What works best for one school might not be the best choice for another. Teacher-powered teams have an intentional practice of grounding each decision, big or small, in their co-created and identified shared purpose. For some teams that means reading their shared purpose before all staff meetings, for others it means assigning one person on staff to intentionally remind people about their shared purpose before big decisions. **When faced with hard decisions, challenging situations, and controversial options, these teams consistently reframe the question and the conversation back to what is best for the students at our school.** Whatever way teams do this, they take the words off the page and put students at the center of all of their decisions.

Below are examples of what this looks like across multiple autonomy areas.

- Teams may decide to have a late start because research shows teenagers need more sleep.
- Teams may choose to have a minimum days two days per week to allow students to have after-school internships and teachers to have collaboration time.
- Teams may decide to offer a self-directed, project-based learning program and allow students to earn credits for classes outside of their district's scope and sequence.
- Teams may decide to use technology to allow students to move at their own individual pace.
- Teams may offer credit outside of traditional classes, for example PE credit when students track their steps, miles, and heart rate walking or riding bikes to school.
- Teams may make budget choices that makes the most sense for all students instead of splitting money equally among departments, for example funding science equipment one year and then another year focusing on new computers.

SCHOOL STORIES

Here you will find examples of this practice from three teacher-powered teams. Remember that each school uses this practice differently depending on what works best for their team and their students.



HUMANITAS
ACADEMY

[Social Justice Humanitas Academy](#)¹², Los Angeles, CA
By principal and founding teacher Jeff Austin

The most in-depth conversation about our shared purpose comes when we review the Elect-to-Work Agreement (EWA) every year, which is part of our Pilot School program. While there is a subcommittee of our Governing Council who actually carries out the process, every teacher has input. Teachers have the opportunity to share electronically their feedback about each section of the EWA and are encouraged to attend the Governing Council meetings where discussions are held. With the EWA people are literally and figuratively signing onto the vision and mission, so we ask that each teacher considers that in their decision to sign. The challenge is that new teachers are not present for that part of the process at first, so we are essentially asking them to sign onto the shared purpose without having had input. We are required to have the EWA approved long before hiring for the next year so there is not much we can do about that. To account for this, we make the explanation of our vision a big part of the interview process and are starting to do more to work regularly with new teachers to support their development within the shared purpose.

There are other times in the year when we see the need to build morale by revisiting the shared purpose. We might have a staff Council, or have an outside facilitator lead us in team building, or even set aside time to work with individual students. People see that we are always thinking about the vision and mission when making quick decisions.



[Unlocking Children's Potential Charter Schools](#)¹³ (UCP),
Orlando, FL

By director Anna O'Connor-Morin

UCP of Central Florida has been a non-profit agency for more than 60 years. UCP Charter Schools is one facet of the agency's work and has developed into a consortium of charter schools across three central Florida school districts. Charter schools began almost two decades ago in Florida, as an opportunity to create schools to serve students in unique ways with specific focus that would stimulate the educational needs of all types of students. UCP recognized the need to develop inclusive schools for students to maximize their learning potential with high expectations at the very beginning of the charter school movement. UCP Charter Schools have been built with a focus in art integration, technology integration, and project-based learning.

¹² <https://www.teacherpowered.org/inventory/social-justice-humanitas-academy>

¹³ <https://www.teacherpowered.org/inventory/ucp-bailes-school>

Students at any one of our seven campuses (PK-12) are given opportunities to learn and grow with a customized approach that meets a student where they are and scaffolds their instructional needs with individualized attention and focus. Students who need to go beyond the basics of a grade-level expectation can move deeper; students who need intervention supports will receive them within the classroom with their peers.

The faculty, staff, and team at UCP CS exceed staffing instructional support ratios in classrooms and with training that goes above and beyond a traditional school setting. More than structure and skills, the UCP CS team members have a passion for teaching and learning that surpasses the expectations in our education climate today. Students in our schools want to come to school because learning is fun, and the atmosphere is “what great things can we accomplish today”, every day. In addition to passion, the culture in our schools is truly attached to a philosophical belief that students can and will achieve great things when given great opportunities.

There are legal requirements around the state and nation regarding inclusion and students with disabilities, however it is truly the belief that students can and will achieve in inclusive settings that sets our school system apart from others. It’s not those “kids over there”, it’s not “that one classroom on the opposite side of the building”. It’s the mission and vision to customize and maximize learning potential for every student. Students who are gifted and talented sit alongside students with significant support needs. Students who are neurotypical sit next to students with intervention instructional needs. All of our students make learning gains each year that are celebrated, but more importantly all of our students learn that one day they can work with peers regardless of race, religion, disability or non-disabled status. The teaching and learning process is focused on the whole student, not the exceptionality that any one student may be facing. UCP CS works with the data-driven instructional components in similar ways to all schools in America, however, the analysis of the data and ability to move students into smaller instructional groups is part of the intentional design to maximize learning opportunities every day, for every student.

The community-based experience for our families and stakeholders is unique in central Florida as our schools are very small in comparison to traditional schools. The access and daily interactions that are created to support the learning environment for all of our students creates a superior education option in central Florida. Our consortium of schools works tirelessly to raise not only the achievement bar for our students academically, but also socially through living the practice of inclusive education.



[Wildlands School](#)¹⁴, Fall Creek, WI

By advisor Liz Seubert

The vision to create Wildlands School included the opportunity to build a school experience from the ground up, and the ability to make decisions collectively as a teacher team. Wildlands staff members were given the opportunity to be self-directed and autonomous with the budget, administrative services, staffing selection, curriculum, school schedule, and support services. Our rationale for these autonomies has always been focused on student and community needs. Our staff was trusted to build a new and different school culture. This was the catalyst for creating a school where students were at the center of all aspects.

The focus on leadership, team building, and a culture of community is by design—our design. This not only applies to our students, but also our staff. We model innovation, collaboration, learning from failure, and being held accountable daily. We have ownership. We build authentic relationships, trust each other, and remember the reason why we started this school in the first place: our students.

Empowering teachers and students to become self-directed learners is a challenge best met by creating an authentic learning culture instead of just a teaching culture. At Wildlands we believe students are empowered when shown that learning can happen anywhere and at anytime. We take small and large-scale trips together, make community service a central value, purchase supplies for student projects whenever necessary, provide lots of local adventure-based days, and create an environment where students are challenged and need to work together in and out of the classroom. This model of learning is possible because our staff has the autonomy to set our schedule, allocate funds for these experiences in our budget, and determine curriculum goals. We also work together to create authentic assessments for our students and each other. We established a trusted, collective group that is invested in providing opportunities for teachers and students to be heard, be involved, be connected, find relevance, and play an important role in our school.

¹⁴ <https://www.teacherpowered.org/inventory/wildlands-school>



2. Meaningfully Involve Families and Communities

Teacher-powered teams actively seek out and engage families and community members in designing and leading the school. Many teacher-powered schools are also [community schools](http://www.communityschools.org/default.aspx)¹⁵ precisely because community schools embrace collaborative leadership as part of their model and are committed to serving the whole child. A 2017 report from the Institute for Education Leadership states,

“Community schools are the kind of public schools that families want and children deserve... Where students have a voice in what their school looks like; where families are respected and engaged; where neighbors gather; where the wisdom and assets of the community are respected; and where students, families, neighbors, and community partners work with school staff to shape the school’s priorities.”¹⁶

Meaningfully involving students, families, and communities goes beyond asking for their opinions. **It means intentionally involving them in the design process, actively encouraging families and community organizations to be on campus and involved in student activities, and valuing families as experts in their larger communities.** Researchers Eric Toshalis and Michael Nakkula describe how this practice often goes against the status quo: “Accordingly, being student centered in teaching and using student voice to direct at least some of the activity in schools may require educators, administrators, and policymakers to advocate for a reform agenda that challenges current standardizing practices. In doing so, it is crucial that educational resources be allocated in ways that maximize impact, especially when time and money are at a premium.”¹⁷ Teacher-powered teams are willing to take on these challenges in order to give all stakeholders more meaningful roles at their schools.

15 <http://www.communityschools.org/default.aspx>

16 Community Schools: A Whole Child Framework for School Improvement, 2017. Institute for Educational Leadership.

17 Toshalis, Eric and Michael Nakkula. 2012. “Motivation, Engagement, and Student Voice.” Jobs for the Future.

THE HOW: In practice, what does this look like?

This practice is embedded both in the structures of teacher-powered schools and in their cultures. On paper it looks like opportunities for families and community organizations to serve on committees and teams with students and staff. It may mean regularly scheduled activities during non-school hours where the physical building is used for adult education, community trainings, or social services. It can also look like mentors for students and community leaders co-leading projects with teachers. Teacher-powered teams also find ways to engage parents who work long or non-traditional hours, opening school on the weekend for conferences, and offering phone or video conferencing options.

Beyond formal ways for students, families, and communities to be involved, teacher-powered teams create welcoming environments where everyone is treated as a valuable member of the larger school community. It is the big things and the little things that make a difference. Teacher-powered collaborative cultures extend beyond the educators and include collaboration with all stakeholders in order to best serve all students.

Below are examples of what this looks like across multiple autonomy areas.

- Teams may devote time and funds for home visits, encouraging parent participation in some projects, and internships allowing students to gain credit while working to better their own communities.
- Teams may decide to adopt a year-round schedule or adjust daily start and end times to better meet the needs of the students and community.
- Teams may advance a bilingual and bicultural program that is different from the district's standard language immersion.
- Teams may decide to use a community schools model to meet the needs of the whole community, including offering medical and dental services, opening their campuses after school hours for activities and adult education, and providing social services connections.

SCHOOL STORIES

Here you will find examples of this practice from two teacher-powered teams. Remember that each school uses this practice differently depending on what works best for their team and their students.



[Academia de Lenguaje y Bellas Artes](#)¹⁸ (ALBA), Milwaukee, WI

By co-founder and co-leader Brenda Martinez

Sixteen years ago when we were getting ready to open the doors to our school, we met with our newly established parent group. They were our founders, charter holders, PTO, Governing Board, and partners in this new journey to improve education for bilingual students on Milwaukee's south side. At this meeting we went through a laundry list of topics with uniforms being a pivotal moment in the balancing of the powers of the school.

As educators creating a school for students to experience and express themselves through the arts, we believed uniforms were the embodiment of conformity the antithesis of creativity. The parents on the other hand believed that uniforms created pride in the school and maintained a cultural aspect from their education in Latin American countries. Setting aside our beliefs about uniforms stifling self expression, we came to consensus with parents and set a follow up date for a uniform fashion show to choose colors and patterns.

The first location for ALBA school was temporary. For one of the potential future locations, three of the staff members met with the architects and facility planners to choose components for a new school building. As the time drew near to discuss the actual move to the new building, a wrench was thrown into the plan—which required we switch from a K-5 school to K-8. During the critical discussions about moving and increasing grade levels, one founding parent's voice rang out above the others saying, "Why are we moving for new chairs and desks if it means we have to change everything about our school?" Once the parents in the whole school meeting heard the parent say that, there was an overwhelming vote to remain in the first location until the district could find somewhere else for us to go. As staff we give parents the opportunities to express their opinions and make deciding votes on policy and, in this case, location. In Spanish this is known as *voz y voto*.

¹⁸ <https://www.teacherpowered.org/inventory/academia-de-lenguaje-y-bellas-artes-alba>



[Math and Science Leadership Academy](#)¹⁹ (MSLA), Denver, CO

By co-lead teacher Blaire Ritchie

At the Math and Science Leadership Academy we believe it is incredibly important to include our stakeholders in decision-making processes by regularly soliciting authentic feedback. We have a number of teams and committees with student, parent, and family representatives—as many schools do. For MSLA, I think the most important aspect of engaging families is truly *listening* to feedback and *acting* on it in a timely manner. Demonstrating to stakeholders that their voices matter even in the most minor decisions builds trust and buy-in to engage their voices in more major decisions. For example, when we listen to and act on feedback for minor decisions like food and decorations details for a family night, we build rapport to engage in more challenging decisions like budget cuts or programming decisions. We work to not only build initial trust, but also maintain this trust by consistently listening to and acting on the feedback we receive.

Our parents are involved in our Collaborative School Committee (CSC). We choose our CSC by nomination (self or other) and a voting process open to all MSLA parents. This committee is comprised of the two lead teachers, one non-lead teacher, three parents, and one community member. The CSC is annually tasked with taking our enrollment projections and budget allocation and determining how those dollars are spent. Specifically, they determine programming for the number of ELA-E sections (homerooms taught primarily in English), ELA-S sections (homerooms taught primarily in Spanish), special offerings, and math and literacy intervention FTE. The team gathers input from MSLA teachers and staff, but the decision is made by the CSC. This often includes reducing and/or adding positions, based on needs. Because we are such a small school, our offerings do change from year to year, which calls for a strong CSC for these decisions.

¹⁹ <https://www.teacherpowered.org/inventory/mathematics-and-science-leadership-academy>



3. Honor Student Voice and Choice

As more and more programs have moved toward personalized learning, there has been a positive shift to include students in designing their own education. Teacher-powered teams have been doing this for decades because they understand the benefits of meaningfully including student voice and giving students choices in their learning. These teams actively hold up student voice and choice in designing learning and making school decisions.

In their work on student motivation and engagement, Eric Toshalis and Michael Nakkula write, “To learn something deeply, students need to internalize it and make it their own. To be able to use that learning and influence issues that matter to them, students need to participate substantively: They need to practice leading in contexts that provide autonomy, agency, and the personalized attention of caring adults. Therefore, student voice activities revolve around the development and application of individual students’ skills, ideas, and connections to others, which make the learning inspired in such programs profoundly student centered.”²⁰

The type of learning Toshalis and Nakkula describe occurs intentionally, deeply, and regularly in teacher-powered schools. **Many teacher-powered educators start teacher-powered schools because they want to create these type of student-centered learning environments for their students and they are unable to at their current school.** Governance models that give teachers more authority and autonomy (pilot programs, innovation zones, charters, etc.) attract innovative and entrepreneurial educators looking to meet their students’ needs in unconventional ways. Student voice and choice is a good example of something once considered highly innovative that has found its way into more mainstream programs.

²⁰ Toshalis, Eric and Michael Nakkula. 2012. “Motivation, Engagement, and Student Voice”. Jobs for the Future.

THE HOW: In practice, what does this look like?

At the middle and high school levels this practice can look like self-directed, project-based learning where students research and design their own projects based on what credits or standards they need to meet. Some schools use a modified project-based curriculum where students do this for part of the year or only in certain subjects. Student voice and choice extends beyond learning programs to other areas such as school policies where students help set *and* enforce community norms. Many teacher-powered teams have flexible seating arrangements in classrooms or provide students their own individual work spaces in a larger central area where students plan their day, checking in with their advisor to make sure they are making progress.

In elementary school, student voice and choice is still a consistent teacher-powered practice, in age-appropriate ways. Many teams allow students freedom of movement, choice in ways to show content mastery, and avenues for students to express their opinions on everything from school activities to their experiences with their teachers. Student-led conferences and community presentations are common practices at all grades, giving students the opportunity to own their learning and be able to describe it to an audience.

Below are examples of what this looks like across multiple autonomy areas.

- Teams may include students in a branch of school governance, such as assembly, where students create, debate, and pass school proposals that are then taken to the teacher team for approval.
- Teams may have students contribute to the teacher evaluation process, collecting their experiences as part of 360 degree evaluation.
- Teams may include students on the hiring committee, encouraging them to be part of the design process as well as the interview, observation, and final decision.
- Teams may allow students freedom of movement, including flexible seating arrangements, open access to restrooms, water bottles, and quiet spaces.
- Teams may choose project-based learning programs and units, allowing students to design learning in areas they are passionate about.

SCHOOL STORIES

Here you will find examples of this practice from three teacher-powered teams. Remember that each school uses this practice differently depending on what works best for their team and their students.



[Boston Day and Evening Academy](#)²¹ (BDEA), Boston, MA

By teacher Jennie Hallisey

BDEA has a motto: “Students First”. Whenever we make decisions regarding specific systems, or individual student needs, it is always with the student’s best interests in mind. However, nothing demonstrates these two words more prominently than how we actually include those same students in our decision-making, from the day-to-day, to the overall function of the systems that make the school tick.

Student Voice is a voluntary group of students who meet regularly and is BDEA’s version of student council. This group meets once a week and is advised by two to three staff members, including our Head of School. These meetings are open to everyone, with students invited to talk about “issues” together and, if necessary, the group will make recommendations that could bring about positive changes within school. Policies such as dress code and where to take the school trip at the end of the year are just a few examples of what *Student Voice* does.

In our curriculum—in a Humanities course called “Law and Ethics”—students learn about processes and systems by which our society makes changes. For the final course project, students select a policy or issue within our school community that needs examination. Students study the history of this policy, research other examples of how the topic is dealt with outside our school, and makes recommendations for change. Such issues that have had an impact on our school include an improvement in our school lunches, student opinions on the school’s response to chronic poor attendance, and how to respond to students who attend school under the influence.

Another significant example of how BDEA includes our student voice and choice is in our hiring process. When we hire new members of our staff, from teachers, to administrators, or support staff, we always have a student panel participate in the final round of interviews. In the first round of interviews, it is a committee of staff members that select the best candidates for the position, and who are “worthy” to meet our students. It’s a special conversation when we discuss the candidates with students because it not only demonstrates our trust in the students but it also reveals how much these students care about who is working in their school. This process is a true demonstration of student ownership in their education.

²¹ <https://www.teacherpowered.org/inventory/boston-day-and-evening-academy>



[Cornerstone Academy for Social Action Middle School](#)²² (CASA), New York, NY

By teacher Fran Rossillo

At CASA students are at the center of everything we do. This is manifested in the family atmosphere that permeates the halls and classrooms. Students know that they are welcome and that we are a family. Our staff get to know our students and their families and become familiar with any difficulties or dynamics that need to be addressed. When constructing classes we consider academic ability, social dynamics, and learning styles and try to place students with peers and teachers that are compatible.

Students are given choice in selecting electives that interest them. These electives are led by teachers and staff who are assigned based on their expressed interest in teaching or facilitating the course. Some examples include coding, hip hop, scrapbooking and art exploration. After-school activities are also based on student interest and input. All students have “Advisory” built into their schedules. Advisory is led by teachers and staff who are given the freedom to run the advisory as works best for their group. No two advisory classes look alike. Some become talking circles, some focus on conflict resolution and social dynamics, others focus on academic support. Many encompass more than one model in order to address students’ needs and choice.

A distinctive feature of CASA is “Community Circle” where we come together to celebrate and support one another. There are presentations from students which might include sharing written work or showcasing their dancing and acting ability. Community Circle concludes with public apologies and shout-outs. Students and staff have the opportunity to recognize others for overcoming a difficulty, making improvements, and meeting personal milestones. Students are encouraged to reflect upon their performance and behavior and make apologies where appropriate. This allows students to take ownership of their conduct make a commitment to improve with the support of the community. At CASA we are a family. The heart of any family is the children. At CASA our students know that. They feel that. We live it every day.

²² <https://www.teacherpowered.org/inventory/cornerstone-academy-social-action-middle-school>



Escuela Verde²³ (EV), Milwaukee, WI

By advisor Zaynab Baalbaki

Escuela Verde is a public charter high school located in Milwaukee, WI. Our school values are social justice, peace, and ecology. Escuela Verde is not only a school that utilizes all 15 forms of teacher-powered autonomies, but also can be defined as a student-powered school. Student voice is central to the operations of the school. Students have many opportunities to direct their individual experiences at EV, from choosing their own advisor for the year to more foundational choices like restorative justice.

Students have autonomy and power at EV in many forms, three ways students get to practice and utilize their power at school is through projects/workshops, town halls and through restorative justice.

Students who enroll at EV are deciding to integrate into a different model of education. Students take a course to help them with this transition, Transitional Seminar. It is through this seminar that students learn about the project process and project-based learning which is the instructional foundation of EV. Students earn credit by creating projects that they are interested in, they are captains of their educational ship and can steer it in any direction. Essentially, each student is graduating with a curriculum that is unique and meaningful to them. Similarly, students sign up for workshops that advisors lead, they are able to decide which ones they want to attend. This is based on what they need credit in since the students always have access to their credit. They are knowledgeable about what credit they still need. Furthermore, once a student is confident in their transition into EV and comfortable leading, they are welcomed to lead a workshop for their peers. Seniors will often do this as part of their senior thesis since each student is required to have three action items and many opt to teach their peers.

Another example of student-powered democracy at EV is through townhalls. Townhall is a time for staff and students to gather and talk about the highlights of the school. Additionally, students are welcome to present issues to the student body and propose solutions. Once the townhall is over the students receive a survey to vote on the solution they would like to see implemented.

Lastly, students are integral to climate building at school through our restorative justice practice. Students are involved in Circle Keepers which is a group of students who facilitate circles for their peers. The Circle Keepers are present for issues between students and also for support circles when a student has trouble completing work. The Circle Keepers serve as liaisons to the student body and staff. Escuela Verde has utilized the circle process in their advisory times having weekly circles in efforts to normalize circle practices and have a school-wide culture shift regarding circle practices.

All these are examples of how student-powered spaces are essential to the daily expectations at Escuela Verde. It is through the student-powered initiatives that makes it easier to be a teacher-powered school.

²³ <https://www.teacherpowered.org/inventory/escuela-verde>



4. Cultivate a Collaborative Culture

Teacher-powered teams go above and beyond to create an honest, collaborative culture of ownership and teamwork. “Collaboration among educators is critical, not just because working with other teachers is a nice thing to do and it makes school a more pleasant place to be. In fact, it turns out that high-performing schools—similar to high-performing businesses—organize people to take advantage of each other’s knowledge and skills and create a set of common, coherent practices so that the whole is far greater than the sum of the parts.”²⁴ These teams prioritize collaboration, learn collaborative skills, practice and refine these skills, and address the inevitable tensions that arise when working with other humans.

Investing in these collaborative practices not only creates better working conditions for teachers, but models this skill to students and leads to better learning environments for students. **These teachers use the collaborative practices they utilize with their colleagues and apply them in their classrooms.** This creates a positive cycle of building on colleagues’ ideas, try out new teaching methods and lessons, and encouraging students to do the same. “Employees in high-performance organizations responded favorably to...having an open, trusting, and collaborative environment, which lends itself to the ability to be innovative...feeling that their input and point of view are valued, and they are encouraged to come up with new and better ways of doing things. The culture in high-performance organizations fosters a certain level of risk-taking...There seems to be an understanding that innovative ideas can spring from all levels of the organization and that having a mix of employees with different styles and strengths is a breeding ground for developing innovative products.”²⁵ Modeling collaborative culture and practices teaches students valuable 21st century skills to take on to college and careers.

24 Darling-Hammond, Linda. 2017. *Empowered Educators*. Jossey-Bass.

25 Joseph, Claire. Fall 2008. “High-Performance Norms: What Distinguishes the Best from the Rest?”

THE HOW: In practice what does this look like?

Collaboration can look and sound differently depending on the group. It often means intentionally planning time...time to discuss, time to design, time to try new things. Time is a valuable resource, and is often in short supply. Collaborative teams know that if they don't create time and space for collaboration it won't happen authentically.

It also means that teams create space, both physical and mental space for their colleagues to gather, debrief, and plan. Some have actual collaboration rooms, some plan retreat time on or even better off campus, others make the best of their limited space and time and carve out extra minutes in weekly meetings for collaboration time. Teams also use protocols that help them work through conflicts such as COIN conversations or create their own process like Avalon's Communication and Mediation flow chart. Beyond these scheduled opportunities, teacher-powered teams engage in informal collaboration throughout the day. Co-teaching, leading projects together, debriefing over lunch or coffee. All of this contributes to the overall collaborative culture.

Below are examples of what this looks like across multiple autonomy areas.

- Teams may design structures that require collaboration across subject areas and grade levels.
- Teams may co-teach regularly, co-lead projects, or partner with a colleague when leading student activities.
- Teams may develop processes that value collaboration and diverse experiences when designing school elements and implementing programs.
- Teams may designate time and funds for regular retreat time off campus and over multiple days to engage in team building, trust, and shared experiences.
- Teams may use restorative justice practices for staff conflict, restoring trust and community norms to their team.

SCHOOL STORIES

Here you will find examples of this practice from three teacher-powered teams. Remember that each school uses this practice differently depending on what works best for their team and their students.



[School for Examining Essential Questions of Sustainability](#)²⁶ (SEEQS), Honolulu, HI

By founder and school leader Buffy Cushman-Patz

A specific practice that works really well for us at SEEQS is to have a running, collaborative, digital agenda for all of our faculty meetings and PD to help facilitate our live, face to face meeting. Our norm is to sit in a circle when we meet. We all have our computers with us and opened up to the shared digital (Google) document that has the minute-by-minute agenda planned out, with hyperlinks that everyone can access. It's a live document that everyone can contribute to (ahead of time or during the meeting) and it also serves as an archive of our discussion topics, major points raised, relevant related documents, etc.

Sometimes folks end up using the comment feature to have a side conversation that can be followed up on later. Each meeting starts with a greeting and sharing (morning meeting style, like we do with students in advisory), sometimes an activity, before we get into the meat of the meeting. We also review our co-created faculty norms before each meeting, and we use a "community ball" as our talking piece as we move through the agenda. Each meeting ends with "housekeeping" which is actually done silently because everyone records their announcements in the shared documents and we just read them to ourselves (because it's faster), and then recording plus/deltas on the meeting in our live document. There's also a section to include suggestions for future meeting topics.



[Another Course to College](#)²⁷ (ACC), Boston, MA

By founding teacher Robert Comeau

Another Course to College (ACC) is a Boston pilot school, a structure that gives us union protections along with a range of autonomies from district control. Those autonomies are spelled out in our Election to Work Agreement (EWA), and upon our formation, teachers and administration forged a document that balanced autonomy with accountability. I have taught English to seniors at ACC for 20 years, and I was there when we transformed from a two-year program to a four-year pilot high school. Thanks to our current leadership, we have strong collaborations between teachers, our administrator and the district; our own building in Hyde Park; more dialogue across disciplines and grade levels; and emerging work on becoming an anti-racist institution.

²⁶ <https://www.teacherpowered.org/inventory/seeqs>

²⁷ <https://www.teacherpowered.org/inventory/another-course-college>

At our foundation, our EWA sought to blend autonomy and accountability. Over time, we've worked to build a culture of collaboration and a work ethic for going above and beyond. We're a small school, and that means extra work for staff members, but we have a culture where people volunteer to serve in roles that fit them, to solve problems that they recognize, and to "un-volunteer" when overwhelmed or when work doesn't match their strengths or interests. As we have grown as a school, we have worked to build internal accountability among the teaching staff, and to bridge individual autonomies with a collective culture of rigor, nurture, support and collaboration.

We have become an inclusion school without tracking, with Honors options within classes, and serve more students who have special needs and who are English language learners. We have shifted our practices along with our student population, and our department has embarked on a new survey on what we're asking students to read, and at what pace. We're also asking each other questions on assessments, homework, supports and accountability, and having conversations about building internal accountability between students. As a school, we have asked teachers to share their most cognitively demanding task in a term, and in their mid year exam, and to measure its demand according to a rubric we adapted. Just as in our department work, we saw that as a school, when we examine what we're doing individually and collectively, we saw improvement in what teachers self-reported, in this case, in increased cognitive demand of assessments. That was supported by peers looking at each teacher's chosen assessment together, and collaborating on accurate rubric scores. We've done the same thing by looking at text complexity in each class, and saw similar improvements in rigor.

Our school has also experimented with models of peer evaluation and development, which continue to evolve. Next year, we will embark on a survey of anti-racist practices, within our classrooms, and as an institution. We have learned over the years that authentic collaboration for accountable growth is a rewarding challenge, one that we need to renew continuously, and will improve imperfectly. With internal accountability, we better see our own and each other's strengths and challenges, and are working to inhabit that space with vulnerability, integrity and hope.



[Souderton Charter School Collaborative](#)²⁸, Souderton, PA By teacher Julie Cook

As described in our charter, the Souderton Charter School Collaborative's mission is to provide an experiential, individualized education that includes parent and community partnerships. The founders envisioned the school would achieve its mission through a collaborative leadership model. Organized in teams, co-teaching enables teachers to collaborate throughout the day. In addition, both administrators and teachers participate in professional development teams. These teams are organized around "Five Strands of Leadership": (1) The Leadership/Organizational Development Teams are responsible for facility management; budget; district, state, and school board communication; compliance; and hiring. (2) The Instructional Coordination Teams oversee data analysis, special education, English language learners, and specialist coordination. (3) Professional Development teams provide PDS (professional development systems, i.e., professional learning communities) oversight, curriculum coordination, peer coaching, and best practices investigations. (4) Those serving in the Community strand are responsible for much of our outreach and community building, including service learning, social-emotional learning, community partnerships, evening collaboration nights, Saturday workdays, and more. (5) Finally, the school has adopted a number of Initiatives; this group has launched design thinking, Common Core Standards implementation, a resiliency effort, and more. Through this governance structure, the school is able to work toward meeting the goals of its mission and charter.

Another important team at SCSC is the Collaboration Committee, which is a voluntary team of faculty members who collaborate to make school-wide decisions. These decisions include facets of all five strands. Although all administrators and teacher-leaders participate in multiple "PDS" teams, this Collaboration Committee includes many interested faculty members. There is a process for adding agenda items, including a reference to the mission of the school. Time and sensitivity are also included. The agenda includes a section for note-taking so that those who are unable to attend can also understand information shared. The group has agreed to a "fist-to-three" decision-making process that helps streamline group decision-making. After members propose an actionable course, the members indicate their agreement. A "fist" indicates a "no" vote. A "one" indicates that the voter has reservations and would like to be heard or would like to ask clarifying questions. A "two" indicates a "yes" vote. A "three" indicates a "yes" vote, with an agreement to also work to make the proposal a reality.

²⁸ <https://www.teacherpowered.org/inventory/souderton-charter-school-collaborative>

SCSC has five strands of Professional Development Systems (PDS); these are teams of teachers, directors, coordinators, coaches, board members, and/or parent groups who support the mission of the school. They include the following:

- Leadership: Facility Management, Budget, District/State/Board Liaisons, Compliance, Hiring, etc.
- Instructional Coordination: Data Analysis, Special Education, ELL, Specialist Coordination, etc.
- Professional Development: PDS (Professional Learning Communities) Oversight, Curriculum Coordination, Peer Coaching, Best Practices, etc.
- Community: Service Learning, Social Emotional Learning, Community Partnerships and Outreach, Evening Collaboration Nights, Saturday Work Days, etc.
- Initiatives: Shared Visions, Design Thinking, Common Core Standards Implementation, Resiliency, etc.



5. Embrace Transparency in Decision-Making

Transparency and trust are essential at successful teacher-powered schools. Transparency in all areas big and small contributes to trust in each other and the overall model of decision-making. Often at schools, areas that aren't traditionally transparent, for example budgeting, are done by the principal.

At teacher-powered schools these areas are open to all teachers which allows everyone to better understand how and why decisions are being made. Many teams choose to use committees (budgeting, personnel, curriculum, etc) to spread out the workload and then these committees report back to the whole group. Decision-making done in committees is documented for transparency. For important decisions impacting the whole group there is often time for discussion and feedback from the larger group before final decisions are made. This not only creates more buy in, but allows teams to debate and build consensus.

Other professional groups such as doctors and lawyers have long used self-governing models. By examining those models teacher-powered teams can learn valuable lessons in what makes those professional partnerships successful. In reflecting on physician partnerships, Mitchell Kusy, Louellen Essex, and Thomas Marr sum up the role of transparency on collaboration: "Fostering collaboration by promoting cooperative goals and building trust, and strengthening people by sharing information and power and increasing their discretion and visibility."²⁹

²⁹ Kusy, Mitchell et al. 1995. "No Longer a Solo Practice: How Physician Leaders Lead." *The Physician Executive*. 21: 11-15.

THE HOW: In practice what does this look like?

Teams prioritize being transparent with each other through shared documents, co-created agendas, and when possible open spaces designed for collaboration. **This practice is one that permeates the culture of the school.** Open door policies, personal accountability, being willing to talk through hard topics and ask challenging questions contribute to overall transparency. Many teams have protocols such as Fist to Five³⁰ that have everyone vote on issues before making decisions. Some teams have found it helpful to bring in outside facilitators to coach them through some of these issues.

Below are examples of what this looks like across multiple autonomy areas.

- Teams may decide use transparency in budgeting to spend more money on a certain grade level or department one year with the understanding that this benefits all students, such as buying new science lab equipment. The next year, they may do something entirely different.
- Teams may have shared folders, databases, and documents where all team members have access to agendas, notes, budgets, proposals, etc and are encouraged to regularly check in on these, add to them, and ask questions.
- Teams may encourage each other to spend informal time in each others' classrooms.
- Teams may have procedures to clear up interpersonal tensions, agreements not to gossip or talk about decisions outside of meetings.
- Teams may have procedures that give members opportunities to voice concerns and if not voiced, then publicly support the team's decision.

30 <https://www.teacherpowered.org/guide/resources/fist-five-voting-and-consensus-process>

SCHOOL STORIES

Here you will find examples of this practice from three teacher-powered teams. Remember that each school uses this practice differently depending on what works best for their team and their students.



[Augsburg Fairview Academy](#)³¹, Minneapolis, MN

By Executive Director Heidi E. Anderson

At Augsburg Fairview Academy, we embrace transparency in a number of ways: fostering a foundation of openness, fostering growth mindset, and improving intercultural communication. First, we believe that all information able to be shared, should be available to all staff. Staff meeting, partnership, school board, and committee minutes are always available in Google Drive and easily accessible. The free-flow of information is critical to empowering teacher and staff leaders to take ownership of our school community. All meetings are open, according to open meeting law, and all staff are invited to attend. Second, we believe in fostering a growth mindset. A school culture where teachers are provided opportunities to try new things and make mistakes allows teachers the leverage to explore new methods and approaches.

Teachers grow together through peer observations and reflect on practices that are working or could be improved prior to a formal administrative evaluation. Teacher Round Table is a teacher led learning opportunity that occurs twice per month for teachers to come together with the administrator, reflect, and explore topics they are passionate about. Finally, improving intercultural communication is a key to embracing transparency. Learning how we communicate as individuals and how others communicate reduces conflict and increases productivity and teamwork. Communication is the key to transparency and building trust among all staff members. Open and honest dialogue among all staff gives the opportunity to voice frustrations, problem solve together, and improve relationships between teachers, staff, and administration.

³¹ <https://www.teacherpowered.org/inventory/augsburg-fairview-academy>



FRANCINE DELANY
New School For Children

[Francine Delany New School For Children](#)³², Asheville, NC

By teacher Jessica Roberts

Francine Delany is a teacher powered public charter in Asheville, NC. We are in our 22nd year of operation. We are a small school with one class per grade and 180 students K-8.

Francine Delany is fully governed by teachers. We use a collaborative team structure as our governance model. Francine Delany has a small group of teachers representing all grade spans who sit on the Executive Council. This group acts as the principal of the school. We share this responsibility through a rotating schedule so that every full time teacher has an opportunity to serve on this team. This team guides our staff meeting agendas, initiates staff evaluations, takes care of parent and teacher concerns/grievances, and student discipline/management and support. We report to the Directorate (all staff) each week at our Directorate meetings. We share minutes from the Executive Council meetings through a shared Google doc.

Teachers at Francine Delany all take on administrative roles each year. We chair and facilitate committees, parent groups, problem solving teams, school improvement team and sit as non voting members on the Board of Directors. We ensure transparency within all of these teams by collaboratively creating agendas, using protocols to guide discussion and data analysis and share minutes from these teams and groups on our shared Google drive. We strive to have representation from all grade spans on most of our teams/groups and create space at our weekly staff meetings to share minutes from all team meetings.

32 <https://www.teacherpowered.org/inventory/francine-delany-new-school-children>



[UCLA Community School](#)³³, Los Angeles, CA By coordinator Rebekah Kang

UCLA Community School is a K-12 public school located in Los Angeles, California serving approximately 1000 students. The original design team consisting of UCLA professors and administrators, teachers, and community members envisioned a school that would be an innovative model for public education. This meant that our practice would be transparent and open to fellow coworkers, parents, community members, and to the public at large. Once the school opened, we quickly realized that if we wanted to share our practice with others, then every aspect of our school—from what happens in the classroom to what happens in team meetings—needed to be transparent.

As we embraced transparency, we found many benefits:

- Increased level of trust amongst colleagues
- Genuine collaboration to improve learning programs and schools
- A true sense of teamwork amongst teachers, staff, and community members
- A strong culture of professional learning

How did we embrace and enact a culture of transparency? These simple and practical actions ensure that our practice is open:

- Start with the classroom: We actively encourage parents, community members, teachers to observe classrooms. Whenever we hire new teachers, we tell them that our practice is open, so they should not be surprised to see visitors.
- Co-create agendas: Facilitators send out agenda items to the team before the meetings, so team members can provide input and prepare for the meeting.
- Consistently maintain meeting notes: This seems obvious, but it requires discipline and organization to ensure that meeting notes are kept and decisions are documented. Transparency is usually broken when team members feel that decisions made from previous meetings were not honored. Meeting notes ensure that decisions are transparent and honored.

These simple practices are the first steps to building a culture of transparency that can lead to trust, collaboration, and improvement for teaching and learning.

³³ <https://www.teacherpowered.org/inventory/ucla-community-school-ucs>



6. Create Shared Leadership Structures

Shared leadership structures are one of the defining characteristics of teacher-powered schools. These teams value checks and balances and want to include teachers in a wide variety of teacher leadership roles. This ensures that diverse experiences and opinions are present for all decisions.

One practice that sets teacher-powered schools apart from more traditional schools that encourage teacher voice and leadership are these shared leadership structures. When teams create structures that include teachers at each level of leadership it becomes part of their processes and culture. Instead of just encouraging teacher leadership, it makes it an integral part of their school system.

Similar to other high performing organizations, schools use shared leadership structures to fully empower their teacher team at every level. This leads to a more engaged staff willing to take accountability for their decisions. “Empowering teams have proved useful for many organizations as they increase ownership, provide an opportunity for developing new skills, increase the overall interest in projects, and otherwise facilitate decision-making where the work is being done”.³⁴ Every program and initiative needs the often discussed “buy-in” of the people doing the work. Teacher-powered takes this concept to the highest levels by creating ownership of decisions because the teachers are actually making them.

The success of shared leadership structures depends both on the structure itself (does it work for the team of teachers currently using it?) and the relationships of the people in those roles. Teacher-powered teams nurture the relationships as well as support the actual roles supporting James Spillane’s observation in his *Distributed Leadership* book: “A distributed perspective offers an alternative way of thinking about leadership in schools by foregrounding leadership practice and by suggesting that leadership practice is constructed in the interactions between leaders, followers, and their situations.”³⁵

34 Jackson, Bruce and Susan R. Madsen. 2005. “Common Factors of High Performance Teams.” Utah Valley State College.

35 Spillane, James P. 2006. *Distributed Leadership*. Jossey-Bass

THE HOW: In practice what does this look like?

Most often this practice looks like democratic decision-making and representation where teams value the collective decisions over individual decisions. Shared leadership structures occur with small teams of less than five teachers or large teams with over fifty teachers. No matter the staff size there are clear pathways of accountability and communication which are communicated to parents and community members to avoid questions around, “who is in charge here?” Importantly, teams that use shared leadership structures model democratic practices to their students and often include students in their shared leadership decisions. For sample school leadership charts from a variety of schools please see our Steps Guide at <https://www.teacherpowered.org/guide/storming/leadership>.

Below are examples of what this looks like across multiple autonomy areas.

- Teams divide up responsibilities and decision-making among committees, departments, grade levels, and/or teams with each group accountable to the whole team.
- Teams vote on leadership positions including school leader, committee leaders, grade level teams.
- Teams create structures where all teachers serve on some leadership committee and then these groups report back to the whole team for final decisions.
- Teams divide up administrative tasks traditionally completed by a principal to allow all school leaders to teach regularly or have an advisory.
- Teams have an expectation that each member will serve on at least two leadership committees or take on one larger leadership role.

SCHOOL STORIES

Here you will find examples of this practice from three teacher-powered teams. Remember that each school uses this practice differently depending on what works best for their team and their students.



[Avalon School](#)³⁶, St. Paul MN

By advisor and program coordinator Carrie Bakken

Since its inception, Avalon operates as a teacher collaborative governance model. There are two important components of this model. First, Avalon School board operates as a teacher majority board and teachers participate in shared decision-making. Avalon has a nine-member board with five teachers, two community members, and two parents. The board members have diverse employment backgrounds that include legal, finance, managerial, and development experience. Because Avalon operates as a Teacher Collaborative, no single staff member has the sole authority regarding the management of the school including personnel, financial management, curriculum, testing, and enrollment. No one person holds the authority to make decisions without the team. While this may sometimes prove difficult, it does empower salaried teachers and translates into high teacher retention and significant ownership and accountability for the school program.

The second component is that all teaching staff members assume some administrative duties. By the beginning of 2005, however, Avalon created part-time Teacher/Program Coordinator positions to meet the increased administrative and operational demands of running a school. These teachers increased the percentage of their time spent on administrative duties and decreased the percentage of time spent with students, yet they have no increase in authority or decision-making power.



[The Boston Teachers Union School](#)³⁷, Boston, MA

By teacher Taryn Snyder

The Boston Teachers Union School was built on the idea of shared leadership and democratically running a school. In the first 2-3 years of existence, Simmons University provided ample support and coaching through Jill Taylor and Roberta Kelly. Jill and Roberta helped our founding teachers to create decision-making buckets and document how we were making the decisions and which category they fall into (designated teacher decisions, autonomous committee decisions, consultative committee decisions, or full faculty decisions).

³⁶ <https://www.teacherpowered.org/inventory/avalon>

³⁷ <https://www.teacherpowered.org/inventory/boston-teachers-union-school>

Along with the decision-making categories, creating and refining our committee structure and workload has also been an integral part of our shared leadership model. Now in 2019, we have four committees that essentially govern the school: Shared Leadership Committee, School Culture and Climate Committee, Instructional Leadership Committee, and the Anti-Bias Anti-Racist Committee. All faculty members are expected to participate on one committee. Committees meet once a month during our Thursday PD time (which is compensated) and at least one other time during the month. When the needs arise for more short-term teams (e.g. hiring, budget, scheduling, etc.), faculty members volunteer and Shared Leadership Committee creates the team keeping representation from all parts of the school in mind. Our Thursday afternoon faculty meetings are a major piece of our shared leadership model as well. This is the time during which we have all faculty present to review and revise school processes and protocols, look at data and student work, participate in shared learning opportunities, and further grow and define our shared leadership model.

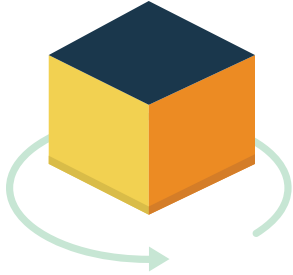


[The Urban Assembly School for Green Careers](#)³⁸ (UAGC),
New York, NY
By principal Madeleine Ciliotta-Young

At UAGC, we believe in supporting teachers who innovate, collaborate and lead. A significant portion of our school staff serve as teacher leaders in one capacity or another and a significant portion of the school's budget is set aside to ensure this happens. As a part of their responsibilities, teachers monitor progress on jobs and collaborate with an administrator on a regular basis through a 1:1 structure. As a part of the process, leads implement 360° of feedback (from administrators, peers, students and self assessment) against the posted job criteria. Lead positions also regularly meet through the Steering Committee to align responsibilities and ensure thorough communication on school-wide initiatives.

Lead positions consist of Curriculum Lead, Professional Development Lead, Recruitment Lead, Data Lead, Assessment Lead, Behavior Lead, Student Activities Lead, Testing Coordinator and Department Leads. Through these responsibilities and positions, teachers are able to make decisions on assessment criteria, grading policy, school calendar and events, school marketing, professional development offerings, behavior intervention structures and many others. The glue that holds the positions together is the theories that under-gird the pedagogy and school structure. All innovations, initiatives and projects that stem from these lead positions are to better live out the school's core values within the framework of the school's research based pedagogy.

38 <https://www.teacherpowered.org/inventory/urban-assembly-school-green-careers>



7. Reimagine and Rotate Leadership Positions

It is widely acknowledged that our education system is struggling to keep up with the needs of today's students. Moving away from industrial era ideas about bosses and workers allows teacher-powered teams to better govern and run schools to meet the modern needs of students. These teams are doing what renowned social scientist Margaret Wheatley describes in *Leadership and the New Science*: "Our concept of organizations is moving away from the mechanistic creations that flourished in the age of bureaucracy. We now speak in earnest of more fluid, organic structures, of boundaryless and seamless organizations. We are beginning to recognize organizations as whole systems, constructing them as 'learning organizations' or as 'organic' and noticing that people exhibit self-organizing capacity."³⁹ **Once the structure evolves, the roles people play in the structure also evolve** allowing people to grow beyond traditional roles and learn new skills that improve the overall school community.

As teacher-powered teams grow and evolve one of the most important issues that comes up is sustainability. How do teams continue their teacher-poweredness when founders or key leaders retire or move on? Rotating leadership positions is one answer to this inevitable problem. **Rotating leadership positions also helps diffuse power and builds understanding of each position's unique responsibilities.** When teachers have served in a variety of positions this helps everyone see the bigger picture beyond their own classrooms, subjects, and interests.

When teacher leaders rotate positions this makes the school team stronger. Spillane writes, "Leadership is a system of practice made up a collection of interacting component parts in relationships of interdependence in which the group has distinct properties over and above the individuals who make it up."⁴⁰ This works for small staffs and helps to lessen the impact when a colleague leaves the school and for larger teams so multiple people know and understand how to be leaders in a variety of areas.

39 Wheatley, Margaret J. 2006. *Leadership and the New Science*. Berrett-Koehler.

40 Spillane, James P. 2006. *Distributed Leadership*. Jossey-Bass.

THE HOW: In practice what does this look like?

This practice is often connected to the previous one of shared leadership structures. Here, teams recognize that institutional knowledge needs to be spread amongst themselves for long-term sustainability. Teams take turns filling key roles to build the collective leadership capacity of the whole group. Some teams have term limits for committees, positions, and roles. Others are more informal and have a cultural expectation that teachers will rotate on and off their leadership roles and train others.

Roles differ at each school. Some teams embrace a completely flat leadership structure, others' organizational charts look more traditional but the accountability doesn't take hierarchical pathways. For example, a team may have a site administrator, but that administrator is first accountable to the collective teacher team, not an external entity. At most teacher-powered schools that have administrators, the administrator either shares that role with a co-leader, takes on some teaching assignments, or leads an advisory. Teachers also take on a wide range of administrative or leadership tasks contributing to the distributed leadership model. This includes attending district meetings, coordinating state, district, and authorizer testing, creating budget proposals, ensuring compliance for special education laws, and much more.

It is also important to note that at many teacher-powered sites students take on roles beyond the normal student activities and student leadership. Students often serve on hiring committees designing questions, interviewing candidates, observing lessons, and helping to make the final decision. Students also lead restorative justice programs, research and plan off campus trips and events, and leading community engagement activities.

Below are examples of what this looks like across multiple autonomy areas.

- Teams pair veteran and newer teachers on committees to transfer institutional knowledge and cultural expectations with each member serving multi-year limited time on each committee. Each year some teachers roll off current committee assignments and new members join.
- Teams encourage multiple teachers to get their administrative credentials so those tasks requiring an administrator can be rotated among a group of teachers; or invest funds to train teachers to do administrative tasks such as budget, special education oversight, or evaluation without the intention or expectation that these teachers will become administrators.
- Teams invest in budget and human resource training for a variety of team members to ensure the school is compliant with state and federal funding and HR laws.
- Teams have term limits for committees, leadership positions, and teams.
- Teams may train students to be part of school decision-making and provide opportunities for them to observe and participate in democratic decision-making at the site level.
- Teams may embrace non-traditional duties for administrators, teachers, and students for example teachers taking on administrative duties and administrators teaching classes and leading advisories.

SCHOOL STORIES

Here you will find examples of this practice from three teacher-powered teams. Remember that each school uses this practice differently depending on what works best for their team and their students.



[Reiche Community School](#)⁴¹, Portland, ME

By teacher David Briley

Reiche Community School has a leadership practice that cultivates new leadership while also keeping the growth and talent of previous leaders to maintain the strength of their autonomies. Reiche has been teacher-powered without a principal since 2010. We have three lead teachers that help share the administrative role. Two of the teacher leaders are released for half of the day to be a teacher/coach and half of the day to handle operational issues. Often when a principal leaves a school, they take many aspects of the school culture and initiatives with them. However, when one of the Teacher Leaders rolls off of their Teacher Leader position the model promotes them staying at the school in another position. For example, Kevin Brewster, one of the original Lead Teachers is now back in the classroom as a kindergarten teacher, but his knowledge base stays at the school, and with it the school culture moves forward.

In addition, every member of the staff serves on one of four committees, for which there are two co-chairs. The co-chairs along with the lead teachers make up the leadership team. Committee co-chairs roll off every two years so now many staff members have not only served on the leadership team, but their expertise and leadership is still in the school even when they have left that position. For example, a former co-chair of the Enrichment committee now brings their lens to the Climate committee, or still stays in the Enrichment committee with the knowledge of decisions made in the past. Every teacher feels like they have a voice and a pathway to leadership, and the retention of leadership helps to boost and maintain the climate of the school. Not so coincidentally, we have the highest teacher retention rate in the district.

⁴¹ <https://www.teacherpowered.org/inventory/howard-c-reiche-community-school>



[School of Social Justice](#)⁴², Los Angeles, CA

By teacher Jonathan Tam

The School of Social Justice, like other Los Angeles Pilot Schools, has a democratic leadership structure that allows for teachers, community partners, and students to take part in different aspects of the school's inner workings. At the foundation of the school is its Governing Board, which is comprised of parents, students, teachers, and administrators. Each member of the school's Governing Board is elected to the position and the board is largely responsible for decisions related to hiring, finances, and the implementation of programs at the school. Working very closely with the school's Governing Board is the Instructional Leadership Team (ILT), which is comprised of teachers from each content area, the school's instructional coach, representatives from different community partnerships as well as its Assistant Principal and Principal. The ILT makes the bulk of the instructional decisions at the school from coordinating the professional development schedule to implementing effective school-wide instructional practices.

Whereas only some teachers participate in the school's Governing Board and/or ILT, each teacher (based on preference) joins one of three pilot committees: Positive and Behavioral Interventions and Supports (PBIS), Parent and Community Empowerment, and Operations. These committees allow teachers to lead beyond the classroom in ways that help provide a whole-student approach to learning. The responsibilities of each committee will vary from year to year based on the committee's direction—but some of the more recent endeavors of the committees include intervening through behavior contracts, parent and community culture nights, as well as changes in the bell schedule for supplementary school programming including college classes and Social Justice Action Assemblies.



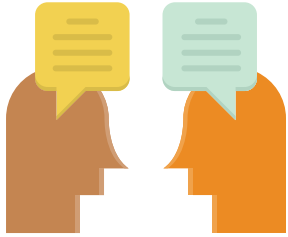
[Woods Learning Center](#)⁴³, Casper, WY

By Deyonne Jackson

At Woods Learning Center, 15 staff members (10 grade level teachers, one tutor, two special education teachers, one librarian and one administrative manager) make up the administrative team. The team divides the duties typically done by a principal among the team depending on strengths and interests. The administrative manager attends district principal meetings along with a certified teacher. Each certified staff member on the administrative team rotates through the district level principals' meeting. A sign-up sheet is distributed at the beginning of the year and a certified staff member signs-up to join the administrative manager. The administrative manager and teacher take notes and participate in district conversations and then shares information at the administrative team meeting at Woods Learning Center. Along with district principal meetings there are also district middle level alignment and principal cohort professional development meetings. One or two staff members volunteer to attend these for the year and rotate annually.

42 <https://www.teacherpowered.org/inventory/school-social-justice>

43 <https://www.teacherpowered.org/inventory/woods-learning-center>



8. Engage in Peer Observation

Teacher evaluation is one of the fifteen autonomies, however not all teacher-powered teams want or have secured this specific autonomy. Even at teacher-powered schools without teacher evaluation autonomy, almost all teams engage in the practice of peer observation. Teaching is an art, one that good teachers are continually tweaking and finding ways to improve. An important part of this professional growth is peer observation, mentoring, and coaching. Instead of observation having negative connotations, in teacher-powered schools teachers welcome this practice as one that allows them to learn and grow, whether they are the one being observed or the one observing.

Education thought leader Linda Darling-Hammond describes this well. “A major part of teachers’ ongoing professional learning takes place as they develop, in collaboration with their colleagues, the specific lessons and assessment tools they will use in the classroom.”⁴⁴ Teaching isn’t meant to be done in isolation. The siloed classroom doesn’t allow teachers to learn from each other or draw on the strength of their colleagues. Teacher-powered teams recognize this and intentionally design practices that allow them to collaborate on teaching as well as leading their schools.

Leadership inside and outside the classroom benefits from mentors and coaching, both of which are used in peer observation models. Wriston writes, “Implementing leadership development programs that emphasize a coaching style of leadership have proven effective in helping to create and strengthen accountability...[Components include]: 1) Encouragement; 2) Mentoring; 3) Confrontation.”⁴⁵ Peer observation benefits students and teachers.

44 Darling-Hammond, Linda. 2012. “Creating a comprehensive system for evaluating and supporting effective teaching.” Stanford, CA. Stanford Center for Opportunity Policy in Education.

45 Wriston, Michael J. 2007. “Creating a High-Performance Culture.” *Organization Development Journal*, Spring.

THE HOW: In practice what does this look like?

Teams are dedicated to improving their craft and learning from each other, through spending time in each other's classrooms and discussing challenges. Often this is informal at teacher-powered schools. Teachers wander in and out of each others' classrooms so often that students aren't distracted by the presence of other adults, it is just part of their normal day. This informal open classroom mentality allows for a general sense of the different teacher styles, lessons, and practices each teacher at the school has.

Peer observation also takes a more structured approach where teams have small cohorts or partners. In these groups they identify areas they want to improve in or students that may be struggling in their class. Timelines, pre and post meetings, and training in specific observation strategies help facilitate a smooth process. Some teams also pair teachers with coaches or mentors, especially for newer staff members.

Below are examples of what this looks like across multiple autonomy areas.

- Teams may have teachers share classrooms. At the middle and high school levels this may mean they alternate teaching periods with leadership or prep periods and spend time in their shared classroom regularly, not formally observing but having a regular presence.
- Teams may have small cohorts to observe each other, often at these sites the school administrator is part of a cohort as a member of the team for probationary teachers.
- Teams may adopt "open door" policies where teachers are encouraged to regularly spend time in each other's classroom, including prep periods, and provide informal feedback.
- Teams that are able to design the physical space of their schools may opt to put in walls of windows to have open classrooms where noise is contained but teaching and learning is easily observed.
- Teams may have regular time at staff meetings to discuss classroom management challenges, lessons that didn't go well, or students they are concerned about and invite colleagues to observe them and offer feedback.
- Teams may choose to have a person or committee trained in handling personnel issues, such as due process and maintaining confidentiality. This committee is accountable to the larger team of teachers without having to break personnel confidentiality laws.
- Teams may use partial autonomy when they can choose to engage in peer evaluations, but need the signature of an administrator to meet district and state requirements.

SCHOOL STORIES

Here you will find examples of this practice from three teacher-powered teams. Remember that each school uses this practice differently depending on what works best for their team and their students.



[Chrysalis Charter School](#)⁴⁶, Palo Cedro, CA

By principal Irene Salter

At Chrysalis we've slowly been evolving a peer mentoring program. It started with me asking teachers to choose a "cohort" based on self-identified strengths and weaknesses (via a Danielson rating). The "cohort" of 2-3 teacher peers could help each other with their self-identified strengths and weaknesses throughout the year. The following year we added a half-day sub for each teacher so that cohorts could observe one another or use that time to collaborate in other ways.

Peer observation is especially important for us with new teachers. A less than ideal experience with a new teacher prompted the teachers to create a better way of ensuring regular mentoring of teachers new to us. Now we include the following in each new teachers' contract:

As a teacher new to Chrysalis, you will be hired on a probationary basis. You will be assigned mentors to help in different areas. Chrysalis teachers will make observations in your classroom. There will be a first review meeting in mid-September, the second one in December (or earlier if needed) and a third one in February where the other co-op members will decide whether to offer you a contract for the following year.



[Mission Hill K-8 School](#)⁴⁷, Boston, MA

From their co-created Peer Review Handbook

Effective peer review begins by creating a climate of trust and collaboration. Creating such a climate means opening up your classroom or work space to colleagues, knowing one another's teaching or practice, and mentoring or being mentored toward best practice. We have created a system of ongoing peer review that includes, but is not limited to, the following examples of engagement: class or work space visits, videotaping, sharing and critiquing narrative reports, public presentations, child studies, and curriculum shares. Each staff member has at least one selected peer as an evaluator and one person selected by the Peer Review coordinator. Although each staff member is assigned a Peer Review team, contributions to support, acknowledge and improve one another as educators and colleagues is to be expected from everyone.

⁴⁶ <https://www.teacherpowered.org/inventory/chrysalis-charter-school>

⁴⁷ <https://www.teacherpowered.org/inventory/mission-hill-k-8-school>

Ongoing opportunities exist for support to meet prescriptions, seek understanding of expectations and facilitate conversation among the Peer Review team if needed. House meetings, Age Pair team meetings, Action Team meetings and Critical Friends are examples of such supports. Peer Review teams will share results of observations and feedback annually at the Winter retreat. This is also an opportunity for advisement for the evaluating team or evaluatee. We feel this process is authentic and effective. We believe those in the best position to evaluate educators are other educators who are engaged in the same work.

More information about Mission Hill's peer evaluation process can be found at:

<https://www.teacherpowered.org/guide/resources/mission-hill-k-8-school-jamaica-plain-ma-peer-evaluation-process>



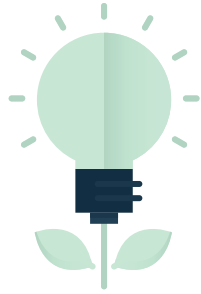
[Tri-County Early College](#)⁴⁸, Murphy, NC

By teacher Adam Haigler

Tri-County Early College has a Professional Learning Community (currently called, "Curriculum Planning Group,") comprised of all teachers, the principal and the guidance counselor, that convenes twice a week. This meeting has become one of the most essential parts of our school's model because it has allowed us to push forward many initiatives, co-plan, manage student interventions, and frame/debrief group rounds protocols. By carving out the time and space for these meetings, our students have benefited immeasurably from a consistent pedagogical and philosophical framework schoolwide.

One of the ways we accomplish this is to visit each other's classrooms very frequently. We use a peer rounds protocol that frames the experience with questions that the host teacher has about their practice. It could be, "How often do students ask each other questions" or "What percentage of students are engaged at any given time in my room?" An important part of the process that keeps it a safe, non-evaluative environment, is that the observing teacher is watching students, not commenting on the effectiveness of the teaching, so that the host teacher can then use student data to improve their practice. This is a stark contrast to the most frequent visits teachers get in their classrooms from administrators who are explicitly evaluating them on the abilities. The observer will then become the host later in the week, then the two will debrief the observations at the next Curriculum Planning Group meeting. In addition to these formal observations, we also co-teach at least five classes a week, which allows us to see each other teach and learn from what we observe.

⁴⁸ <https://www.teacherpowered.org/inventory/tri-county-early-college>



9. Take On a Learner Mindset

Teacher-powered teams see themselves as lifelong learners and model this to their students. Wheatley, describes how continual learning and growth in organizations with strong leadership comes about from engaging together as part of a collective identity. “It is important to note that the motivation for individual change is not in response to a boss’s demand or a personal need for self-improvement. A larger context has emerged because of this collaborative process, and it is this context that motivates people to change.”⁴⁹ Teacher-powered teams embrace this mentality. While they take seriously their curricular expertise, they maintain a learner mindset investing time in improving their skills as teacher leaders as well as their content knowledge.

According to Peter Senge who studies learning organizations, one of the key characteristics of productive organizations is that they see themselves as continually learning.⁵⁰ He writes, “Learning organizations are organizations where people continually expand their capacity to create the results they truly desire, where new and expansive patterns of thinking are nurtured, where collective aspiration is set free, and where people are continually learning how to learn together.”⁵¹ This is what occurs at teacher-powered schools.

When teachers embrace a learner mentality they are able to model for students how to work through frustrations, setbacks, and not knowing the answers. Educator and collaborative leadership coach Elena Aguilar writes, “I aspire to build educational organizations that are *places of learning* for *everyone* within them to meet the needs of all children... The rate of change in our world has never been faster; this holds true for the rate of change in schools. The only way to navigate this change is to learn how to understand it and adapt. Successful adaptation comes from learning.”⁵² Aguilar sums up well the type of sites teacher-powered teams design and build when they have the autonomy and practices to create their schools.

49 Wheatley, Margaret J. 2006. *Leadership and the New Science*. Berrett-Koehler.

50 Senge, P. M. 2006. *The fifth discipline: The art and practice of the learning organization*. Broadway Business.

51 Senge, P. M. 2010. *The Fifth Discipline: The Art and Practice of the Learning Organization: First edition*. Random House.

52 Aguilar, Elena. 2016. *The Art of Coaching Teams*. Jossey-Bass.

THE HOW: In practice what does this look like?

Teams actively engage in learning and improving themselves, including expanding content knowledge, developing leadership skills, and practicing self care. For some teams this means teacher-led professional development designed by and for their own colleagues. Many teams also realize when they need skills that are outside of their own expertise and reach out for coaching, mentoring, or workshops from other educators or teams. For many teacher-powered teams who have been doing this work for a long time it means partnering with another veteran team to really dive deep into the unique challenges teacher-powered teams face.

Time is always a valuable resource, and teacher-powered teams know that learning and growth flourish when there is dedicated time to discuss, reflect, and engage with all stakeholders. Planning for this process is part of how these teams prioritize their learner mentality and model the value of continuous improvement for students.

Self-care is an important area for all educators, and teacher-powered teams take this seriously. Learning to name their limitations, taking time away from school, and encouraging each other with kindness, smiles, and thoughtfulness go a long way to keep people working at their best.

Below are examples of what this looks like across multiple autonomy areas.

- Teams may hire for skills outside of the classroom that contribute to their overall competence as a team.
- Teams do not necessarily see themselves as the expert in the classroom, but are open to learning from students and colleagues.
- Teams invest in training to run meetings efficiently, and effectively, facilitate challenging conversations around social justice, data, or inequities, and plan time for reflection.
- Teams intentionally create time and space for self care including encouraging colleagues to name their limitations, respecting differences in life stages and commitments, and covering for team members who need leaves from committee or leadership work.
- Teams visit other schools, mentor other teams, and engage in regular networking with teacher-powered teams facing similar challenges and opportunities.
- Teams plan for regular reflection and conversation time to support their learner mindsets. Sometimes this takes place in yearly or semester retreats, sometimes it is built into professional development time or monthly staff meeting time.

SCHOOL STORIES

Here you will find examples of this practice from three teacher-powered teams. Remember that each school uses this practice differently depending on what works best for their team and their students.



[Minnesota New Country School](#)⁵³, Henderson, MN

By advisor Aaron Grimm

When our founder and administrator retired after 20 years of leading our school we needed to come up with a way to get all the work done that she did (and some work that we didn't even realize she did). Our team sees ourselves as learners alongside our students and this was an opportunity to learn new skills to govern our site. We discussed heavily and finally came up with an idea to run the school by committees that would then report to the school board. Since the inception of this idea, the committees have had to become more and more accountable for their goals, plans and work completed. This structure also allows us to prioritize work and aim efforts toward long-term, academic and non-academic goals. We allow movement on teams/committees once per year at our May staff retreat. Here is a breakdown of teams:

- Professional Development Teams (PDP): Teams are focused on students, both academic and non-academic (think whole child). Teams include: *Math, Arts & Literature, Project Based Learning, Health & Wellness, High School/ Elementary Connections, Supporting Students Together (focused on Intervention)*.
- Site Based Management Teams (SBM): Teams are focused on strategic planning/goals. Includes: Personnel, Finance, Outreach, Career/Future/Technology Education, Transportation, Building, Assessment, Q-Comp, Nutrition & Composting

We have learned these best practices for our team:

- All teams must elect a lead and a secretary. The lead is responsible for leadership of the group and tracking progress toward goals. The secretary takes notes for every meeting and shares highlights with the school board by the first Monday of the month.
- PDP teams must meet for 45 minutes every week and establish a regular, predictable meeting time (example would be Tuesdays after school at 3:30 p.m.); staff members are required to serve on at least one PDP team.
- SBM teams meet at least monthly (and as needed) during our Early Outs. These meetings are scheduled during All Staff Meetings to prevent conflicts. Staff can serve on up to two SBM teams.
- No matter the role at MNCS (teacher, para, etc.) we value your input and ask for your help in making our school successful.

53 <https://www.teacherpowered.org/inventory/minnesota-new-country-school>



[The Renaissance Charter School](https://www.teacherpowered.org/inventory/renaissance-charter-school)⁵⁴, New York, NY
By principal Stacey Gauthier

At The Renaissance Charter School we believe that we work smarter and more effectively when all constituencies have a voice in decision-making. As such our organizational structure is designed to facilitate this deep level of collaboration and discussion. Our Board of Trustees has both an elected teacher and elected parent representative. Additionally, other educators, an appointed teacher, an alumni and community members are also represented. Our Collaborative School Governance Committee is comprised of administrators, teachers, non-pedagogical staff, students and parents who meet regularly to address, create and implement action plans for a variety of school issues. Last year, this group looked at how we can improve our outreach and communication to new high school students and families. It also invested a considerable amount of time reviewing our charter goals and looking at our school wellness plan and what we could do to continue to improve upon our healthy school-wide initiatives. Teachers and staff also work in grade level and subject discipline clusters and these groups often include administrative support personnel.

All school-wide initiatives are discussed in topic-specific groups that are comprised of the people who will be part of implementing the plan. Again, this can include a variety of stakeholders. At Renaissance, we strive to be a place where leadership is distributed and decisions are made by a collective group of people. While this may take more time, in the end, we are confident this approach will have a better outcome than any top down approach would.



[Washtenaw Alliance for Virtual Education](https://www.teacherpowered.org/inventory/washtenaw-alliance-virtual-education-wave)⁵⁵ (WAVE), Ypsilanti, MI
By advisor Sarah Giddings

When we created WAVE and embraced the teacher-led structure, we agreed to work as a team to identify key initiatives of professional learning that would enhance the program we all helped to create and sustain. To support this agreement, we meet weekly as a central staff around three key identified areas: student & staff social-emotional learning & support, curriculum development, and embracing equity and social justice. We also meet monthly with our entire staff (full & part-time remote staff) about these topics and other areas under these areas that we have identified along the way. We commit to a professional learning budget and all staff can attend any professional learning opportunity that they can show aligns to our team-identified areas for both student and staff development. We also thought it was important for our own learning and self-care to have an entire week in the summer that is totally committed to our own professional learning.

Most of our professional learning is led by our teacher leaders at our school, but we do reach out to outside professionals if as a team we decided that we need external supports. We try to make sure any external presenters develop into a cooperative partnership for our school and more often than not uses a “train-the-trainers” model with any subsequent work. This makes sure we continue developing our staff as teacher leaders.

54 <https://www.teacherpowered.org/inventory/renaissance-charter-school>

55 <https://www.teacherpowered.org/inventory/washtenaw-alliance-virtual-education-wave>

Team Resources

You have read about teacher-powered practices, now what? Like all schools, there are probably areas your team already excels at and other areas your team could use some improvement in. Or maybe your team is just beginning to explore teacher-powered and wants to start implementing one or more of the practices.

1. **Team Survey:** First, start with a team survey. We've included one in the Appendix and a link to a Google form. Make a copy of the Google form and then adjust the language as appropriate to fit your team. We encourage you to take this in a team meeting and immediately review the results (transparency). Either a couple practices will emerge as consensus choices, or if not that is a good topic for discussion as to why the wide range of opinions. Next step is to find a team to lead staff development in these areas.
2. **Practices Resources:** Once you have identified the practice(s) your team wants to work on start gathering resources and connections. Below are good places to start:
 - a. [Teacher-Powered Schools Inventory](#)⁵⁶: Reach out to other schools either listed in this guide or that you already know. If geographically possible, plan a visit or invite some of their team members to your school for a meeting. Ask if they'd be willing to mentor your team in this area. Perhaps there is something they are working on as well that you could mentor them in. If your schools are far away from each other trying video conferencing (Zoom has a free version that works well), or ask them to share ways they were able to excel in this area.
 - a. [Steps Guide for Creating a Teacher-Powered School](#)⁵⁷: This free online guide has over 300 resources with links and descriptions. The best place to start for teacher-powered practices are in the storming and forming sections. There is also a search feature you can use to locate resources on specific topics.
 - a. [Collaborative Micro-Credentials](#)⁵⁸: These eight micro-credentials were developed by CTQ and overlap with the nine identified teacher-powered practices here. These are best done as a team or a committee where your team can engage with the curriculum together.
 - a. [Discussion Starters and Guides](#)⁵⁹: If you haven't seen these already, take a close look at the eight specific discussion starters and guide for administrators at teacher-powered schools. Each of these is designed with discussion questions to be completed as a team.

56 <https://www.teacherpowered.org/inventory/list>

57 <https://www.teacherpowered.org/guide>

58 <https://www.teacherpowered.org/micro-credentials>

59 <https://www.teacherpowered.org/starters>

- a. [Next Generation Learning Challenges Tools](#)⁶⁰: “The value of MyWays lies in the rich discussions, collaborative development, and transformative culture-building it can catalyze within your school or district. The MyWays Toolkit will help your community define success and align your learning and assessment designs to the MyWays Student Success Framework.”
- a. [Bright Morning](#)⁶¹: This site offers free and paid resources based on Elena Aguilar’s work coaching teachers and teams. “Our work transforms schools into equitable places of learning where every child gets whatever they need, every day, in order to be successful and to thrive. Process matters. The journey is the destination. Therefore, we lead processes of creation and transformation that honor and nurture all of those involved.”
- a. [Community Tool Box](#)⁶²: “Collaborative leadership is really defined by a process, rather than by what leaders do. It has much in common with both servant leadership and transformational leadership. It starts, according to David Chrislip and Carl Larson, in Collaborative Leadership, from the premise that ‘...if you bring the appropriate people together in constructive ways with good information, they will create authentic visions and strategies for addressing the shared concerns of the organization or community.’”
- b. [Adaptive Schools](#)⁶³ Seminars: Some high performing teacher-powered teams use adaptive practices, first learned in the seminars described on this website, to improve their collaborative practices. The “7 norms of collaboration” help teams determine and uphold norms regarding how long people can speak, how the agenda is followed, when a decision is in a “dialogue” (learning) phase versus when it is in the “discussion” phase (decision-making), and more.

Find ways to implement these nine practices in big ways and small. This is not a one and done activity. **Practices thrive when they are done consistently and become habit.** Set aside regular time to check in on your team’s progress and development in these areas.

60 <https://myways.nextgenlearning.org/tools>

61 <https://brightmorningteam.com/>

62 <https://ctb.ku.edu/en>

63 <https://www.thinkingcollaborative.com/seminars/adaptive-schools-seminars/>

Conclusion

Teacher-powered schools are full of innovative educators, equipped with autonomy and authority to make the best decisions for their students. **Teacher-powered is both the autonomy to collectively make decisions in specific areas and the practices used to implement these autonomies.** As the many examples illustrate, the *how* of teacher-powered differs across teams, but by looking carefully we see patterns and common practices emerge. The intention of this guide is to both better understand these common practices and to use them as a blueprint to better support teacher-powered educators.

These teams are continually evolving and adapting to their students, their communities, and their own internal staff dynamics. They need professional development specifically tailored to the type of governance structures and collaborative leadership models they use. Some of these resources are already available, and some need to be created.

Teacher-Powered Schools is qualified to help in these ways:

- Resources on the [Teacher-Powered website](#)⁶⁴, including a Steps Guide to Creating a Teacher-Powered School, a Site Guide for Visiting a Teacher-Powered School, Discussion Starters on eight topics, and a Guide for Site Administrators
- Coaching by Teacher-Powered Staff and Ambassadors
- Teacher-Powered Regional Network events, activities, and local resources
- Teacher-Powered Schools National Conferences
- Teacher-Powered Modules for team training in autonomies, shared purpose, shared leadership, personnel, and peer observation/evaluation
- Teacher-Powered regional and national newsletters to keep up to date with resources as we develop them as well as school stories, blogs, and teacher-powered opportunities
- Introductions, connections, and recommendations of educators, schools, and organizations to reach out to for your specific needs.
- Have a question or don't know where to start? Email Amy Junge at amy@educationevolving.org.

64 <https://www.teacherpowered.org>

We also collaborate with other organizations that provide excellent services and support for teacher-powered teams for example:

- American Federation of Teachers
- Boston Teachers Union
- The Center for Powerful Public Schools
- The Center for Teaching Quality
- The Coalition for Community Schools
- Coalition for Essential Schools
- The Coalition of Public Independent Charter Schools
- EdVisions Inc.
- Innovative Schools Network
- Learning Forward
- The National Board for Professional Teaching Standards
- National Educators Association
- Next Generation Learning Challenges
- Teach Plus
- UCLA Center for Community Schooling
- United Federation of Teachers

Finally, teacher-powered is designed to be done as a team, not just at a school site, but a team of connected educators across the nation. **Join our [Teacher-Powered Schools Network](https://www.teacherpowered.org/networks).**⁶⁵ We have a national network of teacher-powered educators as well as regional networks in Los Angeles, Massachusetts, Minnesota, and Wisconsin. These leaders are transforming education through innovative leadership practices from the ground up. The solutions to our education challenges are coming from within our profession, **be part of the journey.**



65 <https://www.teacherpowered.org/networks>

Appendix

Teacher-Powered Practices Survey

After reading through the descriptions of the nine identified teacher-powered practices, please rate your collective team's use of each practice. An online version of this survey is available here: <https://forms.gle/bfuenwziNbjChNi9>

0-5 Scale

- 0: Our team does not use this practice
- 1: We do a poor job of implementing this practice
- 2: We are inconsistent with this practice
- 3: We do a decent job with this practice
- 4: We do well at this practice
- 5: We excel at this and could mentor other teams in this area

1. Keep Students at the Center of Decision-Making:	0	1	2	3	4	5
2. Meaningfully Involve Families and Communities:	0	1	2	3	4	5
3. Honor Student Voice and Choice:	0	1	2	3	4	5
4. Cultivate a Collaborative Culture:	0	1	2	3	4	5
5. Embrace Transparency in Decision-Making:	0	1	2	3	4	5
6. Create Shared Leadership Structures:	0	1	2	3	4	5
7. Reimagine and Rotate Leadership Positions:	0	1	2	3	4	5
8. Engage in Peer Observation:	0	1	2	3	4	5
9. Take On a Learner Mindset:	0	1	2	3	4	5

Short Answer Section

1. Identify two areas you would like to see your team improve in.

2. Would you like to help lead professional learning in these areas (perhaps identifying resources, other teams that do this well, coordinating training for your team)?

3. Any observations related to these nine practices that you would like to share here?

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CONFLICT

DIRECT COMMUNICATION

RESOLUTION

DOCUMENTATION

YOU

You have questions about something in our community or a direct disagreement or conflict with another team member

ASK YOURSELF

Is this something that I can and should simply "let go"?

YES

I can and should let this go.

You "Let it go! Let it go!" Hooray!

NO

I can not and should not let this go.

MAKE A PLAN

You and the team member meet, seek understanding, and agree on a plan to resolve the issue

COMMUNICATE

Inform your lead that you met and summarize the nature of the issue and plan that was agreed upon

TEAM Member

COMMUNICATE

Let the team member know that you would like to discuss the issue and arrange an appropriate time to do so

Team member agrees to talk with you

Team member agrees to talk with you with their lead

Team member does not agree to talk with you

Your lead meets with you and the team member to seek understanding and agree on a plan to resolve the issue

Leads/Percom/HR

COMMUNICATE

Let your lead know that you need to arrange a meeting to discuss the issue

Resolution is not met.

Your lead may call a staff circle to find resolution to issue.

Resolution is not met.

Percom members and lead will work with HR to create mandated plan and, if needed, deliver formal disciplinary actions (warnings, etc)

Your lead documents the details of the meeting including the nature of the issue and the plan that was agreed upon or mandated. If warranted, Personnel Committee may respond as needed

Academic Arts High School		
	Original	CLA Notes to Budget Changes
	FY24	
Enrollment Assumptions		
ADM	110	
Pupil Units	132.00	
General Fund 01		
Revenues		
State Aids		
General Education Aid	1,096,898	
Prior FY Adjustment	0	
Charter School Lease Aid	173,448	
State Special Ed Aid	1,109,062	
State Sped Transportation	38,109	
ADSSIS Aid	45,311	
Safe Schools Aid	0	
Endowment Revenue	4,894	
Other State Aids (Ft Maint.)	57,424	
Total State Revenues	2,525,145	
Federal Aids		
Title	11,674	
Federal Special Ed/CEIS	37,300	
Total Federal Revenues	48,974	
Local Revenues		
Student Activities	5,400	
Gifts & Bequests	1,000	
Miscellaneous	1,000	
Total Local Revenues	7,400	
TOTAL GENERAL FUND REVENUES	\$2,581,519	
Expenditures		
Administration & District Support		
Salaries	112,539	
Benefits	49,389	
Purchased Services	115,000	
Supplies & Materials	21,400	*7K for advertising, 8.4K for admin software, 6K for Admin Supplies/Food (Davi's)
Capital Expenditures	0	
Dues & Memberships	17,510	
Total Administration & District Support	315,837	
Regular Instruction		
Salaries	349,614	
Benefits	103,331	
Purchased Services	27,400	*\$8900 Subs, \$3500 Drivers Ed, \$15K Enviromental Field Trips
Supplies & Materials	14,000	* 8K for Classroom Budgets, \$1K Awards, 1K for Student Food, \$4K Student Events
Capital Expenditures	2,600	*\$1000 TV/Mount, \$600 chromebooks storage, \$1K Chromebooks
Total Regular Instruction	496,945	

Academic Arts High School		
	Original	CLA Notes to Budget Changes
	FY24	
Enrollment Assumptions		
ADM	110	
Pupil Units	132.00	
ADSIS/State Special Education		
Salaries	853,382	
Benefits	298,684	
Purchased Services	45,936	
ADSIS Expenditures	75,518	
Transportation	43,109	
Supplies & Materials	7,500	
Total State Special Education	1,324,129	
Federal Special Education/CEIS		
Salaries	5,000	
Benefits	0	
Purchased Services	15,000	
Supplies & Materials	17,300	
Capital Expenditures	0	
Total Federal Special Education	37,300	
Title Programs		
Salaries	0	
Benefits	0	
Purchased Services	11,674	
Supplies & Materials	0	
Total Title Programs	11,674	
Instructional & Pupil Support		
Salaries	38,617	
Benefits	13,516	
Purchased Services (Transportation Included)	22,500	*\$15K Bus tokens, 3K for Copier Lease, 4.5K PD
Supplies & Materials	1,000	Food for Conferences
Total Instructional/Pupil Support Services	75,633	
Sites & Buildings		
Salaries	0	
Benefits	0	
Purchased Services (Includes Utilities)	68,450	*\$1.5K water cooler service
Facilities Lease	212,429	
Supplies & Materials	7,300	*\$500 Cleaning Supplies, \$3135 Outlets, \$3664.94 Doorknobs
Capital Expenditures	0	
Other Fees (Insurance)	8,755	
Total Sites & Buildings	296,934	
Fiscal & Other Fixed Costs		
Purchased Services	0	
Interfund Transfer	7,500	
Total Fiscal & Other Fixed Costs	7,500	

Academic Arts High School		
	Original	CLA Notes to Budget Changes
	FY24	
Enrollment Assumptions		
ADM	110	
Pupil Units	132.00	
<hr/>		
TOTAL GENERAL FUND EXPENDITURES	\$2,565,951	
GENERAL FUND 01 - NET INCOME	\$15,568	
Food Service Fund 02		
Revenues		
State Revenues	0	
Federal Revenues	0	
Sale of Lunches	0	
Transfer from General Fund	7,500	
TOTAL FOOD SERVICE REVENUES	\$7,500	
Expenditures		
Salaries	0	
Benefits	0	
Purchased Services	0	
Supplies & Materials	7,500	
Other	0	
TOTAL FOOD SERVICE EXPENDITURES	\$7,500	
FOOD SERVICE FUND 02 - NET INCOME	\$0	
TOTAL REVENUES - ALL FUNDS	\$2,589,019	
TOTAL EXPENDITURES - ALL FUNDS	\$2,573,451	
NET INCOME - ALL FUNDS	\$15,568	
Beginning Fund Balance 7/1	\$526,858	
ENDING FUND BALANCE - ALL FUNDS	\$542,426	
Fund Balance as a Percentage of Annual Expenditures	21.08%	

2023-2024 Academic Arts High School



District 4119
60 W Marie Ave Suite 220
West Saint Paul, MN 55118

www.academicarts.org
PH: 651.457.7427
FX: 651.554.7611

AUGUST						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

JULY						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

IMPORTANT DATES

August
31 Open House

September
5 First day of school
18-21 NWEA Testing

October
4-6 Fall Environmental Ed Trip
9 No school/ PD day
12 Conferences
19-20 MEA/No School

November
10 End of quarter 1 (Early Release)
13 No School/ Grading day
23-24 Thanksgiving break

December
25-Jan 5 Winter Break

January
1 New Years Day
2-5 Winter Break / No school
15 MLK day / No School
25 End of quarter 2 (Early Release)
26 No School/ Grading day

Notes

** **New school hours -8:30-3:05**

Total School Days: 172 (165 required)
Total Instructional Hours: 1034.25 (1020 required)
Instructional minutes per day: 365
Instructional minutes per early release day: 220

February

16 PD Day/ No school
19 Presidents day / No School
22 Access testing

March

4-5 NWEA Testing
11 ACT testing
14 conferences
22 No school/ PD day

April

4 End of quarter 3 (Early Release)
5 No school/ Grading day
8-12 Spring Break
15-17 MCA testing
22-24 MCA testing

May

10 PD day
22 Conferences
21-24 NWEA Testing
27 Memorial day

June

7 End of quarter 4 (Early Release)
11 Last day of school (EOY Picnic, Early release for Graduation)

COLOR KEY:

NO SCHOOL
1st Day of school
TESTING
CONFERENCES
Exhibition Day / Last Day (early release schedule)

Qtr 1 Sept 5 -Nov 10
Qtr 2 Nov 14-Jan 25
Qtr 3 Jan 29- April 4
Qtr 4 April 15- June 7

Daily Schedule

Period 1	8:30AM - 9:45 AM
Advisory	9:50 AM - 10:35 AM
Period 2	10:40 AM - 11:55AM
LUNCH	12:00-12:30
Period 3	12:35PM - 1:50PM
Period 4	1:55 PM - 3:05 PM

Wednesdays

Period 1	8:30AM - 9:20AM
Advisory	9:25AM - 9:50AM
Period 2	9:55AM - 10:45AM
Period 3	10:50PM - 11:40PM
LUNCH	11:45 - 12:15
Blended Learning (Attend virtually or in-person)	12:20PM - 3:05 PM

Early Release

Classes (Specific class schedule may vary)	8:30AM - 12:05PM
LUNCH	12:10 - 12:40