

School Board Meeting Agenda

Tuesday, June 29, 2021 | 5:00 pm | Conducted Remotely Via Google Hangouts Meeting

Board Members Present Remotely: Josh MacLachlan, David Massey, Tennille Warren, Katie Siewert, Melinda Haas, Rachael McNamara

Others Present: Nate Winter - CLA (Ex Officio)

Agenda

- 1. Call to Order:**
- 2. Conflict of Interest Check:**
- 3. Approval of June 29, 2021 Agenda:**
- 4. Public Comments:**
- 5. Strategic Items:**
 - a. The revised Exhibit G: Academic and Academic-Related Goals, amended June 22, 2021
 - b. The revised Exhibit M, Charter School Closure Process and Plan, amended April 12, 2021
 - c. The revised Exhibit P, Ongoing Evaluation Criteria, Processes, and Procedures, dated May 14, 2021
- 6. Action Items:**
 - a. **Approval of Contract Amendment with Authorizer**
- 7. Adjourn:**

Academic Arts High School
Exhibit G: Academic and Academic-Related Goals
Contract Period July 1, 2018 through June 30, 2023

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 students," which means striving for the world's best workforce (WBWF) as outlined in MN Stat. 120B.11. As an authorizer, Osprey Wilds ELC must evaluate the school's performance on meeting outcomes adopted by the commissioner (i.e., WBWF). Therefore, these contractual goals and measures have been aligned to WBWF goal areas. Measures are assigned to WBWF goal area(s) as appropriate and as outlined below:

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 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

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	6	0	0.0%
2: English Language Learners	N/A	N/A	N/A
3: Reading Growth	15	0	0.0%
4: Math Growth	15	0	0.0%
5: Reading Proficiency	5	0	0.0%
6: Math Proficiency	5	0	0.0%
7: Science Proficiency (and Growth)	10	0	0.0%
8: Other Proficiency or Growth	16	0	0.0%
9: Post-Secondary Readiness	22	0	0.0%
10: Attendance	8	0	0.0%
Overall	102	0	0.0%

Indicator 1: Mission Related

6 Points

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.			
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:
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%.		
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:
Exceeds Target (x 1.5)	The aggregate percent is at least 90%.		
Meets Target (x1.0)	The aggregate percent is at least 75%.		
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
		6	0
			% Earned
			0.0%

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:
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.		
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:
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.		

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

Points Possible	Points Earned	% Earned
15	0	0.0%

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:
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.		
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:
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%.		
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	0	0.0%

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:
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 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	% Earned
5	0	0.0%

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:
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.			
		Points Possible	Points Earned	% Earned
		5	0	0.0%

Indicator 7: Science Proficiency

10 Points

School Goal: Over the period of the contract, students at AAHS will demonstrate proficiency in science as measured by state accountability tests.				
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:
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.			
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:
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%.			
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	% Earned
		10	0	0.0%

Indicator 8: Proficiency or Growth in Other Curricular Areas

16 Points

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.				
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:
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.		
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.		
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:
Exceeds Target (x1.5)	The aggregate percentage is at least 80%.		
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.		
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:
Exceeds Target (x1.5)	The aggregate percentage is at least 80%.		
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	0	0.0%

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:
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%.		
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:
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%.		
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:
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%.		
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:
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.		
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:
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.		
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:
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%.		
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	0	0.0%

Indicator 10: Attendance

8 Points

School Goal: Over the period of the contract, students at AAHS will attend the school at high rates.			
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:
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%.		

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:
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.		
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:
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.		

Points Possible	Points Earned	% Earned
8	0	0.0%

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>		
<p>Other:</p>		
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>		
<p>Other:</p>		
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>		

<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>		
<p>Notification of Osprey Wilds Regarding Lawsuits</p>		
<p>As soon as possible after receiving notice and/or service of process regarding litigation against, or initiated by, the School, School Board or School employees, notify 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>		
<p>List of Creditors and Debtors; UCC Search</p>		
<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>		
<p>Notification to Creditors</p>		
<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.		
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Other:		
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Notification to Debtors		
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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.		
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Other:		
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School Wind-Up Plan and Action		
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<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		
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<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 <ul 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>		
Other:		
E&O Insurance		
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.		
Other:		
Interim Statements		
<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>		
Other:		
Final Statement		

<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>		
Other:		
Final Financial Statement Audit		
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.		
Other:		
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>		
Other:		
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>		
Corporate Records		
<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>		
Resolution of Dissolution		
<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>		
Dissolution		
<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>		
Final Distribution of Assets		
<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 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.*

CHARTER SCHOOL CONTRACT AMENDMENT

BETWEEN

Osprey Wilds Environmental Learning Center – the AUTHORIZER

AND

Academic Arts High School – the CHARTER SCHOOL

1. This amendment (the "Amendment") is made by the **Osprey Wilds Environmental Learning Center** (hereinafter "the AUTHORIZER") and **Academic Arts High School** (hereinafter "the CHARTER SCHOOL") parties to the Charter School Contract which was fully executed on September 8, 2019 (the "Agreement").

2. The Agreement is amended as follows:

- A. The original Exhibit G: Academic and Academic-Related Goals is replaced in its entirety by the revised Exhibit G: Academic and Academic-Related Goals dated June 22, 2021.
- B. The original Exhibit M: Charter School Closure Process and Plan is replaced in its entirety by the revised Exhibit M: Charter School Closure Process and Plan dated April 12, 2021.
- C. The original Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures is replaced in its entirety by the revised Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures dated May 14, 2021.
- D. Section 12.1 is amended by modifying "(3) academic years" to "five (5) academic years," "2020-2021" to "2022-2023" and "June 30, 2021" to "June 30, 2023."

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

4. COUNTERPARTS

This Agreement may be executed in counterparts.

Academic Arts High School
(CHARTER SCHOOL)

Osprey Wilds Environmental Learning Center
(AUTHORIZER)

By _____
(Signature)

By _____
(Signature)

President, Board of Directors
Title

Director of Charter School Authorizing
Title

(Print Name)

(Print Name)

Date

Date