

CHARTER SCHOOL CONTRACT AMENDMENT

BETWEEN
Osprey Wilds Environmental Learning Center – the AUTHORIZER

AND
Crosslake Community School – the CHARTER SCHOOL

1. This amendment (the "Amendment") is made by the **Osprey Wilds Environmental Learning Center** (hereinafter "the AUTHORIZER") and **Crosslake Community School** (hereinafter "the CHARTER SCHOOL") parties to the Charter School Contract which was fully executed on July 1, 2022 (the "Agreement").

2. The Agreement is amended as follows:

- A. The original Exhibit C: Bylaws is replaced in its entirety by the revised Exhibit C: Bylaws dated March 13, 2023.
- B. 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 May 2, 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.

Crosslake Community School
(CHARTER SCHOOL)


By 
(Signature)

President, Board of Directors
Title

Jared Griffin
(Print Name)

06/08/2023
Date

Osprey Wilds Environmental Learning Center
(AUTHORIZER)

By 
(Signature)

Director of Charter School Authorizing
Title

Erin E. Anderson
(Print Name)

06/08/2023
Date

Bylaws

Crosslake Community School



Adopted by the Board of Directors
Reviewed
Revised and Approved
Proposed Revised
Revised and Approved
Revised and Approved
Revised and Approved

November 2000
February 2014
September 9, 2019
December 14, 2020
June 13, 2022
January 9, 2023
March 13, 2023

Signed by Board Chair: *Jared Shiffin*

Date: *March 13, 2023*

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Bylaws of Crosslake Community School

ARTICLE I

Name

Section 1.1 Name

The name of Corporation shall be Crosslake Community School. The PK through 8th grade school is physically located in the City of Crosslake. This school will be referred to as Crosslake Seat-Based School. The other school is a virtual school that is a K-12 Online School. This school will be referred to as Crosslake Online School.

ARTICLE II

Purpose

Section 2.1 Purpose

Crosslake Community School is to deliver a public education through environmental education with connections to the communities where the education is delivered throughout the State of Minnesota. Furthermore, Crosslake Community School is to provide an educational program for its students to improve all student learning and student achievement. Whereas the educational programs are to: a) establish new forms of accountability for school, and b) create new professional development opportunities for teachers including the opportunity to be responsible for the learning program at other school sites.

ARTICLE III

Offices

Section 3.1 Central Office

The Central Office of Crosslake Community School, in the State of Minnesota, is in the City of Crosslake, Minnesota, in the County of Crow Wing. Crosslake Community School may have such other offices within the State of Minnesota as the Board of Education may determine or as the affairs of Crosslake Community School may require. Other office(s) may be, but need not be, identical with the Central Office in the State of Minnesota.

ARTICLE IV

Meetings

Section 4.1 Annual Meetings

The Annual Reorganization Meeting of the Board of Education shall take place in January of each year on a day when school is in session. Notice of the Annual Meeting of Crosslake Community School shall be officially designated on paper, postings at school, postings on social media, Crosslake Community School's website and other possible locations. Such notice shall contain the date, time, and place of the meeting.

Section 4.2 Regular Meetings

Regular meetings of the Board of Education shall be held the second Monday of each month. An agenda will be published at least five days in advance of a meeting.

Section 4.3 Special Meetings

Special meetings of the Board of Education may be called at any time, for any purpose, by any Board Director. Notice of every special meeting of the Board of Education shall be emailed to each Board Director at least three days before the day on which the meeting is to be held, or in person, e-mailed, or by telephone. Minnesota § 13D.04 subd.2.

Section 4.4 Emergency Meetings

Emergency meetings of the Board of Education may be called at any time because of the circumstances that in the judgment of

the Board Directors or Chairperson requires immediate consideration. Posting a published notice of an emergency meeting is not required, but the Board of Education will make good faith efforts to provide notice. Minnesota § 13.D subd.3.

Section 4.5 Closed Meetings

The Board of Education may close a meeting to evaluate the performance of an individual who is subject to its authority, including but not limited to employees of Crosslake Community School, or as otherwise permitted by law or the attorney-client privilege. If a meeting is closed to evaluate the performance of an individual, prior to closing the meeting, the Chairperson shall identify the individual to be evaluated and at the next open meeting, the Chairperson shall summarize the Board Director's conclusions regarding the evaluation; provided, however, that the meeting must be open at the request of the individual who is the subject of the meeting. The Board of Education shall close a meeting if expressly required by law or to discuss information that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults, active investigation data as defined in Minnesota Statutes § 13.82, or educational data that is not public under Minnesota Statutes § 13.32. The Board of Education shall also close a meeting for preliminary consideration of allegations or charges against an individual subject to its authority; provided, however, that if the Board of Education determines discipline may be warranted as a result of such allegations or charges, further meetings related to such allegations or charges shall be open, and all meetings related to such allegations or charges shall be open at the request of the person who is the subject of such allegations or charges. Before closing a meeting, the Board of Education shall state on the record the specific grounds permitting the meeting to be closed and describe the subject to be discussed.

Section 4.6 Meetings by Telephone or Electronic Means

The Board of Education may conduct telephone or electronic meeting in full or in part, including the live streaming of applications, as long as: a) all Board Directors of Crosslake Community School participating can hear and see one another or can communicate with an interpretive service, wherever your physical location, b) join through an electronic means, c) members of the public can make the meeting and if on the site at Crosslake Community School's Central Office at least one person from Crosslake Community School is physically present at the location unless the Chairperson, legal counsel, chief administrator for the Board of Education determines that an in-person meeting or meeting conducted under the Minnesota § 13 D.021 is not practical or prudent because of a health pandemic or an emergency declared under chapter 12, and d) votes are conducted by roll call.

Section 4.7 Quorum and Adjourned Meeting

A meeting at which at least a majority of the Board Directors are present shall constitute a quorum for the transaction of business at any Board of Education meeting. If, however, such quorum shall not be present at any such meeting, the Chairperson or any Board Director present there shall have the power to adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present. Notwithstanding the foregoing, if quorum is present when a duly called meeting is convened, and later enough Directors withdraw from the meeting so that less than a quorum remains, no official action can be taken.

Section 4.8 Voting from Board Directors

The affirmative vote of a majority of the quorum of the Board of Education shall constitute a duly authorized action of the Board.

Section 4.9 Public Comment at Meetings

Thirty minutes of time shall be reserved at each regular meeting for comments and requests for business to be brought before the Board of Education by parents/legal guardians of students enrolled at Crosslake Community School, employees of the Crosslake Community School, students enrolled in Crosslake Community School, and interested community members. The Board of Education limits each individual to three minutes of speaking time.

Section 4.10 Policy Review and Adoption

When necessary, new policies are presented to the Board of Education for approval and review. For purposes of a new policy, a first and second reading prior to approval will be required. Policies reviewed annually and those policies that require minor adjustments only may be approved following a single reading and may also be subject to consent agenda protocols.

ARTICLE V

Board of Education

Section 5.1 Board of Education - General Powers

The affairs of Crosslake Community School shall be managed by its Board Directors, except as limited by these Bylaws and Minnesota § 124E and applicable laws. The Board Directors shall decide and be responsible for policy matters related to operation of Crosslake Community School including, but not limited to budgeting, curriculum, personnel, and operating procedures except for policies that are stated in the contract between Osprey Wilds Environmental Learning Center and Crosslake Community School.

Section 5.2 Number

The Board of Education shall consist of eight nonrelated Board Directors:

- A. one parent/guardian that has a child currently attending the seat-based program at Crosslake Community School, subject to the provisions of Section 6.3.B;
- B. one parent/guardian that has a child currently attending the online program at Crosslake Community School, subject to the provisions of Section 6.3.B;
- C. one parent/guardian that has a child currently attending either the seat-based or on-line program at Crosslake Community School;
- D. one community member that does not have children/child that attends Crosslake Community School or is employed by Crosslake Community School;
- E. two teachers that work for Crosslake Community School seat-based program, subject to the provisions of Section 6.3.B; and
- F. two teachers that work for Crosslake Community School online program, subject to the provisions of Section 6.3.B.

A teacher from an educational cooperative district that works in Crosslake Community School may occupy the Director position of either a teacher from Crosslake Community School seat-based or online program in lieu of a Crosslake Community School teacher, in accordance with the program to which the teacher is assigned. Teachers may be full-time or part-time teachers. Employees other than teachers are not allowed to serve on the Board of Education.

Section 5.3 Qualifications

Any teacher nominated and elected as a Board Director must have one or more years of experience at Crosslake Community School or an educational cooperative district that works in Crosslake Community School. Also, a parent/guardian must have a child enrolled at Crosslake Community School for at least one school year preceding his/her nomination. A community member interested in serving on the Board of Education needs to be 18 years of age or older; must not have a child that attends or is enrolled at Crosslake Community School; and cannot be employed by Crosslake Community School. An individual is prohibited as serving as a Board Director if: (1) the individual is a contractor providing facilities, goods, or services to Crosslake Community School; (2) the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (3) an immediate family member is an employee of Crosslake Community School.

ARTICLE VI

Elections

Section 6.1 Board Director Terms

Each Board Director shall hold office for a two-year term or until a successor has been duly elected and qualified, or until the director dies, resigns, is removed, or the term otherwise expires as provided by law or the Bylaws of Crosslake Community School.

An election shall be conducted in such a fashion that approximately half of the Board of Education is elected each year. All Board Director's terms end on December 31.

Section 6.2 General Election Procedure

General elections shall be held annually for the Board of Directors.

- A. Election Officials. The election procedure shall be administered by three Board of Education appointed Election Officials who are individuals not running for the Board of Directors and have no family member(s) running for the Board of Directors. Election Officials are appointed annually prior to Crosslake Community School's Open House.
- B. The job duties of the Election Officials include:
 - The issuing the Call for Nominations in emails and letters to parents/guardians, staff and community members
 - Collecting the candidates' information and materials for the Board of Education's publishing of example ballots
 - Registration of eligible voters
 - Counting and recording ballots
 - Ensuring the integrity of the voting process
 - Reporting election results to the Board of Education Chairperson (Election Certification Report)
- C. The Election shall be held no later than 60 days prior to the end of the term for the Board Directors and the notice of the date of the election shall be provided at least 30 days in advance of the election. The deadline for holding the Election may be extended, at the discretion of the Election Officials, if a Second Call for Nominations is required.
- D. Elections shall take place through electronic and onsite paper balloting. The onsite location must be stated in the voting instructions. The onsite location should be in a semi-private location to protect the integrity of an individual's vote.
- E. One or two Election Officials shall be charged with securing the paper voting box and will lock the voting box in a room where other people may not have access to it, except the Election Officials, when the Election Officials are not in attendance.
- F. The Coordinator of Technology or a person appointed by the Board of Education's Chairperson shall be charged with securing the online system of voting.
- G. The election checklist, Signature Registration Sheet, a print out of electronic ballots, paper ballots (including invalidated ballots), and an election tally sheet shall be filed and kept for 7 years.

Section 6.3 Nominations, Candidates, and Determining New Board Directors

- A. Crosslake Community School's Open House. The Call for Nominations shall announce the open Director positions, the expiration of the term of the position and the required qualifications for the positions. The Call for Nominations also shall include the manner for submitting a nomination and the due date for submission of the nomination. Election Officials shall confirm with the nominees their willingness to serve if elected. If the nominee is not willing to serve, the nominee shall not be included on the ballot.
- B. If a parent/guardian or teacher candidate for the Director positions specifically designated as seat-based or online program is not nominated, a Second Call for Nominations shall be issued by the Election Officials during the general time frame of Crosslake Community School's Fall Conferences. The Second Call for Nominations shall announce that a parent/guardian or teacher, as applicable, from either the seat-based based or online program may be considered for any of the open parent or teacher Director positions for which an otherwise qualified nominee was not received. The Second Call for Nominations also shall include the manner for submitting a nomination and the due date for submission of the nomination. Election Officials shall confirm with the nominees their willingness to serve if elected. If the nominee is not willing to serve, the nominee shall not be included on the ballot.
- C. Nominations will be collected by the Election Officials until the Call for Nominations expires.
- D. The Election Officials shall issue a Notice of Election at least 30 days in advance of the election. The Notice shall identify the date of the election, the vacant seats and terms, the nominees for each vacant seat and the times, locations and procedure for voting.
- E. Write-in candidates will be allowed for any seat, including vacant seats where a qualified nominee/candidate did not run.
- F. The candidates with the highest number of votes win.
- G. In the event of a tie for an elected position, a run-off election shall be held with at least 30 days of the Notice of the run-off election provided to voters.
- H. A disputed ballot shall be considered valid when all three Election Officials reach a unanimous agreement over the dispute. Otherwise, the ballot is considered invalid and will not be tallied, but set aside and filed with the other ballots.
- I. The number of votes for each candidate received shall be published in Crosslake Community School's Board of Directors meeting minutes.

Section 6.4 Votes

- A. Any parent (natural, step, or foster), legal guardian of a student enrolled shall have one vote.

- B. All paid staff including staff that work for a cooperative at Crosslake Community School shall have one vote.
- C. All Crosslake Community School's Board Directors shall have one vote.

Section 6.5 Voting Procedures

Each eligible voter receives one ballot.

- A. A voting person may either vote in person, electronically or an absentee ballot.
 - i. To vote in person, a voter must sign the signature sheet and may need to produce some identification of who they are to receive a ballot. The identification would apply to people not known by an Election Official.
 - ii. To vote electronically, a voter will receive a ballot through an email. An electronic signature certifying the person has voted will be marked off as a vote on the signature sheet. This step will be done by an Election Official. The ballot received is conducted by a third party survey that is not traceable for the Election Officials.
- B. To vote by absentee ballot, a voter must complete the following:
 - i. Request a ballot by five (5) school days prior to the election;
 - ii. Once received, set aside the extra envelopes to return the ballot;
 - iii. Once the ballot is filled out, place the ballot into the blank envelope and seal the envelope;
 - iv. Take the blank envelope and put it inside the envelope that asks for the voter's signature and seal the envelope;
 - v. Sign and date the envelope;
 - vi. Take the signed and dated envelope and put it inside of the postage paid mailing envelope; and
 - vii. Drop it in the mailbox and have it postmarked by the Friday before the first day of the election. All envelopes need to arrive at Crosslake Community School on or before the 3:00 p.m. on the last day of the election.
 - viii. Voters may drop off the absentee ballot rather than mail it. The last day to turn in a ballot is 3:00 p.m. on the last day of the election.
 - ix. Election Officials will open the first two envelopes and add the rest of the ballots in the ballot box to be counted.
- C. The in-person signature serves as a person who has voted and will supersede any other form of a ballot.
- D. For in-person voting, a ballot is numbered to correspond with the signature sheet.
- E. At the voting location, ballots shall be put in the voting box.
- F. The voting box must be locked in the office when it is not attended.
- G. An email will be sent to the email address for each parent/guardian, staff, and Board Directors at the email address on file.
- H. Voting will take place over the course of five business days prior to the Election.

Section 6.6 Counting Procedures

- A. Counting will be done by the Board of Education appointed Election Officials.
- B. Counting will be done by the Board of Education appointed Election Officials.
- C. Counting will be done immediately after the election starting by 4 p.m., weather depending.
- D. In-person ballots will be counted first followed by all electronic ballots from the previous five days. Electronic ballots shall not be counted in advance of the in-person voting closing time.
- E. Invalid ballots will be kept separate and tallied at the end for reporting to the Board of Education.
 - i. Reasons for invalid ballots include:
 - a. Not an official ballot
 - b. Marking too many candidates
- F. In the event that more than one ballot is received from the same voter, only the in-person vote will be counted.
- G. Each Election Official will tally each ballot. If none of the counts match, they will be recounted until all three Election Officials reach the same numbers.
- H. The number of ballots will be verified with the number of signatures on the Signature Registration Sheet and the electronic print out of electronic votes.
- I. The Election Certification Report will be filled out and given to the Board of Education Chairperson to be included in the Board Minutes for the next Board of Education meeting.
- J. The Board of Education Chairperson will call all the candidates to inform them of the results and ensure their willingness to serve as a Director and make public the results of the election the following Monday by 5 p.m.

Section 6.7 Elections During a Pandemic, Epidemic, Outbreak of a Disease or Health Emergency

- A. If Crosslake Community School is closed for all activities or all students are distance learning, then the election will take place

completely online. Ballots will be emailed again to all eligible voting members and an additional five business days will be added to the election so all voters will be able cast their vote. The five additional days to vote will be added only if distance learning starts the week of the election.

- B. If Crosslake Community School is in a Hybrid Learning Scenario or some students are in the Hybrid Scenario while other students are distance learning, then the election will proceed using the regular protocols.

Section 6.8 Vacancies of a Member from the Board of Directors

Vacancies in the Board of Education by a Board Director who vacates their position by resignation during their term or that is vacant due to the lack of an elected candidate during the general election, will call for another election. A general election will occur in approximately October and a special election, if needed, shall occur approximately in June. A vacated seat will follow the composition of the Board of Education, one community member, three parents (one from the seat-based program, one from the online program and one from either the seat-based or online program), and four teachers (two from the seat-based program and two from the online program).

- A. If the first non-elected individual receiving the most votes declines to serve on the Board of Education, the Board Directors shall appoint a member to serve on the Board of Education until the next election. The Board Directors may appoint any eligible person at any time during the term that vacated seat is not filled.
- B. The Board of Education will address the vacancy at every Board of Education meeting the seat remains vacated.
- C. If there is more than one candidate presented at the Board of Education meeting, the Board Directors will vote by ballot for the candidate they choose. Each Board of Education member shall have one vote. In addition, the recorder of the Board of Education shall count and report the results to the Board Chairperson.
- D. If there is a tie, the seat remains vacated until the next Board of Education's meeting. The process is repeated until a candidate fills the vacated seat.
- E. A Director filling a vacancy shall hold office for the remainder of term of the vacant position.

Section 6.9. Resignation and Removal

Directors may resign at any time, effective immediately, or at a specified later date, by giving written notice to the Board of Education Chairperson or the Administrative Assistant of Crosslake Community School. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

The Board of Education may remove, for proper cause, any Director or Officer of the Board of Education and fill the vacancy; but such removal must be by a concurrent vote of at least four members at a meeting of whose time, place, and object the charged Director has been duly notified, with the reasons for such proposed removal and after an opportunity to be heard in defense against the removal.

Section 6.10 Filling Vacancies

Unless otherwise provided by Minnesota Statutes Section 317A.227 or Section 6.9, vacancies on the Board of Education caused by death, disqualification, disability, removal, absence of three consecutive designated Board of Education meetings (without substantial reason), or such other cause shall be filled by appointment of a new Director by the affirmative vote of a majority of the remaining Directors, even if less than a quorum. A Director filling a vacancy shall hold office for the remainder

Section 6.11. Presence at Meetings

All members of the Board of Directors or of any Committee participating in the meeting, wherever their physical location, can hear and see one another and can hear and see all discussion and testimony presented at any location at which at least one member is present. Board Directors or committee members participating remotely in charter Board of Education meetings are not allowed to participate via telephone and must participate by interactive technology (e.g. Zoom, Google Meet, etc.).

Any Board Directors not in attendance for three consecutive meetings may be removed from serving on the Board of Education and a replacement would be appointed by the Board of Education for the remainder of that Director's term.

Section 6.12. Compensation

Board Directors shall not receive compensation for their services as a Director, but nothing in the Bylaws shall be construed to preclude any Director from serving Crosslake Community School in any other capacity and receiving compensation, therefore.

Article VII

Conflict of Interest

Section 7.1. Conflict of Interest

A Conflict of Interest Policy is established by the Board of Directors that is consistent with Minnesota Statutes 124e.14.

- A. No member of the Board of Directors, employee, officer, or agent of Crosslake Community School shall participate in selecting, awarding, or administering a contract if a Conflict of Interest exists. A conflict exists when:
 - i. the Board of Education member, employee, officer, or agent,
 - ii. the immediate family of the Board of Education member, employee, officer, or agent,
 - iii. the partner of the Board of Education member, employee, officer, or agent; or
 - iv. an organization that employs, or is about to employ, any individual in clauses (i) to (iii), has a financial or other interest in the entity with which Crosslake Community School is contracting. A violation of this prohibition renders the contract void.
- B. The Conflict of Interest provisions under this section do not apply to compensation paid to a teacher employed as a teacher by the Crosslake Community School or a teacher who provides instructional services to Crosslake Community School through a cooperative formed under Chapter 308A when the teacher also serves on the Crosslake Community School Board of Directors.
- C. A Crosslake Community School Board Director, employee, or officer is a local official for purposes of section 471.895 with regard to receipt of gifts as defined under section 10A.071, subdivision 1, paragraph (b). A Board of Education member, employee, or officer must not receive compensation from a group health insurance provider.
- D. All Board Directors must complete a Conflict of Interest statement, reviewed by Osprey Wilds Environmental Learning Center, stating that the Board Director has no conflict of interest.

ARTICLE VIII

Committees of the Board of Education

Section 8.1 Committees of the Board of Education

The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define authority of, set the number and determine the identity of members of one or more Committees. Committee members must be parents, employees, and students, but need not be members of the Board of Directors. The Board of Education may, by similar vote, designate one or more alternate members of any Committee who may replace any absent or disqualified member at any meeting of the Committee.

Section 8.2 Committee Membership

Except as otherwise specified in these Bylaws, the Chair of any Standing, Ad Hoc, or Advisory Committee of the Board of Education may determine the membership of such Committee with the advice and consent of the Board of Directors. Each Committee Chair shall maintain a record of the voting members of the Committee and shall submit such records to the Secretary of Crosslake Community School.

Section 8.3 Student Voice

Each Committee must make extensive and repeated attempts to place students on a Board Approved Committee. While there is no age requirement, the expectation is a student may have a "voice" and can contribute to the committee but does not have a vote.

Section 8.4 Action by Committees

Unless otherwise stated in the resolutions creating it, or in these Bylaws, Committee actions shall be taken only upon the affirmative vote of a majority of the members of the Committee. Failure of a Committee to reach an agreement upon any issue before it shall require referral of such issue to the entire Board of Directors. Committee actions are considered recommendations until approved by the full Board of Directors.

Section 8.5 Committee Meetings

The activities of all Committees of Crosslake Community School shall be conducted in such manner as will advance the best interests of Crosslake Community School. Except as specifically set forth herein, the provisions of these Bylaws shall apply to

Committees and members thereof to the same extent they apply to the Board of Directors and Directors. Each Committee shall meet at such times and places as provided by its rules or by resolution of the Board of Directors. Notice of Committee meetings shall be given to each Committee member at least three days in advance of the meeting by such methods of delivery set forth in these Bylaws except that if the time, date and location of a Committee meeting was announced at a previous Committee meeting, no notice is required. The meetings of all Committees shall be open to attendance and participation by all Directors, but only members of the Committee may vote. Committee chairs shall submit minutes of all Committee meetings to the Secretary of the Crosslake Community School, which minutes shall be open to inspection as set forth in these Bylaws.

Section 8.6 Quorum

A quorum for any Committee meeting shall be a majority of the voting members of the Committee of record.

Section 8.6 Control by the Board of Directors

Each Committee shall be under the direction and control of the Board of Directors and shall keep regular minutes of their proceedings, and all actions of each Committee shall be reported to the Board of Directors and shall not be effective until approved by the Board of Directors, subject to revision and alteration by the Board of Directors.

ARTICLE IX

Officers and Employees

Section 9.1 Number: Election

The officers of Crosslake Community School shall be elected for one-year terms by the Board of Directors, and shall consist of a Chairperson, Vice Chair, Treasurer, Secretary and such other officers as the Board of Directors shall determine from time to time.

Section 9.2 Chairperson

The Chairperson shall:

- (a) Exercise the executive functions of Crosslake Community School.
- (b) Preside at all meetings of the Board of Directors.
- (c) Perform such duties and exercise such powers as are necessary of the business and affairs of Crosslake Community School as directed by the Board of Directors.
- (d) Sign and deliver, in the name of Crosslake Community School, all deeds, contracts, or otherwise directed/appointed by the Board of Education.
- (e) Sign on behalf of the Board of Education/ Board Directors when directed by the Board of Education.
- (f) Have the general powers and duties usually vested in the Office of the President; and,
- (g) Have such other powers and perform such other duties as are prescribed by Minnesota Statutes § 317a.305, subd. 2.

Section 9.3 Vice Chair

The Vice-Chair shall:

- (a) Exercise the functions of the Office of the Chairperson of Crosslake Community School, in the absence of the Chairperson.
- (b) Preside at all meetings of the Board of Directors, in the absence of the Chairperson.
- (c) Ensure that the latest edition of Robert's Rules of Order is used and that all Board Directors are trained in the use of the Rules.
- (d) Work with the and support Board Directors and general public when using Robert's Rules of Order.

Section 9.4 Treasurer (Chief Financial Officer)

The Treasurer shall:

- (a) Keep accurate accounts of all monies of Crosslake Community School received or disbursed.
- (b) Deposit all monies, drafts and checks in the name of, and to the credit of, Crosslake Community School in such banks and depositories as the Board of Directors shall from time to time designate.
- (c) Have the care and custody of Crosslake Community School's funds and securities.
- (d) Have the power to endorse for deposit all notes, checks, and drafts received by Crosslake Community School at the direction of the Board.
- (e) Disburse the funds of Crosslake Community School as ordered by the Board of Directors, making proper vouchers,

therefore.

- (f) Render to the Board Chairperson and the Board of Directors, whenever required, an account of all the transactions as Chief Financial Officer and of the financial condition of Crosslake Community School; and
- (g) Perform such other duties and have such other powers that may from time to time be prescribed by the Board of Directors as prescribed by Minnesota Statutes § 317a.305, subd. 3.

Section 9.5. Secretary

The Secretary shall maintain the Office of Crosslake Community School and shall:

- (a) Attend all meetings of the Board of Directors and all Committees as required;
- (b) Ensure the accuracy of the Minutes of the Board of Directors as prepared by recorder of the Board of Education and filed as corporate records.
- (c) Ensure that all documents and records belonging to Crosslake Community School are preserved by the recorder of the Board of Education;
- (d) Ensure notices of all meetings of the Board of Directors and its Committees;
- (e) Prepare Minutes of the Board of Directors for closed meetings and,
- (f) Perform such other duties as may be prescribed by the Board of Directors.

Section 9.6 Management and Administrative Employees

Crosslake Community School may have such management and administrative employees as the Board of Directors deems necessary. Such employees shall: 1) be appointed in a manner, 2) have their duties and responsibilities, and 3) hold their positions for the time, prescribed by the Board of Directors. The chief administrator of Crosslake Community School is responsible for the management and administration of all employees in all aspects of employment.

Section 9.7 Resignation

Any Officer may resign at any time. Such resignation shall be made in writing to the Chairperson or Secretary of Crosslake Community School and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Chairperson or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

Section 9.8 Chief Administrator Evaluation

The Board of Directors has responsibility for evaluation of Crosslake Community School's chief administrator. For evaluation purposes, a Subcommittee of the Board of Education will conduct the formal evaluation. The Evaluation Subcommittee will be chaired by either a community or parent board member and will consist of parent and community members of the Board of Education and not teaching staff to avoid Conflict of Interest.

ARTICLE X

Distribution of Assets

Section 10.1 Right to Cease Operations and Distributions Assets

By a two-thirds vote of a quorum, the Board of Directors may resolve that Crosslake Community School cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of Crosslake Community School to perform all acts necessary to affect dissolution.

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

Section 10.2 Cessation (Process of Ending) and Distribution

When cessation of operations and distribution of assets has been called for, the Board Directors and designated officers shall cause Crosslake Community School to discontinue, the liquidation process and distribution all Crosslake Community School's assets to the LAKE (Lakes Area Kids Enrichment) Foundation and other entities in accordance with Minnesota Statutes §

ARTICLE XI

Indemnification (Compensation for Harm or Loss)

Section 11.1. Indemnification

Each Director, Officer and employee of the Crosslake Community School, past or present, and each person who serves or may have served at the request of Crosslake Community School as a Director, Officer, Partner, Director, employee, Representative, or Agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by Crosslake Community School in accordance with, and to the fullest extent permitted by, Minnesota Statutes Section 317.521. Crosslake Community School shall not be obligated to indemnify Board Director who has violated Minnesota Statutes § 124E.07 Subd 3(b). Crosslake Community School shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors. Crosslake Community School shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law. This section is and shall be for the sole and exclusive benefit of the individuals designated in this Article and no individual, firm, or entity shall have any rights under this Article by way of assignment, subrogation, or otherwise, whether voluntarily, involuntarily, or by operation of law.

ARTICLE XII

Financial Matters

Section 12.1 Contracts

The Board of Directors may authorize any Officers, Agent or Agents of Crosslake Community School to enter into any contract or execute and deliver any instrument in the name of and on behalf of Crosslake Community School, and any such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or these Bylaws, no Officer, Agent, or Employee shall have any power or authority to bind Crosslake Community School by any contract or engagement or pledge its credit or to render it financially liable for any purpose or to any amount.

Section 12.2 Loans and Pledges

No loans shall be contracted nor pledges or guarantees given on behalf of Crosslake Community School unless specifically authorized by the Board of Directors.

Section 12.3 Authorized Signatures

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

Section 12.4 Deposits

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

Section 12.5 Accounting System and Audit

The Board of Directors shall cause to be established and maintained, in accordance with Government Auditing Standards applied on a consistent basis, an appropriate accounting and financial reporting system for Crosslake Community School. The board shall cause the records and books of account of Crosslake Community School to be audited at least once each fiscal year and at such other times as it may seem necessary or appropriate and may retain such persons or firm for such purposes as it may deem appropriate.

ARTICLE XIII

Authorizer

Section 13.1 Authorizer

Osprey Wilds Environmental Learning Center Charter School Division of Osprey Wilds is the authorizer of Crosslake Community School pursuant to Minnesota Statute §124.05 subd 1 update in 2020 and repealed 124.05 MS 1994 [Repealed, 1996 c 399 art 1 s 11]. (revisor says this was repealed)

Section 13.2 Voluntary Authorization

The Board of Education recognizes and acknowledges that Osprey Wilds Environmental Learning Center voluntarily excises powers given by applicable law. The Board of Education also understands that Osprey Wilds Environmental Learning Center shall not be deemed responsible or waive any waivers of Osprey Wilds Environmental Learning Center authorizer powers.

Section 13.3 Independence of Crosslake Community School

Crosslake Community School is independent of Osprey Wilds Environmental Learning Center and:

- a) Is not a division, part or an agent Osprey Wilds Environmental Learning Center.
- b) Osprey Wilds Environmental Learning Center has separate financial obligations. Crosslake Community School shall not hold Osprey Wilds Environmental Learning Center to financial obligations. Furthermore, Osprey Wilds Environmental Learning Center shall not hold Crosslake Community School to financial obligations.
- c) Crosslake Community School has no authority to authorize, obligate to any contract or agreement. Also, Osprey Wilds Environmental Learning Center has no authority to authorize, obligate to any contract or agreement.

ARTICLE XIV

Open Meeting Law

Section 14.1 Purpose of Open Meeting Law

The purpose of the Open Meeting Law is to:

- prohibit actions being taken at secret meetings where it is impossible for the interested public to become fully informed about a public body's decision or to detect improper influences.
- assure the public's right to be informed.
- afford the public an opportunity to present its views to the public body.

Section 14.2 Application of Open Meeting Law

The Open Meeting Law pursuant to Minnesota Statutes § 13D applies to all meetings of the Board of Education and, in general, meetings of its Committees and Subcommittees. For the law to apply, a quorum (a majority of the members of the public body) must be present. The gathering of a quorum constitutes a meeting if "members discuss, decide, or receive information as a group on issues relating to the official business of the governing body."

The public must be informed as to the time and place of meetings. Although the responsibility to ensure that meetings are properly noticed lies with the public body, this operation is carried out by recorder of the Board of Education. The Board of Education is also required to maintain a record of all votes taken at open meetings. All financial statements of Crosslake Community School are also part of the record. This record must be maintained in a journal and should identify the issues considered by the Board of Education. The Open Meeting Law requires the journal be open and available for inspection by the public.

Section 14.3 Committees and Subcommittees of the Board

The Open Meeting Law applies to meetings of Committees and Subcommittees of the Board of Education if they possess decision-making authority. Decision-making authority is presumed if Board Directors of the Committee comprise a quorum of the governing body or the governing body has delegated its power to the Committee or Subcommittee.

Section 14.4 Serial Meetings

If the Board of Education uses serial meetings, a series of face-to-face, telephone, or electronic conversations among Board members of less than a quorum to avoid the Open Meeting Law requirements, they may be found to have violated the law in most cases, depending on the circumstances.

Section 14.5 Communication Among Board Members

The Open Meeting Law typically does not apply to telephone conversations among less than a quorum or to letters or other written communication. However, telephone conversations, e-mail (see 13.39 Open Meeting Law reference) or letters among less than a quorum of the Board of Education used to avoid the Open Meeting requirements or to fashion an agreement in advance of an open meeting may be found to have violated the law.

No open meeting violations occur when mail—electronic or printed—is used to distribute materials to Board Directors. A problem or violation may arise when the Board Directors respond to the information and begin a discussion of the materials. Therefore, Board Directors are cautioned against communicating with one another outside of an open meeting on matters that may come before the Board of Education.

The Board of Education also may not use a third person (not a Board member) to facilitate a consensus between the Board Directors. For example, this may include agreeing to the content of a letter or other communication outside of a Board of Education meeting.

The Open Meeting Law states that communication on a social media site open to the public does not violate the law. Communication among Board Directors on a private social media site could constitute a violation.

Section 14.6 Social Gatherings

The Open Meeting Law does not apply to a quorum of the governing body that comes together by chance or at a social gathering so long as the group does not use the setting for purposes of conducting official business. However, a quorum of the body may not, as a group, discuss or receive information about official business in any setting under the guise of a private social gathering.

Section 14.7 Informational Gatherings

The Open Meeting Law does apply to informational gatherings, such as retreats, executive sessions, public hearings, and work sessions. The Open Meeting Law applies regardless of whether action is taken or contemplated.

Section 14.8 Building Trust Among the Board of Education

If the Board of Education meets privately with a facilitator to “improve trust, relationships, communication, and collaborative problem solving” among the Board members, it is not a meeting for purposes of the Open Meeting Law as long as the Board does not “discuss, decide or receive information as a group relating to the official business of the governing body.”

Section 14.9 Closed Meetings

Before closing a meeting, a public body shall state on the record the specific grounds permitting the meeting to be closed and describe the subject to be discussed. All meetings are open to the public except in the following cases:

- A. A public body must close meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the members of the public body conclude that discipline may be warranted as a result of those charges, further meetings or hearings relating to the charges must be open. Meetings must also be open at the request of the individual who is the subject of the meeting. Statutes other than the Open Meeting Law may permit or require closed meetings for certain local governmental bodies to conduct specific kinds of disciplinary hearings. For example, Board of Education hearings held to discharge or demote a teacher are private unless the affected teacher wants a public hearing. A public body may close a meeting to evaluate the performance of an individual who is subject to its authority. Before closing a meeting, the public body must identify the individual to be evaluated. The public body must summarize the conclusions of the evaluation at its next open meeting. An evaluation meeting must be open at the request of the subject of the meeting. Pursuant Minnesota Statutes § 13d.05, 122A.41.
- B. The law permits closed meetings based on a limited attorney-client privilege. In order to close a meeting under the attorney-client privilege exception, the governing body must give a particularized statement describing the subject to be discussed. A general statement that the meeting is being closed to discuss pending or threatened litigation is not sufficient.
- C. A meeting may be closed to address certain security issues. If disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses, a meeting may be closed to:
 - receive security briefings and reports,
 - discuss issues related to security systems,

- discuss emergency response procedures, and
- discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities. Before closing a meeting, the public body must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting. A closed meeting must be tape-recorded at the expense of the Board of Education, and the recording must be preserved for at least four years.

Section 14.10. Actual Notice

If a person receives actual notice of a meeting of the Board of Education at least 24 hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice. §13D.04

Section 14.11 Health Pandemic or Declared Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes Chapter 12, a meeting may be conducted by telephone or other electronic means in compliance with Minnesota Statutes § 13d.021.

Section 14.12. Meetings Conducted by Interactive Technology

A meeting may be conducted by interactive technology with an audio and visual link means in compliance with Minnesota Statutes § 13d.02.

ARTICLE XV

Adoption and Amendment of Bylaws

Section 15.1. Majority Vote

Crosslake Community School's governance model as set forth in these Bylaws and/or otherwise required by law may be changed only by or with: a) a majority vote of the Board of Directors; b) majority vote of the licensed teachers employed by Crosslake Community School as teachers, including licensed teachers providing instruction under a contract between Crosslake Community School and a cooperative; and c) approval of Crosslake Community School's authorizer.

Section 15.2. Change in Board Governance

Any change in Board governance shall conform to the board structure set forth in Minnesota Statutes §124E.07, subdivision 3, as amended.

ARTICLE XVI

Insurance

Section 16.1 Insurance

The Board of Education shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

- Workers' Compensation insurance.
- Insurance covering all of Crosslake Community School's real and personal property, whether owned or leased.
- Insurance required by Minnesota Statutes § 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.

ARTICLE XVII

Code of Ethics

Section 17.1 Purpose

The purpose of this policy is to assist the individual Board Directors in understanding his or her role as part of a Board of Education and in recognizing the contribution that each Board Director must make to develop an effective and responsible Board of Education.

Section 17.2 General Statement

Each Board Director shall follow the code of ethics stated in these bylaws.

A. As a Board Director serving on the Crosslake Community School Board of Education, I will:

1. Attend Board of Education meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other Board Directors, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the Board of Education, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of Crosslake Community School.
8. Inform myself about the proper duties and functions of a Board Chair.

B. As a Board Director in performing the proper functions of the Crosslake Community School Board of Education, I will:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the Board of Education as a whole, is to see that Crosslake Community School are properly run – not to run them myself.
5. Work through the chief administrator – not over or around the chief administrator.
6. Delegate the implementation of Board of Education decisions to the chief administrator.

C. As a Board Director to maintain relations with other Board Directors of the Crosslake Community School Board of Education and the community at large, I will:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the Board of Education in legal session – not with the individual Board Directors except as authorized by law.
3. Make no disparaging remarks, in or out of Board of Education meetings, about other Board Directors, the community at large, or their opinions.
4. Keep an open mind about how I will vote on any proposition until the Board of Education has met and fully discussed the issue.
5. Make decisions by voting in Board of Education meetings after all sides of debatable questions have been presented.
6. Insist that committees be appointed to serve only in an advisory capacity to the Board of Education.

D. As a Board Director in meeting my responsibilities to the Crosslake Community School community, I will:

1. Attempt to appraise and plan for both the present and future educational needs of the Crosslake Community School and the community at large.
2. Attempt to obtain adequate financial support for Crosslake Community School programs.
3. Insist that business transactions of Crosslake Community School be ethical and open.
4. Strive to uphold my responsibilities and accountability to the taxpayers at Crosslake Community School.

E. As a Board Director in working with the chief administrator of Crosslake Community School and staff, I will:

1. Hold the chief administrator responsible for the administration of Crosslake Community School.
2. Give the chief administrator authority commensurate with his or her responsibilities.
3. Assure that Crosslake Community School will be administered by the best professional personnel available.
4. Participate in Board of Education action after considering the recommendation of the chief administrator and only after the chief administrator has furnished adequate information supporting the recommendation.
5. Insist the chief administrator keep the Board of Education adequately informed at all times.
6. Offer the chief administrator counsel and advice.
7. Recognize the status of the chief administrator as a non-voting, ex officio member of the Board of Education.
8. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole Board of Education for proper referral according to the chain of command.
9. Present any personal criticisms of employees to the chief administrator or the Human Resources representative/consultant.
10. Provide support for the chief administrator and employees of Crosslake Community School so they may perform their proper functions on a professional level.

F. As a Board Director in fulfilling my legal obligations, I will:

1. Comply with all federal, state, and local laws relating to my work as a Board Director.

2. Comply with all Crosslake Community School policies as adopted by the Board of Education.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over Crosslake Community School.
4. Abide by all the rules, regulations and contract as set forth by the Crosslake Community School authorizer, Osprey Wilds Environmental Learning Center as long as rules and regulations conform and promulgated by any agency that has jurisdiction over Osprey Wilds Environmental Learning Center or Crosslake Community School.
4. Recognize that school district business may be legally transacted only in an open meeting of the Board of Education, following Minnesota's Open Meeting Law.
5. Avoid conflicts of interest and refrain from using my Board of Education position for personal gain.
6. Take no private action that will compromise the Board of Education or administration of Crosslake Community School.
7. Guard the confidentiality of information that is protected under applicable law.
8. Follow all applicable statutes, laws and regulations of the State of Minnesota as it relates to Charter School.

ARTICLE XVIII

Miscellaneous Provisions

Section 18.1 Construction and Definitions

These Bylaws shall be construed to conform to the laws of the State of Minnesota.

Section 18.2. Interpretation

Any provision of these Bylaws which turns out to be prohibited or unenforceable under Minnesota law shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other provision of the Bylaws. These Bylaws shall also be construed in a manner which renders their provisions valid and enforceable to the maximum extent (not exceeding their express terms), under applicable law.

Crosslake Community School
Exhibit G: Academic and Academic-Related Goals
Contract Period July 1, 2022 through June 30, 2025

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	8	0	0.0%
2: English Language Learners	N/A	0	0.0%
3: Reading Growth	19	0	0.0%
4: Math Growth	19	0	0.0%
5: Reading Proficiency	12	0	0.0%
6: Math Proficiency	12	0	0.0%
7: Science Proficiency (and Growth)	12	0	0.0%
8: Other Proficiency or Growth	3	0	0.0%
9: Post-Secondary Readiness	7	0	0.0%
10: Attendance	8	0	0.0%
Overall	100	0	0.0%

Indicator 1: Mission Related

8 Points

School Goal: Over the period of the contract, students at Crosslake Community School (CCS) will demonstrate connection to their community through school-wide community engagement activities.			
Performance Ratings	Measure 1.1 – 4 Points: From FY22 to FY24, the aggregate percentage of seat-based students in grades K-8 who participate in a minimum of two out of three major community engagement activities will be at least 90%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 95%.		
Meets Target (x1.0)	The aggregate percentage is at least 90%.		
Approaches Target (x0.5)	The aggregate percentage is at least 85%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 1.2 – 4 Points: From FY23 to FY24, the aggregate percentage of online students in grades K-12 who participate in an environmental or community engagement project will maintain or increase from the baseline set in FY22 (53.7%).		Result:
Exceeds Target (x 1.5)	The school’s aggregate percentage is at least 10.0 points greater than the baseline.		
Meets Target (x1.0)	The school’s aggregate percentage is equal to or greater than the baseline.		
Approaches Target (x0.5)	The school’s aggregate percentage is within 10.0 points of the baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		8	0
		% Earned	
		0.0%	

* The assessment is also administered in the fall; however, only spring scores will be considered for this measure.

Indicator 2: English Language Learners

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

0 Points

School Goal: Over the period of the contract, English Learners at CCS will demonstrate adequate progress towards English language proficiency.				
Performance Ratings	Measure 2.1 [CCR] – 0 Points: Measure 2.1 – From FY22 to FY24, the seat-based CCS program will meet the State Progress Target (AMAO 1) on the ACCESS assessment for English Learners in at least two of the three years.			Result:
Exceeds Target (x 1.5)	The seat-based program met the State Progress Target in all years of the contract.			
Meets Target (x1.0)	The seat-based program met the State Progress Target in one of two years, or two of three years.			
Approaches Target (x0.5)	The seat-based program met the State Progress Target in one of three years.			
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 FY24, the online CCS program will meet the State Progress Target (AMAO 1) on the ACCESS assessment for English Learners in at least two of the three years.			Result:
Exceeds Target (x 1.5)	The online program met the State Progress Target in all years of the contract.			
Meets Target (x1.0)	The online program met the State Progress Target in one of two years, or two of three years.			
Approaches Target (x0.5)	The online program met the State Progress Target in one of three years.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
		Points	Points	%
		0	0	0.0%

Indicator 3: Reading Growth

19 Points

School Goal: Over the period of the contract, students at CCS will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.				
Performance Ratings	Measure 3.1 [CCR] – 1 Points: In aggregate, from FY22-FY24, the overall percentage of students whose achievement level on the statewide assessments for reading (as measured by North Star Academic Progress) improved on statewide assessments is equal to or greater than the state percentage.			Result:
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the state.			
Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the state.			
Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the state.			
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] – 2 Points: In aggregate, from FY22-FY24, the overall percentage of students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for reading (as measured by North Star Academic Progress) is equal to or less than the state.			Result:
Exceeds Target (x 1.5)	The school achieves an overall percentage at least 10 percentage points less than that of the state.			
Meets Target (x1.0)	The school achieves an overall percentage less than or equal to that of the state.			

Approaches Target (x0.5)	The school achieves an overall percentage that is no more than 10 percentage points greater than that of the state.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 3.3 [RG3] – 8 Points: For FY23-FY24, the aggregate percentage of Reading STAR growth points* earned by seat-based students in grades K-8 from fall to spring will be maintained or increased from the FY22 baseline of 65.0%.**		Result:
Exceeds Target (x 1.5)	The aggregate percentage of STAR growth points earned increased 10 points or greater from the baseline.		
Meets Target (x1.0)	The aggregate percentage of STAR growth points earned was maintained or increased from the baseline.		
Approaches Target (x0.5)	The aggregate percentage of STAR growth points earned declined from, but was within 10 points of, the baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 3.4 [RG3] – 8 Points: From FY23-FY24, the aggregate percentage of Reading STAR growth points* earned by online students in grades K-12 from fall to spring will be maintained or increased from the FY22 baseline of 43.4%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage of STAR growth points earned increased 10 points or greater from the baseline.		
Meets Target (x1.0)	The aggregate percentage of STAR growth points earned was maintained or increased from the baseline.		
Approaches Target (x0.5)	The aggregate percentage of STAR growth points earned declined from, but was within 10 points of, the baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		19	0
			% Earned
			0.0%

*See STAR Growth Points Guidance document attached

**Students in Grades K-1 STAR Early Literacy and Grades 2-12 (2-8 for seat-based) take STAR Reading

Indicator 4: Math Growth

19 Points

School Goal: Over the period of the contract, students at CCS will demonstrate growth in math as measured by state accountability tests and nationally normed assessments.			
Performance Ratings	Measure 4.1 [CCR] – 1 Points: In aggregate, from FY22-FY24, the overall percentage of students whose achievement level on the statewide assessments for math (as measured by North Star Academic Progress) improved on statewide assessments is equal to or greater than the state percentage.		Result:
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the state.		
Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the state.		
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] – 2 Points: In aggregate, from FY22-FY24, the overall percentage of students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for math (as measured by North Star Academic Progress) is equal to or less than the state.		Result:

Exceeds Target (x 1.5)	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
Meets Target (x1.0)	The school achieves an overall percentage less than or equal to that of the state.		
Approaches Target (x0.5)	The school achieves an overall percentage that is no more than 10 percentage points greater than that of the state.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 4.3 [RG3] – 8 Points: From FY23-FY24, the aggregate percentage of Math STAR growth points* earned by seat-based students in grades 2-8 from fall to spring will be maintained or increased from the FY22 baseline of 79.0%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage of STAR growth points earned increased 10 points or greater from the baseline.		
Meets Target (x1.0)	The aggregate percentage of STAR growth points earned was maintained or increased from the baseline.		
Approaches Target (x0.5)	The aggregate percentage of STAR growth points earned declined from, but was within 10 points of, the baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 4.4 [RG3] – 8 Points: From FY23-FY24, the aggregate percentage of Math STAR growth points* earned by online students in grades 2-12 from fall to spring will be maintained or increased from the FY22 baseline of 54.0%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage of STAR growth points earned increased 10 points or greater from the baseline.		
Meets Target (x1.0)	The aggregate percentage of STAR growth points earned was maintained or increased from the baseline.		
Approaches Target (x0.5)	The aggregate percentage of STAR growth points earned declined from, but was within 10 points of, the baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		19	0
			% Earned
			0.0%

*See STAR Growth Points Guidance document attached

Indicator 5: Reading Proficiency

12 Points

School Goal: Over the period of the contract, students at CCS will demonstrate proficiency in reading as measured by state accountability tests.			
Performance Ratings	Measure 5.1 [RG3] – 1 Point: From FY22 to FY24, the school's aggregate proficiency index score for seat-based students in grade 3 will increase from the baseline proficiency index score (FY21 baseline: 33.3) OR will be greater than that of the state for the same grade (3).		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the baseline score OR is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the state's score.		

Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.2 [CCR] – 3 Points: From FY22 to FY24, the school’s aggregate proficiency index score for seat-based students will maintain or increase each year from the baseline proficiency index score (FY21 baseline: 66.7) OR will be equal to or greater than that of the state for the same grades (4-8).		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the baseline score OR is greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.3 [AGC] – 1 Point: From FY22 to FY24, the school’s aggregate proficiency index score for seat-based students in the Free/Reduced Priced Lunch group will be equal to or greater than that of the state for the same student group and the same grades (3-8).		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.4 [AGC] – 1 Point: From FY22 to FY24, the school’s aggregate proficiency index score for seat-based students in the Special Education group will be equal to or greater than that of the state for the same student group and the same grades (3-8).		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.5 [CCR] – 4 Points: From FY23 to FY24, the school’s aggregate proficiency index score for online students in grades 3-8 and 10 will increase each year from the baseline proficiency index score (FY22 baseline = 57.9) OR will be equal to or greater than the average of the comparison online schools* for the same grades (3-8 & 10) each year. If CCS has no tested students in a given grade, those grades will not be included in the comparison schools data.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the online schools' score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is greater than the baseline score OR is equal to or greater than the online schools' score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the online schools' score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 5.6 [AGC] – 1 Point: From FY22 to FY24, the school’s aggregate proficiency index score for online students in the Free/Reduced Priced Lunch student group will be equal to or greater than that of the average of the comparison online schools* for the same group and the same grades (3-8 & 10). If CCS has no tested students in a given grade, those grades will not be included in the comparison schools data.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the online schools score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the online schools score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the online schools score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.7 [AGC] – 1 Point: From FY22 to FY24, the school’s aggregate proficiency index score for online students in the Special Education student group will be equal to or greater than that of the average of the comparison online schools* for the same group and the same grades (3-8 & 10). If CCS has no tested students in a given grade, those grades will not be included in the comparison schools data.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the online schools score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the online schools score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the online schools score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		12	0
		% Earned	
		0.0%	

*Online comparison schools data will be compiled by the Minnesota Department of Education and will include TRIO Wolf Creek (9-12), Blue Sky Charter School (6-12), Minnesota Online High School (9-12), Minnesota Connections Academy (K-12), and Minnesota Virtual Schools (6-12).

Indicator 6: Math Proficiency

12 Points

School Goal: Over the period of the contract, students at CCS will demonstrate proficiency in math as measured by state accountability tests.			
Performance Ratings	Measure 6.1 [CCR] – 4 Points: From FY22 to FY24, the school’s aggregate proficiency index score for seat-based students will maintain or increase each year from the baseline proficiency index score (FY21 baseline: 40.0) OR will be equal to or greater than that of the state for the same grades (3-8).		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the baseline score OR is greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.2 [AGC] – 1 Point: From FY22 to FY24, the school’s aggregate proficiency index score for seat-based students in the Free/Reduced Priced Lunch group will be equal to or greater than that of the state for the same student group and the same grades (3-8).		Result:

Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.3 [AGC] – 1 Point: From FY22 to FY24, the school's aggregate proficiency index score for seat-based students in the Special Education group will be equal to or greater than that of the state for the same student group and the same grades (3-8).		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.4 [CCR] – 4 Points: From FY23 to FY24, the school's aggregate proficiency index score for online students in grades 3-8 and 11 will increase each year from the baseline proficiency index score (FY22 baseline = 29.5) OR will be equal to or greater than the average of the comparison online schools* for the same grades (3-8 & 11) each year. If CCS has no tested students in a given grade, those grades will not be included in the comparison schools data.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the online schools' score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the baseline score OR is equal to or greater than the online schools' score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the online schools' score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.5 [AGC] – 1 Point: From FY22 to FY24, the school's aggregate proficiency index score for online students in the Free/Reduced Priced Lunch student group will be equal to or greater than that of the average of the comparison online schools* for the same group and the same grades (3-8 & 11). If CCS has no tested students in a given grade, those grades will not be included in the comparison schools data.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above the online schools score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the online schools score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the online schools score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.6 [AGC] – 1 Point: From FY22 to FY24, the school's aggregate proficiency index score for online students in the Special Education student group will be equal to or greater than that of the average of the comparison online schools* for the same group and the same grades (3-8 & 11). If CCS has no tested students in a given grade, those grades will not be included in the comparison schools data.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above the online schools score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the online schools score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the online schools 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
12	0	0.0%

*Online comparison schools data will be compiled by the Minnesota Department of Education and will include TRIO Wolf Creek (9-12), Blue Sky Charter School (6-12), Minnesota Online High School (9-12), Minnesota Connections Academy (K-12), and Minnesota Virtual Schools (6-12).

Indicator 7: Science Proficiency

12 Points

School Goal: Over the period of the contract, students at CCS will demonstrate proficiency in science as measured by state accountability tests and growth in science as measured by nationally normed assessment.			
Performance Ratings	Measure 7.1 [CCR] – 4 Points : From FY22 to FY24, the school's aggregate proficiency index score for seat based students in grades 5 & 8 will maintain or increase each year from the baseline proficiency index score (2021 baseline = 54.0) OR will be equal to or greater than that of the state for the same grades (5, 8).		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the baseline score OR is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the state's 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 [AGC] – 1 Point : From FY22 to FY24, the school's aggregate proficiency index score for seat based students in the Free/Reduced Priced Lunch student group will be equal to or greater than that of the state for the same student group and the same grades (5, 8).		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.3 [AGC] – 1 Point : From FY22 to FY24, the school's aggregate proficiency index score for seat based students in the Special Education student group will be equal to or greater than that of the state for the same student group and the same grades (5, 8).		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.4 [CCR] – 4 Points : From FY23 to FY24, the school's aggregate proficiency index score for online students in grades 5, 8 and High School will increase each year from the baseline proficiency index score (FY22 baseline = 37.0) OR will be equal to or greater than the average of the comparison online schools* for the same grades (5, 8 & High School) each year. If CCS has no tested students in a given grade, those grades will not be included in the comparison schools data.		Result:

Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the online schools' score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the baseline score OR is greater than the online schools' score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the online schools' score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.5 [AGC] – 1 Point: From FY22 to FY24, the school's aggregate proficiency index score for online students in the Free/Reduced Priced Lunch student group will be equal to or greater than that of the average of the comparison online schools* for the same student group and the same grades (5, 8 & High School). If CCS has no tested students in a given grade, those grades will not be included in the comparison schools data.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above the online schools score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the online schools score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the online schools score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.6 [AGC] – 1 Point: From FY22 to FY24, the school's aggregate proficiency index score for online students in the Special Education group will be equal to or greater than that of the average of the comparison online schools* for the same group and the same grades (3-8 & High School). If CCS has no tested students in a given grade, those grades will not be included in the comparison schools data.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above the online schools score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the online schools score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the online schools score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		12	0
			% Earned
			0.0%

*Online comparison schools data will be compiled by the Minnesota Department of Education and will include TRIO Wolf Creek (9-12), Blue Sky Charter School (6-12), Minnesota Online High School (9-12), Minnesota Connections Academy (K-12), and Minnesota Virtual Schools (6-12).

Indicator 8: Proficiency in Other Curricular Areas

3 Points

School Goal: Over the period of the contract, preschool students enrolled at CCS will demonstrate readiness for kindergarten as measured by a locally-developed Kindergarten Readiness Checklist and Over the period of the contract, students at CCS will demonstrate growth in writing as measured by a locally-developed assessment rubric.			
Performance Ratings	Measure 8.1 [R4K] – 3 Points: From FY22 to FY24- Of the students enrolled in CCS PreK at least 4 days per week for at least 80% of the year, at least 85% will meet or exceed kindergarten readiness standards as measured by the locally-developed Kindergarten Readiness checklist that is administered annually each spring.		Result:
Exceeds Target (x1.5)	The aggregate percentage is at least 95%.		

Meets Target (x1.0)	The aggregate percentage is at least 85%.		
Approaches Target (x0.5)	The aggregate percentage is at least 80%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		3	0
			% Earned
			0.0%

Indicator 9: Post-Secondary Readiness
7 Points

School Goal: Over the period of the contract, students at CCS will demonstrate readiness for post-secondary success.			
Performance Ratings	Measure 9.1 [GRAD] – 4 Points: From FY22 to FY24, the CCS six year graduation rate will maintain or improve from the school's 2021 baseline rate of 63.2% OR be equal to or higher than the average of the comparison online schools* each school year for the duration of the contract.		Result:
Exceeds Target (x1.5)	The school’s aggregate graduation rate is at least 10.0 points greater than the baseline rate OR is at least 5.0 points above the online schools score.		
Meets Target (x1.0)	The school’s aggregate graduation rate is equal to or greater than the baseline rate OR is greater than the online schools rate.		
Approaches Target (x0.5)	The school’s aggregate graduation rate is within 5.0 points of the baseline rate OR is within 10.0 points of the online 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 [CCR] – 3 Points: From FY22 to FY24, the aggregate percentage of returning students who begin their 10th grade year with 4 or more credits will be at least 70%.		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.		
		Points Possible	Points Earned
		7	0
			% Earned
			0.0%

*Online comparison schools data will be compiled by the Minnesota Department of Education and will include TRIO Wolf Creek (9-12), Blue Sky Charter School (6-12), Minnesota Online High School (9-12), Minnesota Connections Academy (K-12), and Minnesota Virtual Schools (6-12).

Indicator 10: Attendance
8 Points

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

Performance Ratings	Measure 10.1 – 4 Points: From FY22 to FY24, the seat-based program’s consistent attendance rates will be equal to at least the FY21 baseline of 87.7% OR will be above the statewide attendance rate.		Result:	
Exceeds Target (x 1.5)	The average of the school’s consistent attendance rates is at least 92.0%.			
Meets Target (x1.0)	The average of the school’s consistent attendance rates is at least 87.7% OR is above the state's rate.			
Approaches Target (x0.5)	The average of the school’s annual attendance rates is at least 84.0%.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
Performance Ratings	Measure 10.2 – 2 Points: In FY23-FY24, the online program’s consistent attendance rate for grades K-5 will equal or improve from the baseline set in FY22 (94%).		Result:	
Exceeds Target (x 1.5)	The average of the school’s consistent attendance rates is at least 5 points above the FY22 baseline.			
Meets Target (x1.0)	The average of the school’s consistent attendance rate was equal to or improved on the FY22 baseline.			
Approaches Target (x0.5)	The average of the school’s annual attendance rates is within 5 points of 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 10.3 – 2 Points: In FY23-FY24, the online program’s consistent attendance rate for grades 6-12 will equal or improve from the baseline set in FY22 (87.5%).		Result:	
Exceeds Target (x 1.5)	The average of the school’s consistent attendance rates is at least 5 points above the FY22 baseline.			
Meets Target (x1.0)	The average of the school’s consistent attendance rate was equal to or improved on the FY22 baseline.			
Approaches Target (x0.5)	The average of the school’s annual attendance rates is within 5 points of 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
		8	0	0.0%

CHARTER SCHOOL CONTRACT

Between

Osprey Wilds Environmental Learning Center

and

Crosslake Community School – District #4059

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:

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

WHEREAS, the parties are authorized under Minnesota law to contract for the operation and oversight of a charter school, pursuant to Department of Education approval of Osprey Wilds Environmental Learning Center's affidavit of intent to charter the School, dated June 30, 2009, 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, 2022; 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 Crosslake Community School located at 35808 County Rd 66 Crosslake, MN 56442-2527 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 PreK – 12 with a maximum total enrollment of 500 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 MARSS. The School will utilize the UFARS financial accounting principles and methods. The school will comply with MARSS requirements with respect to student accounting.

Section 6.13. Contributions and 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, 2022, and shall remain in full force and effect for three (3) academic years through the end of the 2024-2025 school year, and shall terminate on June 30, 2025, 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:

Crosslake Community School
Attn: Board Chair
35808 County Rd 66
Crosslake, MN 56442-2527

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, 2022

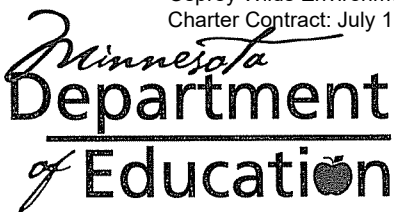
OSPREY WILDS ENVIRONMENTAL LEARNING CENTER

By: Erin E. Anderson
Erin 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: Jared Griffin
Jared Griffin
Its: Board Chair

Exhibit A



June 30, 2009

Katie Kleese
Audubon Center of the North Woods
P.O. Box 530
Sandstone, MN 55072

Dear Ms. Kleese:

This letter provides notification that the request by Audubon Center of the North Woods to sponsor the Crosslake Community School has been approved according to requirements set forth in the Minnesota Statute §124d.10, Charter Schools.

This approval provides Audubon Center of the North Woods the authority to finalize the process of becoming the new sponsor for Crosslake Community School.

The Charter Schools Office has the draft contract between the school and sponsor on file. Please send the final contract once completed and signed.

Congratulations and best wishes for the continued success of Crosslake Community School.

Sincerely,

A handwritten signature in cursive script that reads "Alice Seagren".

Alice Seagren
Commissioner

Cc: Tami Martin, Director, Crosslake Community School
Steve Dess, Sponsor Liaison, Audubon Center of the North Woods

File

**ARTICLES OF INCORPORATION
NONPROFIT CORPORATION
CROSSLAKE COMMUNITY SCHOOL**

Articles of Incorporation of the undersigned, a majority of whom are citizens of the United States, desiring to form a Non-Profit Corporation under the Non-Profit Corporation Law of ~~304~~ 317A (c)(3), do hereby certify:

First: The name of the Corporation shall be Crosslake Community School, 14036 Cty. Rd. #36, Crosslake, MN 56442.

Second: The place in this state where the principal office of the Corporation is to be located in the City of Crosslake, Crow Wing County.

Third: Said corporation is organized exclusively for educational purposes, including for such purposes, the making of distribution to organizations that qualify as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Fourth: The corporation is authorized to issue a total of 0 shares.

Fifth: The name and addresses of the persons who are the initial trustees of the corporation are as follows:

Kathy and Larry Allen
14036 Cty. Rd. 36
Crosslake, MN 56442

Lori and Mike Nash
14287 Brita Lane
Crosslake, MN 56442

Leah Engen
13314 Anchor Point Rd.
Crosslake, MN 56442

Tristin and Dale Host
13641 Kimberley Rd.
Crosslake, MN 56442

Sixth: No part of the net earnings of the corporation shall inure to the benefit of, or distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. 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 or in opposition to any candidate for public office. Notwithstanding any other provisions of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

Seventh: Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization(s), as said Court shall determine, which are organized and operated exclusively for such purposes.

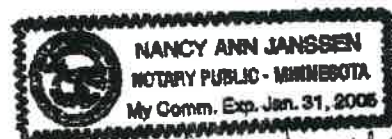
In witness whereof, we have hereunto subscribed our names on this 16 day of March, 2000.

Kathy Allen
Justin Jay Host
Cynthia D. Engen
Dori D. Nash
Mike P. Nash
Laurie R. Allen
Dale H. Host

STATE OF MINNESOTA
FILED.

APR 24 2000

Theresa Kiffmeyer
Secretary of State m



Nancy Ann Janssen

Bylaws

Crosslake Community Schools



Adopted by the Board of Directors
Reviewed
Revised and Approved
Proposed Revised
Revised and Approved

November 2000
February 2014
September 9, 2019
December 14, 2020
June 13, 2022

Signed by Board Secretary or President:

Paul Griffin

On Date:

6/16/2022

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Bylaws of Crosslake Community Schools

ARTICLE I

Name

Section 1.1 Name

The name of Corporation shall be Crosslake Community Schools. Our PK through 8th grade is physically located in the City of Crosslake. This school will be referred to as Crosslake Community School. This is a seat-based program. The other school is a virtual school that is a K-12 Online School. This school will be referred to as Crosslake Online School.

ARTICLE II

Purpose

Section 2.1 Purpose

Crosslake Community Schools is to deliver a public education in Crosslake through environmental education with connections to the communities where the education is delivered throughout the State of Minnesota. Furthermore, Crosslake Community Schools is to provide an educational program for its students to improve all student learning and student achievement. Whereas the educational programs are to: a) establish new forms of accountability for schools, and b) create new professional development opportunities for teachers including the opportunity to be responsible for the learning program at other school sites.

ARTICLE III

Offices

Section 3.1 Central Office

The central office of Crosslake Community Schools, in the State of Minnesota, is in the City of Crosslake, Minnesota, in the County of Crow Wing. Crosslake Community Schools may have such other offices within the State of Minnesota as the Board of Education may determine or as the affairs of Crosslake Community Schools may require. Other office(s) may be, but need not be, identical with the Central Office in the State of Minnesota.

ARTICLE IV

Meetings

Section 4.1 Annual Meetings

The Annual Reorganization Meeting of the Board of Education shall take place in January of each year on a day when school is in session. Notice of the Annual Meeting of Crosslake Community Schools shall be officially designated on paper, postings at school, postings on social media, Crosslake Community Schools' website and other possible locations. Such notice shall contain the date, time, and place of the meeting.

Section 4.2 Regular Meetings

Regular meetings of the Board of Education shall be held the second Monday of each month. An agenda will be published at least five days in advance of a meeting.

Section 4.3 Special Meetings

Special meetings of the Board of Education may be called at any time, for any purpose, by any Board Director. Notice of every special meeting of the Board of Education shall be mailed to each Board Director at least three days before the day on which the meeting is to be held, or in person, e-mailed, or by telephone. Minnesota § 13D.04 subd.2.

Section 4.4 Emergency Meetings

Emergency meetings of the Board of Education may be called at any time because of the circumstances that in the judgment of the Board Directors or Chairperson requires immediate consideration. Posting a published notice of an emergency meeting is not required, but the Board of Education will make good faith efforts to provide notice. Minnesota § 13.D subd.3.

Section 4.5 Closed Meetings

The Board of Education may close a meeting to evaluate the performance of an individual who is subject to its authority, including but not limited to employees of the Crosslake Community Schools, or as otherwise permitted by law or the attorney-client privilege. If a meeting is closed to evaluate the performance of an individual, prior to closing the meeting, the Chairperson shall identify the individual to be evaluated and at the next open meeting, the Chairperson shall summarize the Board Director's conclusions regarding the evaluation; provided, however, that the meeting must be open at the request of the individual who is the subject of the meeting. The Board of Education shall close a meeting if expressly required by law or to discuss information that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults, active investigation data as defined in Minnesota Statutes § 13.82, or educational data that is not public under Minnesota Statutes § 13.32. The Board of Education shall also close a meeting for preliminary consideration of allegations or charges against an individual subject to its authority; provided, however, that if the Board of Education determines discipline may be warranted as a result of such allegations or charges, further meetings related to such allegations or charges shall be open, and all meetings related to such allegations or charges shall be open at the request of the person who is the subject of such allegations or charges. Before closing a meeting, the Board of Education shall state on the record the specific grounds permitting the meeting to be closed and describe the subject to be discussed.

Section 4.6 Meetings by Telephone or Electronic Means

The Board of Education may conduct telephone or electronic meeting in full or in part, including the live streaming of applications, as long as: a) all Board Directors of Crosslake Community Schools participating can hear and see one another or can communicate with an interpretive service, wherever your physical location, b) join through an electronic means, c) members of the public can make the meeting and if on the site at Crosslake Community Schools Central Office at least one person from Crosslake Community Schools is physically present at the location unless the Chairperson, legal counsel, chief administrator for the Board of Education determines that an in-person meeting or meeting conducted under the Minnesota § 13 D.021 is not practical or prudent because of a health pandemic or an emergency declared under chapter 12, and d) votes are conducted by roll call.

Section 4.7 Quorum and Adjourned Meeting

A meeting at which at least a majority of the Board Directors are present shall constitute a quorum for the transaction of business at any Board of Education meeting. If, however, such quorum shall not be present at any such meeting, the Chairperson or any Board Director present there shall have the power to adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present. Notwithstanding the foregoing, if quorum is present when a duly called meeting is convened, and later enough Directors withdraw from the meeting so that less than a quorum remains, no official action can be taken.

Section 4.8 Voting from Board Directors

The affirmative vote of a majority of the quorum of the Board of Education shall constitute a duly authorized action of the Board.

Section 4.9 Public Comment at Meetings

Thirty minutes of time shall be reserved at each regular meeting for comments and requests for business to be brought before the Board of Education by parents/legal guardians of students enrolled at Crosslake Community Schools, employees of the Crosslake Community Schools, students enrolled in Crosslake Community Schools, and interested community members. The Board of Education limits each individual to three minutes of speaking time.

Section 4.10 Policy Review and Adoption

When necessary, new policies are presented to the Board of Education for approval and review. For purposes of a new policy, a first and second reading prior to approval will be required. Policies reviewed annually and those policies that require minor adjustments only may be approved following a single reading and may also be subject to consent agenda protocols.

ARTICLE V

Board of Education

Section 5.1 Board of Education - General Powers

The affairs of Crosslake Community Schools shall be managed by its Board Directors, except as limited by these Bylaws and Minnesota § 124E and applicable laws. The Board Directors shall decide and be responsible for policy matters related to operation of Crosslake Community School including, but not limited to budgeting, curriculum, personnel, and operating procedures except for policies that are stated in the contract between Osprey Wilds Environmental Learning Center and Crosslake Community Schools.

Section 5.2 Number

The Board of Education shall consist of eight nonrelated Board Directors:

- A. one parent/guardian that has a child currently attending the seat-based program at Crosslake Community Schools, subject to the provisions of Section 6.3.B;
- B. one parent/guardian that has a child currently attending the online program at Crosslake Community Schools, subject to the provisions of Section 6.3.B;
- C. one parent/guardian that has a child currently attending either the seat-based or on-line program at Crosslake Community Schools;
- D. one community member that does not have children/child that attends Crosslake Community Schools or is employed by Crosslake Community Schools;
- E. two teachers that work for Crosslake Community Schools seat-based program, subject to the provisions of Section 6.3.B; and
- F. two teachers that work for Crosslake Community Schools online program, subject to the provisions of Section 6.3.B.

A teacher from an educational cooperative district that works in Crosslake Community Schools may occupy the Director position of either a teacher from Crosslake Community Schools seat-based or online program in lieu of a Crosslake Community Schools teacher, in accordance with the program to which the teacher is assigned. Teachers may be full-time or part-time teachers. Employees other than teachers are not allowed to serve on the Board of Education.

Section 5.3 Qualifications

Any teacher nominated and elected as a Board Director must have one or more years of experience at Crosslake Community Schools or an educational cooperative district that works in Crosslake Community Schools. Also, a parent/guardian must have a child enrolled at Crosslake Community Schools for at least one school year preceding his/her nomination. A community member interested in serving on the Board of Education needs to be 18 years of age or older; must not have a child that attends or is enrolled at Crosslake Community Schools; and cannot be employed by Crosslake Community Schools. An individual is prohibited as serving as a Board Director if: (1) the individual is a contractor providing facilities, goods, or services to Crosslake Community Schools; (2) the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (3) an immediate family member is an employee of Crosslake Community Schools.

ARTICLE VI

Elections

Section 6.1 Board Director Terms

Each Board Director shall hold office for a two-year term or until a successor has been duly elected and qualified, or until the director dies, resigns, is removed, or the term otherwise expires as provided by law or the Bylaws of Crosslake Community Schools.

An election shall be conducted in such a fashion that approximately half of the Board of Education is elected each year. All Board Director's terms end on December 31.

Section 6.2 General Election Procedure

General elections shall be held annually for the Board of Directors.

- A. Election Officials. The election procedure shall be administered by three Board of Education appointed Election Officials who are individuals not running for the Board of Directors and have no family member(s) running for the Board of Directors. Election Officials are appointed annually prior to Crosslake Community Schools' Open House.
- B. The job duties of the Election Officials include:
 - The issuing the Call for Nominations in emails and letters to parents/guardians, staff and community members
 - Collecting the candidates' information and materials for the Board of Education's publishing of example ballots
 - Registration of eligible voters
 - Counting and recording ballots
 - Ensuring the integrity of the voting process
 - Reporting election results to the Board of Education Chairperson (Election Certification Report)
- C. The Election shall be held no later than 60 days prior to the end of the term for the Board Directors and the notice of the date of the election shall be provided at least 30 days in advance of the election. The deadline for holding the Election may be extended, at the discretion of the Election Officials, if a Second Call for Nominations is required.
- D. Elections shall take place through electronic and onsite paper balloting. The onsite location must be stated in the voting instructions. The onsite location should be in a semi-private location to protect the integrity of an individual's vote.
- E. One or two Election Officials shall be charged with securing the paper voting box and will lock the voting box in a room where other people may not have access to it, except the Election Officials, when the Election Officials are not in attendance.
- F. The Coordinator of Technology or a person appointed by the Board of Education's Chairperson shall be charged with securing the online system of voting.
- G. The election checklist, Signature Registration Sheet, a print out of electronic ballots, paper ballots (including invalidated ballots), and an election tally sheet shall be filed and kept for 7 years.

Section 6.3 Nominations, Candidates, and Determining New Board Directors

- A. Crosslake Community Schools' Open House. The Call for Nominations shall announce the open Director positions, the expiration of the term of the position and the required qualifications for the positions. The Call for Nominations also shall include the manner for submitting a nomination and the due date for submission of the nomination. Election Officials shall confirm with the nominees their willingness to serve if elected. If the nominee is not willing to serve, the nominee shall not be included on the ballot.
- B. If a parent/guardian or teacher candidate for the Director positions specifically designated as seat-based or online program is not nominated, a Second Call for Nominations shall be issued by the Election Officials during the general time frame of Crosslake Community Schools' Fall Conferences. The Second Call for Nominations shall announce that a parent/guardian or teacher, as applicable, from either the seat-based based or online program may be considered for any of the open parent or teacher Director positions for which an otherwise qualified nominee was not received. The Second Call for Nominations also shall include the manner for submitting a nomination and the due date for submission of the nomination. Election Officials shall confirm with the nominees their willingness to serve if elected. If the nominee is not willing to serve, the nominee shall not be included on the ballot.
- C. Nominations will be collected by the Election Officials until the Call for Nominations expires.
- D. The Election Officials shall issue a Notice of Election at least 30 days in advance of the election. The Notice shall identify the date of the election, the vacant seats and terms, the nominees for each vacant seat and the times, locations and procedure for voting.
- E. Write-in candidates will be allowed for any seat, including vacant seats where a qualified nominee/candidate did not run.
- F. The candidates with the highest number of votes win.
- G. In the event of a tie for an elected position, a run-off election shall be held with at least 30 days of the Notice of the run-off election provided to voters.
- H. A disputed ballot shall be considered valid when all three Election Officials reach a unanimous agreement over the dispute. Otherwise, the ballot is considered invalid and will not be tallied, but set aside and filed with the other ballots.
- I. The number of votes for each candidate received shall be published in Crosslake Community Schools' Board of Directors meeting minutes.

Section 6.4 Votes

- A. Any parent (natural, step, or foster), legal guardian of a student enrolled, or a student that is 18 years of age or older at Crosslake Community Schools, shall have one vote.
- B. All paid staff including staff that work for a cooperative at Crosslake Community Schools shall have one vote.
- C. All Crosslake Community Schools' Board Directors shall have one vote.

Section 6.5 Voting Procedures

Each eligible voter receives one ballot.

- A. A voting person may either vote in person, electronically or an absentee ballot.
 - i. To vote in person, a voter must sign the signature sheet and may need to produce some identification of who they are to receive a ballot. The identification would apply to people not known by an Election Official.
 - ii. To vote electronically, a voter will receive a ballot through an email. An electronic signature certifying the person has voted will be marked off as a vote on the signature sheet. This step will be done by an Election Official. The ballot received is conducted by a third party survey that is not traceable for the Election Officials.
- B. To vote by absentee ballot, a voter must complete the following:
 - i. Request a ballot by five (5) school days prior to the election;
 - ii. Once received, set aside the extra envelopes to return the ballot;
 - iii. Once the ballot is filled out, place the ballot into the blank envelope and seal the envelope;
 - iv. Take the blank envelope and put it inside the envelope that asks for the voter's signature and seal the envelope;
 - v. Sign and date the envelope;
 - vi. Take the signed and dated envelope and put it inside of the postage paid mailing envelope; and
 - vii. Drop it in the mailbox and have it postmarked by the Friday before the first day of the election. All envelopes need to arrive at Crosslake Community Schools on or before the 3:00 p.m. on the last day of the election.
 - viii. Voters may drop off the absentee ballot rather than mail it. The last day to turn in a ballot is 3:00 p.m. on the last day of the election.
 - ix. Election Officials will open the first two envelopes and add the rest of the ballots in the ballot box to be counted.
- C. The in-person signature serves as a person who has voted and will supersede any other form of a ballot.
- D. For in-person voting, a ballot is numbered to correspond with the signature sheet.
- E. At the voting location, ballots shall be put in the voting box.
- F. The voting box must be locked in the office when it is not attended.
- G. An email will be sent to the email address for each parent/guardian, staff, student who is 18 years of age or older, and Board Directors at the email address on file.
- H. Voting will take place over the course of five business days prior to the Election.

Section 6.6 Counting Procedures

- A. Counting will be done by the Board of Education appointed Election Officials.
- B. Counting will be done by the Board of Education appointed Election Officials.
- C. Counting will be done immediately after the election starting by 4 p.m., weather depending.
- D. In-person ballots will be counted first followed by all electronic ballots from the previous five days. Electronic ballots shall not be counted in advance of the in-person voting closing time.
- E. Invalid ballots will be kept separate and tallied at the end for reporting to the Board of Education.
 - i. Reasons for invalid ballots include:
 - a. Not an official ballot
 - b. Marking too many candidates
- F. In the event that more than one ballot is received from the same voter, only the in-person vote will be counted.
- G. Each Election Official will tally each ballot. If none of the counts match, they will be recounted until all three Election Officials reach the same numbers.
- H. The number of ballots will be verified with the number of signatures on the Signature Registration Sheet and the electronic print out of electronic votes.
- I. The Election Certification Report will be filled out and given to the Board of Education Chairperson to be included in the Board Minutes for the next Board of Education meeting.

- J. The Board of Education Chairperson will call all the candidates to inform them of the results and ensure their willingness to serve as a Director and make public the results of the election the following Monday by 5 p.m.

Section 6.7 Elections During a Pandemic, Epidemic, Outbreak of a Disease or Health Emergency

- A. If Crosslake Community Schools is closed for all activities or all students are distance learning, then the election will take place completely online. Ballots will be emailed again to all eligible voting members and an additional five business days will be added to the election so all voters will be able cast their vote. The five additional days to vote will be added only if distance learning starts the week of the election.
- B. If Crosslake Community Schools is in a Hybrid Learning Scenario or some students are in the Hybrid Scenario while other students are distance learning, then the election will proceed using the regular protocols.

Section 6.8 Vacancies of a Member from the Board of Directors

Vacancies in the Board of Education by a Board Director who vacates their position by resignation during their term or that is vacant due to the lack of an elected candidate during the general election, will call for another election. A general election will occur in approximately October and a special election, if needed, shall occur approximately in June. A vacated seat will follow the composition of the Board of Education, one community member, three parents (one from the seat-based program, one from the online program and one from either the seat-based or online program), and four teachers (two from the seat-based program and two from the online program).

- A. If the first non-elected individual receiving the most votes declines to serve on the Board of Education, the Board Directors shall appoint a member to serve on the Board of Education until the next election. The Board Directors may appoint any eligible person at any time during the term that vacated seat is not filled.
- B. The Board of Education will address the vacancy at every Board of Education meeting the seat remains vacated.
- C. If there is more than one candidate presented at the Board of Education meeting, the Board Directors will vote by ballot for the candidate they choose. Each Board of Education member shall have one vote. In addition, the recorder of the Board of Education shall count and report the results to the Board Chairperson.
- D. If there is a tie, the seat remains vacated until the next Board of Education's meeting. The process is repeated until a candidate fills the vacated seat.
- E. A Director filling a vacancy shall hold office for the remainder of term of the vacant position.

Section 6.9. Resignation and Removal

Directors may resign at any time, effective immediately, or at a specified later date, by giving written notice to the Board of Education Chairperson or the Administrative Assistant of Crosslake Community Schools. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

The Board of Education may remove, for proper cause, any Director or Officer of the Board of Education and fill the vacancy; but such removal must be by a concurrent vote of at least four members at a meeting of whose time, place, and object the charged Director has been duly notified, with the reasons for such proposed removal and after an opportunity to be heard in defense against the removal.

Section 6.10 Filling Vacancies

Unless otherwise provided by Minnesota Statutes Section 317A.227 or Section 6.9, vacancies on the Board of Education caused by death, disqualification, disability, removal, absence of three consecutive designated Board of Education meetings (without substantial reason), or such other cause shall be filled by appointment of a new Director by the affirmative vote of a majority of the remaining Directors, even if less than a quorum. A Director filling a vacancy shall hold office for the remainder

Section 6.11. Presence at Meetings

Members of the Board of Directors or of any Committee, as applicable, may participate in a meeting of the Board of Directors or any Committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can simultaneously hear or hear through an interpretive service. Any form of the method may constitute presence at a meeting.

Any Board Directors not in attendance for three consecutive meetings may be removed from serving on the Board of

Education and a replacement would be appointed by the Board of Education for the remainder of that Director's term.

Section 6.12. Compensation

Board Directors shall not receive compensation for their services as a Director, but nothing in the Bylaws shall be construed to preclude any Director from serving Crosslake Community Schools in any other capacity and receiving compensation, therefore.

Article VII

Conflict of Interest

Section 7.1. Conflict of Interest

A Conflict of Interest Policy is established by the Board of Directors that is consistent with Minnesota Statutes 124e.14.

- A. No member of the Board of Directors, employee, officer, or agent of Crosslake Community Schools shall participate in selecting, awarding, or administering a contract if a Conflict of Interest exists. A conflict exists when:
- the Board of Education member, employee, officer, or agent,
 - the immediate family of the Board of Education member, employee, officer, or agent,
 - the partner of the Board of Education member, employee, officer, or agent; or
 - an organization that employs, or is about to employ, any individual in clauses (i) to (iii), has a financial or other interest in the entity with which Crosslake Community Schools is contracting. A violation of this prohibition renders the contract void.
- B. The Conflict of Interest provisions under this section do not apply to compensation paid to a teacher employed as a teacher by the Crosslake Community Schools or a teacher who provides instructional services to Crosslake Community Schools through a cooperative formed under Chapter 308A when the teacher also serves on the Crosslake Community Schools Board of Directors.
- C. A Crosslake Community Schools Board Director, employee, or officer is a local official for purposes of section 471.895 with regard to receipt of gifts as defined under section 10A.071, subdivision 1, paragraph (b). A Board of Education member, employee, or officer must not receive compensation from a group health insurance provider.
- D. All Board Directors must complete a Conflict of Interest statement, reviewed by Osprey Wilds Environmental Learning Center, stating that the Board Director has no conflict of interest.

ARTICLE VIII

Committees of the Board of Education

Section 8.1 Committees of the Board of Education

The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define authority of, set the number and determine the identity of members of one or more Committees. Committee members must be parents, employees, and students, but need not be members of the Board of Directors. The Board of Education may, by similar vote, designate one or more alternate members of any Committee who may replace any absent or disqualified member at any meeting of the Committee.

Section 8.2 Committee Membership

Except as otherwise specified in these Bylaws, the Chair of any Standing, Ad Hoc, or Advisory Committee of the Board of Education may determine the membership of such Committee with the advice and consent of the Board of Directors. Each Committee Chair shall maintain a record of the voting members of the Committee and shall submit such records to the Secretary of Crosslake Community School.

Section 8.3 Student Voice

Each Committee must make extensive and repeated attempts to place students on a Board Approved Committee. While there is no age requirement, the expectation is a student may have a "voice" and can contribute to the committee but does not have a vote.

Section 8.4 Action by Committees

Unless otherwise stated in the resolutions creating it, or in these Bylaws, Committee actions shall be taken only upon the affirmative vote of a majority of the members of the Committee. Failure of a Committee to reach an agreement upon any issue

before it shall require referral of such issue to the entire Board of Directors. Committee actions are considered recommendations until approved by the full Board of Directors.

Section 8.5 Committee Meetings

The activities of all Committees of Crosslake Community Schools shall be conducted in such manner as will advance the best interests of Crosslake Community Schools. Except as specifically set forth herein, the provisions of these Bylaws shall apply to Committees and members thereof to the same extent they apply to the Board of Directors and Directors. Each Committee shall meet at such times and places as provided by its rules or by resolution of the Board of Directors. Notice of Committee meetings shall be given to each Committee member at least three days in advance of the meeting by such methods of delivery set forth in these Bylaws except that if the time, date and location of a Committee meeting was announced at a previous Committee meeting, no notice is required. The meetings of all Committees shall be open to attendance and participation by all Directors, but only members of the Committee may vote. Committee chairs shall submit minutes of all Committee meetings to the Secretary of the Crosslake Community Schools, which minutes shall be open to inspection as set forth in these Bylaws.

Section 8.6 Quorum

A quorum for any Committee meeting shall be a majority of the voting members of the Committee of record.

Section 8.6 Control by the Board of Directors

Each Committee shall be under the direction and control of the Board of Directors and shall keep regular minutes of their proceedings, and all actions of each Committee shall be reported to the Board of Directors and shall not be effective until approved by the Board of Directors, subject to revision and alteration by the Board of Directors.

ARTICLE IX

Officers and Employees

Section 9.1 Number: Election

The officers of Crosslake Community Schools shall be elected for one-year terms by the Board of Directors, and shall consist of a Chairperson, Vice Chair, Treasurer, Secretary and such other officers as the Board of Directors shall determine from time to time.

Section 9.2 Chairperson

The Chairperson shall:

- (a) Exercise the executive functions of Crosslake Community Schools.
- (b) Preside at all meetings of the Board of Directors.
- (c) Perform such duties and exercise such powers as are necessary of the business and affairs of Crosslake Community Schools as directed by the Board of Directors.
- (d) Sign and deliver, in the name of Crosslake Community Schools, all deeds, contracts, or otherwise directed/appointed by the Board of Education.
- (e) Sign on behalf of the Board of Education/ Board Directors when directed by the Board of Education.
- (f) Have the general powers and duties usually vested in the Office of the President; and,
- (g) Have such other powers and perform such other duties as are prescribed by Minnesota Statutes § 317a.305, subd. 2.

Section 9.3 Vice Chair

The Vice-Chair shall:

- (a) Exercise the functions of the Office of the Chairperson of Crosslake Community Schools, in the absence of the Chairperson.
- (b) Preside at all meetings of the Board of Directors, in the absence of the Chairperson.
- (c) Ensure that the latest edition of Robert's Rules of Order is used and that all Board Directors are trained in the use of the Rules.
- (d) Work with the and support Board Directors and general public when using Robert's Rules of Order.

Section 9.4 Treasurer (Chief Financial Officer)

The Treasurer shall:

- (a) Keep accurate accounts of all monies of Crosslake Community Schools received or disbursed.

- (b) Deposit all monies, drafts and checks in the name of, and to the credit of, Crosslake Community Schools in such banks and depositories as the Board of Directors shall from time to time designate.
- (c) Have the care and custody of Crosslake Community Schools' funds and securities.
- (d) Have the power to endorse for deposit all notes, checks, and drafts received by Crosslake Community Schools at the direction of the Board.
- (e) Disburse the funds of Crosslake Community Schools as ordered by the Board of Directors, making proper vouchers, therefore.
- (f) Render to the Board Chairperson and the Board of Directors, whenever required, an account of all the transactions as Chief Financial Officer and of the financial condition of Crosslake Community Schools; and
- (g) Perform such other duties and have such other powers that may from time to time be prescribed by the Board of Directors as prescribed by Minnesota Statutes § 317a.305, subd. 3.

Section 9.5. Secretary

The Secretary shall maintain the Office of Crosslake Community Schools and shall:

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

Section 9.6 Management and Administrative Employees

Crosslake Community Schools may have such management and administrative employees as the Board of Directors deems necessary. Such employees shall: 1) be appointed in a manner, 2) have their duties and responsibilities, and 3) hold their positions for the time, prescribed by the Board of Directors. The chief administrator of Crosslake Community Schools is responsible for the management and administration of all employees in all aspects of employment.

Section 9.7 Resignation

Any Officer may resign at any time. Such resignation shall be made in writing to the Chairperson or Secretary of Crosslake Community Schools and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Chairperson or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

Section 9.8 Chief Administrator Evaluation

The Board of Directors has responsibility for evaluation of Crosslake Community Schools' chief administrator. For evaluation purposes, a Subcommittee of the Board of Education will conduct the formal evaluation. The Evaluation Subcommittee will be chaired by either a community or parent board member and will consist of parent and community members of the Board of Education and not teaching staff to avoid Conflict of Interest.

ARTICLE X

Distribution of Assets

Section 10.1 Right to Cease Operations and Distributions Assets

By a two-thirds vote of a quorum, the Board of Directors may resolve that Crosslake Community Schools cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of Crosslake Community Schools to perform all acts necessary to affect dissolution.

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

Section 10.2 Cessation (Process of Ending) and Distribution

When cessation of operations and distribution of assets has been called for, the Board Directors and designated officers shall cause Crosslake Community Schools to discontinue, the liquidation process and distribution all Crosslake Community Schools' assets to the LAKE (Lakes Area Kids Enrichment) Foundation and other entities in accordance with Minnesota Statutes § 317a.735. Notice of Intent to Dissolve shall be filed with the Secretary of State pursuant to Minnesota Statutes § 317a.723.

ARTICLE XI

Indemnification (Compensation for Harm or Loss)

Section 11.1. Indemnification

Each Director, Officer and employee of the Crosslake Community Schools, past or present, and each person who serves or may have served at the request of Crosslake Community Schools as a Director, Officer, Partner, Director, employee, Representative, or Agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by Crosslake Community Schools in accordance with, and to the fullest extent permitted by, Minnesota Statutes Section 317.521. Crosslake Community Schools shall not be obligated to indemnify a board member who has violated Minnesota Statutes § 124E.07 Subd 3(b). Crosslake Community Schools shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors. Crosslake Community Schools shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law. This section is and shall be for the sole and exclusive benefit of the individuals designated in this Article and no individual, firm, or entity shall have any rights under this Article by way of assignment, subrogation, or otherwise, whether voluntarily, involuntarily, or by operation of law.

ARTICLE XII

Financial Matters

Section 12.1 Contracts

The Board of Directors may authorize any Officers, Agent or Agents of Crosslake Community Schools to enter into any contract or execute and deliver any instrument in the name of and on behalf of Crosslake Community Schools, and any such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or these Bylaws, no Officer, Agent, or Employee shall have any power or authority to bind Crosslake Community Schools by any contract or engagement or pledge its credit or to render it financially liable for any purpose or to any amount.

Section 12.2 Loans and Pledges

No loans shall be contracted nor pledges or guarantees given on behalf of Crosslake Community Schools unless specifically authorized by the Board of Directors.

Section 12.3 Authorized Signatures

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

Section 12.4 Deposits

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

Section 12.5 Accounting System and Audit

The Board of Directors shall cause to be established and maintained, in accordance with Government Auditing Standards applied on a consistent basis, an appropriate accounting and financial reporting system for Crosslake Community Schools. The board shall cause the records and books of account of Crosslake Community Schools to be audited at least once each fiscal year and at such other times as it may seem necessary or appropriate and may retain such persons or firm for such purposes as it may deem appropriate.

ARTICLE XIII

Authorizer

Section 13.1 Authorizer

Osprey Wilds Environmental Learning Center Charter School Division of Osprey Wilds is the authorizer of Crosslake Community Schools pursuant to Minnesota Statute §124.05 subd 1 update in 2020 and repealed 124.05 MS 1994 [Repealed, 1996 c 399 art 1 s 11]. (revisor says this was repealed)

Section 13.2 Voluntary Authorization

The Board of Education recognizes and acknowledges that Osprey Wilds Environmental Learning Center voluntarily excises powers given by applicable law. The Board of Education also understands that Osprey Wilds Environmental Learning Center shall not be deemed responsible or waive any waivers of Osprey Wilds Environmental Learning Center authorizer powers.

Section 13.3 Independence of Crosslake Community Schools

Crosslake Community Schools is independent of Osprey Wilds Environmental Learning Center and:

- a) Is not a division, part or an agent Osprey Wilds Environmental Learning Center.
- b) Osprey Wilds Environmental Learning Center has separate financial obligations. Crosslake Community Schools shall not hold Osprey Wilds Environmental Learning Center to financial obligations. Furthermore, Osprey Wilds Environmental Learning Center shall not hold Crosslake Community School to financial obligations.
- c) Crosslake Community School has no authority to authorize, obligate to any contract or agreement. Also, Osprey Wilds Environmental Learning Center has no authority to authorize, obligate to any contract or agreement.

ARTICLE XIV

Open Meeting Law

Section 14.1 Purpose of Open Meeting Law

The purpose of the Open Meeting Law is to:

- prohibit actions being taken at secret meetings where it is impossible for the interested public to become fully informed about a public body's decision or to detect improper influences.
- assure the public's right to be informed.
- afford the public an opportunity to present its views to the public body.

Section 14.2 Application of Open Meeting Law

The Open Meeting Law pursuant to Minnesota Statutes § 13D applies to all meetings of the Board of Education and, in general, meetings of its Committees and Subcommittees. For the law to apply, a quorum (a majority of the members of the public body) must be present. The gathering of a quorum constitutes a meeting if "members discuss, decide, or receive information as a group on issues relating to the official business of the governing body."

The public must be informed as to the time and place of meetings. Although the responsibility to ensure that meetings are properly noticed lies with the public body, this operation is carried out by recorder of the Board of Education. The Board of Education is also required to maintain a record of all votes taken at open meetings. All financial statements of Crosslake Community Schools are also part of the record. This record must be maintained in a journal and should identify the issues considered by the Board of Education. The Open Meeting Law requires the journal be open and available for inspection by the public.

Section 14.3 Committees and Subcommittees of the Board

The Open Meeting Law applies to meetings of Committees and Subcommittees of the Board of Education if they possess decision-making authority. Decision-making authority is presumed if Board Directors of the Committee comprise a quorum of the governing body or the governing body has delegated its power to the Committee or Subcommittee.

Section 14.4 Serial Meetings

If the Board of Education uses serial meetings, a series of face-to-face, telephone, or electronic conversations among Board members of less than a quorum to avoid the Open Meeting Law requirements, they may be found to have violated the law in most

cases, depending on the circumstances.

Section 14.5 Communication Among Board Members

The Open Meeting Law typically does not apply to telephone conversations among less than a quorum or to letters or other written communication. However, telephone conversations, e-mail (see 13.39 Open Meeting Law reference) or letters among less than a quorum of the Board of Education used to avoid the Open Meeting requirements or to fashion an agreement in advance of an open meeting may be found to have violated the law.

No open meeting violations occur when mail—electronic or printed—is used to distribute materials to Board Directors. A problem or violation may arise when the Board Directors respond to the information and begin a discussion of the materials. Therefore, Board Directors are cautioned against communicating with one another outside of an open meeting on matters that may come before the Board of Education.

The Board of Education also may not use a third person (not a Board member) to facilitate a consensus between the Board Directors. For example, this may include agreeing to the content of a letter or other communication outside of a Board of Education meeting.

The Open Meeting Law states that communication on a social media site open to the public does not violate the law. Communication among Board Directors on a private social media site could constitute a violation.

Section 14.6 Social Gatherings

The Open Meeting Law does not apply to a quorum of the governing body that comes together by chance or at a social gathering so long as the group does not use the setting for purposes of conducting official business. However, a quorum of the body may not, as a group, discuss or receive information about official business in any setting under the guise of a private social gathering.

Section 14.7 Informational Gatherings

The Open Meeting Law does apply to informational gatherings, such as retreats, executive sessions, public hearings, and work sessions. The Open Meeting Law applies regardless of whether action is taken or contemplated.

Section 14.8 Building Trust Among the Board of Education

If the Board of Education meets privately with a facilitator to “improve trust, relationships, communication, and collaborative problem solving” among the Board members, it is not a meeting for purposes of the Open Meeting Law as long as the Board does not “discuss, decide or receive information as a group relating to the official business of the governing body.”

Section 14.9 Closed Meetings

Before closing a meeting, a public body shall state on the record the specific grounds permitting the meeting to be closed and describe the subject to be discussed. All meetings are open to the public except in the following cases:

- A. A public body must close meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the members of the public body conclude that discipline may be warranted as a result of those charges, further meetings or hearings relating to the charges must be open. Meetings must also be open at the request of the individual who is the subject of the meeting. Statutes other than the Open Meeting Law may permit or require closed meetings for certain local governmental bodies to conduct specific kinds of disciplinary hearings. For example, Board of Education hearings held to discharge or demote a teacher are private unless the affected teacher wants a public hearing. A public body may close a meeting to evaluate the performance of an individual who is subject to its authority. Before closing a meeting, the public body must identify the individual to be evaluated. The public body must summarize the conclusions of the evaluation at its next open meeting. An evaluation meeting must be open at the request of the subject of the meeting. Pursuant Minnesota Statutes § 13d.05, 122A.41.
- B. The law permits closed meetings based on a limited attorney-client privilege. In order to close a meeting under the attorney-client privilege exception, the governing body must give a particularized statement describing the subject to be discussed. A general statement that the meeting is being closed to discuss pending or threatened litigation is not sufficient.
- C. A meeting may be closed to address certain security issues. If disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses, a meeting may be closed to:

- receive security briefings and reports,
- discuss issues related to security systems,
- discuss emergency response procedures, and
- discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities. Before closing a meeting, the public body must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting. A closed meeting must be tape-recorded at the expense of the Board of Education, and the recording must be preserved for at least four years.

Section 14.10. Actual Notice

If a person receives actual notice of a meeting of the Board of Education at least 24 hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice. §13D.04

Section 14.11 Health Pandemic or Declared Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes Chapter 12, a meeting may be conducted by telephone or other electronic means in compliance with Minnesota Statutes § 13d.021.

Section 14.12. Meetings Conducted by Interactive Technology

A meeting may be conducted by interactive technology with an audio and visual link means in compliance with Minnesota Statutes § 13d.02.

ARTICLE XV

Adoption and Amendment of Bylaws

Section 15.1. Majority Vote

Crosslake Community Schools' governance model as set forth in these Bylaws and/or otherwise required by law may be changed only by or with: a) a majority vote of the Board of Directors; b) majority vote of the licensed teachers employed by Crosslake Community Schools as teachers, including licensed teachers providing instruction under a contract between Crosslake Community Schools and a cooperative; and c) approval of Crosslake Community Schools' authorizer.

Section 15.2. Change in Board Governance

Any change in Board governance shall conform to the board structure set forth in Minnesota Statutes §124E.07, subdivision 3, as amended.

ARTICLE XVI

Insurance

Section 16.1 Insurance

The Board of Education 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 Crosslake Community Schools' real and personal property, whether owned or leased.
- c) Insurance required by Minnesota Statutes § 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.

ARTICLE XVII

Code of Ethics

Section 17.1 Purpose

The purpose of this policy is to assist the individual Board Directors in understanding his or her role as part of a Board of Education

and in recognizing the contribution that each Board Director must make to develop an effective and responsible Board of Education.

Section 17.2 General Statement

Each Board Director shall follow the code of ethics stated in these bylaws.

A. As a Board Director serving on the Crosslake Community Schools Board of Education, I will:

1. Attend Board of Education meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other Board Directors, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the Board of Education, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of Crosslake Community Schools.
8. Inform myself about the proper duties and functions of a Board Chair.

B. As a Board Director in performing the proper functions of the Crosslake Community Schools Board of Education, I will:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the Board of Education as a whole, is to see that Crosslake Community Schools are properly run – not to run them myself.
5. Work through the chief administrator – not over or around the chief administrator.
6. Delegate the implementation of Board of Education decisions to the chief administrator.

C. As a Board Director to maintain relations with other Board Directors of the Crosslake Community Schools Board of Education and the community at large, I will:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the Board of Education in legal session – not with the individual Board Directors except as authorized by law.
3. Make no disparaging remarks, in or out of Board of Education meetings, about other Board Directors, the community at large, or their opinions.
4. Keep an open mind about how I will vote on any proposition until the Board of Education has met and fully discussed the issue.
5. Make decisions by voting in Board of Education meetings after all sides of debatable questions have been presented.
6. Insist that committees be appointed to serve only in an advisory capacity to the Board of Education.

D. As a Board Director in meeting my responsibilities to the Crosslake Community Schools community, I will:

1. Attempt to appraise and plan for both the present and future educational needs of the Crosslake Community School and the community at large.
2. Attempt to obtain adequate financial support for Crosslake Community Schools programs.
3. Insist that business transactions of Crosslake Community School be ethical and open.
4. Strive to uphold my responsibilities and accountability to the taxpayers at Crosslake Community School.

E. As a Board Director in working with the chief administrator of Crosslake Community School and staff, I will:

1. Hold the chief administrator responsible for the administration of Crosslake Community School.
2. Give the chief administrator authority commensurate with his or her responsibilities.
3. Assure that Crosslake Community School will be administered by the best professional personnel available.
4. Participate in Board of Education action after considering the recommendation of the chief administrator and only after the chief administrator has furnished adequate information supporting the recommendation.
5. Insist the chief administrator keep the Board of Education adequately informed at all times.
6. Offer the chief administrator counsel and advice.
7. Recognize the status of the chief administrator as a non-voting, ex officio member of the Board of Education.
8. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole Board of Education for proper referral according to the chain of command.
9. Present any personal criticisms of employees to the chief administrator or the Human Resources representative/consultant.

10. Provide support for the chief administrator and employees of Crosslake Community School so they may perform their proper functions on a professional level.
- F. As a Board Director in fulfilling my legal obligations, I will:
1. Comply with all federal, state, and local laws relating to my work as a Board Director.
 2. Comply with all Crosslake Community Schools policies as adopted by the Board of Education.
 3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over Crosslake Community Schools.
 4. Abide by all the rules, regulations and contract as set forth by the Crosslake Community Schools authorizer, Osprey Wilds Environmental Learning Center as long as rules and regulations conform and promulgated by any agency that has jurisdiction over Osprey Wilds Environmental Learning Center or Crosslake Community Schools.
 4. Recognize that school district business may be legally transacted only in an open meeting of the Board of Education, following Minnesota's Open Meeting Law.
 5. Avoid conflicts of interest and refrain from using my Board of Education position for personal gain.
 6. Take no private action that will compromise the Board of Education or administration of Crosslake Community Schools.
 7. Guard the confidentiality of information that is protected under applicable law.
 8. Follow all applicable statutes, laws and regulations of the State of Minnesota as it relates to Charter Schools.

ARTICLE XVIII

Miscellaneous Provisions

Section 18.1 Construction and Definitions

These Bylaws shall be construed to conform to the laws of the State of Minnesota.

Section 18.2. Interpretation

Any provision of these Bylaws which turns out to be prohibited or unenforceable under Minnesota law shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other provision of the Bylaws. These Bylaws shall also be construed in a manner which renders their provisions valid and enforceable to the maximum extent (not exceeding their express terms), under applicable law.

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

School Name: Crosslake Community School

Mission: "To grow environmentally literate, community impacting learners of excellence."

Vision: "CCS: Where academics lead to a stronger, healthier community"

Program Description:

Crosslake Community School (CCS) is a public charter school that offers a seat-based program to PreK-8 students in the Crosslake area, and an online program for K-12 students across the state of Minnesota. CCS is committed to smaller class sizes and multi-age classrooms as a means to enrich learning experiences for students. This combination allows for teachers to more deeply engage their students in the educational process. It also allows classroom teachers to develop a greater understanding of individual students by maintaining contact over a longer period of time.

CCS's online program opened its virtual doors in August 2014. The online program provides both comprehensive (full-time/diploma granting) as well as supplemental (part-time) programming as a public online high school in Minnesota. Online students can work from home or anywhere they have internet access. This program also features a licensed school counselor, social worker, lead special education teacher, trained paraprofessional support, learning coaches, and Minnesota-licensed online teachers employed by the school. This model allows for a significant amount of individual support for students and their families in ways that other online programs may not be able to provide.

The school is co-led by two administrators: Director of Seat-Based Learning and Director of Online Learning. The two leaders share the Executive Director district leadership role, and each is responsible for leading their respective program. Both leaders report directly to the Board of Education.

Environmental Awareness

CCS has a dedicated EE Coordinator for each program who helps to embed environmental education components throughout the school. In the past, the school has instituted programs like "Project Feeder Watch," where students in all classrooms made observations on local bird species and their behaviors during the course of the school year, collecting data on said behaviors. Another example is a partnership with the Whitefish Area Property Owners Association. Through this partnership, students are able to conduct water samples of area lakes, looking for invasive species, etc.

Online students participate in Environmental Education projects in their own communities and learn about EE concepts via their online courses. MESS-E (Math, English, Science, Social Studies - Electives) projects integrate EE concepts across disciplines. Students regularly engage with EE concepts within their Grade-Level Seminar course (high school), middle school homeroom, and daily elementary lessons.

Community Consciousness

CCS offers a variety of events throughout the year that connect the school's students to the surrounding community. We develop these connections by: 1) Martin Luther King Jr. Day of Service, which is an opportunity to honor Dr. King by having our students engage in a variety of service projects including visits to a local senior center, helping stock food shelves, etc. 2) Growing and selling pumpkins with the help of a local farmer; and 3) participating in a community clean-up each spring. Online students participate in a variety of activities in their local communities.

Learners of Excellence

CCS transforms its students into learners of excellence through the following practices:

- **Data Analysis**
 - Staff meet regularly to aid with the placement of students into multiple levels of support (SPED, Title I, RtI, online learning coaches, student support services, etc.).
 - Data is used to drive instructional practices and create personalized learning plans.
 - Assessment data is regularly reviewed as part of MTSS team meetings and is used to develop intervention plans for tiered supports.
- **Professional Development**
 - On-going job-embedded professional development incorporates the work of Robert Marzano, Envoy, Quality Matters, a strong Qcomp model, and content-specific training for all staff.
 - Mission-focused environmental education training is provided by outside entities.
- **Classroom Mentoring and Relationship-Building**
 - Within the multi-grade classrooms, students are able to engage in mentoring opportunities with peers. Small class sizes further enhance these relationships.
 - The mentorship model extends beyond individual classrooms due to strong, positive relationships between students, staff, and families.
 - The online program develops connections between students and staff via 1-1 and small group meetings, grade-level meetings, and homeroom offerings.
 - The learning coach model provides online students with a dedicated support person and advocate who helps them communicate with teachers, interact with the online learning platforms, facilitates parent/guardian communication, and more.

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: Crosslake Community School

Program Description:

Both the seat-based and online programs offer summer school options for students. These opportunities are staffed by appropriately-licensed CCS staff members.

Exhibit F: Statutory Purposes

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

The additional purposes of Crosslake Community School are to:

- 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.

Crosslake Community School will report its implementation of the primary and additional purposes in its annual report. Crosslake Community Schools has purposes and guiding principles that enhance our mission and vision. We are always working to improve student learning and our educational approaches. We do so by seeking new pedagogies, developing innovative and engaging instruction, and ensuring we have accurate accountability measures in place.

Guiding Principle

To provide a curriculum that is rigorous, challenges all students and has an emphasis on environmentalism and community engagement.

1. Learning opportunities:

- a. Small class size.
- b. Multiple grade levels under one roof
- c. Enrichment through a variety of special offerings throughout the school year
- d. Environmental education, including the use of our unique CCS Solarium and our newly developed Fresh Air Classrooms
- e. Project based learning
- f. Annual Day of Service program honoring Dr. Martin Luther King
- g. Competitive archery program beginning with 4th grade students
- h. Competitive clay target team started in 2016
- i. Continually developing online clubs and student groups – “Snow Trotters,” Media Club, Virtual Fishing Club

2. Innovative teaching strategies:

- a. Multi-grade elementary classrooms. (Looping model of instruction)
- b. Environmental learning through Fresh Air Classrooms
- c. Interdisciplinary instruction at the middle school level.
- d. Online “homerooms” for middle school students and Grade-Level Seminar courses for high school students to build connections between students and staff
- e. Innovative online environmental education courses: Human Encounters with Nature and Environmental Science, Intro to Agriculture, Intro to Plant Science
- f. In-school aquaponics lab (Solarium) allowing for hands-on learning
- g. Project based learning model throughout the school
- h. Differentiated leveled learning opportunities in math
- i. Experiential models of classroom learning stations, individual and group
- j. Interdisciplinary projects for online students that incorporate key Environmental

Education Concepts (MESS-E – Math, English, Science, Social Studies – Electives)

- k. Work-Based Learning Seminar and Experience options for online high school students

3. Measuring outcomes:

- a. CCS staff utilizes multiple data points to track student achievement and growth. We also use behavior, social emotional learning, mental health and chemical health data to data to address the whole student. We use the following data:
 - i. STAR Assessment in Reading and Mathematics
 - ii. Minnesota Comprehensive Assessment
 - iii. Social-Emotional Screener data
 - iv. Curriculum based assessment such as Benchmark and iXL
 - v. Student performance, attendance and observation data
 - vi. Project Based Learning outcomes
 - vii. Classroom assessments
 - viii. Parental information and feedback
 - ix. Social Worker and Counselor feedback

4. Accountability measures:

- a. CCS works to maintain a high level of accountability and transparency with timely reporting to the entities listed below. We feel this multi-layered approach to accountability is a hallmark, not only of our schools, but all charter public schools that desire to operate at a high level of proficiency and transparency.
 - i. Osprey Wilds –
 - 1. Regular communication creates a continuous improvement and compliance (federal, state, local and OW) cycles
 - 2. Epicenter reporting on a regular basis that creates transparency for OW and the public regarding school and board operations
 - ii. The Minnesota Department of Education
 - 1. Assessment results
 - 2. Oversight of state statutory requirements
 - 3. Support from the Charter School Division

5. CCS Professional Learning Communities are led by teachers and focus on student learning.

Based on the learning needs of the students, teachers and staff develop professional development goals, curriculum needs and review all aspects of improving student learning

- a. MDE reporting protocols based on the reporting calendar
 - i. To increase student learning through items such as the Minnesota Comprehensive Assessments
 - ii. Quality Compensation (Q-comp - performance pay), resulting in professional development that emphasizes student learning:
 - 1. High Reliability Schools framework by Marzano
 - 2. ENVoY-Catalyst classroom management techniques
 - 3. Quality Matters Online professional development and certification processes
 - 4. Content-specific professional opportunities (by grade and content area)
 - 5. Peer coaching model with on-going support from trained facilitators
- b. Multi-Tiered System of Support (MTSS) that includes classroom, strategic and intensive interventions that incorporate Title I, Special Education and Individual Student Support

Crosslake Community Schools
Exhibit G: Academic and Academic-Related Goals
Contract Period July 1, 2022 through June 30, 2025

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	8	0	0.0%
2: English Language Learners	N/A	0	0.0%
3: Reading Growth	19	0	0.0%
4: Math Growth	19	0	0.0%
5: Reading Proficiency	12	0	0.0%
6: Math Proficiency	12	0	0.0%
7: Science Proficiency (and Growth)	12	0	0.0%
8: Other Proficiency or Growth	3	0	0.0%
9: Post-Secondary Readiness	7	0	0.0%
10: Attendance	8	0	0.0%
Overall	100	0	0.0%

Indicator 1: Mission Related

8 Points

School Goal: Over the period of the contract, students at Crosslake Community School (CCS) will demonstrate connection to their community through school-wide community engagement activities.			
Performance Ratings	Measure 1.1 – 4 Points : From FY22 to FY24, the aggregate percentage of seat-based students in grades K-8 who participate in a minimum of two out of three major community engagement activities will exceed 90%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 95%.		
Meets Target (x1.0)	The aggregate percentage is at least 90%.		
Approaches Target (x0.5)	The aggregate percentage is at least 85%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 1.2 – 4 Points : From FY23 to FY24, the aggregate percentage of online students in grades K-12 who participate in an environmental or community engagement project will increase from the baseline set in FY22.		Result:
Exceeds Target (x 1.5)	The school's aggregate percentage is at least 10.0 points greater than the baseline.		
Meets Target (x1.0)	The school's aggregate percentage is equal to or greater than the baseline.		
Approaches Target (x0.5)	The school's aggregate percentage is within 10.0 points of the baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		8	0
		% Earned	
		0.0%	

* The assessment is also administered in the fall; however, only spring scores will be considered for this measure.

Indicator 2: English Language Learners

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

0 Points

School Goal: Over the period of the contract, English Learners at SRMCS will demonstrate adequate progress towards English language proficiency.

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Performance Ratings	Measure 2.1 [CCR] – 0 Points: Measure 2.1 – From FY22 to FY24, the seat-based CCS program will meet the State Progress Target (AMAO 1) on the ACCESS assessment for English Learners in at least two of the three years.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 10.0 percentage points greater than the state percentage of English Learners		
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 FY24, the online CCS program will meet the State Progress Target (AMAO 1) on the ACCESS assessment for English Learners in at least two of the three years.		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	Points
		0	0
			%
			0.0%

Indicator 3: Reading Growth**19 Points**

School Goal: Over the period of the contract, students at CCS will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.			
Performance Ratings	Measure 3.1 [CCR] – 1 Points: In aggregate, from FY22-FY24, the overall percentage of students whose achievement level on the statewide assessments for reading (as measured by North Star Academic Progress) improved on statewide assessments is equal to or greater than the state percentage.		Result:
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the state.		
Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the state.		
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] – 2 Points: In aggregate, from FY22-FY24, the overall percentage of students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for reading (as measured by North Star Academic Progress) is equal to or less than the state.		Result:
Exceeds Target (x 1.5)	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
Meets Target (x1.0)	The school achieves an overall percentage less than or equal to that of the state.		
Approaches Target (x0.5)	This school achieves an overall percentage that is no more than 10 percentage points greater than that of the state.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 3.3 [RG3] – 8 Points: For FY22-FY24, the aggregate percentage of Reading STAR growth points* earned by seat-based students in grades K-8 from fall to spring will be maintained or increased from the winter FY22 baseline of 79.8%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage of STAR growth points earned increased 10 points or greater from the baseline.		

Meets Target (x1.0)	The aggregate percentage of STAR growth points earned was maintained or increased from the baseline.		55
Approaches Target (x0.5)	The aggregate percentage of STAR growth points earned declined from, but was within 10 points of, the baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 3.4 [RG3] – 8 Points: From FY22-FY24, the aggregate percentage of Reading STAR growth points* earned by online students in grades K-12 from fall to spring will be maintained or increased from the winter FY22 baseline of 67.5%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage of STAR growth points earned increased 10 points or greater from the baseline.		
Meets Target (x1.0)	The aggregate percentage of STAR growth points earned was maintained or increased from the baseline.		
Approaches Target (x0.5)	The aggregate percentage of STAR growth points earned declined from, but was within 10 points of, the baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		19	0
			% Earned
			0.0%

*See STAR Growth Points Guidance document attached

Indicator 4: Math Growth

19 Points

School Goal: Over the period of the contract, students at CCS will demonstrate growth in math as measured by state accountability tests and nationally normed assessments.			
Performance Ratings	Measure 4.1 [CCR] – 1 Points: In aggregate, from FY22-FY24, the overall percentage of students whose achievement level on the statewide assessments for math (as measured by North Star Academic Progress) improved on statewide assessments is equal to or greater than the state percentage.		Result:
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the state.		
Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the state.		
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] – 2 Points: In aggregate, from FY22-FY24, the overall percentage of students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for math (as measured by North Star Academic Progress) is equal to or less than the state.		Result:
Exceeds Target (x 1.5)	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
Meets Target (x1.0)	The school achieves an overall percentage less than or equal to that of the state.		
Approaches Target (x0.5)	The school achieves an overall percentage that is no more than 10 percentage points greater than that of the state.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 4.3 [RG3] – 8 Points: From FY22-FY24, the aggregate percentage of Math STAR growth points* earned by seat-based students in grades K-8 from fall to spring will be maintained or increased from the winter FY22 baseline of 76.3%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage of STAR growth points earned increased 10 points or greater from the baseline.		
Meets Target (x1.0)	The aggregate percentage of STAR growth points earned was maintained or increased from the baseline.		
Approaches Target (x0.5)	The aggregate percentage of STAR growth points earned declined from, but was within 10 points of, the baseline.		

Osprey Wilds Environmental Learning Center - Crosslake Community School					
Does Not Meet Target (x0.0)		The school did not meet the criteria for any of the ratings above.		56	
Performance Ratings		Measure 4.4 [RG3] – 8 Points: From FY22-FY24, the aggregate percentage of Math STAR growth points* earned by online students in grades K-12 from fall to spring will be maintained or increased from the winter FY22 baseline of 67.4%.		Result:	
Exceeds Target (x 1.5)		The aggregate percentage of STAR growth points earned increased 10 points or greater from the baseline.			
Meets Target (x1.0)		The aggregate percentage of STAR growth points earned was maintained or increased from the baseline.			
Approaches Target (x0.5)		The aggregate percentage of STAR growth points earned declined from, but was within 10 points of, the baseline.			
Does Not Meet Target (x0.0)		The school did not meet the criteria for any of the ratings above.			
				Points Possible	Points Earned
				19	0
				% Earned	0.0%

*See STAR Growth Points Guidance document attached

Indicator 5: Reading Proficiency

12 Points

School Goal: Over the period of the contract, students at CCS will demonstrate proficiency in reading as measured by state accountability tests.			
Performance Ratings	Measure 5.1 [RG3] – 1 Point: From FY22 to FY24, the school’s aggregate proficiency index score for seat-based students in grade 3 will increase from the baseline proficiency index score (FY21 baseline: 33.3) OR will be greater than that of the state for the same grade (3).		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is greater than the baseline score OR is greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.2 [CCR] – 3 Points: From FY22 to FY24, the school’s percent proficient for seat-based students will increase each year from the baseline proficiency index score (FY21 baseline: 66.7) OR will be equal to or greater than that of the state for the same grades (4-8).		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is greater than the baseline score OR is greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.3 [AGC] – 1 Point: From FY22 to FY24, the school’s percent proficient for seat-based students in the Free/Reduced Priced Lunch subgroup will be equal to or greater than that of the state for the same student group and the same grades (3-8).		Result:

**Online comparison schools data will be compiled by the Minnesota Department of Education and will include all online programs with comparable grades in the state.*

Indicator 6: Math Proficiency

12 Points

School Goal: Over the period of the contract, students at CCS will demonstrate proficiency in math as measured by state accountability tests.			
Performance Ratings	Measure 6.1 [CCR] – 4 Points: From FY22 to FY24, the school's percent proficient for seat-based students will increase each year from the baseline proficiency index score (FY21 baseline: 40.0) OR will be equal to or greater than that of the state for the same grades (3-8).		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the baseline score OR is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.2 [AGC] – 1 Point: From FY22 to FY24, the school's percent proficient for seat-based students in the Free/Reduced Priced Lunch subgroup will be equal to or greater than that of the state for the same student group and the same grades (3-8).		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.3 [AGC] – 1 Point: From FY22 to FY24, the school's percent proficient for seat-based students in the Special Education subgroup will be equal to or greater than that of the state for the same student group and the same grades (3-8).		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.4 [CCR] – 4 Points: From FY22 to FY24, the school's percent proficient for online students in grades 3-8 and 11 will increase each year from the baseline proficiency index score (FY22 baseline) OR will be equal to or greater than the average of the comparison online schools* for the same grades (3-8 & 11) each year.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the baseline score OR is greater than the online schools'		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.5 [AGC] – 1 Point: From FY22 to FY24, the school's percent proficient for online students in the Free/Reduced Priced Lunch student group will be equal to or greater than that of the average of the comparison online schools* for the same subgroup and the same grades (3-8 & 11).		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above the online schools score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the online schools score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the online schools score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 6.6 [AGC] – 1 Point: From FY22 to FY24, the school's percent proficient for online students in the Special Education student group will be equal to or greater than that of the average of the comparison online schools* for the same subgroup and the same grades (3-8 & 11).		Result:	59
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above the online schools score.			
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the online schools score.			
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the online schools 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
		12	0	0.0%

*Online comparison schools data will be compiled by the Minnesota Department of Education and will include all online programs with comparable grades in the state.

Indicator 7: Science Proficiency

12 Points

School Goal: Over the period of the contract, students at CCS will demonstrate proficiency in science as measured by state accountability tests and growth in science as measured by nationally normed assessment.				
Performance Ratings	Measure 7.1 [CCR] – 4 Points: From FY22 to FY24, the school's percent proficient for seat based students in grades 5 & 8 will increase each year from the baseline proficiency index score (2021 baseline: 54.0) OR will be equal to or greater than that of the state for the same grades (5, 8).		Result:	
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0			
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the baseline score OR is greater than the state's score.			
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
Performance Ratings	Measure 7.2 [AGC] – 1 Point: From FY22 to FY24, the school's percent proficient for seat based students in the Free/Reduced Priced Lunch student group will be equal to or greater than that of the state for the same student group and the same grades (5, 8).		Result:	
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the state's score.			
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.			
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the state's score.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
Performance Ratings	Measure 7.3 [AGC] – 1 Point: From FY22 to FY24, the school's percent proficient for seat based students in the Special Education student group will be equal to or greater than that of the state for the same student group and the same grades (5, 8).		Result:	
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the state's score.			
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.			
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the state's score.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			

Performance Ratings	Measure 7.4 [CCR] – 4 Points: From FY22 to FY24, the school's percent proficient for online students in grades 5, 8 and High School will increase each year from the baseline proficiency index score (FY22 baseline) OR will be equal to or greater than the average of the comparison online schools* for the same grades (5, 8 & High School) each year.		Result:	60
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0			
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the baseline score OR is greater than the online schools'			
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the baseline score OR is within 10.0 points of the			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
Performance Ratings	Measure 7.5 [AGC] – 1 Point: From FY22 to FY24, the school's percent proficient for online students in the Free/Reduced Priced Lunch student group will be equal to or greater than that of the average of the comparison online schools* for the same student group and the same grades (5, 8 & High School).		Result:	
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above the online schools score.			
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the online schools score.			
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the online schools score.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
Performance Ratings	Measure 7.6 [AGC] – 1 Point: From FY22 to FY24, the school's percent proficient for online students in the Special Education subgroup will be equal to or greater than that of the average of the comparison online schools* for the same subgroup and the same grades (3-8 & High School).		Result:	
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above the online schools score.			
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the online schools score.			
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the online schools 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
		12	0	0.0%

*Online comparison schools data will be compiled by the Minnesota Department of Education and will include all online programs with comparable grades in the state.

Indicator 8: Proficiency in Other Curricular Areas

3 Points

School Goal: Over the period of the contract, preschool students enrolled at SRMCS will demonstrate readiness for kindergarten as measured by a locally-developed Kindergarten Readiness Checklist and Over the period of the contract, students at SRMCS will demonstrate growth in writing as measured by a locally-developed assessment rubric.				
Performance Ratings	Measure 8.1 [R4K] – 2 Points: From FY22 to FY24- Of the students enrolled in CCS PreK at least 4 days per week for at least 80% of the year, at least 85% will meet or exceed kindergarten readiness standards as measured by the locally-developed Kindergarten Readiness checklist that is administered annually each spring.		Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 95%.			
Meets Target (x1.0)	The aggregate percentage is at least 85%.			
Approaches Target (x0.5)	The aggregate percentage is at least 80%.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			

Points Possible	Points Earned	% ⁶¹ Earned
3	0	0.0%

Indicator 9: Post-Secondary Readiness

7 Points

School Goal: Over the period of the contract, students at CCS will demonstrate readiness for post-secondary success.				
Performance Ratings	Measure 9.1 [GRAD] – 4 Points: From FY22 to FY24, the CCHS graduation rate will improve from the school's 2021 baseline rate of 57% OR be equal to or higher than the average of the comparison online schools* each school year for the duration of the contract .		Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the baseline rate OR is at least 5.0 points above the online schools score.			
Meets Target (x1.0)	The school’s aggregate proficiency index score is greater than the baseline rate OR is greater than the online schools			
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the baseline rate OR is within 10.0 points of the online 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 [CCR] – 3 Points: From FY22 to FY24, the aggregate percentage of returning students who begin their 10th grade year with 4 or more credits will be at least 70%.		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.			
		Points Possible	Points Earned	% Earned
		7	0	0.0%

*Online comparison schools data will be compiled by the Minnesota Department of Education and will include all online programs with comparable grades in the state.

Indicator 10: Attendance

8 Points

School Goal: Over the period of the contract, students at SRMCS will attend the school at high rates.			
Performance Ratings	Measure 10.1 – 4 Points: From FY22 to FY24, the seat-based program's consistent attendance rates will be equal to at least the FY21 baseline of 87.7% OR will be above the statewide attendance rate.		Result:
Exceeds Target (x 1.5)	The average of the school's consistent attendance rates is at least 92.0%.		
Meets Target (x1.0)	The average of the school's consistent attendance rates is at least 87.7% OR is above the state's rate.		
Approaches Target (x0.5)	The average of the school's annual attendance rates is at least 84.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 10.2 – 2 Points: In FY23-FY24, the online program's consistent attendance rate for grades K-5 will equal or improve from the baseline set in FY22.		Result:

Osprey Wilds Environmental Learning Center - Crosslake Community School Charter Contract July 1, 2022- June 30, 2025			
Exceeds Target (x1.5)	The average of the school's consistent attendance rates is at least 5 points above the FY23 baesline.		62
Meets Target (x1.0)	The average of the school's consistent attendance rate was equal to or improved on the FY23 baseline.		
Approaches Target (x0.5)	The average of the school's annual attendance rates is within 5 points of the FY23 baseline.		
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: In FY23-FY24, the online program's consistent attendance rate for grades 6-12 will equal or improve from the baseline set in FY22.		Result:
Exceeds Target (x 1.5)	The average of the school's consistent attendance rates is at least 5 points above the FY23 baesline.		
Meets Target (x1.0)	The average of the school's consistent attendance rate was equal to or improved on the FY23 baseline.		
Approaches Target (x0.5)	The average of the school's annual attendance rates is within 5 points of the FY23 baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		8	0
			% Earned
			0.0%

Exhibit H: *CROSSLAKE COMMUNITY SCHOOL* Environmental Education Goals

EE Performance Indicator 1: Awareness

1. Students at *CROSSLAKE COMMUNITY SCHOOL* have the awareness, or are increasing their awareness, of the relationship between the environment and human life.

EE Performance Indicator 2: Knowledge

2. Students at *CROSSLAKE COMMUNITY SCHOOL* have the knowledge, or are increasing their knowledge, of human and natural systems and processes.

EE Performance Indicator 3: Attitudes

3. Students at *CROSSLAKE COMMUNITY SCHOOL* have an attitude, or are increasing their attitude of, appreciation and concern for the environment.

EE Performance Indicator 4: Skills

4. Students at *CROSSLAKE COMMUNITY SCHOOL* have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life.

EE Performance Indicator 5: Action

5. Students at *CROSSLAKE COMMUNITY SCHOOL* demonstrate the capacity, or are increasing their capacity, to work individually and collectively toward sustaining a healthy natural environment.

The school will develop and update annually an Environmental Literacy Plan (ELP) that will address how the school will implement its environmental education (EE) program and measure progress toward its contractual goals. 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.

The above Indicator Areas focus on student learning as it relates to environmental literacy. Refer to *Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures* for additional information about Indicator Areas 6-8, which are input-based.

Adopted: 9-15-2014
Reviewed/Approved: 7-10-2017
Reviewed: 2-14-2022

LOTTERY PROCEDURES

PURPOSE

When enrollment projections exceed Board of Education approved class size limits, it may become necessary for the Board to enact procedures to determine which students will be accepted for enrollment at Crosslake Community Schools (CCS). The following procedures address this issue:

- A. Prior to a lottery taking place, CCS provides enrollment preference for the siblings of currently enrolled students and to all foster siblings of that student's parents/guardians.
- B. CCS provides an enrollment preference for sibling(s) of an enrolled student and to a foster student(s) of that student's parents/guardians.
- C. CCS' students are considered enrolled until they formally withdraw or are expelled under the Pupil Fair Dismissal Act.
- D. A lottery will take place in the first weeks of April of each year for the following year's enrollment. All new applicants received will be publicly chosen by lot at a special Board meeting. Notification of admission or the placement on a waiting list for the following school year will be communicated via mail no later than April 15th of each year.
- E. Families choosing to enroll their children at CCS after a lottery has taken place, will be placed onto a waiting list in the order they apply at CCS. When an opening occurs, staff will go to the first name on the waiting list and give the family the opportunity to enroll. Should a family decline enrollment at that time, the next family will be contacted. This process will repeat until the class has been filled.
- F. In the event that a family declines the invitation to enroll when contacted and later changes their mind, they will be placed at the bottom of the waiting list for future openings.
- G. Families on a waiting list at the end of a school year will need to re-apply for admission the following year as the waiting list does not carry over from one year to the next.
- H. CCS ensures the most recent version of the Lottery Procedures revised by the Board is available on CCS' website.

Lottery Procedures is a required policy of Osprey Wilds.

Legal Reference: MN §124E.11(b)

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 utilize the Uniform Financial Accounting and Reporting Standards (UFARS). Student accounting will comply with the Minnesota Accounting and Reporting Student System (MARSS).

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: Crosslake Community Schools

School Year: 2021-2022

Election Date: 11/19/2021

Date Updated: 02/21/2022

Term Length: 2 Years

Board Created Date: 1999

Member Name	Board Position	Affiliation	Date Elected	Date Seated	Term End Date	Phone Number	Email Address
Jared Griffin	Chair	Seat-Based Parent/Guardian	11/19/21	1/10/22	12/31/23	712-249-9621	jaredgriffin@crosslakekids.org
Cinda Jensen	Vice-Chair	Seat-Based Parent/Guardian	5/11/20	6/8/20	12/31/22	706-306-0966	cindajensen@crosslakekids.org
Ronda Veit	Treasurer	Seat-Based Teacher #366031	11/1/21	1/10/22	12/31/23	612-987-7625	rveit@crosslakekids.org
Abigayle Swenson	Secretary	Seat-Based Teacher #5500770	11/19/21	1/10/22	12/31/23	218-330-0277	abigayleswenson@crosslakekids.org
Josef Garcia	Member	Community Member	11/19/21	1/10/22	12/31/23	218-838-8077	josefgarcia@crosslakekids.org
Karen Teff	Member	Online Teacher #332499	11/19/21	1/10/22	12/31/23	218-245-9709	karenteff@crosslakekids.org
Chris Rhinehart	Member	Seat-Based Parent/Guardian	11/19/21	1/10/22	12/31/23	331-229-920	chrishinehart@crosslakekids.org
Jennifer Muller	Member	Online Teacher #505484	N/A	3/14/22	12/31/22	218-536-9310	jennifermuller@crosslakekids.org
Annette Klang	Ex-Officio	Director of Seat-Based Learning	N/A	N/A	N/A	218-692-5437 ext. 103	annetteklang@crosslakekids.org
Holly Amaya	Ex-Officio	Director of Online Learning	N/A	N/A	N/A	218-537-3623	hollyamaya@crosslakekids.org

Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

- I am a Board member of Crosslake Community School;
- I have reviewed the charter school contract between Crosslake Community School and Osprey Wilds Environmental Learning Center;
- I have no conflict of interest as defined by MN §124E.07, Subd. 3;
- If a conflict of interest arises as defined by MN §124E.07, Subd. 3, I will immediately vacate my position on the Board;
- If a conflict of interest arises as defined by MN §124E.14, the Board will not enter into an agreement or contract with the vendor that creates the identified conflict of interest;
- I will participate in all board training as required by MN §124E.07, Subd. 7 and the charter contract;
- I will immediately vacate my position on the Board if I do not meet training requirements which includes training on the board's role and responsibilities, employment policies and practices, and financial management that must be initiated with six months after being seated and completed within 12 months of being seated, along with ongoing annual training;
- The Board is responsible for ensuring compliance with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools including the expectations contained in the preceding assurances.

Jared Griffin
Signature

6/13/2022
Date

Jared Griffin
Printed Name

712-249-9621
Phone Number

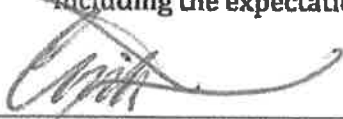
jaredm.griffin@gmail.com
E-mail Address

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- If a conflict of interest arises as defined by MN §124E.14, the Board will not enter into an agreement or contract with the vendor that creates the identified conflict of interest;
- I will participate in all board training as required by MN §124E.07, Subd. 7 and the charter contract;
- I will immediately vacate my position on the Board if I do not meet training requirements which includes training on the board's role and responsibilities, employment policies and practices, and financial management that must be initiated with six months after being seated and completed within 12 months of being seated, along with ongoing annual training;
- The Board is responsible for ensuring compliance with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools including the expectations contained in the preceding assurances.

Signature



Date

6/15/22

Printed Name

CINDA JENSEN

Phone Number

706.306.0966


E-mail Address

cinda.jensen@crosslake.org

Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

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- I have reviewed the charter school contract between Crosslake Community School and Osprey Wilds Environmental Learning Center;
- I have no conflict of interest as defined by MN §124E.07, Subd. 3;
- If a conflict of interest arises as defined by MN §124E.07, Subd. 3, I will immediately vacate my position on the Board;
- If a conflict of interest arises as defined by MN §124E.14, the Board will not enter into an agreement or contract with the vendor that creates the identified conflict of interest;
- I will participate in all board training as required by MN §124E.07, Subd. 7 and the charter contract;
- I will immediately vacate my position on the Board if I do not meet training requirements which includes training on the board's role and responsibilities, employment policies and practices, and financial management that must be initiated with six months after being seated and completed within 12 months of being seated, along with ongoing annual training;
- The Board is responsible for ensuring compliance with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools including the expectations contained in the preceding assurances.


Signature

6-13-22
Date

Ronda Veit
Printed Name

612-987-7625
Phone Number

rveit@crosslakekids.org
E-mail Address

Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

- I am a Board member of Crosslake Community School;
- I have reviewed the charter school contract between Crosslake Community School and Osprey Wilds Environmental Learning Center;
- I have no conflict of interest as defined by MN §124E.07, Subd. 3;
- If a conflict of interest arises as defined by MN §124E.07, Subd. 3, I will immediately vacate my position on the Board;
- If a conflict of interest arises as defined by MN §124E.14, the Board will not enter into an agreement or contract with the vendor that creates the identified conflict of interest;
- I will participate in all board training as required by MN §124E.07, Subd. 7 and the charter contract;
- I will immediately vacate my position on the Board if I do not meet training requirements which includes training on the board's role and responsibilities, employment policies and practices, and financial management that must be initiated with six months after being seated and completed within 12 months of being seated, along with ongoing annual training;
- The Board is responsible for ensuring compliance with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools including the expectations contained in the preceding assurances.

Abigail Swenson
Signature

6/13/22
Date

Abigayle Swenson
Printed Name

218-330-0277
Phone Number

abigayleswenson@crosslakekids.org
E-mail Address

Exhibit L: Board Member Statement of Assurance

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- I am a Board member of Crosslake Community School;
- I have reviewed the charter school contract between Crosslake Community School and Osprey Wilds Environmental Learning Center;
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- If a conflict of interest arises as defined by MN §124E.07, Subd. 3, I will immediately vacate my position on the Board;
- If a conflict of interest arises as defined by MN §124E.14, the Board will not enter into an agreement or contract with the vendor that creates the identified conflict of interest;
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- I will immediately vacate my position on the Board if I do not meet training requirements which includes training on the board's role and responsibilities, employment policies and practices, and financial management that must be initiated with six months after being seated and completed within 12 months of being seated, along with ongoing annual training;
- The Board is responsible for ensuring compliance with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools including the expectations contained in the preceding assurances.

Signature

Date

Printed Name

Phone Number

E-mail Address

Josef Garcia

218-833-8077

josefgarcia@crosslakekids.org

06/13/22

Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

- I am a Board member of Crosslake Community School;
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- If a conflict of interest arises as defined by MN §124E.07, Subd. 3, I will immediately vacate my position on the Board;
- If a conflict of interest arises as defined by MN §124E.14, the Board will not enter into an agreement or contract with the vendor that creates the identified conflict of interest;
- I will participate in all board training as required by MN §124E.07, Subd. 7 and the charter contract;
- I will immediately vacate my position on the Board if I do not meet training requirements which includes training on the board's role and responsibilities, employment policies and practices, and financial management that must be initiated with six months after being seated and completed within 12 months of being seated, along with ongoing annual training;
- The Board is responsible for ensuring compliance with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools including the expectations contained in the preceding assurances.

Karen C Teff
Signature

6-13-22
Date

Karen C Teff
Printed Name

218-245-9709
Phone Number

Karen teff @ cross lake kids . org
E-mail Address

Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

- I am a Board member of Crosslake Community School;
- I have reviewed the charter school contract between Crosslake Community School and Osprey Wilds Environmental Learning Center;
- I have no conflict of interest as defined by MN §124E.07, Subd. 3;
- If a conflict of interest arises as defined by MN §124E.07, Subd. 3, I will immediately vacate my position on the Board;
- If a conflict of interest arises as defined by MN §124E.14, the Board will not enter into an agreement or contract with the vendor that creates the identified conflict of interest;
- I will participate in all board training as required by MN §124E.07, Subd. 7 and the charter contract;
- I will immediately vacate my position on the Board if I do not meet training requirements which includes training on the board's role and responsibilities, employment policies and practices, and financial management that must be initiated with six months after being seated and completed within 12 months of being seated, along with ongoing annual training;
- The Board is responsible for ensuring compliance with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools including the expectations contained in the preceding assurances.



Signature

6-5-22

Date

CHRIS RHINEHART

Printed Name

331-228-8290

Phone Number

CHRISRHINEHART@CROSSLAKEHDS.ORG

E-mail Address

Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

- I am a Board member of Crosslake Community School;
- I have reviewed the charter school contract between Crosslake Community School and Osprey Wilds Environmental Learning Center;
- I have no conflict of interest as defined by MN §124E.07, Subd. 3;
- If a conflict of interest arises as defined by MN §124E.07, Subd. 3, I will immediately vacate my position on the Board;
- If a conflict of interest arises as defined by MN §124E.14, the Board will not enter into an agreement or contract with the vendor that creates the identified conflict of interest;
- I will participate in all board training as required by MN §124E.07, Subd. 7 and the charter contract;
- I will immediately vacate my position on the Board if I do not meet training requirements which includes training on the board's role and responsibilities, employment policies and practices, and financial management that must be initiated with six months after being seated and completed within 12 months of being seated, along with ongoing annual training;
- The Board is responsible for ensuring compliance with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools including the expectations contained in the preceding assurances.

Jennifer Muller
Signature

6/13/2022
Date

Jennifer Muller
Printed Name

218-536-9310
Phone Number

family.mollera@gmail.com
E-mail Address

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>		
<p>Final Report Cards and Student Records Notice</p>		
<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>		
<p>Transfer of Student Records and Testing Material</p>		
<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>		

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.		
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.		
Other:		
Notification of School Districts		
<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>		
Other:		
Notification of Funding Sources /Charitable Partners		
<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. 		
Other:		
Notification of Contractors and Termination of Contracts		
Within 20 business days after charter revocation (June 30), formulate a list of all contractors with contracts in effect, and notify		

them regarding cessation of current school operations at charter revocation.

- * 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.

Provide Osprey Wilds with a copy of such notice.

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.

- * Telephone, gas, electric, water, insurance (premises and E&O insurance, see below) should remain operative through the charter revocation and to the extent necessary.

Other:

Notification of Employees and Benefit Providers

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:

- * health care / health insurance;
- * life insurance;
- * dental plans;
- * eyeglass plans;
- * cafeteria plans;
- * 401(k), retirement plans;
- * pension plans;
- * TRA; and
- * PERA

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.

Other:

Notification of Food and Transportation Services and Cancellation of Contracts

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.		
Other:		
Notification of Osprey Wilds Regarding Lawsuits		
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. 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.		
Other:		
List of Creditors and Debtors; UCC Search		
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. <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. 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.		
Other:		
Notification to Creditors		
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		

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>		
Other:		
Protection of Assets; Insurance		
<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. 		
Other:		
Inventory		
<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>		
Other:		
Liquidation of Assets		
<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. * 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. * This statement is in addition to the final Financial Statement Audit. 		
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. 		
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Other:		
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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>		
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Other:		
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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>		
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Other:		
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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>		
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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.

Copies of all papers related to dissolution should be sent to Osprey Wilds.

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.

Other:

Final Distribution of Assets

All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations. Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools or to the school district in which the School is located.

* 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.)

* 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.

Other:

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

Crosslake Community School

Renewal Evaluation Report Summary

Issued January 11, 2022
Revised January 26, 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 Crosslake Community School (CCS) for a term of three (3) years, giving the school authority to provide instruction to students in Grades PreK-12 in the manner set forth in its Application for Charter Renewal, with a maximum total enrollment of 500 students.

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 48.9% 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.) To this end, Osprey Wilds will use FY19 data to inform accountability decisions (e.g. renewal, etc.) until FY22 data becomes available. As a result and as outlined in Exhibit P of the charter contract, based on its performance on its contractual academic goals through FY19 CCS is considered a candidate for nonrenewal.

Notwithstanding the school's moderately weak performance on contractual academic measures during the contract term, the school maintained its performance fairly well in spite of the impacts of Covid-19, narrowing the gap between the school and the state and district for several measures. In addition, Science Proficiency is an overall strength of the school.

In response to declining academic performance over the contract period, the school has made changes in its educational program over the past few years to better support academic outcomes,

including strengthening instructional leadership, consistent curricular expectations across the programs, and targeted professional development in response to student academic data. The impact of the pandemic makes it difficult to discern at this point if changes have had an impact on student outcomes, although teachers generally feel supported and grateful for the consistency.

Crosslake Community School has demonstrated strong performance on environmental education goals over the term of the contract. The school is intentional about fostering rich, authentic understanding by connecting students with their learning, which involves not only books and teachers, but through direct experience of studying the environment and community in which they live. The result is a school that practices and values environmental education and stewardship.

CCS maintained strong financial performance across the contract period and met standard on all measures during FY21. Financial management has been consistently strong; the board has conducted effective budgeting with minimal variances, has consistently earned the MDE School Finance Award, and the school had an audit free of any findings in each of the last four years.

There was very little evidence the board reviewed academic data at its meetings, and a Notice of Concern (Intervention Level 1, per Exhibit Q of the school's charter contract) regarding the school's academic performance on its contractual goals was not reviewed or addressed by the board when it was issued in March 2019. It was not until the Notice of Concern was updated in March 2021 with additional academic data that the board took action at the board level to address the lack of progress towards meeting contractual goals, although this pattern had been emerging for several years. While the board has improved in terms of monitoring inputs related to instruction and assessment, it will also be very important to monitor progress toward academic contractual goals (i.e. specific academic data) in any future contract period.

Crosslake Community School's contract period has been marked by transition, both in the growth of its online program (expanding from 5-12 to K-12), the addition of a preschool to the seat-based program, and new leadership in both the seat-based and online programs. Through it all, the school has remained deeply committed to its mission and vision which is evident in the school's educational program and reflected by the school's community of students, families, and staff.

Prior to any future contract period, the school will be required to bring aspects of its governance and operations into compliance with statute and the contract, including the bylaws and various policy revisions (including the Lottery Policy).

Crosslake Community School

School Overview

Mission: CCS's mission is to grow environmentally literate, community impacting learners of excellence.

Vision: "C.C.S. - where academics lead to a stronger, healthier community."

Description: Crosslake Community School (CCS) is a K-12 public charter school offering both an online and seat-based program. K-8 class sizes are small, no larger than 19 students. CCS offers is committed to smaller class sizes and multi-age classrooms as a means to enrich learning experiences for students. This combination allows for teachers to more deeply engage their students in the educational process. It also allows classroom teachers to develop a greater understanding of individual students by maintaining contact over a longer period of time. CCS' integrates environmental education into each grade level, building awareness of what students can do in their daily lives to be responsible environmental stewards. The seat-based program now offers a fee-based prekindergarten program in addition to its tuition-free kindergarten-8th grade program.

Year school opened: 2000

Year began with OW: 2009

Current contract period: July 1, 2017-June 30, 2022

School location: Crosslake

Website: <https://www.crosslakekids.org/>

Grade levels served: PreK-12 (PreK-8 seat-based, K-12 online)

Student Demographics	Number of Students	Percent – White	Percent – Hispanic	Percent – SpEd	Percent – FRP
FY18	208	94.7%	0.9%	24.5%	27.9%
FY19	246	95.1%	1.6%	20.7%	33.3%
FY20	283	94.4%	1.1%	24.4%	36.7%
FY21	355	93.0%	2.0%	22.0%	30.1%

Performance Evaluation Summaries

Summary of Academic Performance on Contractual Goals*

Indicator	Points Earned	Points Possible	Performance Rating	Percent Earned through FY21	Percent Earned through FY19
1: Mission Related	0	6	Does Not Meet	0%	0%
2: English Language Learners	N/A	N/A	N/A	N/A	N/A
3: Reading Growth	12	18	Approaches	66.7%	66.7%
4: Math Growth	7.5	18	Does Not Meet	41.7%	41.7%
5: Reading Proficiency	9.5	14	Approaches	66.1%	69.6%
6: Math Proficiency	2	14	Does Not Meet	14.3%	14.3%
7: Science Proficiency	6.75	7	Meets	96.4%	89.3%
8: Other Proficiency	1	2	Approaches	50%	50%
9: Post-Secondary Readiness	3	12	Does Not Meet	25%	50%
10: Attendance	0	6	Does Not Meet	0%	50%
Overall	41.75	97		43.0%**	48.9%

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

*Please note that FY20 data does not exist for all, or nearly all, measures due to the impacts of the COVID-19 pandemic.

**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	Meets	Meets	Meets
Financial Audit	Meets	Meets	Meets
Near-Term Indicators			
Current Ratio	2.52	3.90	3.65
Days Cash on Hand	55	73	98
Enrollment Variance	114.3%	112.0%	106.5%
Sustainability Indicators			
Fund Balance Percentage	18.3%	33.5%	28.0%
Total Margin/Aggregated 3-Year Total Margin	0.2%/1.0%	12.2%/5.3%	2.9%/5.1%
Debt to Asset Ratio	0.32	0.50	0.25

Environmental Education	
Indicator 1: Awareness	Meets
Indicator 2: Knowledge	Meets
Indicator 3: Attitudes	Meets
Indicator 4: Skills	Meets
Indicator 5: Action	Approaches
Indicator 6: Curriculum and Instruction	Well-Developed
Indicator 6: School Culture	Well-Developed
Indicator 6: Alignment to Mission/Community	Well-Developed
Indicator 7: Governance	Well-Developed
Indicator 8: Operations	Well-Developed

Operations	
Indicator 1: Educational Program	
1.1: Mission & Vision	Meets
1.2: Instruction & Assessment	Approaches
1.3: Educational Requirements	Meets
1.4: Special Education	Meets
1.5: English Learners	Meets
1.6: Parent & Student Satisfaction	Meets
Indicator 2: Governance	
2.1: Board Composition & Capacity	Approaches
2.2: Board Decision-Making & Oversight	Approaches
2.3: Management Accountability	Meets
Indicator 3: School Environment	
3.1: Facilities & Transportation	Meets
3.2: Health & Safety	Meets
Indicator 4: Student Rights	
4.1: Admissions & Enrollment	Meets
4.2: Due Process & Privacy	Meets
Indicator 5: Personnel Practices	
5.1: Licensure	Meets
5.2: Staff Retention	Meets
5.3: Employment Practices	Meets
Indicator 6: Compliance & Reporting	
6.1: Charter School Annual Reports	Meets
6.2: Insurance	Meets
6.3: Authorizer & State Compliance	Meets

Crosslake Community School FY21 Academic Performance Evaluation

Contract Term: July 1, 2017 through June 30, 2022*

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, 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, including performance in relation to World's Best Workforce goal areas, see Academic Data Profile.

Summary of Academic Performance on Contractual Goals

Indicator	Points Earned	Points Possible	Performance Rating	Percent Earned through FY21	Percent Earned through FY19
1: Mission Related	0	6	Does Not Meet	0.0%	0.0%
2: English Language Learners	N/A	N/A	N/A	N/A	N/A
3: Reading Growth	12	18	Approaches	66.7%	66.7%
4: Math Growth	7.5	18	Does Not Meet	41.7%	41.7%
5: Reading Proficiency	9.5	14	Approaches	66.1%	69.6%
6: Math Proficiency	2	14	Does Not Meet	14.3%	14.3%
7: Science Proficiency	6.75	7	Meets	96.4%	89.3%
8: Other Proficiency	1	2	Approaches	50%	50%
9: Post-Secondary Readiness	3	12	Does Not Meet	25%	50%
10: Attendance	0	6	Does Not Meet	0%	50%
Overall	41.75	97		43.0%**	48.9%

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

**Please note that FY20 data does not exist for all, or nearly all, measures due to the impacts of the COVID-19 pandemic.*

***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:

Overall the school has demonstrated moderately weak performance on contractual measures during the contract term. Through FY19, the school earned 48.9% of available points, very nearly missing the 50% mark. Through FY21, the school met targets in science, and approached the target in Reading Growth and Proficiency, and Kindergarten Readiness. The school did not meet the targets for the Mission Related indicator, Math Growth or Proficiency, Post-Secondary Readiness, and Attendance.

Academic growth in Reading had two out of three measures meeting the target, with one measure approaching the target. For Math, two measures were approaching target with one measure not meeting the target. It is clear that Reading is a greater strength of the school, with STAR RIT data indicating general improvement from 2018's lowest percentage of students meeting their growth targets. Math STAR RIT data similarly show improvement from the lowest percentage in 2018, but the math z-scores were not nearly as strong as the reading z-scores. Math is clearly an important area of focus for the school.

There is a similar trend in the proficiency measures, with Reading overall approaching target and Math overall not meeting target. The Science proficiency indicator, however, is a strength of the school. The Free/Reduced Price Lunch subgroup was nearly in line with the state for Math and Reading, yet the school was far below the district with this subgroup. One important area of note for all proficiency indicators is that students qualifying for Special Education services did not have any measures that did not meet the target. This is an indication that the Special Education students are being served fairly well in comparison to the state and the district.

In other indicators, the school had fairly weak performance. The Mission Related indicator did not meet the target in aggregate, though the K-8 students met the target for all years of the contract. For Post-Secondary indicators, the school improved its 4-year graduation rate from 33.3% to 70.5%, though the aggregate remained below the target. The course completion rate was fairly stable throughout the contract, with the aggregate nearly missing the target. Kindergarten Readiness improved as well, with three of the four years meeting the target even though the aggregate missed it by 1.9%. Finally, the school did not meet the attendance target of 92% for any year of the contract.

Overall the school maintained its performance fairly well in spite of the impacts of COVID-19, narrowing the gap between the school and the state and district for several measures. In 2019, however, the school received a formal Notice of Concern (Intervention Level 1) based on its FY18 academic performance, which was renewed in 2021 and remains in effect. Based on the results of this evaluation the school remains a "Candidate for Non-renewal" per Exhibit P of the charter contract and will be subject to further intervention.

Indicator 1: Mission Related

6 Points

School Goal: <i>Over the period of the contract, students at Crosslake Community School (CCS) will demonstrate connection to their community through school-wide community engagement activities.</i>			
Performance Ratings	Measure 1.1 – 6 Points : From FY18-FY21, the aggregate percentage of students in grades K-12 who participate in a minimum of two out of three major community engagement activities will be at least 90%.	Result: 69.9%	
Exceeds Target (x1.5)	The aggregate percentage is at least 95.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 90.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 85.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Indicator 1: Mission Related Performance	Does Not Meet	0 / 6 Points (0%)	

Summary Analysis:

The school demonstrated poor performance on its mission related goal thus far over the term of the contract. In aggregate, only 69.9% of students participated in 2 out of 3 community engagement activities, which is far below the target of 90.0%. It should be noted that the K-8 students met this target for all three years for which data are available while the on-line program had no data to report for FY20..

Indicator 3: Reading Growth

18 Points

School Goal: <i>Over the period of the contract, students at CCS will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.</i>			
Performance Ratings	Measure 3.1 [CCR] – 3 Points : From FY17 to FY21, the average growth z-score for all students on state accountability tests will be equal to or greater than 0.00.	Result: 0.025	
Exceeds Target (x1.5)	The aggregate growth z-score is equal to or greater than 0.50.		
Meets Target (x1.0)	The aggregate growth z-score is equal to or greater than 0.00.	X	3 Points
Approaches Target (x0.5)	The aggregate growth z-score is greater than -0.50.		
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] – 3 Points : From FY17 to FY21, the aggregate percentage of students who achieve a positive z-score on state accountability tests will be greater than 50.0%.	Result: 52.9%	

Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 50.0%.	X	3 Points
Approaches Target (x0.5)	The aggregate percentage is at least 40.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 3.3 [CCR] – 12 Points: From FY17 to FY21, the aggregate percentage of students in grades K-8 who meet their fall to spring NWEA RIT (FY17) or STAR Assessment (FY18-FY21) expected growth target will be at least 60%.	Result: 56.1%	
Exceeds Target (x1.5)	The aggregate percentage is at least 70.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 60.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 50.0%.	X	6 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 3: Reading Growth Summary Performance		Approaches	12 / 18 Points (66.7%)

Summary Analysis:

The school demonstrated mixed performance in the area of Reading Growth on contractual measures thus far over the term of the contract. In FY18 and FY19 the school had a positive growth z-score, which yielded a positive aggregate average z-score of 0.025 which means on average, students grew slightly better than expected. In aggregate, 52.9% of students achieved a positive z-for the years measured. On the NWEA MAP/STAR Assessment the school has hovered below the target of students meeting their NWEA/STAR growth targets, with an aggregate of 56.1% meeting their targets.

Indicator 4: Math Growth

18 Points

School Goal: Over the period of the contract, students at CCS will demonstrate growth in math as measured by state accountability tests and nationally normed assessments.			
Performance Ratings	Measure 4.1 [CCR] – 3 Points: From FY17 to FY21, the average growth z-score for all students on state accountability tests will be equal to or greater than 0.00.	Result: -0.225	
Exceeds Target (x1.5)	The aggregate growth z-score is equal to or greater than 0.50.		
Meets Target (x1.0)	The aggregate growth z-score is equal to or greater than 0.00.		
Approaches Target (x0.5)	The aggregate growth z-score is greater than -0.50.	X	1.5 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] – 3 Points: From FY17 to FY21, the aggregate percentage of students who achieve a positive z-score on state accountability tests will be greater than 50.0%.	Result: 38.3%
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.	
Meets Target (x1.0)	The aggregate percentage is at least 50.0%.	
Approaches Target (x0.5)	The aggregate percentage is at least 40.0%.	
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X 0 Points
Performance Ratings	Measure 4.3 [CCR] – 12 Points: From FY17 to FY21, the aggregate percentage of students in grades K-8 who meet their fall to spring NWEA RIT (FY17) or STAR Assessment (FY18-FY21) expected growth target will be at least 60%.	Result: 56.2%
Exceeds Target (x1.5)	The aggregate percentage is at least 70.0%.	
Meets Target (x1.0)	The aggregate percentage is at least 60.0%.	
Approaches Target (x0.5)	The aggregate percentage is at least 50.0%.	X 6 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	
Indicator 4: Math Growth Summary Performance		Does Not Meet 7.5 / 18 Points (41.7%)

Summary Analysis:

The school demonstrated weak performance in the area of Math Growth thus far over the term of the contract. The school had an aggregate negative average z-score of -0.225 which means on students grew less than expected, on average. There were 38.3% of students achieving a positive z-score for the years measured. On the NWEA MAP/STAR Assessment, in aggregate, 56.2% of the students made expected growth, falling short of the target.

Indicator 5: Reading Proficiency

14 Points

School Goal: *Over the period of the contract, students at CCS will demonstrate proficiency in reading as measured by state accountability tests.*

Performance Ratings	Measure 5.1 [RG3] – 0.5 Points: From FY17 to FY21, the school's aggregate proficiency index score for students in grade 3 will increase by at least 6.0 points from the baseline proficiency index score (FY15-16 baseline – 48.6) OR will be greater than that of the state for the same grade (3).	Result: 53.4 (CCS) - 48.6 (baseline)= 4.8 53.4 (CCS) – 62.8 (state)= -9.4
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Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 12.0 points greater than the baseline score OR is at least 5.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is at least 6.0 points greater than the baseline score OR is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is greater than the baseline score OR is within 10.0 points of the state's score.	X	.25 point
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.2 [RG3] – 0.5 Points: From FY17 to FY21, the school's aggregate proficiency index score for students in grade 3 will be greater than that of the resident district (ISD 186 – Pequot Lakes) for the same grade (3).	Result: 53.4 (CCS) – 70.0 (district) = -16.6	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 5.3 [CCR] – 3.5 Points: From FY17 to FY21, the school's aggregate proficiency index score for students in grades 4-8 and 10 will increase by at least 3.0 points from the baseline proficiency index score (FY15-16 baseline – 73.0) OR will be greater than that of the state for the same grades (4-8 & 10).	Result: 70.6 (CCS) - 73.0 (baseline) = -2.4 70.6 (CCS) - 67.9 (state)= 2.7	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 6.0 points greater than the baseline score OR is at least 10.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is at least 3.0 points greater than the baseline score OR is greater than the state's score.	X	3.5 Points
Approaches Target (x0.5)	The school's aggregate proficiency index score is greater than the baseline score OR is within 5.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.4 [CCR] – 3.5 Points: From FY17 to FY21, the school's aggregate proficiency index score for students in grades 4-8 and 10 will be greater than	Result: 70.6 (CCS) – 75.0	

	that of the resident district (ISD 186 Pequot Lakes) for the same grades (4-8, 10).	(district) = -4.4	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.	X	1.75 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.5 [AGC] – 2 Points: From FY17 to FY21, the school's aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the state for the same subgroup and the same grades (3-8 & 10).	Result: 53.8 (CCS) – 51.2 (state) = 2.6	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the state's score.	X	2 Points
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.6 [AGC] – 2 Points: From FY17 to FY21, the school's aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the resident district (ISD 186 – Pequot Lakes) for the same subgroup and the same grades (3-8 & 10).	Result: 53.8 (CCS) – 70.4 (district) = -16.6	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 5.7 [AGC] – 1 Point: From FY17 to FY21, the school's aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the state for the same subgroup and the same grades (3-8 & 10).	Result: 46.9 (CCS) – 38.2 (state) = 8.7	

Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the state's score.	X	1 Point
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.8 [AGC] – 1 Point: From FY17 to FY21, the school's aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the resident district (ISD 186 – Pequot Lakes) for the same subgroup and the same grades (3-8 & 10).	Result: 46.9 (CCS) – 44.2 (district) = 2.7	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.	X	1 Point
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 5: Reading Proficiency Summary Performance		Approaches	9.5 / 14 Points (67.9%)

Summary Analysis:

The school demonstrated moderate performance in the area of Reading Proficiency thus far over the term of the contract. The school's aggregate grade 3 proficiency index on statewide assessments of 53.4 was above the baseline, but below that of the state and local district. The school's grade 4-8 and 10 aggregate proficiency index was below the baseline and local district, but slightly above the state. Students eligible for free or reduced price lunch (FRP) had a proficiency index of 53.8 which outperformed the state, but was substantially below the local district; however, the school's special education student group in aggregate outperformed the special education student group at the state and the local district.

Indicator 6: Math Proficiency

14 Points

School Goal: <i>Over the period of the contract, students at CCS will demonstrate proficiency in math as measured by state accountability tests.</i>		
Performance Ratings	Measure 6.1 [CCR] – 4 Points: From FY17 to FY21, the school's aggregate	Result:

	proficiency index score for students in grades 3-8 and 11 will increase by at least 4.0 points from the baseline proficiency index score (FY15-16 baseline – 65.0) OR will be greater than that of the state for the same grades (3-8 & 11).	54.4 (CCS) -65.0 (baseline) = -10.6 54.4 (CCS) – 65.9 (state) = -11.5	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 8.0 points greater than the baseline score OR is at least 5.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is at least 4.0 points greater than the baseline score OR is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is greater than the baseline score OR is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 6.2 [CCR] – 4 Points: From FY17 to FY21, the school's aggregate proficiency index score for students in grades 3-8 and 11 will be greater than that of the resident district (ISD 186 – Pequot Lakes) for the same grades (3-8 & 11).	Result: 54.4 (CCS) – 72.3 (district) = -17.9	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 6.3 [AGC] – 2 Points: From FY17 to FY21, the school's aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the state for the same subgroup and the same grades (3-8 & 11).	Result: 44.3 (CCS) – 47.2 (state) = -2.9	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.	X	1.0 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 6.4 [AGC] – 2 Points: From FY17 to FY21, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the resident district (ISD 186 – Pequot Lakes) for the same subgroup and the same grades (3-8 & 11).	Result: 44.3 (CCS) – 62.2 (district) = -17.9	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 6.5 [AGC] – 1 Point: From FY17 to FY21, the school’s aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the state for the same subgroup and the same grades (3-8 & 11).	Result: 33.3 (CCS) – 37.4 (state) = -4.1	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.	X	0.50 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.6 [AGC] – 1 Point: From FY17 to FY21, the school’s aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the resident district (ISD 186 – Pequot Lakes) for the same subgroup and the same grades (3-8 & 11).	Result: 33.3 (CCS) – 38.6 (district) = -5.3	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.	X	0.50 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 6: Math Proficiency Summary Performance	Does Not Meet	2.0 / 14 Points (14.3%)
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Summary Analysis:

The school demonstrated poor performance in the area of Math Proficiency thus far over the term of the contract. The school's grade 3-8 and 11 aggregate proficiency index was below the baseline, the state, and local district. Students eligible for free or reduced price lunch (FRP) had an aggregate proficiency index of 44.3 which was below the indexes of the state and local district. The school's special education student group also performed below their the special education student group at the state and local district, though were within 10 points of both.

Indicator 7: Science Proficiency (and Growth)

7 Points

School Goal: <i>Over the period of the contract, students at CCS will demonstrate proficiency in science as measured by state accountability tests and growth in science as measured by nationally normed assessments.</i>			
Performance Ratings	Measure 7.1 [CCR] – 2 Points: From FY17 to FY21, the school's aggregate proficiency index score for students in grades 5, 8, and High School will increase by at least 3.0 points from the baseline proficiency index score (FY15-16 baseline – 74.6) OR will be greater than that of the state for the same grades (5, 8 & High School).	Result: 69.3 (CCS)-74.6 (baseline)= -5.3 69.3 (CCS) – 63.7 (state)= 5.6	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 6.0 points greater than the baseline score OR is at least 10.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is at least 3.0 points greater than the baseline score OR is greater than the state's score.	X	2 Points
Approaches Target (x0.5)	The school's aggregate proficiency index score is greater than the baseline score OR is within 5.0 points of the state's 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] – 2 Points: From FY17 to FY21, the school's aggregate proficiency index score for students in grades 5, 8 and High School will be greater than that of the resident district (ISD 186 – Pequot Lakes) for the same grades (5, 8 & High School).	Result: 69.3 (CCS)- 73.3 (district)= -4.0	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		

Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.	X	1 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.3 [AGC] – 1 Points: From FY17 to FY21, the school's aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the state for the same subgroup and the same grades (5, 8, & High School).	Result: 59.7 (CCS) – 44.6 (state) = 15.1	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the state's score.	X	1.5 Points
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.4 [AGC] – 1 Point: From FY17 to FY21, the school's aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the resident district (ISD 186 – Pequot Lakes) for the same subgroup and the same grades (5, 8, & High School).	Result: 59.7 (CCS) – 63.0 (district) = -3.3	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.	X	.5 Point
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.5 [AGC] – .5 Point: From FY17 to FY21, the school's aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the state for the same subgroup and the same grades (5, 8, & High School).	Result: 46.1 (CCS) – 34.7 (state) = 11.4	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the state's score.		

Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 points
Performance Ratings	Measure 7.6 [AGC] – .5 Point: From FY17 to FY21, the school's aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the resident district (ISD 186 – Pequot Lakes) for the same subgroup and the same grades (5, 8, & High School).	Result: 46.1 (CCS) – 42.6 (district) = 3.5	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.	X	0.5 point
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 7: Science Proficiency Summary Performance		Meets	6.75 / 7 Points (96.4%)

Summary Analysis:

The school demonstrated strong performance in the area of Science Proficiency over the term of the contract, achieving 89.3% of the points for this indicator. While the aggregate proficiency index was below the baseline, it was above the state for grades 5, 8 and HS. Performance was below that of the local district. The free/reduced price lunch and special education subgroups outperformed their peers at the state, with the special education student group also outperforming the special education student group at the local district.

Indicator 8: Proficiency or Growth in Other Curricular Areas or Educational Programs **2 Points**

School Goal: <i>Over the period of the contract, students enrolled at CCS will demonstrate readiness for kindergarten as measured by the completion of kindergarten readiness requirements, including health and developmental screening and participation in kindergarten round-up.</i>			
Performance Ratings	Measure 8.1 [R4K] – 2 Points: From FY18 to FY22, the aggregate percentage of students who complete all kindergarten readiness requirements will be at least 85%.	Result: 83.1%	
Exceeds Target (x1.5)	The aggregate percentage is at least 95.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 85.0%.		

Approaches Target (x0.5)	The aggregate percentage is at least 75.0%.	X	1 Point
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 8: Proficiency or Growth in Other Areas or Educational Programs Summary Performance		Approaches	1 / 2 Points (50.0%)

Summary Analysis:

The school demonstrated moderate performance in Kindergarten Readiness thus far over the term of the contract, with an aggregate of 83.1% of kindergarten students completing all kindergarten readiness requirements, falling short of the target.

Indicator 9: Post-Secondary Readiness

12 Points

School Goal: Over the period of the contract, students at CCS will demonstrate readiness for post-secondary success.			
Performance Ratings	Measure 9.1 [GRAD] – 6 Points: From FY17 to FY21, the aggregate 4-year graduation rate will be at least 67.0%	Result: 57.5%	
Exceeds Target (x1.5)	The aggregate 4-year graduation rate is at least 75.0%.		
Meets Target (x1.0)	The aggregate 4-year graduation rate is at least 67.0%.		
Approaches Target (x0.5)	The aggregate 4-year graduation rate 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 Points
Performance Ratings	Measure 9.2 [GRAD] – 6 Points: From FY17 to FY21, the average of high school students' annual course completion rates will be at least 75%.	Result: 73.2%	
Exceeds Target (x1.5)	The aggregate percentage is at least 85.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 75.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 65.0%.	X	3 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 9: Post-Secondary Readiness Summary Performance		Does Not Meet	3 / 12 Points (25%)

Summary Analysis:

The school demonstrated low performance in the area of Post-Secondary Readiness over the term of the contract. The school's aggregate four-year graduation rate was 57.5%, falling short of the goal by ten percentage points. The aggregate course completion rate was 73.2%, which slightly missed the target of 75%.

Indicator 10: Attendance

6 Points

School Goal: <i>Over the period of the contract, students at CCS will attend the school at high rates.</i>			
Performance Ratings	Measure 11.1 – 6 Points: From FY17 to FY21, the average of the school's annual attendance rates will be at least 92.0%.	Result: 84.1%	
Exceeds Target (x1.5)	The average of the school's annual attendance rates is at least 96.0%.		
Meets Target (x1.0)	The average of the school's annual attendance rates is at least 92.0%.		
Approaches Target (x0.5)	The average of the school's annual attendance rates is at least 88.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Indicator 10: Attendance Summary Performance		Does Not Meet	0 / 6 Points (0.0%)

Summary Analysis:

The school demonstrated poor performance in the area of Attendance over the term of the contract. The aggregate attendance rate was 84.1%, which was below the goal of 92%.

Crosslake Community 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	Meets Standard	
	Indicator Area 2: Knowledge	Meets Standard	
	Indicator Area 3: Attitudes	Meets Standard	
	Indicator Area 4: Skills	Meets Standard	
	Indicator Area 5: Action	Approaches Standard	
Inputs	Indicator Area 6: Environmental Education Program	6.1: Curriculum and Instruction	Well-Developed
		6.2: School Culture	Well-Developed
		6.3: Alignment to Mission or Community	Well-Developed
	Indicator Area 7: Governance	Well-Developed	
	Indicator Area 8: Operations	Well-Developed	

Summary Discussion

Crosslake Community School has demonstrated strong performance on Environmental Education goals over the term of the contract. The school is intentional about fostering rich, authentic understanding by connecting students with their learning, which involves not only books and teachers, but through direct experience of studying the environment and community in which they live. The result is a school that practices and values environmental education and stewardship.

CCS' schoolyard/forest and solarium communicate a commitment to environmental stewardship and a value of both instructional and recreational time spent around and within the natural world. There is a strong record of stewardship projects at the school which reinforces the school's mission to grow community-impacting learners of excellence.

The school has demonstrated improvement on outcomes and many of the inputs over the term of the contract which is a reflection of the adult culture and the value that is placed on environmental literacy and sustainability. It will be important in the future for the school to be thoughtful in developing and tracking ELP goals to maintain or improve upon the successes achieved in FY21 in any future contract term. Additionally, as the school moves forward from the disruptions of the pandemic, board decisions around sustainable facilities and operations at the school should be shared and documented to ensure that the values and culture of the school is being communicated to the school community.

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 *CROSSLAKE COMMUNITY 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:

CCS' 2020-2021 ELP indicated the following measure for this indicator area:

- Students in grades 5-8 will learn that different instruments come from different materials from the environment.
 - Students in grades 5-8 with an attendance rate of 90% or higher within the October 2020 snapshot will be given a pre and posttest, identifying different instruments and the materials they are made of. 85% of the students will be able to obtain 85% or higher via the post test.
 - **Results:** Students in grades 5-8 learned about instruments such as the kalimba, ukulele, recorders, and the piano. They learned that these instruments were made of lots of different natural materials, such as coconuts and bamboo. This goal was met with at least 100% of students being able to obtain at least an 85% or higher.
- Pre-K and K students will learn what monarchs need to survive by raising and observing monarch butterflies from egg to adult.
 - Students in grades PK and K with an attendance rate of 90% or higher within the October 2020 snapshot will observe the monarch butterflies using a journal. 75% of the students who have been will be able to identify the stages of monarch butterflies with 100% accuracy and what they need to survive in each stage by May 2021.
 - **Results:** One hundred percent of the students were able to obtain a 100% on identification of the stages of the monarch butterflies. To obtain this

knowledge, students kept a butterfly journal, did a butterfly art project, and raised butterflies in their classroom.

Analysis:

The school's performance in this indicator area meets standard. In FY21, the school was able through both strategies to fully meet rigorous learning and participation targets demonstrating that students and staff at CCS have the awareness, or are increasing their awareness, of the relationship between the environment and human life.

Over the term of the contract, the school met standard for this goal twice and approached twice (including FY20). Taking into account the impacts of the shift to distance learning in 2019-2020 and not holding the school responsible for those outcomes, the school met standard the majority of the years of the contract period.

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 *CROSSLAKE COMMUNITY 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:

CCS' 2020-2021 ELP indicated the following measure for this indicator area:

- 5th grade students will be able to describe, compare and contrast how soil is made in nature (such as in forests) and how soil is made through composting.
 - Students in Grade 5 with an attendance rate of 90% or higher within the October 2020 snapshot will compare and contrast forest soil with composted soil within a

field journal with drawings, labels, and explanations. 85% of students will be able to reach a level 3 knowledge or above.

- **Results:** Within this unit, students observed soil plots in our school forest for the period of 2 weeks. They also watched the composting process within a sealed container. During this process, students kept detailed “soil journal” records in their notebook, recording what they found and comparing and contrasting the differences and similarities between the 2 processes. At the end of the unit, students also watched short videos, took quizzes, and wrote a comic to show their understanding of the differences between soil and composting. At the end of the unit, 18 out of 19 students were able to reach a level 3 or above on the rubric.
- Students in the elementary Title I program will learn about composting worms and raise them. They will learn that humans need food in order to survive and good soil is needed in order to grow this food. Students will learn about the different types of worms.
 - Students in the elementary Title I program with an attendance rate of 90% or higher within the October 2020 snapshot will be given a pre and post-test, identifying different worms and the materials they need to survive. They will also be able to state why soil is important to humans. 75% of the students will be able to obtain 75% or higher via the post test.
 - **Results:** Students in the Title I program learned a lot about worms throughout the year. They raised worms in a bin and checked in with them frequently. Students and teachers got more than they expected out of this project! Throughout the year the project raised many questions, such as what do worms eat? During one check in, they found that there were “baby worms”! This led to questions on how worms have babies and worm anatomy. By the end of the year, 16 out of 19, or 84% of students were able to obtain a 75% or higher on their post-test. Students were able to identify why soil is important to humans (and worms!) by writing observations that “it can help with plants” to “if we didn’t have soil, we couldn’t plant anything we wouldn’t have oxygen, veggies, or plants. We also need it to stand on. “

Analysis:

The school’s performance in this indicator area meets standard. The school was able through both strategies to fully meet rigorous learning and participation targets demonstrating that students and staff at CCS have the knowledge, or are increasing their knowledge, of human and natural systems and processes.

Over the term of the contract, the school met standard for this goal twice and approached twice. Taking into account the impacts of the shift to distance learning in 2019-2020 and not holding the school responsible for those outcomes, the school met standard the majority of the years of the contract period.

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 *CROSSLAKE COMMUNITY 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:

CCS' 2020-2021 ELP indicated the following measure for this indicator area:

- As a result of reading the Birchbark House, students in 5/6 grade will write a nature journal from the point of view of a character. They will then compare and contrast their feelings towards nature.
 - Students in grades 5/6 with an attendance rate of 90% or higher within the October 2020 snapshot will be able to convey how nature impacts them, with 85% of the students attaining a level 3 or above. They will be evaluated by the following checklist and rubric: identify at least 3 parts of nature they rely on, just as a character in the book; write at least one sentence on the potential impacts of environmental damage and their concern towards how it affects their life and/or the environment
 - **Results:** Students in grades 5/6 read the Birchbark House. This happened when our school had to go to distance learning. During this time, students focused on ways the Omakayas interacted with nature in her life. To take this a step further, students then talked about how they interacted with the environment and how their choices affected the environment now. They then focused on their lunches and the trash that they created during lunch. They read a news article called "Should You Go Trash-Free at Lunch?" They wrote essays on this topic and took a survey on their learning and opinions. Finally, students created a poster about how to have trash free lunches. The poster was then hung up in the lunchroom. 100% of students were able to show positive feelings towards the environment. Most students could reach a level 4 and could write specific examples on how to help it.
- Students in 7th grade health class will compare and contrast the packaging of various items and will identify ways to minimize waste. They will write about their feelings regarding over packaging of items.

- Students in 7th grade health class with an attendance rate of 90% or higher within the October 2020 snapshot will write a statement/take a survey of how they feel about the amount of packaging for items and how too much packaging affects the Earth.
 - **Results:** All students participated in learning about packaging and how it affects the Earth. They watched a video, "The World's Packaging Waste". They then took a survey. Some student quotes include: "I feel disappointed in humanity. We could (and have) so much stuff to throw away we have no room to put it, which is why trash ends up in the ocean. Even if we burn it, the ozone layer would be eradicated." "Disgusted, sad, and disappointed that strawberries are wrapped in 4 things. "I have always been sad about the litter around the world but I never thought it would be this BAD!! It ends up in the ocean and is very bad for the animals!!!!!!!!!!!!!!!!!!!!!!" "That's just sad...its so stupid that that have to INDIVIDUALLY let me repet that INDIVIDUALLY wrap small items...tha's just pathetic" "[I feel] horrible (due to the fish in the ocean part), scared that the earth will become one giant garbage can, and just sad, just sad."

Analysis:

The school's performance in this indicator area meets standard. In FY21, the school was able to meet learning and participation targets as demonstrated with data from Strategy 3.1, showing that students and staff at CCS have an attitude, or are increasing their attitude of, appreciation and concern for the environment.

Over the term of the contract, the school met standard for this goal once, approached twice (including FY20), and did not meet the goal in FY18. Taking into account the impacts of the shift to distance learning in 2019-2020 and not holding the school responsible for those outcomes, overall the school met standard for this indicator during the term of the contract.

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 *CROSSLAKE COMMUNITY 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:

CCS' 2020-2021 ELP indicated the following measure for this indicator area:

- Students in grades 1 and 2 will be able to sort between recyclable and reusable materials.
 - Teachers will monitor this skill with at least 80% of the 1st and 2nd grade students with an attendance rate of 90% or higher within the October 2020 snapshot will be able to sort their trash without prompting. The following checklist will be used:
 - # of students that could sort between recyclable and reusable materials without prompting
 - # of students that could sort waste with little prompting
 - # of students who need help sorting all of the waste materials
 - **Results:** Grades 1 and 2 read many books and watched many videos on composting, landfills, reusing, reducing, and recycling. They also played a variation of the game “North, South, East, and West” called “Reduce, Reuse, Garbage, and Compost”. As students throw away their garbage, they look in the trash can. If they noticed that there was some paper or other recyclable material, they would report it to the teacher and it was put in the proper receptacle. They then would ask, “where does the paper go?” Kids would report back with the proper placement. Students took this a step further and monitored the recycling bins outside of the classroom. They continued to work on reducing and reusing materials before they recycled. There were many check-ins throughout the year in a variety of formats. Percentage of students who could properly sort materials without prompting throughout school year: Class #1-93%; Class #2-91%
- After learning about common loon migration in Minnesota, common loon life cycles, and the importance Minnesota has for nesting habitat, students in 3rd & 4th grades will understand it is important to protect and provide bird nesting areas.
 - 80% of students in Grades 3 & 4 will create a map of the migration routes including their stopping points and their nesting area. 85% will be able to identify and explain the following in their map:
 - where Common Loons in Minnesota migrate to in the fall and where they overwinter (Gulf of Mexico or Atlantic Ocean)
 - the Mississippi Flyway
 - hypothesize stopovers and habitat needs
 - identify summer nesting area and nesting habitat needs
 - explain at least 2 ways that the birds are being affected by human development
 - explain at least 2 ways humans can help the bird population within the migration route, wintering, and nesting areas.
 - This pertains to students with an attendance rate of 90% or higher within the October 2020 snapshot.
 - **Results:** A total of 29 students participated in learning about the Common Loon. The unit included activities such as reading an article called, “The

Common Loon”, watching the video, “Unraveling the Mysteries of the Common Look” and the “Mississippi Flyway”. They also used a Common Loon coloring sheet as well as created an art texture project with construction paper. Lastly, students were learning about Native American culture and read “The Raven and the Loon”, an Inuit Mythology book. Twenty five out of 29, or 86%, were able to identify and explain the above checklist on their map. Twenty nine out of 29, or 100 percent, participated in the mapping project.

Analysis:

The school’s performance in this indicator area meets standard. In FY21, the school was able to fully meet learning and participation targets demonstrating that students and staff at CCS have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life.

Over the term of the contract, the school met standard for this goal once, approached twice (including FY20), and did not meet the goal in FY18. Taking into account the impacts of the shift to distance learning in 2019-2020 and not holding the school responsible for those outcomes, overall the school met standard for this indicator during the term of the contract.

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 *CROSSLAKE COMMUNITY 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:

CCS' 2020-2021 ELP indicated the following measure for this indicator area:

- Students in 7th and 8th grades will raise trout from eggs and release them into a DNR designated trout lake. This pertains to students with an attendance rate of 90% or higher within the October 2020 snapshot.
 - 75% of the students will be able to correctly identify the following:
 - Basic trout needs for survival and through this they will understand their importance as an indicator species
 - Compare and contrast trout at least 3 needs within the tank and within the trout lake when they are released
 - Compare and contrast at least 3 advantages and 3 disadvantages of trout life within the tank and within the trout lake when they are released.
 - **Results:** For the second year in a row, students at Crosslake Community School (CCS) released nearly 100 rainbow trout fingerlings into Pleasant Lake as part of the Minnesota Trout in the Classroom Program. Middle school students raised them from eggs to fingerling for 5 months by monitoring their behavior, taking care of the tank, and feeding them. In the science classroom, they learned about the aquarium processes that keep them alive. Release day included students letting the trout go and surveying the lake through biological indices, as well as measuring water quality parameters to make predictions on how the lake keeps the trout alive. They collected and wrote down all of their data. Students kept a Trout Journal throughout the fingerling stage of the trout in the aquarium. 100% of students were able to compare and contrast at least 3 advantages and 3 disadvantages of trout life within the tank and within the trout lake when they are released. They were also able to identify basic trout needs for survival and through this they will understand their importance as an indicator species.
- Middle school students in the special education program will make creative posters of environmentally safe fishing to post around school and possibly town.
 - 75% of middle school students in the special education program with an attendance rate of 90% or higher within the October 2020 snapshot will create and post posters regarding safe fishing practices such as lead-free tackle and recycling of monofilament line.
 - **Results:** Eight out of 12, or 67% of students, participated in creating a project educating students about environmentally friendly fishing practices. Our special education teacher has a husband that works for In-Fisherman magazine and was able to help educate on the latest fishing technology. The fishing practice they learned about were special lures that kept plastic out of the lakes. 100% of the special education students learned about best fishing practices from the students that participated in the poster creation.
- Students in 8th grade participate in a debate surrounding an environmental issue.
 - 85% of the students with an attendance rate of 90% or higher within the October 2020 snapshot will be able to correctly identify at least 2 pros and 2 cons of the environmental issue and create an action statement identifying why and how they will help improve this environmental issue for the better

- **Results:** Seven students took part in a debate around a topic surrounding wake boats and the pros and cons of having them on the lakes. 100% of the students were able to identify 2 pros and 2 cons and created action statements. One action statement was, "Maybe make your boats more environmentally safe or have regulations and laws on where you could take them". Additionally, all students in the middle school watched the debate live and were able to give their opinions on the subject, as well.

Analysis:

The school's performance in this indicator area approaches standard. In FY21, the school was able to meet participation targets for Strategy 5.1, however no data is reported on the second learning target "Compare and contrast trout at least 3 needs within the tank and within the trout lake when they are released". In addition, it is unclear if the participation target for Strategy 5.3 was met. In future, the school should report raw data for participation in addition to a percentage. This should show the total number of students eligible to participate and the number that actually complete/participate in the activity. The data presented shows that students and staff at CCS have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life.

Over the term of the contract, the school met standard for this goal once, and approached standard three times (including FY20). Taking into account the impacts of the shift to distance learning in 2019-2020 and not holding the school responsible for those outcomes, overall the school approached standard for this indicator during the term of the contract.

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 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, CCS employs environmental education across the curriculum. In addition to utilizing the school forest as an integrating context for learning, the school partnered with the Army Corps of Engineers to create three fresh air classrooms during FY20. EE is embedded into health, music and arts classes, incorporated into reading and writing, and is integral to 3rd and 4th grade studies of Minnesota through the study of loons. According to the school's FY21 Annual Report, "Crosslake Online is looking at requiring a high school credit in environmental education for graduation. Additionally, environmental education concepts are integrated into all online courses." In the school's ELP, students receiving Title 1 or SpEd services are also given specific opportunities to focus on environmental education.

In the curriculum design process all teachers participate in the creation of the ELP as each teacher is responsible for creating an EE goal based on the developmental stages of the students in their classroom. Teachers also correlate their EE goal to academic standards to ensure that environmental education is integrated into learning rather than siloed in a stand-alone category.

The school was able to meet standard in each indicator area in FY21, demonstrating that the planning and investment of the prior years is becoming established and sustainable, even with disruptions from the pandemic.

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:

In interviews with parents and students, OW staff observed that students related a number of consistent environmentally-focused activities or components in their learning. Parents related that students bring home curiosity, care and concern for the environment, and that they see the school working to instill a connection to the environment in students. The school states that it "operates under the assumption that if students enjoy and understand the outdoors, they will want to protect it and work for it when they get older."

As a part of establishing a school-wide culture of sustainability and environmental stewardship, the school has made a transition in how it creates the ELP. As noted in a previous section, each teacher is now responsible for creating classroom units integrating the five EE indicator areas into their curriculum. Additionally, teachers will be (and may have been) able to apply for money distributed by the EE committee to help fund their unit. The school shares that "with this model, we hope that teachers will feel more confident in what they are teaching and they will have more ownership in our EE strategies. Teachers will have more flexibility with when, where, and how to implement their EE unit." This approach to developing students' environmental literacy at the school demonstrates clear efforts to reinforce the school culture by ensuring all teachers and staff have the ability to engage in the learning at a personal level.

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:

The mission of CCS is “To grow environmentally literate, community-impacting learners of excellence.” It is evident that developing students’ environmental literacy is essential to the fulfillment of the school’s mission, and the culture at the school reflects this focus. Students are given many opportunities throughout the school year to engage in actions that connect them to the environment, whether that is through the aquaponics system in the solarium, virtual or in-person cleanups, overnight stays at Deep Portage, snowshoeing, or raising trout. Many of the school’s ELP goals reflect a commitment to reducing waste through education about proper recycling and composting to be good stewards of resources.

Over the term of the contract, the school has made consistent investments in and adjustments to its environmental education program. It is evident that CCS has a sustained focus on the development of student and staff environmental literacy.

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:

A review of school documents show that the school meets five of the criteria listed:

- 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;
- 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.

According to the school budgets, the school board allocates funding toward EE materials, an EE stipend for the EE coordinator, and field/service learning trips for students. Educators at the school worked to find and acquire grant funding for snowshoes in addition to the DNR School Forest Grant. Students had opportunities to use Field Desks and go hiking and kayaking over the term of the contract. Each of these initiatives demonstrates a commitment to investing in EE programming as overseen by the board.

Reviewing board meeting minutes from the term of the contract reveals that the school board consistently discusses environmental literacy outcomes and initiatives for the EE program at the school. In addition to the missional focus of the school, teachers have received training from the EE committee, the Jeffers Foundation, Osprey Wilds ELC and others. The school is in an ongoing process of developing systems to track the ELP data, and to date the systems used have been largely successful. All of these data sources indicate that the school board takes an active role in developing and monitoring the EE program at CCS.

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 clearly meets four of the criteria listed:

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

Over the term of the contract, the school has demonstrated observable evidence that its decision-making and operations reflect a commitment to environmental sustainability through the aquaponics and composting systems (in addition to recycling); the creation and use of the School Forest and Fresh Air Classrooms, offering refillable water bottle stations, and regular professional development for EE.

CCS' FY21 Annual Report notes that educators "want to improve the Solarium so it lives up to its potential. Our solarium, which is another unique feature of CCS, is an underused resource. To fully use this, our teachers would benefit from additional training in environmental education. The Solarium also needs physical improvements ranging from lighting, to monitors, to welcoming pathways, to additional plantings. With these improvements, it has the potential to be an attractive, healing and educational asset for both the school and the greater community. The EE Committee has begun looking at how we can make these improvements."

In any future contract term, the school has an opportunity to continue to invest in and share decision-making conversations pertaining to its operations to more fully realize its commitment to environmentally sustainable purchasing decisions and facilities use.

Crosslake Community School

FY19-21 Financial Performance Evaluation

Contract term: July 1, 2018-June 30, 2022

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

Crosslake Community School maintained strong financial performance across the contract period and met standard on all measures during FY21. Financial management has been consistently strong; the board has conducted effective budgeting with minimal variances, has consistently earned the MDE School Finance Award, and the school had an audit free of any findings in each of the last four years.

Nearly all indicators of short-term and long-term financial health are strong which is very important as the school continues to grow. The school far exceeded enrollment targets in FY21 and the fund balance was at 28% (just over \$1M in cash) at FY21 year end with the help of a Payroll Protection Program (PPP) Loan. Days cash on hand increased to 98 days and indicates the overall financial strength of the school. The school has access to a line of credit that it did not have to use in FY21.

The school demonstrates strong financial health and must continue to invest in the educational program to ensure strong outcomes for students while ensuring short-term financial stability and long-term sustainability as it continues to grow, especially as the pandemic continues and there is an ongoing needs for high quality online learning programs.

Summary of Financial Performance

Financial Statements – Three-year Summary			
	2019	2020	2021
Balance Sheet			
Cash	\$533,867	\$884,838	\$1,185,372
Current Assets	\$1,014,843	\$1,469,715	\$1,693,123
Non-Current Assets	\$253,026	\$201,076	\$146,692
Total Assets	\$1,267,869	\$1,670,791	\$1,839,815
Current Liabilities	\$402,393	\$376,628	\$463,419
Non-Current Liabilities	\$0	\$451,800	\$0
Total Liabilities	\$402,393	\$828,428	\$463,419
Net Assets	\$865,476	\$842,362	\$1,376,395
Income Statement (All Funds)			
Total Revenue	\$3,558,896	\$3,933,604	\$4,673,769
Total Expenditures	\$3,550,823	\$3,904,769	\$4,537,152
Debt Proceeds & Capital Leases	\$0	\$451,800	\$0
Surplus (Deficit)	\$8,073	\$480,636	\$136,617
Total Fund Balance	\$612,451	\$1,093,087	\$1,229,704
Total Unrestricted General Fund Balance	\$569,184	\$1,051,839	\$1,081,377
Enrollment Information – Pupil Units (P.U.)			
Budgeted Enrollment	251.20	302.20	364.60
Actual Enrollment	287.19	338.58	388.44
Maximum Total Enrollment (number of students) <i>Per section 6.5(a) of the charter contract</i>	350.00	350.00	350.00

Financial Performance Evaluation –Summary			
Management Indicators	2019	2020	2021
Budgeting	Meets	Meets	Meets
Financial Policies and Practices	Meets	Meets	Meets
Financial Reporting	Meets	Meets	Meets
Financial Audit	Meets	Meets	Meets
Near-Term Indicators			
Current Ratio	2.52	3.90	3.65
Days Cash on Hand	55	73	98
Enrollment Variance	114.3%	112.0%	106.5%
Sustainability Indicators			
Fund Balance Percentage	18.3%	33.5%	28.0%
Total Margin/Aggregated Three-Year Total Margin	0.2%/1.0%	12.2%/5.3%	2.9%/5.1%
Debt to Asset Ratio	0.32	0.50	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
3.9% = (\$ 4,673,769 - \$ 4,498,451) ÷ \$ 4,498,451

Expenditure Variance = (Actual Expenditures – Projected Expenditures) ÷ Projected Expenditures
0.1% = (\$ 4,537,152 - \$ 4,533,497) ÷ \$ 4,533,497

Analysis

The board approved the FY21 and FY22 budgets prior to the start of the respective fiscal years. Board engagement in a process leading up to budget approval is evident in board meeting and finance committee minutes. The board has a finance committee that engages more deeply in finance review and discussions which helps maintain minimal variances. The board reviews and approves quality financial statements and typically makes mid-year budget adjustments as warranted. The FY21 budget was revised in January 2021 and again in June 2021 to account for increased enrollment and online positions, although meeting minutes indicated robust discussion and retreats regarding the budget throughout the year.

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:

- Procurement Process, revised September 13, 2021
- Fund Balance Policy, revised December 12, 2014
- Credit Card Policy, approved October 11, 2021
- Contributions and Fundraising Policy
- Conflict of Interest Policy (included as part of the school's bylaws), revised June 12, 2017
- Group Health Insurance Policy, revised February 13, 2017

OW reviewed the board policies on file and posted on the CCS website. The school is missing the following financial-related required policies:

- Electronic Funds Transfer Policy

The school submitted a plan to draft and adopt the required policy prior to the execution of any future contract.

The school has in place comprehensive and effective policies to manage its finances. Document reviews and the annual audit indicate that policies are implemented with fidelity and raise no concerns regarding internal controls. Review of check registers raises no concerns about the use of public funds.

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 77% over the course of the contract to date (July 1, 2017 through January 7, 2022). OW expects the school will maintain at least an 80% on-time Epicenter compliance rating. Document reviews and the annual audit confirm that the school completes its financial reporting obligations to the state and federal government in an accurate and timely manner. The school has consistently earned the MDE School Finance Award, including in 2021 for FY20 reporting.

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 and no findings for the fourth year in a row.

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

$$3.65 = \$ 1,693,123 \div \$ 463,419$$

☒ **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 current ratio has met standard over the course of the contract term and is currently 3.65, well above standard, indicating that the school remains 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):

$$95 \text{ days} = \$ 1,185,372 \div [(\$ 4,597,708 - \$ 60,556) \div 365]$$

December 31 of current fiscal year:

$$101 \text{ days} = \$ 1,250,124 \div [(\$ 4,597,708 - \$ 60,556) \div 365]$$

98 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 from 55 days in FY19 to 73 days in FY20 to 98 days in FY21. This is mostly due to the influx of funds received from the Payroll Protection Loan and increased online enrollment, likely also due to the pandemic and resultant shift to online learning.

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

$$106.5\% = 388.44 \div 364.6$$

☒ **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 for FY21 was 106.5%, far exceeding projections. Board meeting minutes indicate this was due in part to higher than expected online enrollment. The school implemented budget revisions during the year to accommodate the change and has projected further enrollment increases into FY22.

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

28.0 % = \$ 1,221,169 ÷ \$ 4,357,152

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 in FY20 increased to 33.5%. This is largely due to receiving the PPP loan to help alleviate unanticipated funding shortfalls due to the Covid-19 pandemic. Without these funds the balance would be more closely representative of the 18.3% during FY19, which fell below standard due to the PreK program expansion and other planned investments. In FY21 the fund balance dipped to 28.0% but Osprey Wilds is not highly concerned at the time as the current fund balance of over \$1,000,000 supports the school's ongoing growth plans. While this meets standard for this measure in FY21, the board must carefully manage its budget going forward 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
 $2.9\% = \$136,617 \div \$4,673,769$

Aggregated Three-Year Total Margin = Total Three-Year Surplus (or Deficit) divided by Total Three-Year Revenue
 $5.1\% = \$625,326 \div \$12,166,269$

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 FY21 total margin was 2.9%, and the three-year total margin was 5.1%. This represents a steadily improving fund balance, and indicates the school has operated with a surplus over the last three years, which meets standard for this measure.

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

$0.25 = \$463,419 \div \$1,839,815$

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 was 0.50 at FY20 year-end, but was at 0.32 or below during the term of the contract and ending at 0.25 at FY21 year-end. The increased ratio in FY20 was the negative effect of receiving \$451,800 in a loan from the Payroll Protection Program that was considered a liability. In FY21 the PPP loan was forgiven, resulting in the debt to asset ratio stabilizing again. This does not include any long-term liabilities related to TRA and PERA.

Crosslake Community 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	Meets Standard
1.4: Special Education	Meets Standard
1.5: English Learners	Meets Standard
1.6: Parent & Student Satisfaction	Meets 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	Meets Standard
Indicator Area 6: Compliance & Reporting	
6.1: Charter School Annual Reports	Meets Standard
6.2: Insurance	Meets Standard
6.3: Authorizer & State Compliance	Meets Standard

Summary Discussion

Crosslake Community School's contract period has been marked by transition, both in the growth of its online program (expanding from 5-12 to K-12), the addition of a preschool to the seat-based program, and new leadership in both the seat-based and online programs. Through it all, the school has remained deeply committed to its mission and vision which is evident in the school's educational program and reflected by the school's community of students, families, and staff.

The school's academic performance evaluation fell below standard in FY19 and in response the school has made changes in the educational program over the past few years to better support academic outcomes, including strengthening instructional leadership, consistent curricular expectations across the programs, and targeted professional development in response to student academic data. The impact of the pandemic makes it difficult to discern at this point if changes have had an impact on student outcomes, although teachers generally feel supported and grateful for the consistency. In conjunction with the pandemic, the school has also significantly expanded its online program. In any future contract period, it will be prudent to differentiate contractual academic measures to ensure that both the seat-based and online programs are assessed within the overall school's performance evaluation (rather than measuring the school as one program, as the current contract does).

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 and training. During FY20 and FY21, the majority of board meetings were held with attendance of at least 80% of board members present.

In addition, the school provided evidence that all board members have consistently completed statutorily required initial training and annual training. 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, if any, violations.

There was very little evidence the board reviewed academic data at its meetings, and a Notice of Concern (Intervention Level 1, per Exhibit Q of the school's charter contract) regarding the school's academic performance on its contractual goals was not reviewed or addressed by the board when it was issued in March 2019. It was not until the Notice of Concern was updated in March 2021 with additional academic data that the board took action at the board level to address the lack of progress towards meeting contractual goals, although this pattern had been emerging for several years. While the board has improved in terms of monitoring inputs related to instruction and assessment, it will also be very important to monitor progress toward academic contractual goals (i.e. specific academic data) in any future contract period.

Prior to any future contract period, the school will be required to bring aspects of its governance and operations into compliance with statute and the contract, including the bylaws and various policy revisions (including the Lottery Policy).

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:

Crosslake Community School's (CCS) mission is to grow environmentally literate, community impacting learners of excellence. The school has both a seat-based (PreK-8) and online program (K-12). In CCS's renewal application it states, "at each grade level, the school focuses on building awareness of what students can do in their daily lives to be responsible environmental stewards," and the school "partners with local businesses and organizations that help empower students" and also serves as a community resource. Seat-based staff report that in the forefront of most teachers' minds are the questions: 1) how can we get the kids outside? and, 2) how can we be involved in the community? These focus areas also were present in all student, parent, and board interviews of the seat-based program.

The school expanded to an online program in 2014 and reports that the original mission and vision, while appropriate for a seat-based program, is more challenging to implement fully online. The online program is still struggling with the challenges of implementing the key components of the mission. School leadership report that they are working to align the online program with the CCS mission, specifically embedding environmental education into the program and building community both among students spread across the state as well as connecting them to their individual communities.

In response to these challenges, the school is in the process of revising its mission and vision statements to reflect the difference in its implementation between the seat-based and online programs. While OW is unable to assess this future shift, given the school's intentionality with its current mission, it is reasonable to expect that the school will take appropriate measures to align both programs with the new mission and vision.

Both the seat-based K-8 and online K-5 classes are limited to 19 students by design and employ a multi-grade learning environment. In the school's renewal application the school reports that its "commitment to small class sizes and multi-age classrooms allows for teachers to more deeply engage their students in the educational process, and allows classroom teachers to develop a greater understanding of individual students by maintaining contact over a longer period of time."

In interviews for the seat-based program, environmental education and the intentionality of EE content was brought up in all interviews. The school's location, easy access to the outdoors, and the bulletin boards in the hallways illustrating environmental activities conducted by the students show this connection to nature and the environment. Less emphasis was placed on community in interviewees responses, which may be a result of the impact of the pandemic on the recent school years. However, the school's annual report highlights the ways the school is intentional to give back to the community as well as invite the community in. The interview with seat-based parents stressed how their children were "learning to be good humans" and that the school is community-based.

CCS's Exhibit F indicates that the school addresses its primary statutory purpose of improving all pupil learning and all student achievement by:

- **Providing interventions and supports that help all students, from struggling to high-ability, to reach their full potential.** From interviews with teachers and school leaders, it is evident the school is intentional about providing the student supports needed so that all students can learn. The seat-based program invested in four AmeriCorps tutors to expand the support provided by the Title I, and an interventionist to provide for both struggling learners and establishing a program for accelerated learners. Additionally, the online program has two dedicated staff members working on interventions, as well as asking for further expansion of the "support squad." The school's small class sizes and incorporation of looping is designed to improve relationships among students and teachers and provide a greater understanding of student needs.
- **Use of data to inform instruction:** The school's Exhibit F refers to AIMSweb and NWEA. The school shifted to STAR Assessments in FY18. Teachers in the seat-based program report that they use STAR testing to measure whether student achievement goals are being met. Data is collected and follows the student as they move up in grades. STAR testing is conducted 3x/year and curriculum has been benchmarked so that teachers know where students should be at key points in the year. Interviews with the school leaders and online teachers report that the online program uses data from the STAR test as benchmarks to assess if student goals are being met for proficiency, growth, and desired learning outcomes. This information is then used in the "My Path" system as a Tier 2 intervention to create individualized learning plans and address academic deficiency and program needs. Seat-based teachers report that it is up to the individual teacher to take the time to look at the data and the school could benefit from taking time to look at the data in a PLC format. Such a structure would ensure that use of data is applied across the full staff, and individual teachers can benefit from the support of looking at data as a group. The process of using data needs to be formalized.

The school identified the following additional purposes in Exhibit F of its charter contract:

1. **Establishing new forms of accountability for schools.** In the school's renewal application, it did not address this additional statutory purpose, and in the school's annual report it highlights accountability with OW, MDE, and the Department of Health, none of which would be considered new forms of accountability.

2. **Creating new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.** While the school did not specifically address this statutory purpose in its renewal application, the school implements Professional Learning Communities (PLCs) which are led by teachers and focus on student learning. The school reports that “based on the learning needs of the students, teachers and staff develop professional development goals, curriculum needs and review all aspects of improving student learning.” The school also implements the High Reliability Schools framework by Marzano, with the staff actively working to transform the school’s approach to student learning in alignment with the school’s strategic plan.

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: Evaluators in both programs observed that students were engaged in their learning. In the seat-based program, the relationship between teachers and students were strong and students seemed motivated to respond appropriately to direction. While the number of classes observed was limited in the seat-based program, learning objectives were evident in some of the classrooms and students, in general, seemed clear as to their learning goals. The level of questioning did vary from classroom to classroom, but generally questions were fairly low on the Bloom’s Taxonomy scale. From this very limited observation, it would appear there is room for increased rigor. It is worth noting though that site visit notes in June of 2018 indicated that “instruction in the classes observed

this day were all of high-quality” and that “students were challenged to think, ask questions of each other and take chances.” Classroom observations are a snapshot at best, and teachers and students vary from observation to observation and by the perspective of the evaluator.

Observations from the online program were even more limited, and the instruction observed was deemed by reviewers as average, not yet attaining high-quality due to lack of clarified purpose being communicated to students, and the reliance on teacher direction for the learning.

School leaders reported that a priority is building integrity throughout staff with accountability, and to keep working to acquire the tools to build that. They report that there has been a gap in instructional leadership over the many leader transitions, and teachers as well as support staff were not given what they needed to improve. They expressed an intention to “formalize a structure of consistency across the board so that it doesn’t matter who implements it.”

Curriculum: The school has an established five-year curriculum review cycle that serves to periodically review and evaluate the effectiveness of curriculum. The school’s renewal application provides analysis of the reading curriculum and attributes a change in 2018 to the Holt McDougal Literature Common Core curriculum as resulting in an increase in both growth and proficiency. Related to math, the school believes that while looping classrooms are highly effective overall, further research indicated that a multi-grade approach is less effective for the subject of math. In 2019, CCS began the process of moving students into single grade levels for math instructional blocks. This implementation was disrupted by the pandemic and social distancing requirements. The school intends to return to this practice as soon as feasible. When interviewed, the seat-based teachers expressed an appreciation for consistency of curriculum and indicated that this is relatively new for CCS in relation to the entire term of the contract and they feel it is making a difference.

For the online program, CCS uses the Edgenuity curriculum for the majority of courses. Courses that are not available in Edgenuity (for example, Fine Arts, some of the Environmental Education classes, and some electives) are teacher-developed in Canvas or Google Classroom. According to the school’s renewal application, the online program employs a Curriculum Coordinator who directly oversees standards alignment, researches and implements differentiated instruction within the curriculum, trains and oversees teaching staff, and coordinates quality job-embedded professional development. Training occurs at the beginning and end of the school year in addition to several times throughout the school year. Staff are required to maintain standards alignment documents and course syllabi in accordance with statute.

Training: Teachers in the seat-based program report that the primary professional development relates to the school’s focus on the High Reliability Schools framework by Marzano. PLCs meet every Wednesday and everyone is in one. The staff interviewed felt they were able to direct their learning and pursue areas they identify of need or interest. Online program staff shared that they receive professional development, but desire more relevant, job specific opportunities for development. They still feel as though there is a need for training to fully address the academic and social needs of students learning in a mostly synchronous online school environment. They feel as though there is more that needs to be done to address the academic and social needs of students, but either have not received training to do so or they have not been provided with the appropriate skills and tools necessary to feel successful at meeting these goals. Staff also shared that they desire a more robust onboarding training program when they are hired for the online program. Although the experienced/senior staff are very supportive and helpful when new staff ask questions, staff

share that when they came in, they felt as though they are somewhat put in a position to “earn and learn” at the same time.

CCS is a Q Comp school, and implements coaching and observations according to the annual plan. According to the school’s renewal application, the lead teacher is to evaluate and analyze with each teacher assigned to their team (primary or middle school). For the seat-based program, these observations follow Marzano effective teaching guidelines and protocols. For the online program, these observations follow the iNACOL (National Standards for Quality Online Learning) and Quality Matters guidelines and protocols. Midway through the year, teachers are matched up, arrange observation times and then observe each other and go through the protocols, meet and process together. The director also observes the teachers 1-3 times per year depending on the experience level and previous evaluations of the teacher.

Equity: The school’s renewal application indicates that the Board is considering a strategic area of focus being “A Place for Belonging: Diversity, Equity, Inclusion & Climate.” OW supports this strategic focus, as experience shows that all schools (and particularly those with a majority of students in one demographic) benefit from intentional work in this area. While evaluators saw neither saw evidence of, nor the lack of, equitable practices in place at the seat-based program, seat-based staff interviews indicate that there are a number of students that are questioning their gender identity and sexual orientation. Some staff identified concerns that the school does not have a policy on validating students’ chosen names and gender identities, and that school leadership is not always open to affirming students’ identifications. The online program has taken specific steps in this regard and its experience may prove useful to the seat-based program. Belonging, and the components that influence belonging (diversity, equity, inclusion, and climate) depends on structures being established to govern individual practices. Without such structures, it is difficult to ensure accountability to the outcome.

The school’s academic performance evaluation fell below standard in FY19 and the impact of the pandemic makes it difficult to discern at this point if changes made in the educational program over the past few years are likely to have the required positive impact. In conjunction with the pandemic, the school has also significantly expanded its online program with academic measures that are not equally effective for the two distinct programs. It would be prudent in the next contract to differentiate measures to ensure that the strengths and challenges of both programs are able to be assessed within the overall school’s performance evaluation.

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

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:

Overall the school implements an effective Special Education program that protects the rights of students with disabilities. The school's special education student group achieved roughly similar outcomes in reading and math to the local district, and outperformed the local district and state in science.

On average over the term of the contact, Crosslake Community School has served roughly 20% of students with IEPs. The school's FY21 Annual report states that it primarily meets the needs of students with disabilities through a mainstream approach, which some students receiving pull-out services in speech, reading and math.

Evaluators affirmed that the policies and processes outlined in the TSES manual are in practice at the school. The child find process implements three interventions run for 6-7 weeks before students are referred to the child study team. The special education teachers detailed a child study

process that is aligned with the process described in the TSES. According to the school's annual report, when it becomes necessary to suspend students, Pupil Fair Dismissal protocols are followed. If a student with an IEP is in need of consequences, prior to any suspension taking place, a manifestation determination will be held to identify whether or not the student behavior falls within the guidelines of the IEP. Minor infractions or disruptions are handled through in-school suspension and detention models. Students on IEPs are typically referred to the special education teacher for intervention strategies aligned with IEP guidelines.

The school's Special Education Directors (a team of two support personnel from the Paul Bunyan Special Education Cooperative) feel that the staff, though small (2 in the seat-based program, 3-4 in the online program) is strong with a good lead staff member and excellent teacher retention. They acknowledged that CCS is the only online program they serve, and they are not as knowledgeable regarding the needs of an online program. They felt that the school does not have as many resources for students with significant needs (behavior specifically) and that this would be an area of improvement. They also felt that the district needed to look at a more integrated MTSS system that uses data to inform instruction. The school reports that its seat-based program has a comprehensive MTSS framework that it uses to provide targeted support for all learners and the special education teachers report that the MTSS system is evolving. However, the MTSS needs more work to result in reducing the number of requests that move up to the Child Study process. The online program's MTSS process is very new and just in the beginning stages. Since the school's Special Education Director has limited experience with online programs, it may be beneficial to seek out additional support from an experienced online special education director.

The Special Education Directors also believes that general education staff would benefit from additional professional development related to the support of students with disabilities. The Special Education Directors indicated that they are not involved in funding decisions.

The school had an MDE site review in FY19 and corrections were made ahead of time.

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 does not have a significant English Learner population, but does have an EL Plan of Service to guide support as the proportion of English Learners is growing with the expansion of the online program. CCS currently employs an EL teacher, licensed for EL on an out-of-field permission. This teacher is licensed in K-12 Reading, K-12 Learning Disabilities, and 1-6 Elementary Education, and has a Reading Specialist License and a Doctorate of Education in Reading and Literacy. This teacher has been participating in numerous EL trainings from the state, and has taken the initiative to participate in a 150-hour TESOL Certificate program from Arizona State University.

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:

Surveys gauging aspects of student and parent satisfaction were regularly conducted and reported on for most of the years of the contract period, but conducting and gathering survey results during periods of transition due to the pandemic made this challenging for FY20. For the years data was gathered, responses from the parent surveys consistently show clearly positive results indicating that respondents view CCS as a safe place where their students are learning and being cared for by staff.

Over the term of the contract, annual reports show that there has been an improved parent response to the question, "My child is well prepared for their next level of schooling through the curriculum, testing, and supplemental resources offered at CCS," beginning with 67.5% of respondents agreeing or strongly agreeing in 2017-2018 to 95% of respondents agreeing in 2020-2021.

Data from student surveys was not reported on in FY18, and in FY20 some commentary was given that student responses were not as positive as parents though raw numbers or analysis was not reported. In the FY19 annual report, 71.5% of students in the online program reported feeling "prepared for their next level of schooling through the curriculum, testing, and supplemental resources offered at CCS" (it appears that question was not asked of students in the seat-based program, nor were student responses to that question reported on in FY20 or FY21). In the FY19

annual report, 85.7% of students in the online program and 71.1% of students in the seat-based program reported having access to the tools and resources they need to be successful. In FY21, 94% of students in the online program felt that they had access to the tools and resources they need to be successful.

Annual reports from FY19 and FY20, show varied results between students and parents in regard to students respecting each other in the classroom. In those reports, the school identified some clear areas for growth including pursuing the High Reliability Schools training. Interviews with students indicated a general satisfaction with the school. One item brought forward by a student was an increased need to acknowledge that people learn in different ways. The student in question indicated that some teachers did not listen to what the student needed. In a similar vein, when asked about feeling safe at school, students felt that while the majority were welcoming and kind, they urged teachers to be more observant of their students and to understand that if a student is being teased/bullied about something out of their control (poor family, "don't look nice") it should be stopped. These students' perspective resonates with data discussed in the FY21 Annual Report from the 2021 Seat-based student survey:

"On the item, "The students in my class show respect to each other," 50% responded "Neutral" while the other 50% was quite evenly split between Agree/Disagree. This is an area to examine, whether students understand what it means to show respect or if it's a different issue."

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 and training. During FY20 and FY21, the majority of board meetings were held with attendance of at least 80% of board members present.

In addition, the school provided evidence that all board members have consistently completed statutorily required initial training and annual training.

Board elections are typically held in October of each year and are consistent with the school's bylaws and state statute. Also in accordance with the bylaws, new and re-elected members are seated at the January meeting following the election to coincide with the school's annual meeting, which is documented in the meeting minutes.

The school's bylaws state, "The officers of Crosslake Community Schools shall be elected for one-year terms by the Board of Directors, and shall consist of a Chairperson, Vice Chair, Treasurer, Secretary and such other officers as the Board of Directors shall determine from time to time." Meeting minutes indicate board officer elections occurred in FY18 and a chair was elected in August 2020, but there is no other evidence of officer elections in accordance with the bylaws. There is no evidence of officer elections in FY19 (although there was discussion at the December 2018 meeting that this needed to happen at the annual meeting the following month) or FY20. While the board

asserts people served in these roles throughout the contract period, it must document officer elections in its minutes. As also noted below, meeting minutes are a formal recording of transactions that happened during the meeting, are used for clarification of past activities and actions.

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:

Review of board meeting minutes indicates they are generally complete and clear enough for a person who did not attend the meeting to understand the board's actions, although motions are not always clearly articulated as an action taken by the board. Documentation of discussion and deliberation has improved over the course of the contract period although this could be more detailed to help an observer better understand the content of the board's conversations. (There is a noticeable difference between FY20 and FY21 meeting minutes.) Meeting minutes are a formal recording of transactions that happened during the meeting, are used for clarification of past activities and actions, and help ensure continuity in the school's actions. As such, they should not reflect the opinions of the secretary or recorder or be written in any one board member's voice (i.e. a transcript).

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, if any, violations.

An organized, effective board is the foundation for a high-performing charter school. The CCS board must continue to ensure that all its members are not only deeply committed to supporting the school, but also possess a deep understanding of their responsibility to students, families and the public—as well as what that means in practice to ensure outstanding educational outcomes for CCS learners and long-term sustainability for the school.

Highly effective boards do a fair amount of work in between board meetings by harnessing the energy of committees, even though the formal work of the collective board happens during the regularly scheduled board meetings. The board should ensure that members are fully prepared for both committee and board meetings, discussion is organized and productive, and meetings focus on advancing the board's goals and priorities in alignment with its strategic plan rather than reacting to the latest challenges. This includes distinguishing between routine issues and strategic agenda items, as well as establishing a clear line between governance and management. (There is a really helpful chapter in *Charter School Board University* by Brian L. Carpenter that summarizes this distinction as *ensuring* vs *executing* – school management figures out *how* something will get done and the board evaluates *how well* those outcomes were achieved. This could be a useful resource for the CCS board to consider as it continues to develop and lead the school.)

There was very little evidence in meeting minutes that the board reviewed academic data, and a Notice of Concern (Intervention Level 1, per Exhibit Q of the school's charter contract) regarding the school's academic performance on its contractual goals was not reviewed or addressed by the board when it was issued in March 2019. It was not until the Notice of Concern was updated in March 2021 with additional academic data that the board took action at the board level to address the lack of progress towards meeting contractual goals, although this pattern had been emerging for several years. The school's primary purpose is to improve all pupil learning and all student achievement and the board must ensure that the school is effective stewards of both children's futures and the public trust by fulfilling that purpose.

In addition, the board rarely monitors environmental education performance as it relates to the contract (Exhibit H, Environmental Education Goals). While the board discusses environmental education regularly, it does not compare that to the school's environmental learning plan, nor monitors that the ELP measures are being addressed. OW expects the board will monitor progress toward its contractual academic and EE goals at least four times / year and document those discussions in the meeting minutes.

In addition, the purpose of Exhibit S (the Performance Improvement Plan) is to address areas of the contract where the school did not meet standard in its last renewal evaluation. It is important to ensure ongoing monitoring of this plan so when the school is up for renewal again, these areas have been addressed and do not continue to need improvement in the next evaluation period. Failure to address ongoing issues threatens the school's future.

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

- Concussion Procedures (MN §124E.03 Subd. 7(c))
- Electronic Funds Transfer Policy (MN §471.38 Subd. 3(a) / MN §124E.16 Subd. 1)
- World's Best Work Force Policy (MN §124E.03 Subd. 2(h)i)

In its response to this evaluation, the school submitted a plan to draft and adopt the required policies prior to the execution of any future contract.

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:

CCS has a clearly established job description for the roles of Director of Seat-Based Learning and Director of Online Learning, the two positions that report directly to the Board of Education. The school has a School Director Performance Evaluation Form that is used for both CCS Directors. The process establishes that a formative mid-year feedback process will take place in January and a summative evaluation occurs in June.

Meeting minutes indicate the board engaged in director evaluation or evaluative activities in July 2017, June 2018, July 2019, December 2019, and June 2020. (The board did not conduct a school leader evaluation in FY21 because it did not have a permanent director in place.)

The procedures for school leader evaluation includes both Environmental Education and Student Academics and Behavior. The Environmental Education section includes as an item for consideration, "Ensures EE standards are implemented per the authorizer's contract." However, it is not clear that the director evaluation process directly holds the school leaders accountable for the academic outcomes identified in the *school's* contract. This is an effective practice (especially given the board is ultimately responsible for these outcomes and the director is its primary employee) and the board should consider revising the evaluation procedures to include this responsibility.

In its response to this evaluation, the school provided evidence that it evaluates the performance of the in relation to OW contractual goals and expectations in practice (although the written director evaluation process does not specifically articulate this connection).

Finally, once the board has completed its evaluation of the school leader, the board must summarize its conclusion regarding the evaluation in the minutes (as required by MN §13D.05 subd. 3) and vote in open session based on the results of the evaluation (i.e. offering or rescinding contracts, salary discussions, etc.).

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

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

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:

- Statute requires the school give preference to all foster siblings of the pupil's parents, which includes any "foster child of that pupil's parents," not "foster children residing with currently enrolled students," (as indicated by CCS's current policy).
- Clarify that the school provides an enrollment preference for sibling(s) of an enrolled pupil and to a foster child(ren) of that pupil's parents.
- 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.
- Ensure the policy posted on the website is the most recent version revised by the board.

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. CCS has its policies listed 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:

According to the FY21 Annual Report and STAR report, school staff are appropriately licensed. In the Annual Report, the file folder number for Rebekka Sievert looks like it should be 490886 (On Call Substitute license) rather than the file folder for Rebecca Sievert which expired in 2008.

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:

Over the term of the contract, the school has maintained very high teacher retention rates. The lowest rate for the years of the contract period was FY21 with 87%. The retention rates for licensed teachers were: FY18 92%, FY19 94%, FY20 94%, FY21 87%.

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:

The school has created and submitted a thorough Teacher Evaluation Process for the 2021-2022 school year. The school may consider including expectations regarding teacher evaluation in its Staff Handbook.

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:

Throughout the contract period, the school submitted timely Annual Reports to Osprey Wilds. The Annual Reports have generally been comprehensive and compelling, however only the FY19 and FY21 Annual Reports were fully compliant without requiring revision.

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)

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:

Throughout the duration of the contract, the school has maintained an on-time compliance rating with Epicenter of above 80%. The lowest on-time rate occurred in FY20 (83%). Evidence suggests the school historically completes state reporting on time and fulfills requirements related to TRA and PERA. As of the date of this evaluation the school's website is compliant with statutory requirements.

**Crosslake Community School
Response to Renewal Evaluation Report
1/24/2022**

ACADEMIC PERFORMANCE EVALUATION

Summary:

First, we acknowledge that we have work to do in this area. We recognize that many of these measures are not up to par, and have implemented numerous strategies to address our academic performance moving forward, as described in detail in our Renewal Application and our response to the Notice of Concern. One of our biggest challenges has been getting students to test, primarily online students. In 2022 we plan to have at least 4 MCA testing sites throughout the state (Crosslake, Saint Cloud, Duluth, Twin Cities) as most students live within an hour's drive of one of these locations, and we are open to adding additional sites if requested.

Also as stated in our Renewal Application, a number of these goals were unrealistic and/or lacked meaning as written, given the unique nature of our school's two programs. As you know, the online program was in its infancy when the 201-2022 contract goals were established. Several of the goals were written to be primarily reflective of the seat-based program (Mission Related, in particular) and we know that significant revisions are needed to reflect our two programs as well as our expansion and growth in the online program (moving from 9-12 to K-12 over the contract period). We are eager to work together with Osprey Wilds to develop meaningful, rigorous, and realistic academic goals for our next charter contract.

Indicator 1: Mission Related

As mentioned above and in our renewal application, we are proposing significant revisions to our mission-related goal, specifically for the online program. Community engagement looks different in the online space and we want our goal to reflect our actual work and impact. Additionally, our board has been in discussions about revising our mission and vision statements.

Proposed Online Mission Related Measurement:

- 60% of online students will complete an environmental civic project*. (year 1)
- 65% in year 2
- 70% in year 3
- 75% in year 4

*The environmental civic project is part of advisory for high school, required in EE/art class in middle school, and will be incorporated into the elementary school curriculum.

A focus this year has been on collaboration between programs and exploring ways for the online community to be more involved with in-person events. For example, the online science teacher did an excellent EE/Art project by gathering online students who met at the Army Corps

of Engineer Dam and Campground located across the street from the school building. This was a great opportunity for online students to explore the Crosslake community and gain exposure to the school. This was a new event and was not included in the reports on this measure. The online director and numerous online staff and students attended our beginning of the year in-person open house - which was a huge community event as we incorporated many facets of the public, i.e. fire dept, police, public works, etc. Two virtual open houses were held at the beginning of the year, as well, with good online participation.

In summary, we are exploring new language for our mission/vision statements and goals moving forward; we are looking at creative ways to define “community” in the online space, and we are committed to building a cohesive and collaborative school community that is inclusive of both programs.

Indicator 3: Reading Growth

We are putting numerous measures into place to address students’ reading skills. The seat-based program has brought in 2 full time and 1 part time reading Americorps tutors and a full-time interventionist that splits her time between reading and math for children in grades K-5. The online program incorporates MyPath Reading to provide targeted interventions and supports, and employs two staff to provide reading interventions.

Indicator 4: Math Growth

We have been working diligently on our math goals. The seat-based program has secured a full time math corps tutor who is working in the middle school math classroom as well as tutoring small groups of students grades 4-8. The online program uses MyPath Math to provide targeted interventions and employs a staff member who provides one-on-one interventions to identified students, as well as additional math supports (1-on-1 office hours) for any student who needs math support.

Indicator 5: Reading Proficiency

We are incorporating the easyCBM progress monitoring in all seat-based classrooms, Title1 and SPED. This monitoring helps keep instruction on track and paces how delivery is monitored. Additionally, please see our above response to Indicator 3.

Indicator 6: Math Proficiency

Please see our above response to Indicator 4. Interventionists are working with students and have been increasing intervention skills in the classroom through activities and adult personnel. Additionally, improving student math skills is a school-wide goal and commitment during the 21-22 school year, and our QComp goals are focusing on this in both programs.

Indicator 8: Proficiency or Growth in other Curricular Areas or Educational Programs

As our data shows, we reached at least 85% on this goal every year except FY18, which brought down our aggregate number. Even in FY21, 88.9% of students completed all requirements and this was during COVID, with in-person activities. As seen here, aggregate

goals tend to mask what's really happening (good or bad) and we would like to revise our goals to avoid these types of goals in the future.

We are expanding "KinderCamp" (previously Kindergarten Roundup) to be a 4-day camp. This past school year we had it in early August, and as we plan for the next one, we are looking at a little closer to the beginning of the school year. Since we live in a resort community, we know that people are extremely busy until the beginning of the school year season.

As Kindergarten is new to the online program as of Spring, 2021, we will be looking at how we can create a goal that is relevant to both programs, or possibly creating separate goals for the two programs, moving forward.

Indicator 9: Post-Secondary Readiness

When our current contract with Osprey Wilds was established, the online program was extremely new. It is unclear what data the aggregate goal of 67% was based on at that time. As our student population has increased each year, so has our graduation rate, and we are very pleased with how our program fares in comparison with other online schools. We have a unique student population; many students come to us already behind for graduation or as previous dropouts. We look forward to exploring meaningful goals in partnership with Osprey Wilds as we head into the next contract period.

Indicator 10: Attendance

We have been working diligently on attendance issues. It has been extremely tricky the past two years with Covid as we state "if you are sick, stay home" in the seat-based program. While we fully believe this helps in slowing the spread of Covid, it does take a toll on our attendance. For the online program, attendance is our biggest struggle. We are constantly looking at our attendance policies and procedures, and have struggled with attendance rates because as we increase expectations and accountability for students, it results in more students being marked absent when they do not meet those higher expectations. Our curriculum is available 24-7, so some students do their work on the weekends to make up for time lost while they were working during the week, yet Saturdays and Sundays do not "count" as days present for attendance purposes. This is an ongoing challenge (for all online programs) and our Director of Online Learning is participating in an Attendance Working Group with other online schools that are members of the MNOLA (MN Online Learning Alliance) to learn from each other and create some model policies and procedures.

ENVIRONMENTAL EDUCATION PERFORMANCE EVALUATION

Indicator 3: Attitudes

Clarification: The indicator table for this section (p. 19) indicates that we Met the Standard in this area, however the "checkbox" (p. 23) indicated Approaches Standard, while the Analysis indicated Met Standard (p. 24).

Indicator 4: Skills

Clarification: The indicator table for this section (p. 19) indicates that we Met the Standard in this area, however the “checkbox” (p. 25) indicated Approaches Standard, while the Analysis indicated Met Standard (p. 26).

Indicator 5: Action

Thank you for the feedback. We will ensure that raw data is provided when reporting on these indicators in the future.

FINANCIAL PERFORMANCE EVALUATION

Indicator 1.2 Financial Policies and Practices

Policies - updated if applicable

- Procurement Process, revised August 13, 2021 ***Attached, revised 9/13/21***
- Fund Balance Policy, revised December 12, 2014 ***Attached, revised 10/11/21***
- Credit Card Policy, approved October 11, 2021 ***This is most recent***
- Conflict of Interest Policy (included as part of the school’s bylaws), revised June 12, 2017 ***This is most recent***
- Group Health Insurance Policy, revised February 13, 2017 ***This is most recent, under review***

Need these policies

- Electronic Funds Transfer Policy: ***Draft attached, will be submitted at the 2/14/22 Board of Education meeting as a first review in Info/Discussion section, proposed for approval at the 3/8/22 meeting and posted on website immediately after approval***
- Contributions and Fundraising Policy ***Attached, revised 1/10/22***
- Assessing Student Fees Policy (required if the school charges fees for textbooks, workbooks, and library books) ***NA as CCS does not charge these fees***

Indicator 3.3 Debt to Asset Ratio (not rated), should be Meets Standard

OPERATIONS PERFORMANCE EVALUATION

1.2 Instruction & Assessment

While we understand that it is not possible to achieve a score of “Meets Standard” due to our Academics, we believe that there is some room for clarification and adjustment to the specific feedback provided for this measure.

For the Instruction component, it is unclear how the online program could provide more opportunities for classroom observation. While a reviewer indicated that she would reach out to

the Director of Online Learning to schedule more observation opportunities, that did not occur. The videos provided for observation were for optional, relationship-building activities (e.g. Middle School BINGO) and one-on-one student/coach/teacher meetings, so it can be expected that they lacked rigor. A key aspect of our program is its asynchronicity. With an asynchronous program that doesn't require synchronous components, additional consideration is needed in regards to how to monitor and review the quality of instruction. We are happy to connect the Osprey Wilds team with our lead teachers and Curriculum Coordinator to discuss how we observe, measure and evaluate teacher quality in an asynchronous program.

Based on the feedback provided in the evaluation, it appears to us that the Curriculum standard: A broad, deep and rich curriculum, aligning curriculum to state standards, was met. We have a clear curriculum review cycle and have modified practices as research and experience suggests other approaches are more effective (single-grade math, for example). While the comments indicated that seat-based teachers felt that consistency of curriculum was "new for CCS," it's unclear what the time frame is for that comment (new since 2017-2018, or this year?) and is also framed as a positive. All courses are aligned with state standards and the online program employs a Curriculum Coordinator who ensures that all curricular requirements are met, in addition to pursuing additional options to create a broad, deep and rich curriculum. For example, when the existing Edgenuity content does not meet standards or our expectations, teachers create their own standards-aligned curriculum in other platforms (example: Fine Arts).

Regarding the Equity component of this measure, we want to provide some additional information. The online program specifically draws many students who report that they did not feel safe or welcomed in their previous school environment, due to their gender identity and/or sexual orientation. We have a great deal of pride, concern, and care for this specific aspect of our program and are highly committed to making sure all our students feel safe, welcomed, and cared for. Our actions to this effect include, but are not limited to:

- We have an item on the school enrollment forms regarding pronouns and refer to students from day 1 by their chosen name and pronouns.
- We have had several students who change their name and/or pronouns while in our program, and we make these changes immediately in our student information system and inform staff to use the revised name and/or pronouns when working with the student.
- Online teachers don't even necessarily know a student's gender identity as it compares to the gender they were assigned at birth.
- Staff are encouraged to include their pronouns in their email signature, many do, and we created a lesson for Online Advisory about how students can update their email signature (including a specific note about including pronouns if desired).
- All online staff participated in Gender Inclusive Schools: Supporting Transgender and Nonbinary Students training in June, 2021.
- We ask the following question in new staff interviews, and are looking for a response that indicates that a staff person will do everything in their power to ensure students feel safe and welcomed in our school community: *"Our online students come to us from all over the state of Minnesota, and choose online learning for a variety of reasons. Some*

students have communicated that they didn't feel safe or welcomed in their previous school environment. Please talk about how you would work to ensure you meet the needs of a diverse group of students that have a wide spectrum of needs."

- In December, MSBA sent out "Transgender Student Administrative Guidelines" upon which a draft policy is being developed that will be presented to the CCS school board in March 2022.

1.5 English Learners

Update: CCS currently employs an EL teacher, licensed for EL on an out-of-field permission. This teacher is licensed in K-12 Reading, K-12 Learning Disabilities, and 1-6 Elementary Education, and has a Reading Specialist License and a Doctorate of Education in Reading and Literacy. This teacher has been participating in numerous EL trainings from the state, and has taken the initiative to participate in a 150-hour TESOL Certificate program from Arizona State University.

1.6 Parent & Student Satisfaction

This measure specifically asks if parents and students are satisfied with the school's educational program. We received an "Approaches Standard" which indicates that "parent and student satisfaction data documents a moderate and/or inconsistent degree of satisfaction with the school's educational program." It would be helpful for us to see which data led to this outcome, as the feedback provided in the analysis references a few responses to open-ended questions, which do not clearly indicate to us that there is NOT a high degree of parents and students satisfied with the academic program of the school, which would have us meeting this measure. Additionally, what is considered a "moderate/inconsistent degree of satisfaction" versus a "high degree?" Just as Osprey Wilds expects us to provide raw data to establish when expectations have been met, we would appreciate the same to help us understand when it's determined that expectations have not been met. **When we review the results of the parent and student surveys, it appears to us that there is a high degree of parents and students satisfied with the academic program of the school. We would like to see this changed to "Meets Standard."**

It is also important to note that the main purpose of these surveys is to help us identify areas for improvement and focus in the coming year. We seek honest feedback and constructive criticism from students, parents, and staff to help us improve. To use open-ended feedback as a means to evaluate us as a school seems in contrast with the goal of continuous improvement. For future surveys we will include a specific question that mirrors the language in this measure so that we can report specifically on the percentage of students and parents who are satisfied with the academic program of the school.

In keeping with the intent to provide high quality, personal education, we are also very aware that parents need to be pleased with what their children are receiving. We have been working toward HRS (High Reliability Schools) Certification - which has high demands to have a great system of accountability in place. This includes administering and gathering data from parents through quick samples and extensive surveys. Parents are sent regular email communications

to keep them informed and up-to-date on many issues, both good and bad happening at the school. We have Title 1 newsletters, classroom teacher newsletters as well as office communication once a week that includes information from the health office as well. We value our parents deeply and make every effort for them to be heard and acknowledged.

2.1 Board Composition & Capacity

We are unclear why CCS did not receive a “Meets Standard” on this measure. All four Officer roles have always been filled at CCS. When the former Chair resigned in 2020, a new Chair was “appointed” out of the normal annual period in August, and was then “elected” during the normal election time at the Annual January meeting in 2021. No other Officers were “elected” during August 2021, because all the other Officer roles had incumbents serving terms which ended on December 31, 2021. All other roles have always been elected and filled, which again, happens during our Annual meeting in January (whether it was held virtually or in-person). **We would like to see this changed to “Meets Standard.”**

2.2 Board Decision-Making & Oversight

We do hold leaders accountable for the academic outcomes identified in the school’s contract. For example, during the most recent Mid-Year Formative Evaluation process in December, the Board stated in both Director evaluations, under Student Academics and Behavior, “Given CCS has received a Notice of Concern from our Authorizer these past two years due to academic performance, improvement is needed and this must continue to be a priority for CCS leadership.” Additionally, the Board stated in both Director evaluations, under Environmental Education, “Continued prioritization and focus on environmental education is needed as this is a significant component of our charter school’s mission as well as a requirement of our Authorizer.” We would like to see this reflected in your Analysis.

Submit policies to OW/post on website:

- Concussion Procedures (MN §124E.03 Subd. 7(c)) ***Draft attached, will be submitted at the 2/14/22 Board of Education meeting as a first review in Info/Discussion section, proposed for approval at the 3/8/22 meeting and posted on website immediately after approval***
- School Meals Policies (MN §124D.111 Subd. 1(a)) ***Approved 1/10/22, attached, on website***
- Electronic Funds Transfer Policy (MN §471.38 Subd. 3(a) / MN §124E.16 Subd. 1) ***Draft attached, will be submitted at the 2/14/22 Board of Education meeting as a first review in Info/Discussion section, proposed for approval at the 3/8/22 meeting and posted on website immediately after approval***
- World’s Best Work Force Policy (MN §124E.03 Subd. 2(h)i) ***Draft attached, will be submitted at the 2/14/22 Board of Education meeting as a first review in Info/Discussion section, proposed for***

***approval at the 3/8/22 meeting and posted on website
immediately after approval***

- Student Fees Policy (Required if the school charges fees for textbooks, workbooks, and library books) (MN §123B.37 / MN §124E.03 Subd. 2(c)) ***NA, we do not charge these fees***
- Contributions and Fundraising (OW Contract Section 6.13) ***CCS Fundraising Policy Approved 1/10/22, attached, on website***

CONCLUSION

In conclusion, thank you for the time and work put into doing such a thorough and thoughtful review of our school's unique programs. We are motivated and excited to continue our improvement efforts and welcome Osprey Wilds' partnership as we do so. We look forward to the contracting and goal-setting process and appreciate your technical assistance and expertise as we work to develop goals that are meaningful for both our programs and all our students. Please let us know what other information could be helpful as you review this response and make your decision in regards to our future charter contract.

Crosslake Community School

Indicator 1: Mission Related Outcomes

Measure 1.1 Performance Data:

Crosslake Community School	K-8 Number of Students Participating in 2 out of 3 Community Engagement Activities	Total Number of Students (Grades K-8)	9-12 Number of Students Participating in 2 out of 3 Community Engagement Activities	Total Number of Students (Grades 9-12)	Total Number of All Students	Percent of Students Participating in 2 out of 3 Community Engagement Activities
FY18	139	142	12	68	210	71.9%
FY19	134	148	12	106	254	57.5%
FY20	117	128			128	91.4%
FY21						
Aggregate	390	418	24	174	592	69.9%

Source: Requested data provided to OW by school

Indicator 3: Reading Growth

Measure 3.1 Performance Data:

Crosslake Community School	Mean Growth Z-Score	Number of Students
FY17	-0.08	90
FY18	0.084	80
FY19	0.079	89
FY20		
FY21		
Aggregate Z-Score	0.025	259

Source: MDE Data Center

Measure 3.2 Performance Data:

Crosslake Community School	Number of Students with Positive Z-Score	Number of Students with Negative Z-Score	Total Number of Students with Z-Scores	Percentage of Students with Positive Z-Score
FY17	43	47	90	47.8%
FY18	43	37	80	53.8%
FY19	51	38	89	57.3%
FY20				
FY21				
Aggregate	137	122	259	52.9%

Source: MDE Data Center

Measure 3.3 Performance Data:

STAR RIT – Reading, Grades K-8

Crosslake Community School	Number of students meeting growth target	Number of students not meeting growth target	Total number of students	Percentage of students meeting growth target
FY17	92	45	137	67.2%
FY18	65	70	135	48.1%
FY19	79	56	135	58.5%
FY20	81	55	136	59.6%
FY21	70	77	147	47.6%
Aggregate	387	303	690	56.1%

Source: Requested data provided to OW by school

Indicator 4: Math Growth

Measure 4.1 Performance Data:

Crosslake Community School	Mean Growth Z-Score	Number of Students
FY17	-0.125	92
FY18	-0.308	76
FY19	-0.256	93
FY20		
FY21		
Aggregate Z-Score	-0.225	261

Source: MDE Data Center

Measure 4.2 Performance Data:

Crosslake Community School	Number of Students with Positive Z-Score	Number of Students with Negative Z-Score	Total Number of Students with Z-Scores	Percentage of Students with Positive Z-Score
FY17	39	53	92	42.4%
FY18	28	48	76	36.8%
FY19	33	60	93	35.5%
FY20				
FY21				
Aggregate	100	161	261	38.3%

Source: MDE Data Center

Measure 4.3 Performance Data:

NWEA RIT – Math, Grades K-8

Crosslake Community School	Number of students meeting growth target	Number of students not meeting growth target	Total number of students	Percentage of students meeting growth target
FY17	93	45	138	67.4%
FY18	56	65	121	46.3%
FY19	70	47	117	59.8%

FY20	63	49	112	56.3%
FY21	67	66	133	50.4%
Aggregate	349	272	621	56.2%

Source: Requested data provided to OW by school

Indicator 5: Reading Proficiency

Measures 5.1, 5.2 Performance Data:

Reading: All State Accountability Tests – All Students (Enrolled October 1, Grade 3)

Crosslake Community School	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	0	5	1	5	11	50.0
FY18	0	8	1	7	16	53.1
FY19*	2	7	8	2	19	68.4
FY20						
FY21*	1	3	0	8	12	33.3
Aggregate	3	23	10	22	58	53.4

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	9,514	27,104	10,529	16,420	63,567	65.9
FY18	9,284	26,137	9,748	17,060	62,229	64.8
FY19*	8,927	25,771	10,247	18,160	63,105	63.1
FY20						
FY21*	5,613	20,085	8,522	18,789	53,009	56.5
Aggregate	33,338	99,097	39,046	70,429	241,910	62.8

ISD 186 – Pequot Lakes	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	14	55	22	24	115	69.6
FY18	22	49	18	19	108	74.1
FY19*	22	63	14	23	122	75.4
FY20						
FY21*	14	45	19	35	113	60.6
Aggregate	72	212	73	101	458	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 all years is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1 or all students if enrollment criteria is not measured.

Measures 5.3, 5.4 Performance Data:

Reading: All State Accountability Tests – All Students (Enrolled October 1, Grade 4-8, 10)

Crosslake Community School	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
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FY17	18	37	15	22	92	67.9
FY18	16	36	9	15	76	74.3
FY19*	29	60	25	26	140	72.5
FY20						
FY21*	7	37	12	19	75	66.7
Aggregate	70	170	61	82	383	70.6

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	79,028	150,421	70,318	71,576	371,343	71.3
FY18	78,775	151,463	69,545	72,505	372,288	71.2
FY19*	78,069	154,631	74,569	77,626	384,895	70.1
FY20						
FY21*	45,461	86,073	73,324	92,737	297,595	56.5
Aggregate	281,333	542,588	287,756	314,444	1,426,121	67.9

ISD 186 – Pequot Lakes	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	217	361	137	74	789	81.9
FY18	232	350	143	82	807	81.0
FY19*	223	346	140	100	809	79.0
FY20						
FY21*	80	183	225	192	680	55.2
Aggregate	752	1,240	645	448	3,085	75.0

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for all years is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1 or all students if enrollment criteria is not measured.

Measures 5.5, 5.6 Performance Data:

Reading: All State Accountability Tests – Free/Reduced Priced Lunch (Enrolled October 1, Grade 3-8, 10)

Crosslake Community School	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17*FY19*	16	38	33	37	124	56.9
FY20						
FY21*	2	12	3	19	36	43.1
Aggregate	18	50	36	56	160	53.8

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	14,673	53,832	37,709	57,739	163,953	53.3
FY18	14,432	53,796	36,234	57,295	161,757	53.4
FY19*	14,005	53,857	38,576	60,893	167,331	52.1
FY20						
FY21*	6,642	29,844	25,278	50,830	112,594	43.6
Aggregate	49,752	191,329	137,797	226,757	605,635	51.2

ISD 186 – Pequot Lakes	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	42	111	61	49	263	69.8
FY18	46	99	50	44	239	71.1
FY19*	57	86	45	57	245	67.6
FY20						
FY21*	16	66	45	60	187	55.9
Aggregate	88	210	111	93	934	70.42

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for all years is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1 or all students if enrollment criteria is not measured.

Measures 5.7, 5.8 Performance Data:

Reading: All State Accountability Tests – Special Education (Enrolled October 1, Grade 3-8, 10)

Crosslake Community School	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17-FY19*	5	28	15	33	81	50.0
FY20						
FY21*	2	3	1	11	17	32.4
Aggregate	7	31	16	44	98	46.9

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	5,558	13,178	10,965	30,682	60,383	40.1
FY18	5,597	13,166	10,859	31,556	61,178	39.5
FY19*	5,631	14,021	11,507	34,620	65,779	38.6
FY20						
FY21*	3640	10131	8963	30732	53,466	34.1
Aggregate	20,426	50,496	42,294	127,590	240,806	38.2

ISD 186 – Pequot Lakes	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	12	28	27	50	117	45.7
FY18	10	30	24	42	106	49.1
FY19*	18	24	16	52	110	45.5
FY20						
FY21*	7	17	19	52	95	35.3
Aggregate	47	99	86	196	428	44.2

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for all years is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1 or all students if enrollment criteria is not measured.

Indicator 6: Math Proficiency

Measures 6.1, 6.2 Performance Data:

Math: All State Accountability Tests – All Students (Enrolled October 1, Grade 3-8, 11)

Crosslake Community School	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	16	31	34	25	106	60.4
FY18	18	24	30	20	92	62.0
FY19*	16	32	41	39	128	53.5
FY20						
FY21*	4	18	24	39	85	40.0
Aggregate	54	105	129	123	411	54.4

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	109,786	148,019	88,121	84,232	430,158	70.2
FY18	105,368	146,672	89,044	88,497	429,581	69.0
FY19*	100,197	144,479	94,612	101,645	440,933	66.2
FY20						
FY21*	52,678	98,906	82,468	108,707	342,759	0.6
Aggregate	368,029	538,076	354,245	383,081	1,643,431	65.9

ISD 186 – Pequot Lakes	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	236	378	186	103	903	78.3
FY18	214	400	200	92	906	78.8
FY19*	209	368	200	131	908	74.6
FY20						
FY21*	97	227	254	230	808	55.8
Aggregate	756	1,373	840	556	3,525	72.3

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for all years is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1 or all students if enrollment criteria is not measured.

Measures 6.3, 6.4 Performance Data:

Math: All State Accountability Tests – Free/Reduced Priced Lunch (Enrolled October 1, Grade 3-8, 11)

Crosslake Community School	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	5	11	19	16	51	50.0
FY18	5	8	13	12	38	51.3
FY19*	1	10	21	16	48	44.8
FY20						
FY21*	1	6	7	23	37	28.4
Aggregate	12	35	60	67	174	44.3

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	17,967	46,104	40,879	56,297	161,247	52.4
FY18	16,283	44,262	40,213	57,879	158,637	50.8
FY19*	14,899	42,009	41,642	65,820	164,370	47.3
FY20						
FY21*	5255	19458	25245	58982	108,940	34.3
Aggregate	54,404	151,833	147,979	238,978	593,194	47.2

ISD 186 – Pequot Lakes	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	40	98	65	46	249	68.5
FY18	41	98	60	41	240	70.4
FY19*	32	81	59	56	228	62.5
FY20						
FY21*	13	47	57	83	200	44.3
Aggregate	126	324	241	226	917	62.2

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for all years is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1 or all students if enrollment criteria is not measured.

Measures 6.5, 6.6 Performance Data:

Math: All State Accountability Tests – Special Education (Enrolled October 1, Grade 3-8, 11)

Crosslake Community School	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17-FY19*	8	12	15	43	78	35.3
FY20						
FY21*	2	1	3	12	18	25.0
Aggregate	10	13	18	55	96	33.3

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	6,265	12,022	12,050	29,057	59,394	40.9
FY18	5,842	12,079	11,926	30,759	60,606	39.4
FY19*	5,956	12,092	12,410	34,442	64,900	37.4
FY20						
FY21*	3492	8284	9106	31399	52,281	31.2
Aggregate	21,555	44,477	45,492	125,657	237,181	37.4

ISD 186 – Pequot Lakes	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	7	24	28	47	106	42.5
FY18	10	31	20	50	111	45.9
FY19*	10	22	20	44	96	43.8
FY20						

FY21*	5	11	17	75	108	22.7
Aggregate	32	88	85	216	421	38.6

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for all years is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1 or all students if enrollment criteria is not measured.

Indicator 7: Science Proficiency

Measure 7.1, 7.2 Performance Data:

Science: All State Accountability Tests – All Students (Enrolled October 1; Grades 5, 8 & HS)

Crosslake Community School	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	1	17	11	4	33	71.2
FY18	4	11	11	4	30	68.3
FY19*	5	20	10	9	44	68.2
FY20						
FY21*	3	15	10	5	33	69.7
Aggregate	13	63	42	22	140	69.3

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	27,702	71,911	43,044	37,452	180,109	67.3
FY18	21,229	72,010	43,921	37,892	175,052	65.8
FY19*	21,469	74,695	45,993	47,385	189,542	62.9
FY20						
FY21*	10546	48270	38723	38812	136,351	57.3
Aggregate	80,946	266,886	171,681	161,541	681,054	63.7

ISD 186 – Pequot Lakes	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	99	180	83	39	401	79.9
FY18	40	201	109	44	394	75.0
FY19*	57	180	105	45	387	74.8
FY20						
FY21*	26	157	119	82	384	63.2
Aggregate	222	718	416	210	1,566	73.3

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for all years is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1 or all students if enrollment criteria is not measured.

Measures 7.3, 7.4 Performance Data:

Science: All State Accountability Tests – Free/Reduced Priced Lunch (Enrolled October 1, Grade 5, 8, HS)

Crosslake Community School	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	0	9	8	4	21	61.9

FY18	0	5	7	3	15	56.7
FY19*	0	5	5	3	13	57.7
FY20						
FY21*	2	4	4	3	13	61.5
Aggregate	2	23	24	13	62	59.7

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	4,058	18,272	17,340	24,167	63,837	48.6
FY18	3,174	18,147	18,327	25,849	65,497	46.5
FY19*	2,764	17,580	17,854	29,483	67,681	43.2
FY20						
FY21*	1155	8231	11021	19683	40,090	37.2
Aggregate	11,151	62,230	64,542	99,182	237,105	44.6

ISD 186 – Pequot Lakes	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	13	32	37	18	100	63.5
FY18	13	48	38	18	117	68.4
FY19*	6	47	22	18	93	68.8
FY20						
FY21*	3	24	29	29	85	48.8
Aggregate	35	151	126	83	395	63.0

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for all years is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1 or all students if enrollment criteria is not measured.

Measures 7.5, 7.6 Performance Data:

Science: All State Accountability Tests – Special Education (Enrolled October 1, Grade 5, 8, HS)

Crosslake Community School	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	0	3	7	2	12	54.2
FY18	0	3	6	3	12	50.0
FY19*	0	3	2	4	9	44.4
FY20						
FY21*	*	*	*	*	*	20.0
Aggregate	1	9	15	13	38	46.1

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	1,942	5,524	5,273	11,356	24,095	41.9
FY18	1,812	5,298	5,353	12,165	24,628	39.7
FY19*	1,714	5,792	5,168	13,652	26,326	38.3
FY20						
FY21*	983	3782	4009	10718	19,492	34.7

Aggregate	6,451	20,396	19,803	47,891	94,541	38.9
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ISD 186 – Pequot Lakes	Exceeds	Meets	Partially Meets	Does Not Meet	Total	Proficiency Index
FY17	4	7	15	22	48	38.5
FY18	5	12	20	13	50	54.0
FY19*	3	9	15	18	45	43.3
FY20						
FY21*	2	7	13	24	46	33.7
Aggregate	14	35	63	77	189	42.6

Source: MDE Data Center

**Data not disclosed for sample sizes less than 10. Also, due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for all years is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1 or all students if enrollment criteria is not measured.

Indicator 8: Proficiency or Growth in Other Curricular Areas or Educational Programs

Measure 8.1 Performance Data:

Crosslake Community School	Number of Students Completing All	Total Number of Students (Grade K)	Percent of Students Completing All
FY18	10	15	66.7%
FY19*	16	18	88.9%
FY20	12	14	85.7%
FY21	16	18	88.9%
FY22			
Aggregate	54	65	83.1%

Source: Requested data provided to OW by school

Indicator 9: Post Secondary Readiness

Measure 9.1 Performance Data:

4-Year Graduation Rate

Crosslake Community School	Graduated	Total	Graduation Rate
FY17	7	21	33.3%
FY18	8	15	53.3%
FY19*	19	38	50.0%
FY20	27	46	58.7%
FY21*	43	61	70.5%
Aggregate	104	181	57.5%

Source: MDE Data Center

*Due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for all years is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1 or all students if enrollment criteria is not measured.

Measure 9.2 Performance Data:

Crosslake Community School	Courses Completed (HS)	Courses Enrolled In (HS)	Percent of Courses Completed
FY17	402	601	66.9%
FY18	405	532	76.1%
FY19	954	1190	80.2%
FY20	1177	1611	73.1%
FY21	1439	2042	70.5%
Aggregate	4377	5976	73.2%

Source: Data provided to OW by School

Indicator 10: Attendance

Measure 10.1 Performance Data:

Crosslake Community School	Annual Attendance Rate
FY17	90.9
FY18	87.1
FY19	89.3
FY20	84.9
FY21	68.4
Average	84.1

Source: Requested 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: $\times 1.5$ points
- Meets Target: $\times 1.0$ points
- Approaches Target: $\times 0.5$ points
- Does Not Meet Target: $\times 0.0$ 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		
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.		
Status	Caused by	Will result in
LEVEL ONE Notice of Concern	Signs of weak performance identified through routine monitoring; through implementation, compliance, or performance reviews; or by other means. Lack of progress towards meeting contractual goals. Failure to submit required documents on a timely basis. Failure to comply with applicable law or the conditions of the charter contract. Signs of poor financial health or management.	Letter from Osprey Wilds to the charter school's board of directors detailing areas of concern and action required to address concerns. <i>and/or</i> Osprey Wilds recommendation that the school develops a remediation plan.
LEVEL TWO Notice of Deficiency	Failure to meet multiple performance targets; or repeated failure to meet a single performance target. Significant failure to comply with applicable law or the conditions of the charter contract. Continued evidence of poor financial health or management.	Letter from Osprey Wilds to charter school board of directors detailing areas of deficiency and action required to address deficiency. <i>and/or</i> Requirement of a remediation plan containing specific improvement objectives, technical assistance requirements, and schedule for remedial action to be approved by Osprey Wilds.
LEVEL THREE Notice of Probationary Status	Continued failure to meet school targets or failure to meet objectives of a remediation plan. Continued failure to comply with the applicable law or the conditions of the charter contract. Severe concerns regarding the school's financial viability.	Letter from Osprey Wilds to charter school board of directors detailing reasons for probationary status and action required to address concerns. <i>and/or</i> Remediation plan imposed by Osprey Wilds. <i>and/or</i> Osprey Wilds may appoint staff or a consultant to monitor implementation of the remediation plan.
LEVEL FOUR Charter Review	Failure to address the terms of Probationary Status. Extended pattern of failure to meet contractual goals and/or to comply with applicable law or the conditions of the charter contract. Severe and persistent concerns regarding the school's financial viability.	Consideration and decision by the Osprey Wilds Board to revoke or not to revoke the school's charter, or to impose lesser sanctions.
LEVEL FIVE Charter Revocation	Charter Review results in recommendation to revoke.	Commencement of charter revocation proceedings consistent with Minnesota Stat. 124E and the terms of the charter contract.

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:	
GENERAL FUND - 01	Approved Budget	Year-to-Date Activity	Percent of Budget
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	<u>FYXX</u>	<u>FYXX</u>
	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: Performance Improvement Plan – Probationary Contract

School Name: Crosslake Community School

*Below is a detailed action plan to address specific shortcomings that may exist in order to achieve the school's intended and required academic, financial, operational, and/or environmental education outcomes. This written plan outlines specific benchmarks related to the school's renewal evaluation, a specific timeline, and identification of resource needs (time, money, expertise) to accomplish the milestones set forth in the plan. Osprey Wilds will monitor the school's progress and if benchmarks are not satisfactorily met as determined by OW, OW will proceed with Charter Review as outlined in **Exhibit Q: Range of Possible Interventions**.*

The following provides a summary of the deficiencies and other issues evident in the school's Renewal Performance Evaluation (Exhibit O) and how they will be addressed during this contract term:

Academics

- Indicator Area 1: Mission-Related
 - Addressed through Exhibit G
- Indicator Area 3: Reading Growth
 - Addressed through Exhibit G
- Indicator Area 4: Math Growth
 - Addressed through Exhibit G
- Indicator Area 5: Reading Proficiency
 - Addressed through Exhibit G
- Indicator Area 6: Math Proficiency
 - Addressed through Exhibit G
- Indicator Area 8: Other Proficiency
 - Addressed through Exhibit G
- Indicator Area 9: Post-Secondary Readiness
 - Addressed through Exhibit G
- Indicator Area 10: Attendance
 - Addressed through Exhibit G

Environmental Education

- Indicator Area 5: Action
 - Addressed through Exhibit H

Financial

- N/A

Operations

- Indicator Area 1.2: Instruction & Assessment
 - Addressed below
- Indicator Area 2.1: Board Composition & Capacity
 - Addressed below
- Indicator Area 2.2: Board Decision-Making & Oversight
 - Addressed below

Milestone	Indicator(s) Addressed	Description of strategies and /or activities designed to meet the identified milestone.	Timeline	Person(s) Responsible
School instructional and assessment program is fully developed and functions effectively to produce high levels of student achievement and growth in both the online and seat-based programs.	0.1.2	<ul style="list-style-type: none"> • Staff members are trained in how to interpret and use STAR assessment results in their work with students (Board receive update from Directors about when this training occurs, check at November board meeting) • At least 4 testing site options throughout the state are available for online students to take the MCAs - based on actual student locations (Board receive update at February board meeting) 	<p>Annual Staff Training on STAR (update at Nov. board meeting)</p> <p>Online testing sites established by Feb 1</p>	<p>Online: Holly Amaya</p> <p>Seat-Based: Annette Klang</p> <p>Both: District Assessment Coordinator (TBD)</p>
School identifies and articulates a shared vision for high quality teaching and learning in both the online and seat-based programs, including targeted professional development to support the needs of each program.	0.1.2	<ul style="list-style-type: none"> • Clearly delineate professional development funds available to online program, seat-based program, and individual staff members (included in budget review, May board meeting) • Each program's professional development outlines shared with the board, at least annually (review at November board meeting) 	<p>PD Funds clarified during budgeting process (April-May)</p> <p>Program PD outlines shared with the board at November meeting</p>	<p>Finance Committee (funds)</p> <p>PD outlines: Online-Holly Amaya Seat-based- Annette Klang</p>

School clearly defines and implements instructional leadership functions in both the seat-based and online programs to ensure there are structures in place to avoid accountability gaps.	0.1.2	<ul style="list-style-type: none"> All instructional staff receive an administrative evaluation at least once every three years (Board receive update at May meeting) Additional evaluation and mentorship is done by the QComp leads in each program. (Board receive update at May meeting) 	Administrative Evals take place in March-April of each year	<p>Online: Holly Amaya, QComp leads</p> <p>Seat-based: Annette Klang, QComp leads</p>
The school's instructional approach is rigorously and consistently aligned to standards in both the online and seat-based programs.	0.1.2	<ul style="list-style-type: none"> Seat-based program is examining the addition of a Curriculum Coordinator or stipend Curriculum Committee chair role (board receive update at August meeting) The online program already has the Curriculum Coordinator position in place and this individual ensures standards alignment of the online program content. Summer curriculum funds are available for staff to work on additional standards alignment as needs are identified. (\$6000 per program) (Board receive update at August meeting) 	Plan for the seat-based Curriculum role in place by start of school year 2022-2023	<p>Seat-based: Annette Klang</p> <p>Online Curriculum Coordinator: Emily Stull-Richardson</p>
The school affirms students of all gender identities are valued and welcome and staff receive annual training on any relative policies or administrative procedures adopted by the board.	0.1.2	<ul style="list-style-type: none"> The board approved the Administrative Guidelines for Gender Inclusion at the March 2022 board meeting. These guidelines will be incorporated into the staff handbook. The online staff has already participated in training, additional annual training for each program will be listed in the Program PD outlines to be presented at the November board meeting. Enrollment forms and student records management systems will be reviewed to ensure alignment with the Administrative Guidelines (included in Director's report for August meeting) 	<p>Staff Handbooks presented at the start of each school year.</p> <p>Annual training part of PD outlines for board in November.</p> <p>Review forms and systems by August 15, 2022</p>	<p>Online: Holly Amaya</p> <p>Seat-based: Annette Klang</p>

School earns 50% or more of the possible points on the Academic Performance Evaluation.	0.1.2	<ul style="list-style-type: none"> Goals have been thoughtfully revised to reflect the unique nature of each program (Reviewed at May 2022 board meeting) Academic goals will be shared with all staff, and progress on each goal will be communicated with staff annually at a minimum. (update at each PIP Review board meeting) School directors will track and monitor academic progress on an ongoing basis, and will keep the board posted on needs that arise. (update at each Academic and PIP review board meetings) 	<p>Directors will share current goals at all-staff meeting in August 2022</p> <p>Goal progress sharing is ongoing as data becomes available, at least annually.</p>	<p>Online: Holly Amaya</p> <p>Seat-based: Annette Klang</p>
Meeting minutes document election of officers consistent with statute and bylaws.	0.2.1	<p>This process was followed in 2021-2022 and will be followed moving forward.</p> <p>Minutes from 1/10/22 annual meeting: https://drive.google.com/drive/folders/13YXZKogsdLmRrt5w3W40-kMAS8uhbs8a</p>	Ongoing	<p>Board Secretary: Abigayle Swenson</p>
Board monitors progress toward its performance on the charter contract at least four times / year in the area of Academic Performance (Exhibit G).	0.2.2	<p>The board will review different aspects of the online and seat-based programs' academic performance on goals listed in Exhibit G, at least 4 times per year.</p> <p>Academic Performance Review Calendar: September December March June</p>	<p>September December March June</p>	<p>Academic Committee Chair</p> <p>Board Chair: Jared Griffin</p>
Board monitors progress toward its performance on the charter contract at least four times / year in the area of Environmental Education (Exhibit H).	0.2.2	<p>The board will review the online and seat-based programs' performance on EE goals listed in each program's ELP, at least 4 times per year.</p> <p>EE Review Calendar: October January April July</p>	<p>October January April July</p>	<p>EE Committee Chairs</p> <p>Board Chair: Jared Griffin</p>

The board monitors progress toward its contractual performance improvement plan (PIP) at least four times / year.	0.2.2	The board will review the school's performance on the strategies and activities listed on this PIP, at least 4 times per year. PIP Review Calendar: November February May August	November February May August	Board Chair: Jared Griffin
Board adopts Concussion Procedures.	0.2.2	Resolved prior to contract execution.	Approved at February 14, 2022 board meeting	CCS Board of Directors
Board adopts an Electronic Funds Transfer Policy.	0.2.2	Resolved prior to contract execution.	Approved at February 14, 2022 board meeting	CCS Board of Directors
Board Adopts a World's Best Work Force Policy.	0.2.2	Resolved prior to contract execution.	Approved at February 14, 2022 board meeting	CCS Board of Directors
Admissions policies and procedures comply with statute.	0.4.1	Resolved prior to contract execution.	Approved at February 14, 2022 board meeting	CCS Board of Directors