CHARTER SCHOOL CONTRACT

Between

Audubon Center of the North Woods

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 purposes of the School's educational program are to:

- o Establish new forms of accountability for schools; and
- o 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 Audubon Center of the North Woods' affidavit of intent to charter the School, dated June 30, 2009, a copy of which is attached as Exhibit A; and

WHEREAS, Audubon Center of the North Woods and School previously entered into a charter school contract which expires on June 30, 2017; and

WHEREAS, Audubon Center of the North Woods has conducted the performance evaluation of the School (see Exhibit O), considered the reauthorization of the School and approved the issuance of a charter contract to the School.

NOW, THEREFORE, Audubon Center of the North Woods 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. <u>Certain Definitions</u>. 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 ACNW and the School.
- (e) "Department of Education" means the Minnesota Department of Education.
- (f) "ACNW" means Audubon Center of the North Woods.
- (g) "School" means Crosslake Community School located at 36974 County Road 66, Crosslake MN 56442, 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 ACNW.
- (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. <u>Captions</u>. 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. <u>Gender and Number</u>. 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. <u>Exhibits</u>. 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 ACNW

Section 2.1. <u>Voluntary Authorization</u>. ACNW qualifies as an authorizer pursuant to Minnesota Statutes section 124E.05 Subd. 1. In granting this Contract, ACNW voluntarily exercises powers given to ACNW pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of ACNW's autonomy or powers.

Section 2.2. <u>Independent Status of the School</u>. The School is not and shall not be deemed to be a division or part of ACNW nor an agent of ACNW. The relationship between the School and ACNW 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 ACNW and the School. Except as otherwise provided in this Contract, ACNW shall have no authority or control over operational, administrative, or financial responsibility for the School.

Section 2.3. <u>Financial Obligations Are Separate</u>. 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 ACNW. The School will never pledge the full faith and credit of ACNW 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 ACNW and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. ACNW will never pledge the full faith and credit of the School for the payment of any ACNW 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 ACNW, nor does the School have any authority whatsoever to make any representations to lenders or third parties, that ACNW 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.

ACNW has no authority whatsoever to enter into any contract or other agreement that would financially obligate the School, nor does ACNW 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 ACNW.

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

ARTICLE III

ROLE OF ACNW

Section 3.1. <u>Oversight Responsibilities of ACNW</u>. ACNW 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. ACNW 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. <u>Authorizer Fee</u>. The School shall pay ACNW a fee for ACNW's 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. <u>Limitation on Actions</u>. 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 50l(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. <u>Assumption of Liability</u>. 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. <u>Articles of Incorporation</u>. 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. <u>Bylaws</u>. 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 ACNW within 20 days for review and approval as appropriate.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. <u>Governance Structure</u>. 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. <u>School Board Meetings</u>. Meetings of the School's Board and its committees shall comply with the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.

Section 6.3. <u>Exhibits</u>. 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. <u>Compliance with all Applicable Laws</u>. The School shall comply with all Applicable Laws.

Section 6.5. Programs Offered by School.

- (a) <u>Educational Programs: In-School Time</u>. 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 ACNW 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 K-12 with a maximum total enrollment of 350 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) <u>School Clubs or Athletics</u>. 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. <u>Academic Curriculum Program</u>. The School will implement and adopt curriculum consistent with the educational program information set forth in Exhibit D.

Section 6.7. <u>Methods of Student Assessment</u>. 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) <u>Academic Measures</u>. ACNW will monitor student academic performance and the academic culture at the school.
 - 1. <u>Regular Assessments</u>. ACNW will monitor academic achievement by reviewing student performance data.
 - 2. <u>Government Required Assessments</u>. 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 ACNW 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 ACNW the results of any other assessment data as requested by ACNW, but no more than quarterly. ACNW may compare the school's testing data to testing data of other comparable schools as determined by ACNW 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 ACNW, and this Contract will be amended to reflect the change.
- 5. <u>Audubon Center of the North Woods Annual Required Meetings</u>. The School agrees to participate in ACNW Annual Required Meetings. ACNW 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. ACNW will monitor the School's participation in these required meetings.
- 6. <u>Professional Development</u>. 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 ACNW of its professional development activities in its Annual Report.
- (b) <u>Site Visits</u>. ACNW 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. ACNW may engage in scheduled and unscheduled site visits at such frequency as determined necessary or prudent by ACNW.

(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 ACNW for review and comment prior to adoption and implementation.
- 2) ACNW Initiated. If ACNW 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, ACNW shall determine the appropriate intervention. The intervention will be one of the following at the discretion of ACNW:

- (a) Notice to School Leader and/or Board Chair. ACNW may notify the school leader and/or board chair of area(s) of concern for correction. ACNW may specify a target date for correction.
- (b) Formal Notice to School Board. ACNW 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 ACNW 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 ACNW and the School Board shall authorize such investigator to provide status reports to and communicate with ACNW. ACNW shall specify a target date for correction which ACNW may, if circumstances warrant, amend.
- (c) Notice to School Board of Charter Revocation/Termination. ACNW 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. <u>School Calendar and School Day Schedule</u>. The School shall provide instruction for at least the number of days and hours required by Minnesota Statutes section 120A.41 and shall notify ACNW by each July 1 of the number of instructional days and hours for that school year.

Section 6.9. Finance, Reporting, and Compliance.

(a) <u>To ACNW</u>. The school will furnish ACNW with monthly reports, through means determined by ACNW. 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 ACNW, the School will provide ACNW 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 ACNW, 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 ACNW or any representative of ACNW. ACNW will inform the School when it contacts the School's financial auditor or accounting service provider. ACNW will initiate contact with the School's financial auditor or accounting service provider only to fulfill its oversight responsibilities as determined by ACNW. ACNW 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 ACNW 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 ACNW.

- (b) <u>To Department of Education</u>. 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. <u>Accounting Standards</u>. 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. <u>Annual Financial Statement Audit</u>. 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 ACNW 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. <u>UFARS and MARSS</u>. 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 ACNW. ACNW 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. <u>Annual Reports</u>. The School will submit its state required annual report for the immediately preceding school year ending June 30 to ACNW, 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 ACNW. ACNW 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 ACNW and will include such information as ACNW 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. <u>Authorization of Employment</u>. An employee hired by the School shall be an employee of the School for all purposes and not an employee of ACNW 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. <u>Collective Bargaining Agreements</u>. Collective bargaining agreements, if any, with employees of the School shall be the responsibility of the School.

Section 6.17. <u>Transportation</u>. 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. <u>Notification of Claim</u>. The School agrees to provide notice to ACNW 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 ACNW, 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 ACNW 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 ACNW within ten (10) business days of receipt of such background check that the background check has been completed and whether or not the background check contained adverse information. In addition, the School agrees to furnish ACNW 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 ACNW of the School Board regular meeting schedule when requested by ACNW. The School agrees to inform ACNW 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 ACNW by October 1 of each year conflicts of interest statements for all board members and ex-officio board members in the form ACNW requires.

Section 6.21. Additional Reporting Obligations.

- a) <u>Teacher Licensure</u>. The School will advise ACNW, 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 ACNW's request. ACNW agrees that requests for other reporting will be reasonable and necessary.

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

Section 6.23. <u>Conflict of Interest and Assurances</u>. 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. <u>Tuition Prohibited</u>. 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. <u>Establishment of Religion Prohibited</u>. The School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.
- Section 7.3. <u>Home School Support Prohibited</u>. 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. <u>Lottery Admissions</u>. 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. <u>State Laws</u>. 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. <u>Compliance</u>. 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 ACNW or any representative of ACNW. ACNW will inform the School when it contacts the School's special education director. ACNW will initiate contact with the School's special education director only to fulfill its oversight responsibilities as determined by ACNW. ACNW 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. <u>Systems & Services</u>. 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) <u>Health and Safety</u>. The School shall meet the same federal, state, and local health and safety requirements applicable to a school district.

- (c) <u>Immunization</u>. 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) <u>Human Rights Act</u>. 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 ACNW 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) <u>Fee Law</u>. 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. <u>Federal Laws</u>. 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. <u>Intellectual Property</u>. 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 ACNW the authority to use the School's name and logo on the ACNW website, newsletters, or other materials including public reports solely for the purposes of identifying that the School is authorized by ACNW.

Section 8.4. <u>Student Records</u>. 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. <u>Amendments</u>. ACNW 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 ACNW as an authorizing body, all amendments to this contract must be in writing, and signed by the parties.

Section 9.2. <u>Change in Existing Law.</u> 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 ACNW, 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 ACNW 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. <u>Grounds for Revocation/Termination or Nonrenewal</u>. This Contract may be revoked/terminated and need not be renewed by ACNW upon a determination by ACNW 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, ACNW may revoke/terminate or not renew this Contract, upon ACNW's 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 ACNW in its sole discretion;
- e) ACNW 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 ACNW in connection with ACNW'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. <u>Procedures for Revoking/Terminating or Not Renewing Contract</u>. ACNW's process for revoking/terminating or not renewing the Contract is as follows:

- a) Notice of Intent to Revoke/Terminate or Not Renew. ACNW, 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 ACNW 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 noncompliance. 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 noncompliance 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 noncompliance 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 ACNW. The School Board's failure to provide to ACNW a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to ACNW's proposed action.
- c) <u>Informal Hearing</u>. Upon receiving a timely written request for an informal hearing, ACNW shall give ten (10) business days notice to the School Board of the hearing date and time, and ACNW shall conduct such hearing.
- d) Plan of Correction. ACNW 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 ACNW 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, ACNW shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, ACNW 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. ACNW is not obligated to offer a Plan of Correction to the School.

- e) Withdrawal of Notice of Revocation/Termination or Nonrenewal. ACNW may withdraw its notice of intent to revoke/terminate or not renew if ACNW 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 ACNW decides to revoke/terminate or not renew the Contract, the revocation/termination or nonrenewal shall be effective on the date of ACNW's act of revocation/termination or nonrenewal, or at a later date as determined by ACNW, such date specified by ACNW in its determination of revocation/termination or nonrenewal. ACNW 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 nonrenewal of the Contract, or (ii) the Contract's termination date.

Section 10.4. <u>Dissolution</u>. 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. <u>Distribution of Property Upon Termination of Contract</u>. 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. <u>Property Owned by School</u>. 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 ACNW 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. ACNW 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.

ACNW will consider other factors in its renewal determination, which factors are considered secondary to improving pupil learning and student achievement. Specifically, ACNW 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. <u>Corrective Action Renewal</u>. 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, ACNW may, but is not obligated to, renew this Contract. If ACNW 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 ACNW that it no longer desires to be authorized by ACNW after the conclusion of the contract period, or submit an application to ACNW, in the manner ACNW 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 ACNW to consider. The School agrees to provide ACNW documentation supporting the School's evaluation if requested by ACNW.

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

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

Section 11.2. <u>Insurance</u>. 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 ACNW, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide ACNW or its designee copies of all insurance policies required by this Contract, if requested by ACNW. ACNW 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 ACNW 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 ACNW 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 ACNW, if requested by ACNW.

Section 11.5. <u>Legal Liabilities</u>. ACNW 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, ACNW, officers and members of the Board of ACNW, and employees of ACNW, 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. <u>Indemnification of ACNW & Commissioner</u>. Notwithstanding Section 11.5, the School agrees to indemnify and hold harmless ACNW 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 ACNW 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 ACNW's exercise of its obligation under Applicable Law and this Contract. The School will also provide to ACNW a certificate from the insurance company naming ACNW as an "additional insured."

ARTICLE XII

GENERAL TERMS

Section 12.1. <u>Term of Contract</u>. This Contract shall be effective July 1, 2017, and shall remain in full force and effect for five (5) academic years through the end of the 2021-2022 school year, and shall terminate on June 30, 2022, unless sooner revoked/terminated according to the terms hereof.

Section 12.2. <u>Notices</u>. 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 ACNW:

Audubon Center of the North Woods Attn: Executive Director 54165 Audubon Drive, P.O. Box 530 Sandstone, MN 55072

If to School:

Crosslake Community School Attn: Board Chair 36974 County Road 66 Crosslake, MN 56442

Section 12.3. <u>Severability</u>. 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. <u>Successors</u>. 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. <u>Entire Contract</u>. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between ACNW 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 ACNW.

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. <u>Governing Law</u>. 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. <u>Counterparts</u>. 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. <u>Construction</u>. 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. <u>Force Majeure</u>. 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. <u>No Third Party Rights</u>. This Contract is made for the sole benefit of the School and ACNW. 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 ACNW and ACNW is not an agent of the School.

Section 12.14. <u>Termination of Responsibilities</u>. Except as provided in Section 12.15, upon termination or revocation of the Contract, ACNW 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. <u>Survival of Provisions</u>. 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 ACNW, 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 ACNW, I hereby issue this Contract to the School as of the date set forth:

DATE: July 1, 2017

AUDUBON CENTER OF THE NORTH WOODS

By:

David Greenberg

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.

Lisa Schumacher

Its: Board Chair





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,

Alice Seagren Commissioner

alie Seagren

Cc: Tami Martin, Director, Crosslake Community School

Steve Dess, Sponsor Liaison, Audubon Center of the North Woods

Exhibit B



ARTICLES OF INCORPORATION NONPROFIT COPORATION 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 504 317A (2)(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 futherance 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 futherhance 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.

STATE OF MINNESOTA

NANCY ANN JANSSEN ICTARY PUBLIC - MINNESCTA Exhibit C

Bylaws

Crosslake Community School



Adopted by the Board of Directors Reviewed Revised and approved November 2000 February 2014 6/12/2017

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BYLAWS OF THE CROSSLAKE COMMUNITY SCHOOL (the Corporation)

ARTICLE 1 PURPOSE

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

ARTICLE 11 OFFICES

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

ARTICLE III MEETINGS

- Section 1. <u>Annual Meetings.</u> The annual reorganization meeting of the Board of Directors shall take place in January of each year. Notice of the annual meeting of the Corporation shall be by officially designated paper and/or postings at school and other locations. Such notice shall contain the date, time and place of the meeting.
- Section 2. <u>Regular Meetings.</u> Regular meetings of the Board of Directors shall be held the second Monday of each month.
- Section 3. <u>Special Meetings</u>. Special meetings of the Board of Directors may be called at any time, for any purpose, by any Board Director. Notice of every special meeting of the Board of Directors shall be mailed to each director at least (5) days before the day on which the meeting is to be held, or in person, e-mailed, or by telephone, no later than three days before the meeting is to be held per MS 13D.04 sub.2

- Section 4. Quorum and Adjourned Meeting. A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any such meeting the director or directors present there shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. 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 5. <u>Voting.</u> The affirmative vote of a majority of the quorum of Board members shall constitute a duly authorized action of the Board.
- Section 6. <u>Policy review and Adoption.</u> When necessary, new policies are presented to the board 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 IV BOARD OF DIRECTORS

- Section 1. <u>General Powers.</u> The affairs of the Corporation shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these Bylaws, Minnesota Statue 124E, and by law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.
- Section 2. <u>Number, Tenure, and Qualifications.</u> The Board of Directors shall consist of eight (8) members. Directors shall designate a board President by a majority vote at the annual reorganization meeting.
 - (a) If the Corporation has secured a waiver of the provisions of Minnesota Statute 124E.07 subd. 3 from its s Authorizer, then no Directors need be

teachers under contract with the Corporation, although this does not prevent teachers under contract from serving as Directors if elected.

(b) Notwithstanding items (a) and (b) above, any individual that is deemed by the Board of Directors as a supporter of the Corporation and its Purposes, and any individual who agrees to the Job Description of the Board of Directors, may be considered by the Board of Directors as a candidate for the Board.

It will be composed of four (4) teachers elected as directors to a two (2) year term and three (3) parent and one (1) community member elected Directors to a two (2) year term.

Article IV, Section 2

The Board of Directors shall be composed of eight members. Each director shall hold office for two (2) 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 the Corporation. The composition of the Board of directors shall be in compliance with Section 124E.07 of the Minnesota Statutes. Any persons nominated and elected as a director must have one (1) or more years of experience at Crosslake Community School. The exception to this would be community members interested in serving on the board of directors. Elections shall be conducted in such a fashion that approximately half of the Board is elected each year. All parents of children enrolled at Crosslake Community School and all staff who are 18 years of age or older may participate in the election of the Board of Directors.

A. General Election Procedure:

1. Elections shall be held annually for the Board of Directors. The number of positions to be elected is determined each year. Total positions:

- School Board positions 4 teachers, 3 parent, 1 community member
- 2. The Election Procedure shall be administered by three Board appointed Election officials (individuals who are not running for any office and have no family member running for any office). Election officials are appointed annually by August 15th.
 - Job duties of Election Officials include:
 - The Call for Nominations in the school newsletter and letters home
 - Responsibility for Election Packets for interested candidates
 - Board recommendations of Candidates
 - o Publishing of example ballots
 - o Registration of voting
 - Ballot counting and recording
 - o Integrity of voting process
 - o Reporting of Election results to the Board Chairperson
- 3. The Election shall be held during fall conferences.
- 4. There shall be one voting location. This location must be stated in the voting instructions. This is the ONLY location where balloting will take place.
- 5. One or two people shall be charged with securing the Voting Box, and will lock it up when they are not in attendance.
- 6. Any natural, step, or foster parent, or legal guardian of a student enrolled at Crosslake Community School shall have one vote.
- 7. All paid Staff shall have one vote.
- 8. All Crosslake Community School Board members shall have one vote.
- 9. No one may have more than one vote.
- 10. Write-in candidates will be allowed on the ballots
- 11. The candidates with the highest number of votes win.

- 12. In the event of a tie for an elected position, a run-off election shall be held within two weeks.
- 13. The number of votes for each candidate shall be published in the next Crosslake Community School Board minutes (to facilitate later mid-year appointments)
- 14. The Election checklist, signature sheets and ballots shall be filed and kept for 1 year.
- 15. Disputed ballots shall be considered valid when/if election judges reach a unanimous agreement over the dispute.

B. Mid-year vacancies

In the event that an elected member vacates their position, the nonelected individual receiving the next highest number of votes in the past election shall be asked to fulfill the term. If there are no qualified or willing to serve, the Board shall appoint a member to serve on the Board until the next election.

C. Voting Procedures:

- 1. One ballot sheet and signature on the signature sheet will make up a "Ballot".
- 2. One ballot for each voter.
- 3. Ballots will be distributed at conferences.
- 4. Voting instructions will be included. Voting Instructions are as follows:

Crosslake Community School Election – Fall Conferences, Voting Deadline is at 10 minutes after the conclusion of conferences

- All parents, staff, and current board members may vote
- Mark your choice on the ballot with a pen. Write in names are allowed
- Insert your ballot in the election box.
- Absentee ballots must be properly assembled and returned to the school office by no later than 4:00 pm of the day of voting.

Do Not send ballots with students

- 5. Voters may vote in person at the Crosslake Community School voting location, or they may be given absentee voting instructions which include:
 - Signature on the voting registration sheet.
 - Ballot numbered to correspond with the registration signature.
 - Ballot will need to be placed in the envelope and then placed in a second envelope for mailing or hand delivery.
- 6. At the Voting Location, Ballots shall be put in the Voting Box
- 7. The Voting Box must be locked in the office when it is not attended.

D. Counting Procedures:

- 1. Counting will be done by the Board appointed election officials.
- 2. Counting will be done immediately after the election.
- 3. Mailed or hand delivered Voting envelopes will be sorted first.
- 4. Invalid ballots will be kept separate and tallied at the end for reporting to the Board.

Reasons for invalid ballots include:

- Not an official ballot
- Marking too many candidates
- 5. In the event that more than one mail/ hand delivered ballot is received from the same person, only the first vote will be counted.
- 6. Ballots without a signature on the registration sign-in will not be counted, but will be placed in an "invalid ballot" pile.
- 7. Each election judge will tally each ballot. If none of the counts match, they will be recounted.
- 8. The number of ballots will be verified with the number of signatures on the signature registration sheet.

- 9. The election certification report will be filled out and given to the School Board chair, to be included in the Board Minutes for the next meeting.
- 10. The School Board chair will call all the candidates to inform them of the results (winners first).

E. Schedule of Election:

- 8 weeks before scheduled Fall conferences, Call for Nominations, in newsletter, sent home in Open House information packets with information on elections
- 5 weeks before scheduled Fall conferences, Final Call for Nominations, in newsletter
- 2 weeks before scheduled Fall conferences, Nominations close, final deadline. Additional nominees called to accept nomination and provide statements for posting
- 10 days before, Ballots sent home with candidates statements
- Election date (during fall conferences)
- After election closes Count votes, call all candidates, publish results in newsletter
- Assumption of Office by January 31– New members assume office (phase in for 1 month allowing new member mentoring). New members are requested to attend all meetings between their election and their assumption to office.

Section 5. Resignation and Removal. Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or the Secretary of the Corporation. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director may be removed at any time, by a two –thirds (2/3) vote of a majority of all remaining directors of the Corporation.

Section 6. <u>Filling Vacancies</u>. Unless otherwise provided by Minnesota Statutes, Section 317A.227, vacancies on the Board of Directors caused by death, disqualification, resignation, disability, removal, absence of 3

consecutive designated board meetings, 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 of that Director's term.

Section 7. <u>Compensation.</u> 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 the Corporation in any other capacity and receiving compensation therefore. In addition, the directors of the corporation may be reimbursed for the reasonable out-of –pocket expenses incurred by them in rendering services to this Corporation, as the Board of Directors from time to time determines such services to be directly in furtherance of the purpose and in the best interest of the Corporation.

Section 8. <u>Meetings Without Notice</u>. Any Director may, in writing or orally, either before, at, or after any meeting of the Board of Directors, waive notice thereof and without notice, any director by attendance at such meeting and participation therein shall be deemed to have waived notice of the action or actions taken at any meeting of the Board of Directors.

Section 9. <u>Presence at Meetings.</u> 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 and see one another. However, any method may constitute presence at a meeting, but not constitute the right to vote on any issue before the Board.

Any Board of Directors member not in attendance for 3 consecutive meetings may be removed from serving on the board and a replacement would be appointed by the board for the remainder of that Director's term.

Section 10. <u>Committees of the Board.</u> The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define authority of, set the number and determine the identity of, members of one or more committees. Committee members must be natural persons, but need not be members of the Board of Directors. The Board may, by similar vote, designate one or more alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee.

- (a) <u>Authority of Committees</u>. Any committee, to the extent provided in these Bylaws or in the resolutions creating such committee, shall have, and may exercise, all of the powers and authority granted by the Board of Directors in the management and business affairs of the Corporation; provided, however, that no committee shall be granted any powers or authority exceeding that granted to the Board of Directors. Unless otherwise stated in the resolutions creating it, or in these Bylaws, committee action 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.
- (b) Procedures for Conducting Committee Meetings. The activities of all committees of this Corporation shall be conducted in such manner as will advance the best interest of the Corporation. Each committee shall fix its own rules of procedure and other regulations which shall be consistent with the Articles of Incorporation, these Bylaws and the policies of the Corporation. The Board Chair shall be an ex-officio member of all committees, unless the Chair serves as a member of such committee. The meetings of all committees shall be open to the public.
- (c) <u>Limitation on Authority of Committees</u>. Each Committee shall be under the direction and control of the Board and shall keep regular minutes of its proceedings, and all actions of each committee shall be reported to the Board of Directors and shall be subject to revision and alteration by the Board of Directors.
- Section 11. <u>Conflict of Interest</u> A conflict of Interest Policy is established by the Board of Directors that is consistent with Minn. Stat. 124E.14. Further, the Conflict of Interest Policy and the Board of Directors must meet at least the following conditions.
 - (a) Each director must complete a conflict-of-interest statement for review by the Board's Authorizer within thirty (30) days of his or her election, and shall annually complete such a statement on the

- anniversary of his or her election or on such an annual date that the Board may select.
- (b) <u>Conflict of Interest Policy-for-Profit.</u> No member of the board of directors, employee, officer, or agent of a charter school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A violation of this prohibition renders the contract void.
- (c) <u>Conflict of Interest Policy-not-for-profit</u>. A member of a charter school board of directors that serves as a member of the board of directors as an employee or agent of or a contractor with a not-for profit entity with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities, must disclose all potential conflicts to the commissioner of education.
- (d) Conflict of Interest Policy-Contract or Transaction.

 Notwithstanding (a) and (b) above, neither the Board nor the Corporation shall enter into any contract or transaction with (i) one or more of its directors, (ii) a director of a related organization, or (iii) an organization in or of which a director of the Corporation is a director, officer, or legal representative, employee, or employees, or some other way has a material financial interest unless all of the following criteria are met, in addition to (a) and (b) above: (1) The contract or transaction is fair and reasonable; (2) that interest is fully disclosed to all the Board's directors; (3) the Board approves, authorizes or ratifies the action in good faith and within Minn. Stat. 124E.14; and (4) the approval is by unanimous decision of the Board, with the interested party abstaining from the vote.
 - (e) <u>Conflict of Interest Policy-Vote at the Board Meeting.</u> The interested director may be present at the Board meeting to answer questions, but may not advocate for the action to be taken and shall leave the room while a vote is taken. The Minutes of all actions taken on such matters shall clearly reflect that the requirements in (a), (b), and (c) were met and consistent with Minn. Stat. 124E.14.

ARTICLE V

OFFICERS AND EMPLOYEES

Section 1. <u>Number</u>; <u>Election</u>. The officers of the Corporation shall be elected for one (1) year terms by the Board of Directors, and shall consist of a Chair (Chief Executive Officer), Vice Chair, Treasurer (Chief Financial Officer), Secretary and such other officers as the Board of Directors shall determine from time to time.

Section 2. <u>Vacancies</u>. A vacancy in any office of the Corporation occurring by reason of death, disqualification, resignation or removal shall be filled for the unexpected portion of the term by appointment of a successor by the Board of Directors.

Section 3. <u>-Chair (Chief Executive Officer)</u>. The President or Presidents shall:

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

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

- (a) Exercise the functions of the Office of the Chair of the Corporation, in the absence of the Chair;
- (b) Preside at all meetings of the Board of Directors, in the absence of the Chair;

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

Section 5. <u>Treasurer (Chief Financial Officer)</u>. The Treasurer shall:

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

Section 6. <u>Secretary.</u> The secretary shall maintain the Office of the Corporation and shall:

- (a) Attend all meetings of the Board of Directors and all committees as required;
- (b) Record all proceedings in the Minutes of the Board of Directors and committees in a book to be kept for that purpose;

- (c) Preserve all documents and records belonging to the Corporation;
- (d) Give cause to be given notice of all meetings of the Board of Directors and its committees; and,
- (e)Perform such other duties as may be prescribed by the Board of Directors.
- Section 7. <u>Management and Administrative Employees</u>. The Corporation may have such management and administrative employees as the Board of Directors deems necessary. Such employees shall: 1) be appointed in a manner, 2) have their duties and responsibilities, and 3) hold their positions for the time, prescribed by the Board of Directors.
- Section 8. <u>Compensation</u>. The officers and employees of the Corporation may be paid such reasonable compensation, if any, for their services rendered to the Corporation in such capacity, and may be reimbursed for reasonable out-of-pocket expenses, as the Board of Directors from time to time determines to be directly in furtherance of the purposes and in the best interests of the Corporation.
- Section 9. <u>Bond.</u> The Board of Directors of this Corporation shall from time to time determine which if any, of the officers, agents or employees of this Corporation shall be bonded and the amount of each bond.
- Section 10. Removal of Officer. Any officer may be removed at any time, by vote of a majority of a quorum of the Board of Directors at any regular meeting or at a special meeting called for that purpose.
- Section 11. <u>Resignation.</u> Any officer may resign at any time. Such resignation shall be made in writing to the Chair or Secretary of the Corporation and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Chair or Secretary. The acceptance of a resignation shall not be necessary to make it effective.
- Section 12. Executive Director evaluation. The Board of Directors has responsibility for evaluation of the school Executive Director. For evaluation purposes, a sub-committee of the board will conduct the formal evaluation. The evaluation sub-committee will be chaired by either a community or parent board member and will consist of parent and community members of the board and not teaching staff to avoid conflict of interest.

ARTICLE VI

DISTRIBUTION OF ASSETS

Section 1. Right to Cease Operations and Distributions Assets. By a two-thirds (2/3) vote of all directors, the Board of Directors may resolve that the Corporation cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of the Corporation to perform all acts necessary to 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 the Corporation. A resolution to dissolve the Corporation shall be approved only upon the affirmation vote of a two-thirds (2/3) of a quorum of the Board of Directors taken at a meeting during which the resolution is brought before the public. If such cessation and distribution is called for, the board of Directors shall set a date for commencement of the distribution.

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

ARTICLE VII

INDEMNIFICATION

Section 1. <u>Indemnification</u>. Each director, officer and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation, as a director, officer, partner, trustee, employee, representative or agent of another organization, or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation in accordance with, and to the fullest extent permitted by, Minnesota Statues, Section 317A.521. The Corporation shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by

resolution of the Board of Directors. The Corporation shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law. This section is and shall be for the sole and exclusive benefit of the individuals designated herein and no individual, firm or entity shall have any rights under this Section by way of assignment, subrogation, or otherwise, whether voluntary, involuntary or by operation of law.

Section 2. <u>Insurance.</u> The Corporation may purchase insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, against any liability asserted against and incurred by such person in his or her official capacity, or asserted against and incurred by such, whether or not the Corporation would have the power to indemnify such person against liability under Minnesota Statutes, Section 3`7A.521, the Articles of Incorporation or these Bylaws.

ARTICLE VIII

FINANCIAL MATTERS

- Section 1. <u>Contracts.</u> The Board of Directors may authorize any officers, agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and any such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or these Bylaws, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or pledge its credit or to render it financially liable for any purpose or to any amount.
- Section 2. <u>Loans and Pledges.</u> No loans shall be contracted nor pledges or guarantees given on behalf of the Corporation unless specifically authorized by the Board of Directors.
- Section 3. <u>Authorized Signatures.</u> All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board of Directors or these Bylaws.

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

Section 5. <u>Corporate Seal.</u> The Corporation shall not have a corporate seal.

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

- (a) Approved minutes and records of all proceedings of the Board of Directors and all committees;
- (b) Records of all votes and actions of the members;
- (c) All financial statements of this Corporation; and,
- (d) Articles of Incorporation and Bylaws of this Corporation and all amendments and restatements thereof.

Section 7. Accounting System and Audit. The Board of Directors shall cause to be established and maintained, in accordance with generally accepted accounting principles (GAAP) applied on a consistent basis, an appropriate accounting and financial reporting system for the Corporation. The board shall cause the records and books of account of the Corporation to be audited at least once each fiscal year and at such other times as it may seem necessary or appropriate, and may retain such persons or firm for such purposes as it may deem appropriate.

ARTICLE IX

MISCELLANEOUS

- Section 1. <u>Gender References</u>. All references in these Bylaws to a party in the masculine shall include the feminine and neuter.
- Section 2. <u>Plurals.</u> All references in the plural shall, where appropriate, include the singular and all references in the singular shall, where appropriate, be deemed to include the plural.

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

School Name: Crosslake Community School

Mission: "To grow Environmentally Aware, Community Conscious, Learners of Excellence"

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

Program Description:

Crosslake Community School (CCS) is a K-12 public charter school. K-8 class sizes are small, no larger than 19 students. 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 high school opened its actual and virtual doors in August 2014. The school provides both comprehensive (full-time/diploma granting) as well as supplemental (part-time) programming as a public online high school in Minnesota. High school students can work from home or in a supportive learning lab setting available to students during regular school hours. This program also features a high school counselor, lead special education teacher, trained paraprofessional support, learning coaches who also act as support personnel, online teachers employed by the school, and a director of the online program overseeing the online high 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. Beginning in the 2017-2018 school year, CCS will begin offering online classes to students in Grades 7 and 8.

Environmental Awareness

CCS has a lead teacher helping 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.

With the addition of the 9-12 online high school three years ago, the school is continuing to work to incorporate environmental education components into the online curriculum. Beginning with the fall of 2017, the school will be adding a staff member who will be embedding environmental education components into the online content.

Community Consciousness

CCS offers a variety of events throughout the year that connect the school's students to the surrounding community. These connections are developed in a variety of ways, including but not limited to: 1) Martin Luther King Jr. Day of Service, which is an opportunity to honor Dr. King by having 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.

Learners of Excellence

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

- Data Analysis
 - Staff create data boards to aid with the placement of students into multiple levels of support (SPED, Title I, RtI, HS learning coaches, student support services, etc.).
 - Data is used to drive instructional practices and create personalized learning plans.
- Professional Development
 - On-going job-embedded professional development incorporates the work of Robert Marzano, Envoy, a strong Qcomp model, and content-specific training for all staff.
 - Mission-focused environmental education training is provided by outside entities.
- Classroom Mentoring
 - 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.

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:

For the summer of 2017, Crosslake Community School is experimenting with summer programming designed to provide enrichment opportunities for youth and parents to its direct service area of Crosslake as well as youth and parents throughout the state through online offerings. Programs in fine arts (e.g., theatre), computers (e.g., *Minecraft*) and environmental awareness (e.g., recycled art) represent a few of the options available. All courses and experiences are on a feebased system and will only be offered if the school received sufficient enrollment to cover costs of operating the programs. The summer program will be staffed with current teachers and support staff, depending on their roles with the program.

Exhibit F: Statutory Purposes

The <u>primary purpose</u> 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.

In order to improve all pupil learning and all student achievement, Crosslake Community School:

Uses Title I and RtI frameworks to support struggling learners.

Using information from classroom teachers and other staff, most commonly in the form of standardized testing, AIMSweb and other classroom assessments, students are recommended for additional instructional support via Title I services and RtI support. Title I staff utilize commonly used tools to support students with reading and math. RtI support takes on a more personalized approach by working with classroom teachers on specific needs identified through classroom or standardized test results. Specific goals are established by the classroom teacher and the RtI staff develop strategies to help students achieve those agreed upon goals. Title I and RtI support are typically administered outside of the classroom, but there are times when the support is pushed directly back into the classroom when appropriate based on individual learner needs or teacher preference.

Conducts data analysis.

Throughout the course of the year, CCS administers several formal assessments including AIMSweb, NWEA, and MCA tests. These protocols, in addition to on-going classroom assessment, provide formative and summative data used by staff to determine areas of strength and deficiency in all students. CCS breaks down the data by individual student to determine individual needs. The data gathered is used by individual classroom teachers, as well as student success and child study team members, to determine not only placement into additional support systems but also to assess student growth and when specific interventions may no longer be required.

Has a multi-layered system of support that includes all staff members.

Layered on top of the formal support mechanisms of special education, Title I, and RtI frameworks is an intentional staffing model designed to personalize the school's approach to education for all students. Starting with class sizes capped at 19 students in grades K-8, students gain more one-on-one support from classroom teachers than in a traditional school setting. In addition, all students at CCS have direct, positive, and strong relationships with paraprofessionals, food service, office staff, maintenance staff, and administrative staff. This provides a strong base of support for all students in a way that can only be accomplished in a more personalized setting.

Offers an online high school model that employs learning coaches along with content teachers.

The school employs a multi-layered model of support for its online students as well. In addition to employing licensed online content instructors, CCS adds learning coaches who are in direct contact with a student caseload on a daily basis. In addition, the school employs a licensed school counselor, licensed special education teachers, and paraprofessionals to provide a higher level of support that may not occur in other online settings.

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 these additional purposes in its annual report.

1. Establish new forms of accountability for schools:

CCS establishes news forms of accountability in conjunction with its authorizer, Audubon Center of the North Woods, through ACNW's performance framework and the student outcomes agreed to in Exhibit G of the charter contract. ACNW's accountability systems promote a higher level of accountability in the school in relation to evaluation and reporting of student outcomes, financial management, and board-related protocols. ACNW provides guidance related to compliance through direct feedback and the Epicenter reporting mechanism, which allows the school to reach new levels of professionalism in all aspects of school operations, compliance, and reporting.

2. Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

- CCS provides on-going job-embedded professional development and leadership opportunities in the following ways:
 - Teachers are trained in the Marzano protocols for classroom instructional best practices. This is done on a school-wide level, allowing everyone to share a common language when it comes to assessing professional performance.
 - ii. To enhance immediate professional development needs and to keep staff current on special education issues, the school has added the services of Infinitec, which provides a host of professional development modules for educators at no cost to the school.
 - iii. Teaching staff lead a variety of committees, including Child Study, Finance, Vision and Planning, and Staff Development/Curriculum. In addition, teaching staff head up the Qcomp program and have strong representation on the board of directors, allowing teachers to directly impact the direction of the school.

Crosslake Community School Exhibit G: Academic and Academic-Related Goals Contract Period July 1, 2017 through June 30, 2022

As articulated in MN Stat. 124E.10, Subd. 1(c), "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, ACNW 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 charter schools as outlined in statute which is to improve 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
1: Mission Related Outcomes	6
2: English Language Learners	N/A
3: Reading Growth	18
4: Math Growth	18
5: Reading Proficiency	14
6: Math Proficiency	14
7: Science Proficiency (and Growth)	10
8: Other Proficiency or Growth	2
9: Post Secondary Readiness	12
10: Attendance	6
Overall	100

Indicator 1: Mission Related Outcomes

6 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 – 6 Points: From FY18 to 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	::
Exceeds Target (x1.5)	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.		

Indicator 2: English Language Learners

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

Indicator 3: Reading Growth

•	of the contract, students at CCS will demonstrate growth in reading as measured by state accountability	tests and
nationally normed assessment	· · · · · · · · · · · · · · · · · · ·	
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:
Exceeds Target (x1.5)	The average growth z-score is equal to or greater than 0.50	
Meets Target (x1.0)	The average growth z-score is equal to or greater than 0.00.	
Approaches Target (x0.5)	The average 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.	
	Macaura 2.2 [CCD] 2 Points From FV47 to FV24 the aggregate negregates of students who	
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:
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.	
Meets Target (x1.0)	The aggregate percentage is greater than 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.	
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 expected growth target will be at least 60%.	Result:
Exceeds Target (x1.5)	The aggregate percentage is at least 70%.	
Meets Target (x1.0)	The aggregate percentage is at least 60%.	
Approaches Target (x0.5)	The aggregate percentage is at least 50%.	
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	

Indicator 4: Math Growth

Performance Ratings	Measure 4.1 [CCR] – 3 Points: From FY17 to FY21, the average growth z-score for all students on	Result:
r criormance Ratings	state accountability tests will be equal to or greater than 0.00.	itesuit.
Exceeds Target (x1.5)	The average growth z-score is equal to or greater than 0.50	
Meets Target (x1.0)	The average growth z-score is equal to or greater than 0.00.	
Approaches Target (x0.5)	The average 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 4.2 [CCR] – 3 Points: From FY17 to FY21, the aggregate percentage of students who	Result:
	achieve a positive z-score on state accountability tests will be greater than 50.0%.	nesuit.
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.	
Meets Target (x1.0)	The aggregate percentage is greater than 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.	
	Measure 4.3 [CCR] – 12 Points: From FY17 to FY21, the aggregate percentage of students in	
Performance Ratings		Result:
	grades K-8 who meet their fall to spring NWEA RIT expected growth target will be at least 60%.	
Exceeds Target (x1.5)	The aggregate percentage is at least 70%.	
Meets Target (x1.0)	The aggregate percentage is at least 60%.	
Approaches Target (x0.5)	The aggregate percentage is at least 50%.	
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	

Indicator 5: Reading Proficiency

chool Goal: Over the period of	of the contract, students at CCS will demonstrate proficiency in reading as measured by state accountab.	ility tests
chool doal. Over the period t	if the contract, stadents at ces will demonstrate projectincy in redaing as measured by state accountable	nty 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:
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.	
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:
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.	
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:
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.	
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 that of the resident district (ISD 186 – Pequot Lakes) for the same grades (4-8 & 10).	Result:
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.	
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:
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.	
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:
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.	
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:
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.	

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:
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.	

Indicator 6: Math Proficiency

Performance Ratings	Measure 6.1 [CCR] – 4 Points: From FY17 to FY21, the school's aggregate 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).	Result:
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.	
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:
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.	

	Measure 6.3 [AGC] – 2 Points: From FY17 to FY21, the school's aggregate proficiency index score	
Performance Ratings	for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the state for	Result:
	the same subgroup and the same grades (3-8 & 11).	
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.	
	Measure 6.4 [AGC] – 2 Points: From FY17 to FY21, the school's aggregate proficiency index score	
Performance Ratings	for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the resident	Result:
Terrormance natings	district (ISD 186 – Pequot Lakes) for the same subgroup and the same grades (3-8 & 11).	nesuit.
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.	
	Measure 6.5 [AGC] – 1 Point: From FY17 to FY21, the school's aggregate proficiency index score	
Performance Ratings	for students in the Special Education subgroup will be greater than that of the state for the same	Result:
i circimane namgo	subgroup and the same grades (3-8 & 11).	11004111
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.	
	Measure 6.6 [AGC] – 1 Point: From FY17 to FY21, the school's aggregate proficiency index score	
Performance Ratings	for students in the Special Education subgroup will be greater than that of the resident district	Result:
i circimanee naamge	(ISD 186 – Pequot Lakes) for the same subgroup and the same grades (3-8 & 11).	11004111
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.	
Does Not Weet larget (X0.0)	וווב שנווסטו מומ ווטר ווובבר נווב נווגבוומ וטר מווץ טר נווב דמנוווצט מטטעב.	

Indicator 7: Science Proficiency (and Growth)

	of the contract, students at CCS will demonstrate proficiency in science as measured by state accountabiled by If by nationally normed assessments.	ity tests and
Performance Ratings	Measure 7.1 [CCR] – 1.5 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:
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.	
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] – 1.5 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:
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.	
Performance Ratings	Measure 7.3 [CCR] – 7 Points: From FY17 to FY21, the aggregate percentage of students in grades 3-8 who meet their fall to spring NWEA RIT expected growth target will be at least 60%.	Result:
Exceeds Target (x1.5)	The aggregate percentage is at least 70%.	
Meets Target (x1.0)	The aggregate percentage is at least 60%.	
Approaches Target (x0.5)	The aggregate percentage is at least 50%.	
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	

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

2 Points

School Goal: 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.

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:
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 75%.	
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	

Indicator 9: Post Secondary Readiness

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:	
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.		
Daufaumanaa Datinaa	Measure 9.2 [CCR] – 6 Points: From FY17 to FY21, the average of high school students' annual	Daguile	
Performance Ratings	course completion rates will be at least 75%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 85%.		
Meets Target (x1.0)	The aggregate percentage is at least 75%.		
Approaches Target (x0.5)	The aggregate percentage is at least 65%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 10: Attendance

School Goal: Over the period of the contract, students at CCS will attend the school at high rates.		
Performance Ratings	Measure 10.1 – 6 Points: From FY17 to FY21, the average of the school's annual attendance rates will be at least 92.0%.	Result:
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.	

Exhibit H: Crosslake Community School Environmental Education Goals

EE Performance Indicator 1: Awareness

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.

EE Performance Indicator 2: Knowledge

2. Students and staff 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 and faculty 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 and faculty 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 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.

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 ACNW annually no later than September 1 for the current school year and is subject to approval by ACNW. If the ELP does not satisfactorily meet ACNW's expectations for environmental education as determined by ACNW, 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.

Exhibit I

STUDENT ADMISSIONS

Last reviewed: 9-15-2014

Revised: 1-19-2016

Updated/Approved: 1-9-2017

PURPOSE

The purpose of this policy is to clarify the procedures used by school administration for admitting students to Crosslake Community School.

GENERAL STATEMENT OF POLICY

- A. The school board of Crosslake Community School will establish admissions limits for each grade level by February 28th of each year.
- B. Following the establishment of class enrollment limits the school administration will publicly advertise an application deadline no later than March 30th of each year.
- C. Following the application deadline the administration will determine which classrooms have met board approved limits based on currently enrolled students, siblings of currently enrolled students and new applicants. Notification of acceptance will be communicated via mail no later than April 15th of each year.
- D. In the event that classes exceed their admission limits with currently enrolled students and siblings of currently enrolled students, and there are more applicants than spaces available in the class, a lottery for admission will take place no later than April 15th of each year.

Legal References: Minn. Stat. 124E.11,(b) (Admission Requirements and Enrollment)

LOTTERY PROCEDURES

Adopted: 9-15-2014

Reviewed/Approved: 2-8-16

PURPOSE

When enrollment projections exceed board 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 School. The following procedures address this issue:

- A. Prior to a lottery taking place preference will be given to the siblings of currently enrolled students
- B. 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.
- C. Families choosing to enroll their children in Crosslake Community School after a lottery has taken place will be placed onto a waiting list in the order they apply with the school. 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.
- D. 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.
- E. 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.

Kindergarten and 1st Grade Age Eligibility

Students must be age 5 *before* September 1st to be eligible for Kindergarten. Students age 5 *on or after* September 1st will not be eligible for Kindergarten (*see exception below) and the Enrollment Coordinator shall contact the parent and inform them that their child's registration will be held for the next Kindergarten lottery (the following year).

A parent may voluntarily retain their eligible child from entering Kindergarten and request the Enrollment Coordinator to hold their child's application form for the next school year *to be placed in the general lottery*. *If a parent considers their underage child to be ready for school and they do not meet the requirements above, the following conditions must be met:

- 1. The child must turn age 5 before October 31.
- 2. Proof of Kindergarten Readiness from Early Childhood Screening must be presented. Additional assessment may be provided and required to confirm results.
- 3. A meeting must be held between administration, the kindergarten teacher, the parent and the student
- 4. Unanimous approval by the Administrator and the Kindergarten teacher must be obtained
- 5. An Early Admittance to Kindergarten Application must be completed and submitted along with the standard kindergarten enrollment application by June 1.
- 6. A letter of recommendation must be received from a preschool teacher or other group setting instructor.

Note: A parent/guardian wishing to enroll their kindergartner at Crosslake Community School during the school year from another school district that does not have identical entrance requirements may be enrolled at CROSSLAKE COMMUNITY SCHOOL to continue his or her education.

In order to be eligible to enroll at CROSSLAKE COMMUNITY SCHOOL Charter School in 1st grade, a student must be age 6 by September 1st of that school year. *Note: Any student admitted under the early entrance into kindergarten at CROSSLAKE COMMUNITY SCHOOL is eligible under this guideline to enter 1st grade with satisfactory completion of kindergarten requirements.*

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 ACNW 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 ACNW 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 ACNW performance evaluations.

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 the Audubon Center of the North Woods;
- I have no conflict of interest as defined by MN Stat. 124E.07, Subd. 3;
- If a conflict of interest arises as defined by MN Stat. 124E.07, Subd. 3, I will immediately vacate my position on the Board;
- If a conflict of interest arises as defined by MN Stat. 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 Stat. 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.

0/12/2017 Date

Signature
LOVI Schaven broich
Printed Name
218 859 7018
Phone Number
Low Ischavenbroich@
E-mail Address Crossialokids.ovg

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 the Audubon Center of the North Woods;
- I have no conflict of interest as defined by MN Stat. 124E.07, Subd. 3;
- If a conflict of interest arises as defined by MN Stat. 124E.07, Subd. 3, I will immediately vacate my position on the Board;
- If a conflict of interest arises as defined by MN Stat. 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 Stat. 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

Angela Schultz

Printed Name

218 - 839 - 1420

Phone Number

a Schultz (2 cross lake kids. org

E-mail Address

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 the Audubon Center of the North Woods;
- I have no conflict of interest as defined by MN Stat. 124E.07, Subd. 3;
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6/12/2017 Date

Lisa Schmacher

1000

LSchunacherecrossakekids. as

E-mail Address

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Signature

Signature

AREN LARSON

Printed Name

218-692-3796

Phone Number

Larson 03 a Crasslatte, net

E-mail Address

By signing my name below, I acknowledge that:

- I am a Board member of Crosslake Community School;
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Signature

Signature

Signature

Lysa Corbett

Printed Name

763. 227. 8537

Phone Number

L corbett a crosslake kids. crg

E-mail Address

By signing my name below, I acknowledge that:

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- 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

KAM

6/12/17 Date

Printed Name

218 - 831 - 3675

Phone Number

E-mail Address

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- I have reviewed the charter school contract between Crosslake Community School and the Audubon Center of the North Woods;
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- If a conflict of interest arises as defined by MN Stat. 124E.07, Subd. 3, I will immediately vacate my position on the Board;
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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.

6/13/17

Ocrosslakekids. org

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- I have no conflict of interest as defined by MN Stat. 124E.07, Subd. 3;
- If a conflict of interest arises as defined by MN Stat. 124E.07, Subd. 3, I will immediately vacate my position on the Board;
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- 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.

Tahra Durham
Signature

Patricia Durham
Printed Name

(218) 839-9339
Phone Number

Patrham a crosslake kids. org
E-mail Address

Exhibit M: Charter School Closure Process and Plan

Audubon Center of the North Woods Charter School Closure Process and Plan

Name of School	Date
----------------	------

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 ad hoc School Board Committee for wind-up /	restructuring	
Designate School contact person(s) to send and receive communications from ACNW;		
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 ACNW		
Other:		
Contact MDE – Charter Center Immediately		
The MDE Charter Center needs to be contacted 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 the MDE for guidelines and assistance. (See Inventory and Liquidation of Assets below.)		
Other:		
Reserve Funds		
Segregate by School Board resolution in a separate checking account up to \$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		T
Within 10 days after charter revocation, notify parents / guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following: * date of the last day of regular instruction; * 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; * offer of copies of student records before the charter revocation.		
* Provide ACNW with a copy of the notice. Other:		
Final Report Cards and Student Records Notice Within 7 days after charter revocation, 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. * The notice must advise the parent/guardian to contact the school		

* 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.

transportation services for summer school and next school year.

Other:

Notification of ACNW 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 ACNW and provide copies of legal papers received. The School has an ongoing obligation to keep ACNW 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 days after the charter revocation, formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor.

> * This list is not the same as the contractor list, above, but may include contractors, which should be listed.

School Wind-Up Plan and Action

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.

The initial plan should be adopted within 20 days of charter revocation, and be updated at least bi-weekly with copies to ACNW. The plan should include, but not be limited to, the following.

- * Termination of non-essential personnel and cancellation of nonessential services prior to charter revocation.
- * 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. (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

Charter Contract: Suly 1, 2017 - Suite 30, 2022	
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 winding down	
operations of the School Corporation, and employment, contract and	
School Board status of those authorized to sign for the School.	
* Status reports on the implementation of the School Wind-Up Plan	
to be submitted to ACNW through Interim Statements and a Final	
Statement (below).	
Other:	
Protection of Assets; Insurance	
The School's assets and any assets in the School that belong to others must	
be protected against theft, misappropriation and deterioration.	
* Existing insurance coverage should be maintained on the assets	
until the disposal of such assets in accordance with the Wind-Up	
Plan.	
* Continue existing insurance for School Facility, vehicles and other	
assets until	
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 – 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	
No later than 30 days prior to charter revocation, all of the School's assets	
must be inventoried with item numbers and quantities and/or its inventory	
updated.	
* All assets of the School, not just ones over a certain dollar value,	
,	
must be inventoried.	
* Provide ACNW with a copy of the inventory.	
* 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.	
Other:	
Liquidation of Assets	
Assets must be liquidated in a commercially reasonable manner including, but	
not limited to, sale by way of auction, sealed bidding or other commercially	
reasonable sales methods to the extent permitted under agreements with	
existing creditors and to the extent such assets are free and clear of any liens	
or encumbrances. If an asset is subject to a lien, encumbrance or security	
interest (above), the secured party should be contacted. (See Federal CSP Grant	
information above.)	

Charter Contract: July 1, 2017 - June 30, 2022	
Pursuant to MN Statute 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.	
Other:	
E&O Insurance	
Maintain existing directors and officers liability (E&O) insurance, if any, until	
final dissolution of the School Corporation. If no such E&O insurance exists,	
disclose this fact to the board of directors.	
Other:	
Interim Statements	
No later than 10 days after charter revocation, prepare, and submit to	
ACNW, an interim statement in a form satisfactory to ACNW, 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:	
* 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.	
other change in status of assets.	
The School will prepare and submit such statements to ACNW at 30 day	
intervals until the final statement (below) is prepared and submitted.	
Other:	
Final Statement	
At a date to be determined by ACNW, anticipated to be no later than 90 days	
after charter revocation, no later than 10 days prior to the filing of a	
dissolution proceeding the School shall prepare to the full satisfaction of	
ACNW 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:	
* 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 ACNW 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.	

Charter Contract: July 1, 2017 - June 30, 2022	
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 1st of the calendar year	
in which the School ceases instruction.	
Other:	
Closeout of State and Federal Grants	
State, federal and other grants must be closed out, (See Contact MDE section	
above) including:	
* notification to the grant entity of the School closure; and	
* filing of any required expenditure reports or receipts and any	
required program reports.	
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.	
Other:	
IRS Status; Reports	
The School Board must continue to take all steps necessary to maintain its	
501(c)(3) status, including, but not limited to, the following:	
* notification to IRS regarding any address change of the School	
Corporation; and	
* filing of required tax returns or reports (e.g., IRS form 990 and	
Schedule A).	
* If the School Corporation proceeds to dissolution, notify the IRS	
of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to ACNW.	
and furnish a copy to ACIVW.	
Other:	
Corporate Records	
In all cases, the School Board shall maintain all corporate records related to:	
* 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.;	
* Accounting/audit, taxes and tax status, etc.; * Personnel,	
* Personnel,	
* Personnel,* Employee benefit programs and benefits; and	
* Personnel, * Employee benefit programs and benefits; and * Student summary test data files * Any items listed in this Closure Plan. In the event the School Corporation is dissolved, the members of the School	
* Personnel, * Employee benefit programs and benefits; and * Student summary test data files * Any items listed in this Closure Plan. In the event the School Corporation is dissolved, the members of the School Board or other custodian of the records of the School have the duty to	
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* Personnel, * Employee benefit programs and benefits; and * Student summary test data files * Any items listed in this Closure Plan. In the event 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. Other: Resolution of Dissolution The School Board must adopt a resolution that the School Corporation be	
* Personnel, * Employee benefit programs and benefits; and * Student summary test data files * Any items listed in this Closure Plan. In the event 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. Other: Resolution of Dissolution	

Charter Contract: July 1, 2017 - June 30, 2022	
Other:	
Dissolution	
If the School Corporation dissolves, the School Board must follow the	
dissolution provisions in its articles of incorporation and applicable laws. This	
may include:	
* 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.	
Whenever the Charter or an order of dissolution is made, 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.	
Conice of all names related to dissolution should be contite ACNIW	
Copies of all papers related to dissolution should be sent to ACNW.	
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 in the	
school district or to the school district.	
* 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:	
Ould.	

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. <u>Submission of Service Contract</u>. The Service Contract shall be submitted to the Authorizer no later than 30 days prior to its effective date.
- 2. <u>Required Terms of Service Contract</u>. 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 over the Service Contract.
 - d. The Service Contract shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter School Agreement with the Authorizer.
 - e. 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.
 - f. 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.
 - g. The Service Contract shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source.
 - h. The Service Contract shall clearly state all compensation and payments to be paid by the Charter School to the Service Provider for all services including management, administrative, licensing, technology, curriculum, performance bonuses, and any other amounts paid to the Service Provider, including to any third party vendors, and shall clearly explain the method for calculating such fees or payments.
 - i. The Service Contract shall articulate the terms of any facility agreement that may be part of the relationship, referencing a lease as appropriate, and clearly delineate lease, debt-service or other facilities related fees or costs paid by the Charter School to the Service Provider.
 - j. 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.
- k. 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.
- 1. The Service Contract shall require the Charter School board of directors to directly select, retain and compensate the school attorney and audit firm.
- m. 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.
- n. 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 Charter School Authorizer.
- o. 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.
- p. The Service Contract shall articulate the process and criteria to be used for evaluation of the Service Provider by the Charter School.

3. Financial Reporting

- a. <u>Budget</u>. The budget prepared by the Charter School 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 otherwise budgeted for the Service Contract by the Charter School, with the method for calculating such fees or payments clearly explained.
- b. <u>Financial Statements</u>. 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 entire school's financial operations, including an itemized accounting of all amounts paid to the Service Provider 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. <u>Annual Audit</u>. 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.

d. Reporting of Loans and Investments. All loans to, or investments in, the Charter School by the Service Provider 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'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.

Exhibit O

Audubon Center of the North Woods

Crosslake Community School

Reauthorization Evaluation Report

Issued January 30, 2017

Updates June 7, 2017

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Report Introduction

The Audubon Center of the North Woods (ACNW), 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, Financial, Operations, and Environmental Education performance of each school. These evaluations determine whether ACNW will reauthorize 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 Reauthorization Evaluation framework and information about the ACNW reauthorization process can be found at www.auduboncharterschools.org/what-we-do/.

Recommendation

The ACNW Charter School Division (CSD) recommends that the Audubon Center of the North Woods Board of Directors approve the Application for Reauthorization for Crosslake Community School and renew its charter for a period of five years with authority to provide instruction to students in kindergarten through 12th grade in the manner set forth in the application, with a total enrollment of up to 350 students. New contractual goals are to be developed.

During the current contract period, the school met or exceeded the standard on a majority academic indicators, and met or exceeded the standard on all indicators of environmental education. Student performance in reading and science has been exceptionally strong as measured by state accountability tests and district level assessments. Math performance has been reasonably strong, though the school did not meet most of its goals in this area. Notably, in terms of academic performance, the school was identified as a Reward School by MDE for both FY14 and FY15 performance. The school has achieved this generally strong academic performance while maintaining fidelity to its mission and approach as a community-based school with a strong environmental focus. The school has strong management, governance, and operational systems in place, though opportunities for improvement are evident in some areas. The school's financial position is quite strong.

Areas for improvement to be monitored throughout a new contract term include performance in math as measured by state accountability tests and other assessments, ongoing development of the instructional program, alignment of the mission and vision to the high school program, and accurate and timely posting of school policies to the school's website. The school must also ensure it has insurance in place that meets statutory requirements.

Given the school's track record of meeting its mission, achieving strong academic and environmental education outcomes, and strong performance on key financial, governance, and operations measures, a full-term renewal is warranted.

Resolution

Updated - June 2, 2017

On February 11, 2017, the ACNW Board of Directors adopted the following resolution regarding Crosslake Community School:

RESOLVED, that the ACNW Board of Directors authorizes the ACNW Charter School Division to execute a charter school contract, which will contain performance outcomes informed by the ACNW reauthorization evaluation in the areas of Academics, Environmental Education, Finance, and Operations for a term of five years (July 1, 2017 – June 30, 2022).



School Overview

Mission: To grow environmentally aware, community conscious learners of excellence.

Vision: Crosslake Community School: Where Academics Lead to a Stronger, Healthier

Community.

Description: Crosslake Community School (CCS) is a K-12 public charter school. The school

provides in person education for students in kindergarten through 8th grade and

online education for 9th-12th grade students. In the fall of 2000, Crosslake

Community Charter School opened to students in kindergarten through sixth grade. When the new building was built in 2004, the grades increased from kindergarten through eighth grade. Crosslake Community High School (CCHS) opened its virtual and actual doors to students in August 2014. CCHS provides both comprehensive (full-time/diploma granting) as well as supplemental (part-time) programming as a public online high school in Minnesota. CCHS students can work from home or in a supportive learning lab setting available to students during regular school hours.

Year school opened: 2000

Year began with ACNW: 2009

Current contract period: July 1, 2012 – June 30, 2017

School location: Crosslake

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

Grade levels served: K-12 (Online High School: 9-12)

Number of students: 173

(SY2015-2016 data)

Student demographics: White – 97%

(SY2015-2016 data) Special Education – 21% | FRP – 44%

Performance Evaluation Summaries

Academic				
Indicator 1: Mission Related Outcomes	Meets			
Indicator 2: English Language Learners	Not Applicable			
Indicator 3: Reading Growth	Exceeds			
Indicator 4: Math Growth	Approaches			
Indicator 5: Reading Proficiency	Meets			
Indicator 6: Math Proficiency	Does Not Meet			
Indicator 7: Science Proficiency (and Growth)	Meets			
Indicator 8: Other Proficiency or Growth	Not Applicable			
Indicator 9: Post Secondary Readiness	Rating Withheld			
Indicator 10: Attendance	Meets			
Indicator A: Federal and State Accountability	No Designation			

Environmental Education				
Indicator 1: EE-Based Curriculum Components	Meets			
Indicator 2: Field Trips to Natural Areas	Meets			
Indicator 3: Promote Environmental Stewardship	Meets			
Indicator 4: Elective EE Trend Areas	Meets			
Indicator 5: Ongoing EE Trend Areas	Meets			
Indicator 6: Commitment	Exceeds			
Indicator 7: Science Proficiency	Meets			
Indicator 8: Environmental Literacy	Meets			

Financial				
Indicator 1: Financial Management				
1.1: Budgeting	Meets			
1.2: Financial Policies and Practices	Meets			
1.3: Financial Reporting	Meets			
1.4: Financial Audit	Meets			
Indicator 2: Near-Term Financial Health				
2.1: Current Ratio	Meets			
2.2: Days Cash on Hand	Meets			
2.3: Enrollment Variance	Meets			
Indicator 3: Financial Sustainability				
3.1: Fund Balance Percentage	Meets			
3.2: Total Margin/Aggregated 3-Year Margin	Meets			
3.3: Debt to Asset Ratio	Meets			

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	Meets			
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	Does Not Meet			
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	Does Not Meet			

Academic Performance Evaluation

Overview

The Academic Performance Framework is conducted to determine progress on overall student achievement at the school as well as progress on contractual goals in the charter contract. No single performance area can fully describe a school's academic performance. The performance areas must be used together to construct a complete academic picture of a school.

Performance can best be evaluated when multiple data sets on a given indicator are available for analysis. Just as poor results from a single measure tell an incomplete story, so do positive results from only one measure. ACNW is committed to evaluating the academic performance of a school using all data available, including published state level assessment data as well as school level assessment data provided by the school.

Summary Discussion

Crosslake Community School has demonstrated reasonably strong academic performance over the course of the current contract term. The school met most contractual goals, and met or exceeded the standard in five of eight academic performance indicator areas.

The school is currently meeting all of its contractual **mission related goals,** most notably those related to student engagement in community service and positive school climate.

The school has had strong results in the area of **reading growth** over the past four years, exceeding the standard in this area. The school's overall growth z-score on state assessments has been positive in three of four years (and one year it was just slightly negative), indicating that, on average, students are making more than expected growth in reading. High percentages of students met growth targets on the NWEA MAP assessment. **Math growth** performance has been less strong than that in reading. Reasonably high percentages of students met growth targets as measured by NWEA MAP, and the school's overall growth z-score on state assessments was positive in three of four years. In aggregate over those four years, the overall growth z-score was slightly negative.

In the indicator area of **reading proficiency**, the school has demonstrated proficiency rates similar to that of the state and above that of two comparison schools for the past four years. The low-income student subgroup outperformed the state and that subgroup at comparison schools in over half of the comparisons.

Math proficiency performance as measured by statewide assessments has decreased during the past two years. In FY13 and FY14, the school performed better than the state and comparably to the local district, but in FY15 and FY16, proficiency rates were below both.

Performance in the indicator area of **science proficiency** as measured by statewide assessment has been strong and reasonably consistent – above the state in each of the past four years, and above or comparable to that of the district in three of four years.

In the area of **state and federal accountability**, the school was identified as a Reward School for FY14 and FY15 academic performance, though it did not earn a designation in FY16.

Academic Performance 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?

Contractual Goal:

- 1. By FY17, 100% of the students at Crosslake Community School (CCS) will have engaged in a minimum of 3 different community activities with a minimal time commitment of 10 hours.
- 2. By FY17, the parents of CCS will indicate a 92% satisfaction rating for school communication through the annual parent survey.
- 3. By FY17, the number of office behavioral reports will decrease by 20% from the baseline established at the end of the 2012 school year.
- 4. By FY17, CCS will have an increase of 10 percentage points or reach a 95% student satisfaction rate in the areas of school safety and overall student satisfaction from the baseline established in the 2012 student survey.

Goal Results:

- 1. In FY16, the school reported that students engaged in a number of community activities, including Martin Luther King Jr. Day of Service, roadside clean-up, and Pennies for Patients. The school reported similar activities in FY15 and FY14. Different grades participate in different activities throughout the year; the amount of time participating also varies between grades (for example, students in grades K-4 committed one hour to roadside clean-up while students in grades 5-8 committed two hours). Each classroom participates in at least three different activities annually in excess of 10 hours a year. As such, the school is currently meeting this goal.
- 2. In FY16, 58 of 66 parents surveyed (87.9%) agreed or strongly agreed with this statement: "I feel the school's communication adequately meets my needs." In FY15, 63 of 66 parents surveyed (95.5%) agreed or strongly agreed with this statement: "I feel the school's level of communication meets my needs." In FY14, 39 of 40 parents surveyed (97.5%) agreed with this statement: "The school's level of communication meets your needs." In aggregate over the past three years, the satisfaction rate has been 93.0%. As such, the school is currently meeting this goal.
- 3. The school reported that no major disciplinary reports were filed in FY14 and FY15, thus meeting the goal. In FY16, the school reported that there was only one incident that required reporting to MDE. These low rates are credited to the implementation of PBIS (Positive Behavior Intervention System) and RADkids (anti-bullying training) at the school. Overall, the school is currently meeting this goal.
- 4. In FY16, the school reported that 65 of 66 families surveyed (98.5%) indicated their student(s) feel safe at the school and are happy to have picked CCS as their school. In FY15, the school reported that all 57 families surveyed indicated their student(s) feel safe at the school and are happy with the choice of CCS as their school. In FY14, the school reported that all 74 families surveyed indicated they are happy with the choice of CCS as their school, and only one student did not feel safe. Based on survey results, the school is currently meeting this goal.

Rating:

Meets Standard

Summary Analysis:

The school consistently meets the mission related outcomes included in the charter contract; as such, a rating of Meets Standard is merited.

Academic Performance Indicator 2: English Language Learners

Are EL students at the school achieving adequate progress towards English Language Proficiency?

The school is not evaluated in this indicator area as it does not serve a significant population of English Learners.

Academic Performance Indicator 3: Reading Growth

Are all and subgroups of students meeting expected growth targets in reading?

Contractual Goal:

The reading growth goal is:

• 2.83 percentage point yearly increase of CCS students will meet growth projections on the NWEA MAP for the next 5 years from the FY12 rate to achieve a 75% goal.

Targets:

- > FY12 (baseline): 60.86%
- > FY13: 63.69%
- > FY14: 66.52%
- > FY15: 69.34%
- > FY16: 72.17%
- > FY17: 75.00%

Goal Results:

In FY16, the school reported that 64.2% of students in grades K-8 met growth expectations based on Fall to Spring NWEA MAP results. This is significantly below the target for that year. In FY15 the rate was 60.2%, in FY14 the rate was 72.2% (above the FY16 target), and in FY13 it was 74.5% (just below the FY17 goal of 75%). The average rate for the past four years is 67.8%, which is just below the target for FY15. Based on averaged performance, the school is not on pace to meet its goal in FY17, as the percentage has increased by 1.74 percentage points per year, below the 2.83 percentage point yearly increase needed to reach the goal.

Additional Data:

Average Growth Z-Scores on State Accountability Tests, Reading

	F۱	/13	FY14		FY15		FY16	
Category	Student Count	Average Growth Z-Score	Student Count	Average Growth Z-Score	Student Count	Average Growth Z-Score	Student Count	Average Growth Z-Score
All Students	46	0.193	58	0.447	68	-0.051	87	0.298
FRP	21	0.079	26	0.302	27	-0.136	42	0.344

All Students Average Z-Score (FY13-FY16 in aggregate): 0.221 FRP Students Average Z-Score (FY13-FY16 in aggregate): 0.175

See Reading Growth data in Data Profile (Appendix A) for more information on the school's performance on state accountability tests.

Rating:

Exceeds Standard

Summary Analysis:

While the school is not on track to meet its NWEA goal by the end of FY17, results over the past four years demonstrate that high percentages of students are achieving expected growth targets in reading as determined by NWEA MAP.

The school's average growth z-score in reading on state accountability tests has been positive in three of the past four years for the All Students group and for the Free/Reduced Priced Lunch student group. In FY15, the overall average z-score was barely negative.

The "on track for success" rate for all students exceeded the rates of all comparison entities in FY13, FY14, and FY16. In FY15, the school's rate was less than the rates of the state and the resident district, but greater than the rates of the two comparison schools. For the school's Free/Reduced Priced Lunch student group, the school has exceeded all comparison entities in each of the past four years. The "on track" rate for the school's Special Education subgroup was greater than the rates for the same subgroups at all comparison entities in both FY14 and FY16. In FY15, the rate for this student group was only greater than the rate of one comparison school for the same group.

Although the school is not on track to meet its ambitious goal, the goal itself is almost unachievable. If 75% of students were to achieve expected growth targets in reading as determined by NWEA MAP, this would place the school at approximately the 95th percentile of all schools in the nation. As such, a rating was assigned according to the other criteria provided above. Again, as stated above, high percentages of students are achieving expected growth targets on the NWEA MAP, the school's average z-score in aggregate has been positive, and the percentages of students identified as "on track for success" on state accountability tests has been high relative to comparison entities. As such, a rating of Exceeds Standard is merited.

Academic Performance Indicator 4: Math Growth

Are all and subgroups of students meeting expected growth targets in math? **Contractual Goal:**

The math growth goal is:

• 2.33 percentage point yearly increase of CCS students will meet growth projections on the NWEA MAP for the next 5 years from the FY12 rate to achieve a 75% goal.

Targets:

- > FY12 (baseline): 63.33%
- > FY13: 65.66%
- > FY14: 68.00%
- > FY15: 70.33%
- > FY16: 72.67%
- > FY17: 75.00%

Goal Results:

In FY16, the school reported that 61.8% of students in grades K-8 met growth expectations based on Fall to Spring NWEA MAP results. This is significantly below the target for that year. In FY15 the rate was 64.4%, in FY14 the rate was 81.6% (above the goal), and in FY13 it was 68.2% (just above the FY14 target). The average rate for the past four years is 69.0%, which is below the target for FY15. Based on averaged performance, the school is not on pace to meet its goal in FY17, as the percentage has increased by 1.42 percentage points per year, below the 2.33 percentage point yearly increase needed to reach the goal.

Additional Data:

Average Growth Z-Scores on State Accountability Tests, Math

	FY13		FY14		FY15		FY16	
Category	Student Count	Average Growth Z-Score	Student Count	Average Growth Z-Score	Student Count	Average Growth Z-Score	Student Count	Average Growth Z-Score
All Students	46	0.208	58	0.032	69	-0.509	89	0.219
FRP	21	0.265	26	-0.053	28	-0.597	43	0.276

All Students Average Z-Score (FY13-FY16 in aggregate): -0.016 FRP Students Average Z-Score (FY13-FY16 in aggregate): -0.006

See Math Growth data in Data Profile (Appendix A) for more information on the school's performance on state accountability tests.

Rating:

Approaches Standard

Summary Analysis:

While the school is not on track to meet its NWEA goal by the end of FY17, results over the past four years demonstrate that high percentages of students are achieving expected growth targets in math as determined by NWEA MAP.

The school's average growth z-score in math on state accountability tests has been positive in three of the past four years. All subgroups have had positive growth z-scores in reading in FY13 and FY16. While the FY14 average growth z-score was positive, performance for the FRP subgroup was not as strong as overall performance for the year.

The "on track for success" rate for all students exceeded the rates of all comparison entities in FY13; however, the school's rate decreased over the next two years to a low of 46.3% in FY15. In FY16, this rate improved significantly to 57.4%, exceeding the rates of the state and the two comparison schools. In FY15, the school's on track rate was lower than those of all comparison entities. The school's rate for its Free/Reduced Priced Lunch student group was exceptionally high in FY13 at 75.0%; however, the rate decreased by over 45 percentage points over the next two years. In FY16, the rate sits at 48.9%, which is greater than the rates of the state and the two comparison schools, but less than that of the resident district. The average "on track" rate for the school's Special Education subgroup for the past three years is approximately 33%. Rates for this subgroup have been lower than those of comparison entities, sans one of the comparison schools.

While high percentages of students are achieving expected growth targets on the NWEA MAP, the school's average z-score in aggregate has been slightly negative and the school's performance according to the "on track for success" metric on state accountability tests has been mixed in relation to comparison entities. As such, a rating of Approaches Standard is warranted.

Academic Performance Indicator 5: Reading Proficiency

Are all and subgroups of students achieving proficiency in reading?

Contractual Goal:

- 1. By FY17, 65% of CCS students in grades 3 through 8 enrolled October 1 will earn an achievement level of Meets or Exceeds proficiency in reading according to state standards as measured by all state accountability tests.
- 2. By FY17, 65% of CCS students in grades kindergarten through grade 2 will achieve grade level or higher on school administered tests in reading facts.
- 3. Using data from students enrolled on October 1 who take statewide accountability tests, the CCS 10th grade reading proficiency rate will meet or exceed the state rate or will improve from the 2015 baseline rate by 5 percentage points each school year for the duration of the contract ending on June 30, 2017.

Goal Results:

1. In FY16, 60.4% of students in grades 3-8 were proficient in reading based on state accountability tests. In FY15 the proficiency rate was 53.4%, in FY14 it was 67.1%, and in FY13 it was 60.3%. The aggregate proficiency rate for the past four years is 60.0% (198 of 330 students). Based on aggregate performance, the school is on pace to meet its goal in FY17, as the school achieved that level of performance in the past (FY14) and the proficiency rate has increased by 7.0 percentage points from FY15 to FY16.

- 2. In FY16, the school reported that 65.0% of students in grades K-2 met grade level expectations according to the Rigby leveled reading program and assessment. The Rigby assessment was used in FY16 as it is tied to the school's current literacy plan. In FY15, 64.3% of students in grades K-2 achieved grade level or higher based on Spring NWEA scores. In FY14, the percentage was 61.2%. The school met the target in FY16, and based on increasing rates of students achieving grade level expectations, the school is on track to continue meeting its goal into FY17.
- 3. Counts for this measure are too small to report. As such, this outcome cannot be evaluated.

Additional Data:

See Reading Proficiency data in Data Profile (Appendix A) for more information on the school's performance on state accountability tests.

Rating:

Meets Standard

Summary Analysis:

From FY16 to FY13, the school's average proficiency index on state accountability tests is approximately 70 points. The school's proficiency index has been comparable to that of the state over the past four years; the school has also been outperforming the two comparison schools by this metric.

The school's proficiency rate has remained relatively stable over the past four years, hovering around 60%. This is comparable to the state's performance, as well as to the performance of the two comparison schools. This is mirrored in the proficiency rates of the FRP and SpEd student groups relative to the rates of the same subgroups at the comparison entities. In FY14, the proficiency rate for the school's FRP student group hit a high of 64.7%, which exceeded the rates of all comparison entities by a significant degree.

Since the school is meeting its goals and otherwise has comparable performance data to comparison entities, a rating of Meets Standard is warranted.

Academic Performance Indicator 6: Math Proficiency

Are all and subgroups of students achieving proficiency in math?

Contractual Goal:

- 1. By FY17, 65% of CCS students in grades 3 through 8 enrolled October 1 will earn an achievement level of Meets or Exceeds proficiency in math according to state standards as measured by all state accountability tests.
- 2. By FY17, 65% of CCS students in grades kindergarten through grade 2 will achieve grade level or higher on school administered tests in math facts.

3. Using data from students enrolled on October 1 who take statewide accountability tests, the CCS 11th grade math proficiency rate will meet or exceed the state rate or will improve from the 2015 baseline rate by 5 percentage points each school year for the duration of the contract ending on June 30, 2017.

Goal Results:

- 1. In FY16, 48.5% of students in grades 3-8 were proficient in math based on state accountability tests. In FY15 the proficiency rate was 55.7%, in FY14 the proficiency rate was 69.9%, and in FY13 it was 63.2%. Due to the continually declining proficiency rate from FY14 to FY16, the school is not on track to meet this goal.
- 2. In FY16, the school reported that 54.3% of students in grades K-2 met grade level expectations according to the NWEA assessment. In FY15, 64.3% of students in grades K-2 achieved grade level or higher based on Spring NWEA scores. In FY14, the percentage was 61.2%. Performance over the past three years has been below the target of 65%. As such, the school is not on track to meet this goal.
- 3. Counts for this measure are too small to report. As such, this outcome cannot be evaluated.

Additional Data:

See Math Proficiency data in Data Profile (Appendix A) for more information on the school's performance on state accountability tests.

Rating:

Does Not Meet Standard

Summary Analysis:

From FY16 to FY13, the school's proficiency index on state accountability tests has decreased by over 12 points from 75.7 to 63.0. In FY13 and FY14, the school's proficiency index was greater than those of the state and the two comparison schools, and was comparable to the proficiency index of the resident district.

The school's proficiency rate has also decreased over the past four years, from 63.2% in FY13 to 45.4% in FY16. As with the proficiency index, the school's proficiency rate in FY13 and FY14 was greater than those of the state and the two comparison schools, and was comparable to that of the resident district. The proficiency rate for the school's FRP subgroup has ranged from 61.8% in FY14 to 37.7% in FY15. Performance on state accountability tests for the school's FRP subgroup was strongest in FY13 and FY14 in relation to comparison entities. The school's Special Education subgroup demonstrated strong performance in FY14 with a proficiency rate of 38.5%, exceeding all comparison entities except the district. The proficiency rate for this student group has been around 23% over the past two years, which is similar to that of one comparison school but otherwise below the performance of other comparison entities.

Since the school is not on track to meet its goals and due to mixed performance on state accountability tests in relation to comparison entities and a continually declining proficiency rate, a rating of Does Not Meet Standard is warranted.

Academic Performance 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?

Contractual Goal:

The school does not have a contractual goal in this indicator area.

Additional Data:

See Science Proficiency data in Data Profile (Appendix A) for more information on the school's performance on state accountability tests.

Rating:

Meets Standard

Summary Analysis:

In each of the past four years, the school's proficiency index on state accountability tests has exceeded that of the state (and significantly so in three of those four years). These index rates are comparable to those of the resident district and one comparison school, and higher than the index rates of the other comparison school in all but one year.

The average of the school's proficiency rates from FY13 to FY16 is approximately 65%. The school's proficiency rate has exceeded that of the state in all but one year and is otherwise comparable or higher than the rates of the resident district and comparison schools.

Due to the school's high proficiency index and rate over the past four years, a rating of Meets Standard is warranted.

<u>Academic Performance Indicator 8: Proficiency or Growth in Other Curricular Areas or Educational Programs</u>

Are all and subgroups of students achieving proficiency or meeting expected growth targets in other curricular areas or educational programs?

The school does not have a contractual goal in this optional area and therefore is not evaluated in this indicator area.

Academic Performance Indicator 9: Post Secondary Readiness

Are all and subgroups of high school students prepared for post secondary success?

Updated June 7, 2017

Contractual Goal:

- 1. The Crosslake Community High School (CCHS) graduation rate will meet or exceed the 4, 5, and 6 year state graduation rate or will improve from the school's 2016 baseline rate by 3 percentage points each school year for the duration of the contract ending on June 30, 2017.
- 2. Using data from students enrolled on October 1, the CCHS student course completion rate will meet or exceed the average course completion rate for Minnesota online schools for the prior year or will improve from the school's 2015 baseline amount by 3 percentage points each school year for the duration of the contract ending on June 30, 2017.
- 3. 80% of students who have lower than a 100% course completion rate will improve their course completion rates by 10 percentage points each year in which they are enrolled at CCHS. 80% of students with a 100% course completion rate will maintain that course completion rate each year in which they are enrolled at CCHS.

Goal Results:

- 1. The school's 2016 4-year graduation rate was 13.3% (2 of 15 students). This is greatly below the state rate of 82.2%. Data for the 5-year and 6-year rates is too small to report. 2017 data was not available for review prior to the end of the contract term.
- 2. The school reports that the baseline for FY15 was a completion rate of 83.7%. In FY16, this rate dropped to 64.5%. It is unclear how this performance relates to the course completion rates for Minnesota online schools for the prior years. Course completion rates for full-time online students in Minnesota dropped from 84% in FY07 to 63% in FY10. Part-time completion rates have been between 65% and 78% during this period of time.
- 3. Performance results of students who had lower than a 100% course completion rate are too small to report. Of the students who had a 100% completion rate in FY15, only 50% maintained that rate. As such, the school did not meet this outcome.

Additional Data:

No other data is available for review.

Rating:

Rating Withheld

Summary Analysis:

Although data is limited, the school is not currently meeting the outcomes agreed upon in the charter contract for this indicator area (for which data is available). However, the school's high school program was only recently implemented, and results are based on extremely small student counts. ACNW expects stronger performance in this area as the school continues to improve the program and through new outcomes based on historical data. A rating is withheld at this time until a complete data set is available for this indicator, including graduation rates for multiple years.

Academic Performance Indicator 10: Attendance

Are students attending the school at high rates?

Updated June 7, 2017

Contractual Goal:

The school does not have a contractual goal in this indicator area.

Additional Data:

See Attendance data in Data Profile (Appendix A) for more information.

Rating:

Meets Standard

Summary Analysis:

The school's FY16 attendance rate of 88.8% demonstrates an attendance rate lower than the state's rate and the school's rate in previous years (which were above 95%). This is due to the addition of the online high school. Over the past four years, the average of the school's annual attendance rates is 93.7%. Overall, this performance level merits a rating of Meets Standard.

Academic Performance Indicator A: Federal and State Accountability

How is the school performing according to federal and state accountability measures?

Current Designation:

No Designation

Historical Data:

See Multiple Measurement system information in Data Profile (Appendix A).

Current Results and Analysis:

2016 Multiple Measurement Rating (MMR) and Focus Rating (FR):*

MMR FR		Designation	Comparison Group	
58.99%	63.22%	No Designation	Elementary School	

MMR by Domain

Proficiency	Growth	Achievement Gap Reduction		
4.85 / 25.00	20.28 / 25.00	19.11 / 25.00		
19.40%	81.12%	76.44%		

FR by Domain

Achievement Gap Reduction	Focused Proficiency		
19.11 / 25.00	12.50/ 25.00		
76.44%	50.00%		

*Elementary School data only. Performance data is not available for Crosslake Community High School.

The school's high school program was not evaluated due to the small student counts. The elementary school (representing grades K-8) received an MMR score of 58.99% in 2016, which means the school achieved that percentage of the total possible points in the domains of Proficiency, Growth, and Achievement Gap Reduction. In the domain of Proficiency, the school earned 19.40% of possible points. None of the included student groups met their proficiency index targets in math; in reading, only the Special Education and Free/Reduced Priced Lunch student groups met their targets.

In the domain of Growth, the school earned 81.12% of possible points due to the positive combined z-score of 0.319 (with average growth z-scores in both subjects being around that value as well). The domain of Achievement Gap Reduction uses average growth z-scores to compare designated student groups against their counterparts statewide (for example, the school's FRP student group is compared to the state's non-FRP student group). The school earned 76.44% of possible points in this domain. Notably, all designated student groups exceeded their statewide targets in both subjects.

The school's FR score for 2016 was 63.22%, which means the school achieved that percentage of the total possible points in the domains of Achievement Gap Reduction and Focused Proficiency. In the domain of Focused Proficiency, the included student groups were: Free/Reduced Priced Lunch and Special Education. As stated above, these two groups met their proficiency index targets in reading, but not in math. As such, the school earned 50.00% of the possible points for this domain (two of four targets met).

Environmental Education Performance Evaluation

Overview

The Environmental Evaluation (EE) Performance Evaluation is conducted to determine the school's impact on students' environmental literacy. No single performance area fully describes a school's environmental focus or performance on its EE-related goals. The performance areas are to be used together to construct a complete picture of the school's EE efforts and successes.

The Audubon Center of the North Woods 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. 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.

Summary Discussion

Overall, Crosslake Community School implements an environmental education program that meets ACNW's expectations and aligns with its mission and vision. The school demonstrates commitment to increasing students' environmental literacy through its academic program, operational decision-making, and financial commitment. In addition, the school is building systems to ensure environmental education is consistent and equitable across grade levels, such as an Environmental Education Committee, teacher professional development, and school-wide EE initiatives.

Despite having activity-based goals (focused on what students and staff are doing rather than learning) the school has made significant progress in increasing the environmental literacy of its students by integrating environmental education into its academic program, especially middle school science. School leaders and faculty have created an easily observable school culture that encourages students to learn by doing, get outside, and demonstrate environmentally sustainable actions (e.g. recycling).

The school's efforts in the trend areas related to its food program, outdoor education, outdoor recreation, and EE-trained teachers contribute to the school's overall success. In its Reauthorization Application, the school has identified the high school as an area for EE-related growth, as well as staffing.

The school meets the standard in every required and elective indicator area. The school has identified areas where it can strengthen its EE program, which includes setting clearer contractual expectations with ACNW, and has demonstrated a commitment over the course of its contract to ensuring teachers and students have the resources they need to undertake the work of building environmental literacy. CCS's achievements and progress toward its contractual EE goals is commendable, and its performance demonstrates a strong commitment to fostering environmental literacy among its students, staff, and faculty.

EE Performance Indicator 1: EE-Based Curriculum Components

Does the school integrate environmental education into existing traditional and nontraditional discipline areas?

Standard:

There is evidence that the school employs EE as a strategy to teach about the environment (concepts related directly to the natural environment), with the environment (hands-on or interdisciplinary methods using real-life materials, objects, or situations), or in the environment (place-based and/or experiential learning opportunities outside the classroom).

Contractual Goal:

Primary students will engage in two of the following activities each year:

- 1. Go on their nature walk to the Odegaard Nature area in the fall and collect leaves to do there are project and to do fall nature writing.
- 2. Will do spring trash cleaning in the community and weigh the amount of trash they collected by class.
- 3. Plant trees with the local DNR in areas of the community and monitor their growth each year.
- 4. Plant a garden area and record the growth of the plants.
- 5. Engage in a school-wide program provided through the MN Zoo or another like assembly.

Middle school students will engage in two of the following activities each year:

- 1. Work with the local Army Corp of Engineers to do water quality testing and monitor it from year to year.
- 2. Will do spring trash cleaning in the community and weigh the amount of trash the collect by class.
- 3. Plant trees with the local DNR in areas in the community and monitor their growth each vear.
- 4. Study the local flora and fauna and develop a plan to protect or improve their habitats.
- 5. Engage in a school-wide program provided through the MN Zoo or another like assembly.

Rating:

Meets Standard

Summary Analysis:

In its FY16 EE Survey, the school provided a robust list of ways in which teachers in each grade level incorporated EE into their teaching, including specialists (e.g. gym, music). The EE Coordinator collects this data monthly "to help the EE committee make further plans to help teachers implement lessons or curriculum about our environment. [...] With more information, we hope to make a more informed decision on how and what we need to implement EE on a school-wide basis." In addition, this process helps teachers identify ways to use EE strategies in disciplines other than science, although it's clear from classroom observations and reviewing reports submitted by the school that EE is most evident in middle school science curriculum.

On two separate site visits in SY15 and SY17, the students interviewed indicated that environmental education is integrated into the middle school science curriculum and were able to describe both content and how that was translated into action. Students were generally very excited to share what they'd learned, and many indicated that science was their favorite subject (in part due to the opportunities for going outside for environmental education). In addition, during

the course of the visits several students demonstrated TOLBY (Turn Off Lights Behind You), indicating that this message is reinforced throughout the school.

School leaders and faculty have created an easily observable school culture that encourages students to learn by doing, get outside, and demonstrate environmentally sustainable actions (e.g. recycling). While many teachers contribute to the growth of this school culture, much of the students' environmental literacy is grown in one particular middle school science classroom.

The school met its contractual goals and ACNW's standard in this indicator area. During site visits, ACNW evaluators noticed evidence of EE-based curriculum components across disciplines, and interviews with students indicate ongoing learning about the environment and their community. The school demonstrates a clear commitment to increasing environmental literacy among its student population, and invests ample curricular resources and classroom time toward achieving its goals. The school uses the environment as both a classroom and a subject, and integrates these topics throughout disciplines.

EE Performance Indicator 2: Field Trip to Natural Areas

Does the school engage in nature-related outdoor experiences at least twice per school year?

Standard:

Students visit outdoor areas for learning about the natural environment at least twice per school year. These field trips should provide a learning experience about the environment in which the trip takes place (rather than merely a recreational activity), and should supplement, rather than supplant, in-classroom learning activities.

Contractual Goal:

Students will engage in two of the following activities each year:

- 1. Plant pumpkins on site and then as a school plant them at a local farm for harvesting in the fall
- 2. Go to Trout Lake Camp for a fall environment excursion.
- 3. Nature walk at a local naturalist area, or the Community Center trails as a class or group.
- 4. Take part in the DNR water safety courses.
- 5. Go to the Bemidji educational center and have one course on animals.

Rating:

Meets Standard

Summary Analysis:

CCS has made significant progress in this area since ACNW's last evaluation of its environmental education program in 2014. All students visit at least two outdoor areas for learning about the natural environment; the FY16 EE Survey indicates that some students participate in additional nature-related learning opportunities. In addition, interviews with students, teachers, and the school leader indicated that students, especially in science class, use the grounds around the school for observations, journaling, bird counts, and other nature-related activities.

In its FY15 Annual Report, the school indicated:

As a core component of our mission in relation to Environmental Education, our goal is to help our students understand how our environment impacts us and how we, in turn, impact our environment. Whether our students attend presentations here at school, or take field trips to other areas of the state, our purpose is to always place in front of them the relationship between our actions and the results of our actions.

Two examples of this relationship between presentations or learning experiences and our actions come from our Phenology and Earth Day presentations. In both cases, the information shared has led to actions that impact our interaction with nature, whether it comes in the form of "Phenology Friday" research or the planting of trees, our students are learning the importance of taking care of our environment.

The school met its contractual goals and ACNW's standard in this indicator area. Students and teachers engage in nature-related outdoor experiences, although the school has an opportunity to equitably and consistently expand access across classrooms to this type of learning through increased teacher training, focusing on confidence and capacity. In general, field trips supplement in-classroom learning and support curriculum. Additionally, many of the field trips combined recreational activities with opportunities for learning in, with, and from the natural environment.

EE Performance Indicator 3: Promote Environmental Stewardship

Do students and faculty engage in activities that promote environmental stewardship at home and in their community or neighborhood?

Standard:

The school provides EE learning opportunities to a larger, school-related community at least twice per year. Students and faculty model sustainable practices, share knowledge of environmental education, and experience environmentally focused activities with the larger school community or neighborhood. The school provides opportunities for students to pass forward to their families the ideas and skills they've learned.

Contractual Goal:

- 1. Include earth-friendly tips for parents in our weekly Lumberjack Newsletter.
- 2. Invite the media to the tree planting and pumpkin harvesting.
- 3. Be a local recycling drop off site for ink cartridges, cell phones, and plastic bottles.
- 4. Participate in the Green Sneakers annual fundraiser.

Rating:

Meets Standard

Summary Analysis:

CCS has increased its activity in this area significantly over the course of the contract period. In the 2015-2016 school year, the school reported a variety of activities intended to engage families and the community. Examples include a family science night, display at the Crosslake Community Center about environmental issues (e.g. eco-friendly holidays, pollinators, recycling), stenciling

sewer grates with "no dumping" messages, and an Earth Day music program. Over the last few years, the school has also received coverage in the local paper for its environmental activities, such as water quality testing and a "farm to table" pumpkin fundraiser.

CCS's performance in this indicator area meets standard. The school provides opportunities for its school community to learn about environmental stewardship, and for students to pass forward what they've learned in the classroom as they model sustainable practices.

EE Performance Indicator 4: Elective EE Trend Areas

Does the school participate in at least two activities in at least two trend areas?

Standard:

The school participates in a minimum of two activities in two elective trend areas. The activity must be unique to the indicated trend area and may not be used as evidence in another trend area or under the required elements. The school must demonstrate that its students, faculty, leadership, and/or staff participated in a minimum of four activities each school year.

Contractual Goal:

- 1. Food Program
 - a. Use permanent vs. disposable utensils and trays.
- 2. Natural vegetation/ wildlife use
 - a. Plant a school garden at local farm and tend it. Then use the harvest for school projects and to sell to support field trip activities.

Trend Area(s):
☐ EE-trained teachers or experts
☐ Energy efficiency
☐ Natural vegetation/wildlife use
Outdoor recreation
Operations & Finance
☐ Waste reduction

Rating:

Meets Standard

Summary Analysis:

Food Program

On an FY15 site visit, evaluators noted that the school surveyed students to determine food preferences in order to decrease food waste. The school has not tracked the change but reports, anecdotally, that food waste has decreased as a result. In addition, the school implemented TOLBY, an energy reduction initiative focused on turning off the lights in unused spaces.

In addition, the school reported in its FY16 EE Survey:

One example is our use of composting bins for food waste left over from our lunches that we serve. All students have the opportunity to participate in this process and learn how we can re-use food waste to reduce our amount of trash carried out daily.

Natural vegetation/wildlife use

In its FY15 Annual Report, the school indicated:

The elementary students annually participate in the growing of pumpkins in partnership with a local farmer. Students plant and harvest the pumpkins and use the pumpkins to prepare a unique chili recipe that is used as a fundraiser. Students learn the value of growing their own food and how they can benefit in a number of ways.

In addition, in a November 2016 interview the EE Coordinator reported that elementary school students participate in Project Feeder Watch, a winter-long survey of birds that visit feeders near the school. Middle school students participate in "Phenology Friday," making weekly observations about a specific area of the schoolyard.

CCS's performance in this indicator area meets standard. Students participated in at least two activities in both of the school's elective trend areas.

EE Performance Indicator 5: Ongoing EE Trend Areas

Does the school participate in at least two activities in at least two additional trend areas?

Standard:

The school participates in a minimum of two activities in two additional elective trend areas. During the school's first contract period, participation in only two trend areas is required. In each successive contract period, the school must participate in at least two additional trend areas with a minimum of two activities in each of the selected trend areas. The activities must be unique to the indicated trend area and may not be used as evidence in another trend area or under the required elements. The school must demonstrate that its students, faculty, leadership, and/or staff participated in a minimum of four activities each school year.

Contractual Goal:

- 1. EE-trained Teachers or Experts
 - a. Have our current trained staff in Project Wet will present to the staff each year.
- 2. Outdoor Recreation
 - a. Middle School students will engage in classes for archery and have the opportunity to join the school archery team.
 - b. CCS students will be given the opportunity to do cross-country skiing and/or snowshoeing at the Crosslake Community Center trails through the physical education program.

Trend Area(s):
☐ Energy efficiency
Food program
☐ Natural vegetation/wildlife use
Outdoor recreation
Operations & Finance
☐ Waste reduction
Rating:
Meets Standard

Summary Analysis:

Outdoor Recreation

In its FY15 Annual Report, the school provided the following:

Archery. Crosslake Community School has a long standing tradition in our archery program. Students are able to participate in archery as part of our regular curriculum as well as compete inter-scholastically.

Snowshoeing. Through a partnership with the City of Crosslake, several dozen snowshoes were purchased, allowing our students to snowshoe during the winter months.

EE-trained Teachers or Experts

In its FY16 Annual Report, the school indicated that the school's EE Coordinator, a middle school science teacher, surveyed teachers to gauge their knowledge of environmental topics, and then organized or provided at least two training opportunities for teachers to build their content knowledge and confidence teaching with environmental topics. In addition, the school has an Environmental Education Committee comprised of staff that determines the school's EE focus and initiates programs, which builds staff buy-in and support for EE programs, and creates additional opportunities to integrate environmental education across curricula. Continuing teacher professional development around environmental education is critical to ensure that all staff and faculty have the capacity to implement activities in alignment with the school's EE goals, as well as track and report on the school's progress.

CCS's performance in this indicator area meets standard. Students participated in at least two activities in at least two additional trend areas.

EE Performance Indicator 6: Commitment

Does the school have resources in place to carry out EE mission match activities?

Standard:

The school has clearly stated EE contract goals, and makes use of resources available (from both the Audubon Center of the North Woods and other environmental learning organizations) to further develop their EE efforts. The school implements a systems approach to environmental education to make it relevant to all learners and their needs.

Contractual Goal:

The school did not have a stated goal in this indicator area.

Rating:

Exceeds Standard

Summary Analysis:

The school's mission is "to grow environmentally aware, community conscious learners of excellence." In a November 2016 interview during a site visit to the school, the school leader, Todd Lyscio, indicated that the school is making an effort to make the environmental part of the mission more evident throughout the school, including facilities, technology, and purchasing, as well as curriculum. In addition, the school is developing plans for a new site within the community and will focus on reaching environmental goals such as energy conservation, passive solar, and rainwater capture, as well as other programming opportunities (e.g. greenhouse, hydroponic lab).

In its FY16 Annual Report, the school indicated:

At Crosslake Community School, a portion of our mission is to not only increase environmental literacy, but more so to create a level of awareness for our students and families on how our actions impact our environment with the hopes that we will increase the positive behaviors and reduce the negative.

The school has a recycling program in place and is working to build in composting. The school's EE Coordinator has visited each classroom to help teachers and students better understand how to sort and dispose of waste in the classroom and lunchroom. It its FY16 EE Survey, the school reported:

In another example we continue to work with our students on recycling initiatives, including paper and plastic and aluminum can recycling. These procedures and practices are supported by our students themselves.

In its FY15 Annual Report, the school indicated that it funds EE activities appropriately through its field trip budget, as well as making other efforts to reduce waste throughout the school:

CCS commits to environmental education by providing resources for field trips around our area that emphasize our relationship to the environment. We do what we can to re-use scratch paper, recycle items where we can and communicate as much as possible with our families using resources such as our Trailblazer Times, a weekly publication that is sent electronically. Board meeting materials are paperless with the exception of hard copies that are made available for the general public at our meetings.

The board is not currently engaged with monitoring the school's progress toward its EE goals in a meaningful way as evidenced by board meeting minutes and interview with the school leader.

Because the EE goals are a key part of the school's contract with ACNW, the board should regularly receive a report on the school's activities and monitor the school's progress to ensure it is meeting the goals laid out in its charter.

The school meets standard in nearly every required and elective indicator area. Although there is room for growth, its achievements and progress toward it contractual EE goals are commendable, and its performance demonstrates a strong commitment to fostering environmental literacy among its students, staff, and faculty.

EE Performance Indicator 7: Science Proficiency

Are all and subgroups of students achieving proficiency in science?

Standard:

Data provides compelling evidence that an increasing percentage of students meet or exceed the grade level standard in science proficiency. This indicator is also used on the Academic Performance Evaluation. It is included as part of this evaluation because of the established connection between science proficiency and environmental literacy.

Rating:

Meets Standard

See Academic Performance Indicator 7 above for more information on the school's performance on this indicator.

EE Performance Indicator 8: Environmental Literacy

Are students knowledgeable about the environment, and have the capacity and commitment to engage in inquiry, problem solving, decision-making, and action to foster environmental sustainability?

Standard:

Students demonstrate the knowledge, skills, attitudes, motivation, and commitment to work individually and collectively toward sustaining a healthy natural and social environment. 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.

Contractual Goal:

Students, staff, and parents at Crosslake Community School will increase their environmental literacy, and develop the knowledge, skills, and attitudes to support a sustainable, healthy, environment.

Rating:

Meets Standard

Summary Analysis:

In its FY16 Annual Report, the school outlined its approach to environmental education:

Because we value a hands-on, experiential learning environment, we take advantage of whatever opportunities we have during the year to engage our students in activities that foster their understanding of the environment. Whether through regular water testing in our area of the state to a study of phenology or working with our compost bins, students have a chance to learn by doing when it comes to issues of our environment.

How do we know students are becoming more environmentally literate? Several items stand out here. One is the level of engagement our students have with our recycling and waste reduction program at our school. Students are actively involved in the collection of recyclable items and seeing they are properly placed in recycling containers. Students are responsible for our composting bins and students are actively involved in programs such as "Project Feeder Watch" and on-going phenology activities.

We also take what might be considered a "science only" topic and have worked to embed environmental literacy throughout our curriculum, embedding it whenever possible into all disciplines.

The school's EE program has expanded significantly over the course of the current contract, and has demonstrated that its academic program and operations reflect a commitment to increasing environmental sustainability. Currently, the school does not have a measure of environmental literacy beyond science testing; however, the combination of curricular integration and commitment from school leadership are likely producing more environmentally literate students. Moving forward, ACNW will work with the school to develop and implement measurable goals specifically related to improving the environmental literacy of students, faculty, and staff, and documenting evidence of that change.

Financial Performance Evaluation

Overview

The Financial Performance Evaluations 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. In completing the evaluation, ACNW 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, board treasurer, and financial service provider. No one measure provides 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.

Summary Discussion

Crosslake Community School has maintained very strong financial performance during the current contract term, and has met the standard on all measures in each of the past two years. Financial management has been strong: the board has conducted effective budgeting, the school has consistently earned the MDE School Finance Award, and the school's financial audits have included no findings.

All indicators of short-term and long-term financial health are healthy which is very important as the school continues its growth. The fund balance percentage if 27.2% at FY16 year-end and enrollment targets have been met or exceeded for each of the last two years. The school continues to be well positioned for sustainability and growth.

Summary of Financial Performance

Financial Statements - Three-year Summary							
	2014	2015	2016				
Balance Sheet							
Cash	\$416,568	\$323,687	\$260,439				
Current Assets	\$582,187	\$554,808	\$691,547				
Non-Current Assets	\$14,715	\$8,403	\$4,337				
Total Assets	\$596,902	\$563,211	\$695,884				
Current Liabilities	\$104,029	\$112,194	\$166,463				
Non-Current Liabilities	\$0	\$0	\$4,368				
Total Liabilities	\$104,029	\$112,194	\$170,831				
Net Assets	\$492,873	\$451,017	\$525,053				
Income Statement (All Funds)							
Total Revenue	\$1,403,464	\$1,671,217	\$2,092,086				
Total Expenditures	\$1,444,386	\$1,706,762	\$2,009,615				
Sale of Equipment	\$21,094	\$0	\$0				
Surplus (Deficit)	-\$19,828	-\$35,545	\$82,471				
Total Fund Balance	\$478,159	\$442,614	\$525,085				
Enrollment Information - Pupil Units (PU)							
Budgeted Enrollment	146.01	155.97	164.82				
Actual Enrollment	135.35	152.10	201.60				

Financial Performance Evaluation -Summary						
Management Indicators	2014	2015	2016			
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	5.60	4.95	4.15			
Days Cash on Hand	122	83	60			
Enrollment Variance	92.7%	97.5%	122.3%			
Sustainability Indicators						
Fund Balance Percentage	34.9%	27.2%	27.2%			
Total Margin/Aggregated Three-Year Total Margin	-1.4%/1.5%	-2.1%/-0.9%	3.9%/0.5%			
Debt to Asset Ratio	0.17	0.20	0.25			

Financial Performance Indicator 1: Financial Management

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

Rating:

Meets Standard

Summary Analysis:

The board has consistently approved 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 reviews and approves quality financial statements and typically makes mid-year budget adjustments as warranted, though it is worth noting that the FY16 budget to actual variances were relatively high at 9.3% for revenues and 6.8% for expenditures.

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

Rating:

Meets Standard

Summary Analysis:

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. 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?

Rating:

Meets Standard

Summary Analysis:

Document reviews and the annual audit confirm that the school completes its financial reporting obligations in an accurate and timely manner. The school has consistently earned the MDE School Finance Award during the current contract period.

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

Rating:

Meets Standard

Summary Analysis:

The school has consistently had annual audits that include unqualified ("clean") opinions with no findings and no expression of concerns about the school's financial operations.

Financial Performance Indicator 2: Near Team Financial Health

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

Calculation

Carculation: Current Ratio = Current Assets divided by Current Liabilities
Rating:
Meets Standard:
\boxtimes 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.
Falls Far Below Standard:
Current Ratio is less than or equal to 0.9.
Summary Analysis:
The school's current ratio has remained at or above 4.15 for each of the past three fiscal years, well
above the standard, indicating that the school has been well positioned to meet current obligations.
2.2 Days Cash: Does the school have sufficient cash on hand to fund operations?
Calculation: Days Cash = Cash divided by (Total Expenses/365)
Average of December 31 and June 30 of the fiscal year.
Rating:
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.
Summary Analysis:

The school's days cash on hand has remained at or above 60 days over the past three fiscal years. This is well above the standard and has limited the school's need for any short-term borrowing.

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

Enrollment Variance = Actual Enrollment divided by Projected Enrollment

Rating:
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%.

Summary Analysis:

The school's enrollment variance has met the standard in each of the past two years, though it did not meet the standard in FY14. The FY16 variance was 122.3% indicating that enrollment was well above projections, primarily due to very conservative projections for the high school program.

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?

Calculation:

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

Rating:
Meets Standard:
☐ Fund Balance Percentage is greater than or equal to 25.0%.
Does Not Meet Standard:
Fund Balance Percentage is between 10.0-24.9%.
Falls Far Below Standard:
Fund Balance Percentage is less than 10.0%.

Summary Analysis:

The school's fund balance percentage has remained above 25% during the current contract term, though it has decreased slightly over the past three years due in great part to the school's growth. The current fund balance of over \$500,000 supports the school's ongoing growth plans.

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?

Calculation:

period.

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

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

Rating:
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
\square 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 the 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%.
Summary Analysis:
The school has met the standard in this area in four of the past five years. The FY16 total margin
was 3.9% and the three-year total margin was 0.5%, which includes a planned spend down of the
fund balance to support the school's growth during FY15.
3.3 Debt to Asset Ratio: Does the school have sufficient resources to manage its debt?
Calculation:
Debt to Asset Ratio = Total Liabilities divided by Total Assets
Deting
Rating: 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.
Summary Analysis:
The school's debt to asset ratio has remained at or below 0.25 in each year of the current contract

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, ACNW 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 incorporates 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, and others. This framework was derived through a review of model authorizer practices and expertise in the field. It was created to provide a clear picture of the school's operational standing.

Summary Discussion

Crosslake Community School is a well-run organization that has been in operation for over 15 years. The school demonstrates fidelity to its mission and vision by providing an environmentally-conscious and community-oriented learning program (the "Crosslake Experience). This is especially evident in the K-8 program. It is less clear how the new online high school program is also able to provide this community experience.

The teaching and learning program at the school is fully established in many ways, but also has opportunities for growth (by, for example, establishing a school-wide approach to use assessment data across grade levels). Teachers are provided many professional development opportunities in which to participate. The school implements a comprehensive special education program to meet the needs of its students, approximately 20% of whom have IEPs.

The school's board of directors has demonstrated overall strong performance, although areas for improvement are evident. The board is well-trained and meetings are well-run, focusing on the key issues of governance at the school, including review of academic and financial performance, review of policies, and conducting an annual evaluation of the school director. The school board has had a minor issue with appropriate implementation of Open Meeting Law.

The school is located in quality facilities across three building on two sites; this includes a learning lab setting for high school students to use during regular school hours. Parents and students feel CCS provides a safe and secure learning environment.

The school has appropriate policies and practices in place to protect the rights of students and employees, and the staff retention rate has been high, facilitating continuity of the program.

Prior to execution of a new contract, the school must provide evidence of insurance coverages consistent with statute. The school must also update its website by posting its revised, compliant lottery policy and an approved policy for the purchase of group health insurance.

Operations Performance Indicator 1: Education Program

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

Rating:

Meets Standard

Summary Analysis:

As outlined in the current contract, the mission of CCS is "to grow environmentally aware, community conscious learners of excellence" and the vision of CCS is "Where academics lead to a stronger, healthier community."

In order to fulfill its mission and vision, the school is dedicated to maintaining small class sizes and a student to staff ratio of 19:1. CCS has employed multi-age instruction with an emphasis on being community oriented and environmentally conscious. At the high school level the staff to student ratio is 40:1 in an online setting. The school also employs a full-time special education teacher and a director of the online learning program along with a licensed guidance counselor.

The school fulfills the primary purpose of charter schools by raising student achievement, as primarily evidenced by performance on statewide assessments. To fulfill two of the school's other contractual statutory purposes – increasing learning opportunities for pupils and encouraging the use of different and innovative teaching methods – staffing and instruction at CCS is specifically designed so that small educational teams work in a community environment where each teacher knows the students, their families, and their learning styles. Because students remain in the same classroom for two years, teachers know individual students' strengths and weaknesses.

The school stated in its annual report that in order to fulfill its final statutory purpose of creating new professional opportunities for teachers, its teachers engage is PLCs which are run by the teachers. Teachers also participate in peer coaching along with content specific professional development opportunities. As learned in ACNW interviews, teachers value that they are able to engage in these professional development opportunities with each other.

The CCS online high school is a new venture for the school; it is unclear as to how the school's vision and mission of being a community school and providing the Crosslake Experience to its students translates to the high school program, though staff report that the school is working on these aspects.

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

Rating:

Approaches Standard

Summary Analysis:

Director Todd Lyscio oversees the instructional team and all operations of the school. K-8 teachers are able to take ownership of their classrooms, which allows them to be creative in their approaches. The school is focusing on Marzano protocols to develop a school-wide instructional approach at the K-8 level, which is still in process. Similarly, while teachers gather and use data in their classrooms, such as pre- and post-tests and formative assessments, it is not clear that there is a school-wide approach to the use of data across grade levels, though staff participated in a three-day retreat focused on gathering and disaggregating data during the summer of 2016.

The staff has been recently engaged in professional development related to the Marzano protocols focused on instructional best practices, including learning goals and targets for student learning. The staff meets weekly for professional development and PLCs, which appear to be focused more on instructional and behavior management strategies than review of student data.

The high school program is delivered primarily in an online format through Odysseyware Academy (OWA), which provides the licensed teachers. Learning coaches are hired by the school to check in with students, monitor progress, and support pacing of learning. High school staff meet in person at the beginning and end of the year to participate in professional development. Throughout the year, high school staff met by phone, webinar, or instant message. The director of online programming typically holds weekly meetings with each area of staffing (e.g., admissions, school counselors, special education). Licensed high school staff also have access to Infitec staff development modules. The two learning coaches have significant relevant experience and one is a licensed teacher.

K-8 teachers engage in reviewing curriculum to ensure it is aligned to state standards. With music, art, science, and experiential learning activities in addition to core academics, particularly at the K-8 levels, the school's education program provides a deep and rich curriculum that is culturally appropriate for its students. This is less clear at the high school level, though the high school is working to enhance a course called the "Crosslake Experience" as well as implement art courses, preparation for post-secondary success, including an online Ramp Up for Readiness course.

The multi-age classrooms in K-8 are designed so that students who need assistance are able to gain additional time to catch up with their classmates, or, for those who desire, move ahead. The school uses Individual Learning Plans, RTI, Title I, and special education programs to identify individual student strengths and weaknesses and to prescribe interventions.

High school students are equally able to work at a pace that suits them. The program serves students with a variety of needs such as special education, various medical conditions, gifted/accelerated learning, flexible scheduling for volunteers/workers, and social/emotional needs.

The school continues to develop a vision for the high school program, and the K-8 program, while fully established in many ways, has the opportunity to further develop systems that can survive transitions at the leadership or teacher level.

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

Rating:

Meets Standard

Summary Analysis:

Review of school calendar information from the last four years and MDE data indicates that the school has complied with applicable law as it pertains to required number of student days and hours.

Graduation requirements are consistent with state graduation standards.

The school's director, MDE, and annual report data indicate that required assessments are taking place. The school's district assessment coordinator is Jennifer Miller.

CCS offers Title I services for students who qualify for that level of support. In addition, the school uses the RTI framework for additional interventions to support students in need of such services. The school's free and reduced-price lunch population has remained between approximately 37-45% during the course of the current contract.

ACNW has no evidence that other requirements of this measure have not been met.

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

Rating:

Meets Standard

Summary Analysis:

In FY16, approximately 20% of the school's student population was identified as in need of special education services.

CCS employs one licensed special education teacher who serves as the lead special education instructor and two additional teachers working with waivers in the special education department. Paraprofessionals are also utilized. Heidi Hahn serves as the Special Education Director, and overall program support comes from the Paul Bunyan Special Education Cooperative.

The school implements appropriate Child Find through its Student Success Team and programs such as RTI and Title I. Interventions and referrals to special education are implemented appropriately.

The school primarily employs an inclusionary approach, with some students receiving pull-out services in speech, reading, and math. As observed by ACNW evaluators, students who receive Special Education support are provided services in a calm and caring environment.

Students with IEPs who enroll in CCHS have their plans reviewed by SpEd Teacher Gena Jacobson, who then holds an IEP meeting and amends the document if needed. Gena coordinates with OWA

staff to provide appropriate supports and accommodations through the software; paperwork is on file with OWA to document this. Teachers can access these documents, and Gena schedules additional supports and services for students according to their IEPs. Services are primarily provided via Google Hangout or inside the Canvas LMS with a conferencing feature. Students who attend the lab in-person are provided para support if needed. If an enrolled student needs inperson supportive services that CCHS cannot provide, the school coordinates with nearby districts to purchase services per their IEP.

MDE is currently conducting a full fiscal and program review of the school's special education program.

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

Rating:

Meets Standard

Summary Analysis:

CCS has not had students identified as being English Language Learners over the term of the current contract; however, the school administers the Home Language Questionnaire to families upon enrollment.

The school has considered the practices it would implement should an English learner enroll at the school. Upon such an enrollment, the school will need to have in place a full English Learner Plan of Service, a framework for which is available at the MDE website.

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

Rating:

Meets Standard

Summary Analysis:

The school surveys families each fall regarding their satisfaction with the school. Over the past three years, approximately 99% of respondents indicated that they were satisfied or very satisfied with the "choice of CCS as a school" for their student.

Approximately 60-70 families respond each year, and the school has the opportunity to increase the response rate.

Parents and students interviewed in site visits affirm that they are pleased with the academic program at CCS and feel that the school is a community which is safe and supportive.

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?

Rating:

Meets Standard

Summary Analysis:

New board members were recently seated at the January 2017 board meeting. The board is currently composed of four teachers, three parents, and one community member. Elections are held annually each winter and appear to be carried out consistent with MN Statutes and the school's bylaws.

Board members, including teachers, individually and collectively demonstrate an understanding of the difference between governance and management.

Board members participate in initial and ongoing training including professional development provided by MSBA, MACS, DIECI school finance, and the ACNW Leaders Retreat.

CCS does not have a clearly defined policy for board member background checks, though background checks are conducted on all board members. Language in the school's current background check policy indicates that the background check process can be applied to volunteers, which would encompass board members since they are not paid for their positions. The school's current policy will be reviewed by the board at the February meeting to determine any specific language changes.

Through interviews with staff, it has been expressed that there has not always been representation of all grade levels on the board. Because of the unique nature of the school's design, the board may consider having representatives from the elementary, middle, and high schools.

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

Rating:

Approaches Standard

Summary Analysis:

School board meetings are well conducted and, for the most part, have been in compliance with MN Open Meeting Law. Board meetings are conducted monthly with meeting information posted on the sign outside of the school office, on the door at the community center where the meetings take place, and on the school's website. Meetings are accessible to the public.

Based on review of board materials and minutes, the board engages in the appropriate level of oversight for the school. Finances and academic reports are reviewed regularly. It is evident that the board also engages in review of its policies.

Meeting minutes for the June 2016 board meeting indicate that the board went into closed session for review of the school's director. The meeting was improperly closed. The meeting agenda should have read as follows: "This section of the meeting will be closed as permitted by MN Statutes 13D.05, Subd. 3(a) in order to evaluate the performance of the school's Director." Additionally, the board must indicate through its meeting minutes the result of the closed meeting.

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

Rating:

Meets Standard

Summary Analysis:

The CCS board does not have a policy related specifically to the review of the school's director; however, the board does engage in an annual evaluation of the director. Board minutes indicate that a review of the director took place in closed session on June 13, 2016.

The board uses a reasonably comprehensive process for the evaluation, including data from parent and teacher surveys, school academic performance and an assessment by each board member.

The board should consider reviewing the process to ensure it aligns with the director's job description and guidelines in statute.

Operations Indicator 3: School Environment

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

Rating:

Meets Standard

Summary Analysis:

CCS maintains a safe and secure environment for its students. Site visits indicate that one must first be buzzed in and check in with the receptionist before entering the buildings. The campus consists of three buildings on two sites: one houses grades K-4, and the other is home to grades 5-8, as well as music and physical education spaces. The third building at the second site houses the high school learning lab.

The school received lease aid approval for each year of the charter contract including the current year which indicates that it has met State Fire Marshall requirements.

Transportation for students is provided by Crosby Ironton Transportation.

ACNW has no evidence that other requirements of this measure have not been met.

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

Rating:

Meets Standard

Summary Analysis:

The school annually trains its staff in blood borne pathogens and Right to Know. While the school does not have a nurse on staff, the school maintains that staff is trained in properly dispensing medications to the students. All medications are kept under lock and key.

CCS's office manager has received prior training in medication dispensing and follows appropriate guidelines. The school does not currently contract with any provider for nursing oversight. They do contract on a case-by-case basis for services like vision screening or medical review of a student's file. As the school has grown, they have realized that this area should be re-evaluated and there may be a need for a more formal arrangement with a medical provider.

For its food service program, the school contracts with local restaurant Maucieri's. Although the school's annual report seemed to indicate problems with food services, the school reports that this has not been the case. The school has at times found it necessary to direct the restaurant on correct processes for ordering food, etc. since the school has several staff members trained on food service protocols from MDE. Maucieri's has always been quick to comply and to follow CCS's recommendations for what needs to be included in school breakfasts and lunches.

Through interviews and survey data, parents and students indicated that they feel CCS is a safe and secure environment. Parent and student survey data provided by the school also indicate a high degree of satisfaction regarding school safety.

ACNW has no evidence that other requirements of this measure have not been met.

Operations Performance Indicator 4: Student Rights

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

Rating:

Does Not Meet Standard

Summary Analysis:

CCS has submitted its approved enrollment/lottery policy to ACNW which is in compliance with applicable law. However, CCS does not have its current lottery policy and process posted on its website. This policy was revised on February 8, 2016. Older policies are posted in at least locations. These older versions of the policy do not meet statutory requirements.

While ACNW does not have any evidence of inappropriate enrollment practices, the school must have a policy posted to its website that meets statutory requirements.

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

Rating:

Meets Standard

Summary Analysis:

The school has a student handbook which outlines its Student Discipline policy. The policy clearly explains the process by which the school will operate with regard to student discipline. ACNW has on file a copy of the 2016-2017 student handbook and it's also posted on the school's website. The handbook outlines the school's discipline policies and practices which are consistent with the Pupil Fair Dismissal Act.

The school has received lease aid approval from MDE, and it receives lease aid funding. As part of this approval process the school must provide required evidence and policies related to religious instruction prohibition to MDE.

ACNW has no evidence that other requirements of this indicator have not been met.

Operations Indicator 5: Personnel Practices

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

Rating:

Meets Standard

Summary Analysis:

A review of the school's STAR data and annual reports show that teachers are employed with proper licensure. The school employs a couple of teachers who are working on waivers and variances; however, ACNW has no concerns regarding teacher licensure.

ACNW has no evidence that the requirements of this indicator have not been met.

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

Rating:

Meets Standard

Summary Analysis:

Staff retention remained high throughout the term of the contract with an annual retention rate of 94% on average. The school's level of staff retention and positive staff culture is highly conducive to operating a successful school.

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

Rating:

Meets Standard

Summary Analysis:

The school has a policy related to background checks and ensures such checks are carried out for all staff, volunteers, and independent contractors prior to any engagement with students.

The board has policies in place relative to specific hiring practices that include required licensure. According to the staff handbook, openings are typically offered to internal staff initially and then posted externally should there not be any internal interest. Positions are then posted to the website as well as local newspapers and services such as EdPost out of St. Cloud State University.

The school's staff evaluation process is laid out in the school's Employee Handbook. In addition, the school uses the Marzano Protocol for teacher classroom observations and evaluations. The school also participates in the Q Comp program. Several teachers are trained as evaluators, as is the school's director. First year teachers receive three formal evaluations during the first year, conducted by the school director. Other teaching staff receive two formal observations by trained staff and once every three years staff receive a full observation and evaluation by the school director.

The CCS curriculum committee is currently reviewing alignment of the school's teacher evaluation process to statutory requirements.

Operations Performance Indicator 6: Compliance & Reporting

6.1 Charter School Annual Reports: Does the school comply with statutory and contractual requirements regarding annual reports?

Rating:

Meets Standard

Summary Analysis:

The school has met all statutory and contractual requirements related to the Annual Report and World's Best Workforce Report including timely submissions to MDE and ACNW, completion of all required elements, and posting to the school's website.

6.2 Insurance: Does the school secure and maintain insurance coverages required by statute and the charter contract? **Updated June 7, 2017**

Rating:

Meets Standard

Summary Analysis:

The school has provided ACNW with certificates of general liability coverage in a timely fashion and ACNW is included as a certificate holder.

At the time this evaluation report was originally issued, the school's insurance policy included pollution control coverage, but it was unclear whether this included hazardous materials per MN Statutes 466.04 Subd. 1(a)(8). As such, ACNW left the rating as PENDING. Since that time, CCS contacted their insurance provider regarding whether or not the policy meets all requirements of statute related to claims arising "out of the release or threatened release of a hazardous substance." The school provided ACNW with evidence that the school has such required insurance coverages in place. ACNW has no evidence that the requirements of this indicator have not been met.

6.3 Authorizer & State Compliance: Does the school comply with authorizer and state deadlines and compliance requirements?

Rating:

Does Not Meet Standard

Summary Analysis:

ACNW has no evidence that the school has not met state, federal, or TRA/PERA reporting requirements.

Throughout the contract period the school has consistently been timely and accurate with submissions to ACNW through Epicenter with an on-time submission rate of approximately 96%.

A review of the schools website shows that there are old lottery policies that should be updated (see measure 4.1 above). Additionally, the posted policy for the purchase of group health insurance is a draft. The school must ensure that an approved policy is posted.

The school does not currently have a non-draft version of the insurance policy posted to the website, and also has an outdated lottery policy posted. CCS has said they will update this, although these documents had not been changed by January 30, 2017. While the insurance policy does not indicate, per MN Statutes 124E.12, Subd. 5(a)(1), that the school will "request proposals for group health insurance coverage from a minimum of three sources at least every two years," the school reports that this has been their practice. This language will be added and submitted to the board for approval at the February board meeting.

ACNW recognizes that the school's website is currently under construction. The website has been updated to include the high school program; however there are several broken links on the new website that should be addressed. The website could also be made easier to navigate to allow for seamless transition between the high school and elementary school web pages. ACNW assumes this will occur as the website continues to be updated.

Crosslake Community School Academic Data Profile Minnesota Statewide Assessments

Data below is based on performance on all MCA Series Assessments. Comparison data is presented for the school district in which the school is located as well as for comparison schools based on location, size and demographics.

Definitions

Growth Z Score reports variations around a mean in standard deviation units. The average student in any group would be expected to earn the group mean, or a z score of zero. A negative z score represents growth below expectation, whereas a positive z score represents better than expected growth.

On Track for Success is calculated by adding the percentage of non-proficient students who made high growth and the percentage of proficient students who made high or medium growth based on the previous year's proficiency status.

Proficiency Rate identifies the percentage of students who "meet" or "exceed" standards based on performance on statewide assessments in math, reading and science. Data is reported for students enrolled as of October 1.

Proficiency Index includes students who perform at both a proficient and partially proficient level on statewide assessments in math and reading. Each student who "meets" or "exceeds" the standard on statewide assessments earns 1.0 point. Each students who "partially meets" the standard on statewide assessments earns 0.5 points. Points are totaled and divided by the total number of students tested.

Graduation Rates are calculated based on a cohort model. For example the 4-Year Graduation for 2013 is defined as the percentage of students in the Class of 2013 who graduated in 2013. The 5-Year Graduation for 2013 is defined as the percentage of students in the Class of 2012 who graduated in 2013 or 2013. The 6-Year Graduation for 2013 is defined as the percentage of students in the Class of 2011 who graduated in 2011, 2012 or 2013. Data is only presented for cohort groups of 10 or more.

All refers to all students.

FRP includes students who qualify for free or reduced price lunch based on federal guidelines.

SpEd includes students with disabilities who have IEPs (Individual Education Plans).

LEP includes students identified as English learners.

Crosslake Community School - Academic Data Profile - June 7, 2017

Federal and State Accountability

Title I schools may receive a designation based on their MMR and FR scores.

Reward	These schools are the top 15 percent of Title I schools based on the MMR.
Celebration Eligible	These are the 25 percent of schools directly below the Reward Schools based on the MMR.
Focus	The 10 percent of Title I schools with the lowest FR are identified as Focus Schools. MDE identifies Focus schools every three years. Schools with a six year graduation rate below 60% for the previous three years are also given the designation of Focus.
Priority	These are the 5 percent most persistently low-performing Title I schools based on the MMR. MDE identifies Priority schools every three years.
Continuous Improvement	These are the bottom 25 percent of Title I schools that have not already been identified as Priority or Focus.

Reading Growth

Mean Growth Z-Score - All	Crosslake Community School	Eagle View Elementary (ISD 186)	Cuyuna Range Elementary	Pine River-Backus Elementary
FY16	0.35 (ES)	0.05	-0.09	-0.03
FY15	-0.04 (ES)	-0.03	-0.04	-0.30
FY14	0.45	0.13	0.10	-0.11
FY13	0.19	-0.08	0.11	-0.46

Percent On- Track - All	Crosslake Community School	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	65.1	56.2	64.3	51.0	56.6
FY15	54.4	57.3	62.5	54.0	41.6
FY14	75.4	56.1	65.5	53.9	47.6
FY13	73.3	62.9	66.0	65.6	47.8

Percent On- Track - FRP	Crosslake Community School - All	Crosslake Community School - FRP	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	65.1	59.6	43.7	52.7	41.6	46.4
FY15	54.4	51.8	44.5	50.8	42.1	36.5
FY14	75.4	69.2	43.4	51.1	45.5	43.0
FY13	73.3	60.0	51.6	59.5	50.0	46.5

Percent On- Track - SpEd	Crosslake Community School - All	Crosslake Community School - SpEd	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	65.1	53.9	38.1	46.8	36.4	27.0
FY15	54.4	28.6	40.8	43.6	34.3	27.8
FY14	75.4	54.5	40.2	50.0	26.4	43.3
FY13	73.3		47.4	52.9	51.2	40.0

Math Growth

Mean Growth Z-Score - All	Crosslake Community School	Eagle View Elementary (ISD 186)	Cuyuna Range Elementary	Pine River-Backus Elementary
FY16	0.29 (ES)	0.08	-0.19	-0.21
FY15	-0.50 (ES)	0.18	-0.04	-0.36
FY14	0.03	-0.05	-0.05	-0.39
FY13	0.21	0.04	-0.36	-0.55

Percent On- Track - All	Crosslake Community School	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	57.4	56.4	68.7	54.0	49.2
FY15	46.3	57.6	59.6	58.3	47.9
FY14	63.2	58.7	68.8	50.4	42.2
FY13	68.9	59.5	66.3	49.1	40.3

Percent On- Track - FRP	Crosslake Community School - All	Crosslake Community School - FRP	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	57.4	48.9	41.6	55.7	46.8	44.3
FY15	46.3	28.5	43.3	47.8	49.6	40.5
FY14	63.2	53.8	44.9	58.0	44.7	38.8
FY13	68.9	75.0	45.6	54.8	39.1	38.9

Percent On- Track - SpEd	Crosslake Community School - All	Crosslake Community School - SpEd	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	57.4	33.4	36.6	46.3	51.6	27.5
FY15	46.3	28.5	39.1	32.9	34.3	22.2
FY14	63.2	36.4	41.7	59.0	35.1	15.6
FY13	68.9		41.1	42.0	18.6	34.4

Reading Proficiency

Proficiency Index - All	Crosslake Community School	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	70.3	70.2	78.1	66.8	65.6
FY15	66.6	70.0	77.9	70.5	62.0
FY14	77.4	69.9	79.8	64.3	61.4
FY13	68.4	68.9	75.7	62.2	54.7

Proficiency Rate - All	Crosslake Community School	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	60.4	60.9	68.8	57.1	61.1
FY15	52.7	60.6	68.3	60.0	53.6
FY14	67.1	59.8	71.3	53.3	48.2
FY13	60.3	58.7	65.2	51.9	43.3

Proficiency Rate - FRP	Crosslake Community School - All	Crosslake Community School - FRP	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	60.4	48.1	41.9	52.8	45.9	55.1
FY15	52.7	39.5	41.4	51.5	48.6	45.7
FY14	67.1	64.7	40.9	55.4	43.2	42.1
FY13	60.3	42.9	39.7	53.0	40.6	38.7

Proficiency Rate - SpEd	Crosslake Community School - All	Crosslake Community School - SpEd	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	60.4	38.5	31.1	36.9	31.3	27.8
FY15	52.7	23.5	30.7	23.4	37.8	24.5
FY14	67.1	38.5	34.5	43.1	24.1	21.6
FY13	60.3	27.3	33.8	42.2	29.3	23.3

Math Proficiency

Proficiency Index - All	Crosslake Community School	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	63.0	71.1	79.7	66.5	61.7
FY15	67.4	71.8	78.7	75.5	63.5
FY14	79.5	72.4	82.0	70.3	64.6
FY13	75.7	72.4	77.7	67.7	68.5

Proficiency Rate - All	Crosslake Community School	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	45.4	60.9	70.7	54.3	54.1
FY15	55.4	61.6	68.6	66.2	51.5
FY14	69.9	61.9	72.1	58.8	51.4
FY13	63.2	61.6	66.3	55.5	54.5

Proficiency Rate - FRP	Crosslake Community School - All	Crosslake Community School - FRP	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	45.4	37.7	41.1	56.1	40.0	47.9
FY15	55.4	41.0	42.1	50.0	53.5	45.1
FY14	69.9	61.8	43.0	58.8	48.4	46.8
FY13	63.2	50.0	42.8	57.4	46.5	49.7

Proficiency Rate - SpEd	Crosslake Community School - All	Crosslake Community School - SpEd	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	45.4	23.1	31.4	32.1	35.4	25.9
FY15	55.4	23.5	31.9	23.4	42.2	22.0
FY14	69.9	38.5	33.3	40.0	33.3	23.5
FY13	63.2	27.3	33.0	36.5	24.1	23.3

Science Proficiency

Proficiency Index - All	Crosslake Community School	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	79.2	68.4	79.8	73.1	65.6
FY15	68.6	66.7	74.8	80.0	72.1
FY14	80.0	67.2	80.3	78.2	61.0
FY13	84.2	66.0	76.2	69.6	63.8

Proficiency Rate - All	Crosslake Community School	State of Minnesota	ISD 186 Pequot Lakes Public Schools	Cuyuna Range Elementary	Pine River- Backus Elementary
FY16	63.9	56.2	69.3	60.3	63.8
FY15	51.9	54.5	62.5	70.0	63.9
FY14	70.0	54.5	69.8	68.2	45.3
FY13	73.7	53.4	62.5	58.2	51.0

Attendance

Attendance Rate - All	Crosslake Community School	State of Minnesota
FY16	88.8	94.3
FY15	95.3	94.2
FY14	95.3	94.6
FY13	95.4	94.5

Federal and State Accountability

2016 Multiple Measurement Rating (MMR) and Focus Rating (FR):*

MMR	FR	2015 Designation	Comparison Group
58.99%	63.22%	No Designation	Elementary School

MMR by Domain

Proficiency Growth		Achievement Gap Reduction
4.85 / 25.00	20.28 / 25.00	19.11 / 25.00
19.40%	81.12%	76.44%

FR by Domain

Achievement	Focused
Gap Reduction 19.11 / 25.00	Proficiency 12.50/ 25.00
76.44%	50.00%

2015 MMR and FR:*

MMR	FR	2015 Designation	Comparison Group
33.30%	60.44%	No Designation	Elementary School

MMR by Domain

Proficiency Growth		Achievement Gap Reduction
13.16 / 25.00	6.60 / 25.00	5.22 / 25.00
52.64%	26.40%	20.88%

FR by Domain

Achievement	Focused
Gap Reduction	Proficiency
5.22 / 25.00	25.00/ 25.00
20.88%	100.00%

^{*}Elementary School data only. Performance data is not available for Crosslake Community High School.

Designation 2014 (FY14 and FY13 Combined) MMR and FR:

MMR	FR	Designation FY14	Comparison Group
77.92%	81.90%	Reward	Elementary School

MMR by Domain

Proficiency	Growth	Achievement Gap Reduction
50.00 / 50.00	34.98 / 50.00	31.90 / 50.00
100.00%	69.96%	63.80%

FR by Domain

Achievement	Focused
Gap Reduction	Proficiency
31.90 / 50.00	50.00 / 50.00
63.80%	100.00%

Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures

ACNW Charter School Division (CSD) is comprised of professionals with charter school authorizing and evaluation expertise. This includes both employees of ACNW and contracted service providers. The CSD is overseen and monitored by the Charter School Committee and the ACNW Board. Ultimately, the ACNW Board makes decisions regarding the ongoing authorization of any particular school.

Ongoing Evaluation Criteria

ACNW evaluates schools in four primary areas:

- 1. Academic Performance
- 2. Environmental Education Performance
- 3. Financial Performance
- 4. Operations Performance

Academic Performance

ACNW 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 ACNW and the school and are included in Exhibit G. The school earns a rating on each measure based on the school's performance over the term of the contract. Each performance rating is assigned a point value according to the weight of the measure:

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

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

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

Improving all pupil learning and all student achievement is the most important factor ACNW 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 ACNW.

Environmental Education Performance

ACNW evaluates its authorized schools' Environmental Education (EE) performance on eight primary indicators.

	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.	
OUTCOMES	Indicator 3: Attitudes	Students demonstrate respect and concern for the earth's health and the motivation to participate in environmental stewardship.	
10	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.	
	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.	
INPUTS	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 ACNW, but at least in the school's renewal year.

Financial Performance

ACNW 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 ACNW. 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 ACNW annually. The Management indicator may be evaluated annually or as often as deemed appropriate by ACNW, but at least in the school's renewal year.

Operations Performance

ACNW 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 ACNW, but at least in the school's renewal year.

Process and Procedures for Ongoing Evaluation

The ACNW CSD uses the following process and procedures to conduct ongoing evaluation of its authorized schools:

<u>Data Review and Analysis</u> – ACNW 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 ACNW. This also includes a periodic review of financial reports and board meeting materials and minutes. ACNW reserves the right to request data from the school consistent with data privacy practices.

<u>Site Visits and Board Observations</u> – ACNW regularly visits authorized schools to verify performance and compliance. ACNW, at its sole discretion, determines the frequency and scope of site visits. During site visits, ACNW 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 reauthorization year, ACNW will send a team of evaluators to conduct a Reauthorization Site Visit in preparation for determining a reauthorization recommendation to the Charter School Committee and Board of Directors.

ACNW attends at least one board meeting per year for each of its authorized schools in order to observe the school's governance. ACNW, at its sole discretion, determines the frequency of attendance at board meetings. ACNW may also request time on a meeting agenda to present information to the school's board.

<u>Feedback and Strategic Intervention</u> – ACNW 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. ACNW also gives schools the opportunity to provide additional information on any relevant issues that warrant explanation or clarification.

ACNW 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.

Reauthorization Recommendations – During the final year of an authorized school's active contract, the school is required to submit an application for reauthorization 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. ACNW CSD reviews that application, conducts a Reauthorization Site Visit, completes a Reauthorization Evaluation Report, and compiles a recommendation to the ACNW Board. Those recommendations are reviewed and accepted or amended by the Charter School Committee (CSC). The CSC's recommendations are then presented to the ACNW 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 ACNW's 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, ACNW will determine the school's renewal track as outlined below:

1. Eligible for Fast Track Renewal

- Condensed reauthorization application and site visit, including collection of school's best practices for future dissemination by ACNW.
- Earlier board resolution by the ACNW 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 reauthorization 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 reauthorization 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 ACNW 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 ACNW's 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 ACNW's Academic Performance Evaluation (i.e., 50% or more of possible points), the school would be considered eligible for renewal.
- If a school attains less than half of its contractual outcomes in Exhibit G as determined by ACNW's Academic Performance Evaluation (i.e., less than 50% of possible points), the school would 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. ACNW will provide clear analysis of each secondary factor and the rationale for its impact on the school's renewal track determination in the Reauthorization 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 designated a Focus or Priority school by the Minnesota Department of Education.
- The school was placed on intervention by ACNW 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 "eligible for renewal" to "eligible for fast track renewal"):

- The school (or a site at the school) was designated as a Reward or Celebration school 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 (or a site at the school) was designated as a Celebration Eligible school by the Minnesota Department of Education in at least two years of the current contract term.
- The school was not identified as HQCS by the Minnesota Department of Education at any time during the current contract term, but was eligible to submit supplemental data for review in the HQCS appeals process 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 Audubon Center of the North Woods 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

Audubon Center of the North Woods Range of Possible Interventions

If ACNW 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, ACNW shall determine the appropriate intervention. The interventions below need not be implemented sequentially, and ACNW 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.	Letter from ACNW to the charter school's board of directors detailing areas of concern and action required to address concerns.
	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.	and/or ACNW recommendation that the school develops a remediation plan.
	Signs of poor financial health or management.	
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.	Letter from ACNW to charter school board of directors detailing areas of deficiency and action required to address deficiency. and/or Requirement of a remediation plan containing specific improvement objectives, technical
	Continued evidence of poor financial health or management.	assistance requirements, and schedule for remedial action to be approved by ACNW.
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.	Letter from ACNW to charter school board of directors detailing reasons for probationary status and action required to address concerns. and/or Remediation plan imposed by ACNW.
	Severe concerns regarding the school's financial viability.	and/or ACNW may appoint staff or a consultant to monitor implementation of the remediation plan
LEVEL FOUR	Failure to address the terms of Probationary Status.	Consideration and decision by the ACNW Board to revoke or not to revoke the school's charter, or
Charter Review	Extended pattern of failure to meet contractual goals and/or to comply with applicable law or the conditions of the charter contract.	to impose lesser sanctions.
	Severe and persistent concerns regarding the school's financial viability.	
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 ACNW, 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 ACNW. 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 30th of each year the School shall furnish ACNW with a budget of revenues and expenditures consistent with this format or in a similar fashion that is approved by ACNW.

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QUARTER ENDING:

Balance Sheet

			Community	
	General Fund	Food Service	Service	
Description	Fund 1	Fund 2	Fund 4	Total Funds
ASSETS				
Cash - checking				
Cash - savings				
Investments				
Accounts Receivable				
Due from MDE				
Due from Other				
Prepaids				
Other (specify)				
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				

Income and Expense Statement

			Percent of
GENERAL FUND - 01	Approved Budget	Year -to-Date Activity	Budget
REVENUES			
State Revenues			
General Education Aid			
Facilities Lease Aid			
Special Education Aid			
Other (specify)			
Total State Revenues			
Federal Revenues			
Title (specify I, II and/or III)			
Federal Special Education			
Other (specify)			
Total Federal Revenues			
Local Revenues			
Miscellaneous (specify)			
Total Local Revenues			
TOTAL REVENUES			
EXPENDITURES			
Administration			
Salaries			
Benefits			
Purchased Services			
Other (specify)			
Total Administration			
Total Autilitistration			
District Support Services			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Capital Expenditures			
Total District Support Services			
1,			
Elementary and Secondary Regular			
Instruction			
Salaries			
Benefits			
Purchased Services			

			Percent of
	Approved Budget	Year -to-Date Activity	Budget
Supplies and Materials			
Capital Expenditures			
Other Expenditures (specify)			
Total Elementary and Secondary			
Regular Instruction			
State Special Education			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total State Special Education			
Endoral Special Education			
Federal Special Education Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total Federal Special Education			
Title Dunguage (specific) II and (or III)			
Title Programs (specify I, II and/or III)			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total Title Programs			
Other Federal Programs (specify)			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total Other Federal Programs			
Total Other rederait rogiums			
Instructional Support Services			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total Instructional Support Services			
Total Histi actional support services			
Pupil Support Services			
Salaries			
Benefits			1

			Percent of
	Approved Budget	Year -to-Date Activity	Budget
Purchased Services			
Supplies and Materials			
Total Pupil Support Services			
Sites and Buildings			
Salaries			
Benefits			
Lease			
Other Purchased Services			
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 INCOME			
			Percent of
FOOD SERVICE FUND - 02	Approved Budget	Year -to-Date Activity	Budget
REVENUES			
State Revenues			
Federal Revenues			
Sale of Lunches and Other Local Revenue			
Transfer from General Fund			
Transfer from General Fund TOTAL REVENUES			
Transfer from General Fund TOTAL REVENUES EXPENDITURES			
Transfer from General Fund TOTAL REVENUES EXPENDITURES Salaries			
Transfer from General Fund TOTAL REVENUES EXPENDITURES Salaries Benefits			
Transfer from General Fund TOTAL REVENUES EXPENDITURES Salaries Benefits Purchased Services			
Transfer from General Fund TOTAL REVENUES EXPENDITURES Salaries Benefits Purchased Services Supplies and Materials			
Transfer from General Fund TOTAL REVENUES EXPENDITURES Salaries Benefits Purchased Services			
Transfer from General Fund TOTAL REVENUES EXPENDITURES Salaries Benefits Purchased Services Supplies and Materials Other (specify)			
Transfer from General Fund TOTAL REVENUES EXPENDITURES Salaries Benefits Purchased Services Supplies and Materials			
Transfer from General Fund TOTAL REVENUES EXPENDITURES Salaries Benefits Purchased Services Supplies and Materials Other (specify) TOTAL EXPENDITURES			
Transfer from General Fund TOTAL REVENUES EXPENDITURES Salaries Benefits Purchased Services Supplies and Materials Other (specify)			

			Percent of
COMMUNITY SERVICE FUND - 04	Approved Budget	Year -to-Date Activity	Budget
REVENUES			
State Revenues			
Federal Revenues			
Other Local Revenues			
Transfer from General Fund			
TOTAL REVENUES			
EXPENDITURES			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Other (specify)			
TOTAL EXPENDITURES			
COMMUNITY SERVICE FUND 04 – NET INCOME			
Fund Balance at Beginning of the Year			
Net Income Year to Date			
Ending Fund Balance			

Exhibit S: Performance Improvement Plan

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 reauthorization evaluation, a specific timeline, and identification of resource needs (time, money, expertise) to accomplish the milestones set forth in the plan. ACNW will monitor the school's progress and if benchmarks are not satisfactorily met as determined by ACNW, ACNW may proceed with intervention as outlined in **Exhibit Q: Range of Possible Interventions**.

The following provides a summary of the deficiencies evident in the school's Reauthorization Evaluation (Exhibit 0) and how they will be addressed during this contract term:

Academic

- A.4: Math Growth
 - o Addressed through Exhibit G.
- A.6: Math Proficiency
 - o Addressed through Exhibit G.

Operations

- 0.1.2: Instruction & Assessment
 - o Addressed below.
- 0.2.2: Board Decision-Making & Oversight
 - Resolved prior to contract execution. The board approved updated minutes for the June 2016 board meeting that provide the results of the closed meeting.
- 0.4.1: Admissions & Enrollment
 - Resolved prior to contract execution. The school updated its website to include a statutorily compliant lottery policy and remove outdated policies.
- 0.6.2: Insurance
 - o Resolved prior to contract execution. The school provided evidence of insurance coverage that meets statutory requirements.
- 0.6.3: Authorizer & State Compliance
 - Resolved prior to contract execution. The school updated its website to include the following:
 - The school's current (compliant) lottery policy and process.
 - A board approved policy for the purchase of group health insurance.

Milestone	Indicator(s) Addressed	Timeline/Description	Resource Needs
The school utilizes assessment data across grade levels in a strategic and cohesive manner to guide teaching and impact student learning schoolwide.	0.1.2	In FY17, the school provided professional development related to the Marzano protocols. Beginning in the fall of 2016, CCS contracted with NJPA (its regional education service provider) to develop strategies for further disaggregating data taken from NWEA, MCA, and other classroom assessments in an effort to further refine the school's use of data. All classroom teachers and other staff have instituted a "data wall" concept, where students are positioned on a grid based on their performance on assessments and intervention strategies being used to help students improve their individual academic success. In the spring of 2017, a consultant with NJPA will rejoin the CCS staff to process information from the year and provide recommendations for further program development. The school will take these recommendations into consideration as it develops a cohesive plan to guide teaching and impact student learning school-wide. This plan will be in place prior to the start of the 2017-2018	NJPA consultant/ staff Board and staff time to review and develop and implement plan
The school's high school program provides a broad, deep, and rich curriculum that is culturally relevant and aligned to the mission and vision of the school.	0.1.2	The school started this process in FY17 via development of the "Crosslake Experience" course, as well as courses in other curricular areas such as art, for the online high school. Beginning summer of 2017, CCS will be revamping its online high school program. This is due to several factors, one of which is an intentional program redesign that will allow the school to take existing content from Odysseyware, its current content provider, and personalize the content to better align with the mission and vision of the school. CCS will be employing its own teachers to deliver this content. The initial roll-out of the redesigned online program will occur in fall of 2017. The complete redesign and program alignment will be finalized by the end of FY18. Courses will begin in the fall of 2017.	New staff Training in online content and delivery Data collection Staff and board time

CCS has recently hired an additional staff member with experience in online learning content delivery and curriculum development, who also has a background in environmental education to assist in the program alignment.

The school and board will evaluate the impact of the revamp through: course completion rates; higher level of communication between staff, students and families; and graduation rates. The 2017-18 school year will be the baseline year. Data will be analyzed by the school at the end of the year.