

CHARTER SCHOOL CONTRACT

Between

Audubon Center of the North Woods

and

**East Range Academy of Technology and Science –
District #4166**

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

WHEREAS, the additional purpose(s) of the School's educational program is/are to:

- Increase learning opportunities for all pupils;
- Encourage the use of different and innovative teaching methods;
- Measure learning outcomes and create different and innovative forms of measuring outcomes;
- Establish new forms of accountability for schools; and
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; and

WHEREAS, the parties are authorized under Minnesota law to contract for the operation and oversight of a charter school, pursuant to Department of Education approval of Audubon Center of the North Woods' affidavit of intent to charter the School, dated June 28, 2011, 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, 2019; and

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

NOW, THEREFORE, 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. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) "Applicable Law" means all state and federal law applicable to Minnesota charter schools and any regulations implemented pursuant thereto.
- (b) "Charter School Act" means the Minnesota Statutes Chapter 124E, as amended, and any rules adopted pursuant thereto.
- (c) "Commissioner" means the Commissioner of the Minnesota Department of Education.
- (d) "Contract" means this Charter School Contract between 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 East Range Academy of Technology and Science located at 2000 Siegel Blvd, Eveleth, MN 55734, 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. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Exhibits. All Exhibits to this Contract are incorporated into, and made part of, this Contract. This Contract has the following Exhibits:

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

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

ARTICLE II

RELATIONSHIP BETWEEN THE SCHOOL AND ACNW

Section 2.1. Voluntary Authorization. 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. Independent Status of the School. 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. Financial Obligations Are Separate. Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in any way constitute an obligation, either general, special, or moral, of 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. Limited Use of "ACNW" Name. 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, "[Name of 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. Oversight Responsibilities of ACNW. 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. Authorizer Fee. 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. Limitation on Actions. The School shall act exclusively as a charter school and shall not undertake any action inconsistent with its status as a charter school authorized to receive state and federal school aid funds and shall not undertake any action to jeopardize its 501(c)(3) status including observation of applicable conflict of interest requirements.

Section 4.2. Other Permitted Activities. The School shall have all powers, duties and responsibilities provided by law to a charter school. The School shall not engage in any otherwise lawful activities that are in derogation of the School's status as a public charter school or that would jeopardize the eligibility of the School for state and federal school aid funds. The School may exercise its powers, enter into agreements with other public schools, governmental units, businesses, community and nonprofit organizations, reasonably necessary to accomplish its obligations as a charter school under this Contract so long as such agreements are in compliance with applicable law. If the School elects to contract with

a charter management organization or comprehensive education service provider, the contract shall comply with the provisions of Exhibit N.

Section 4.3. Assumption of Liability. The School and the School Board may sue and be sued. The School and the School Board accept liability for all actions arising out of or are in any manner connected with the School's operations.

ARTICLE V

LEGAL STATUS OF THE SCHOOL

Section 5.1. Nonprofit Status. The School shall be organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended. Notwithstanding any provision of Minnesota Statutes Chapter 317A, as amended, the School shall not take any action inconsistent with the Charter School Act or in derogation of the School's status as a public school.

Section 5.2. Articles of Incorporation. The school represents that The Articles of Incorporation of the School, set forth in Exhibit B, are accurate as of the date of this contract and have not been otherwise altered or amended.

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

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The School shall be organized and administered under the direction of the School Board elected in accordance with the School's Bylaws and Applicable Law. The School Board shall decide and be responsible for policy matters related to the operation of the School, not otherwise specified by this Contract, including but not limited to budgeting, curriculum, personnel, and operating procedures, and shall comply with the governance, management and administration plan in Exhibit J.

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

Section 6.3. Exhibits. The School agrees to implement and adhere to all the representations and information contained in the exhibits, including without limitation, the Academic and Academic-Related goals identified in Exhibit G and Environmental Education goals identified in Exhibit H.

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

Section 6.5. Programs Offered by School.

- (a) Educational Programs: In-School Time. The School provides the in-school time program summarized in Exhibit D. Except as may be otherwise limited by the Department of Education approval of the 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:

- ☐ Early Learning
- ☐ Preschool Instructional
- ☐ Prekindergarten

☒ Grades 9 - 12 with a maximum total enrollment of 210 students.

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

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

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

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

- (a) Academic Measures. ACNW will monitor student academic performance and the academic culture at the school.
1. Regular Assessments. ACNW will monitor academic achievement by reviewing student performance data.
 2. Government Required Assessments. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.
 3. Nationally Normed Referenced Assessments & School-Level Assessments. School students may take a nationally normed referenced assessment on at least an annual basis. In addition, School students will also take assessments

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

4. Assessment and Test Results. The School will provide 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. Audubon Center of the North Woods Annual Required Meetings. 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. Professional Development. The school will ensure that each teacher at the School has opportunities to engage in professional development activities that focus in part on developing quality assessments and measures of student outcomes. The School will advise ACNW of its professional development activities in its Annual Report.

(b) Site Visits. 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. School Calendar and School Day Schedule. The School shall provide instruction for at least the number of days and hours required by Minnesota Statutes section 120A.41 and shall notify 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) To ACNW. 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) To Department of Education. The School will comply with all reporting requirements established by the Department of Education.
- (c) The School shall comply with the Financial Management Plan as contained in Exhibit K.

Section 6.10. Accounting Standards. The School shall at all times comply with generally accepted public sector accounting principles, generally accepted standards of fiscal management, and accounting system requirements that comply with Department of Education requirements.

Section 6.11. Annual Financial Statement Audit. The School shall engage an annual external audit of all financial and accounting records. The audit will be prepared and reviewed by an independent certified public accountant. The School will submit the finalized annual financial statement audit and auditor's management letters, including any required supplemental information to 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. UFARS and MARSS. The School will utilize the UFARS financial accounting principles and methods. The school will comply with MARSS requirements with respect to student accounting.

Section 6.13. Contributions and Fund Raising. The School may solicit and receive contributions and donations as permitted by law. The school shall have an approved policy regarding the acceptance and administration of such gifts. No solicitation shall indicate that a contribution to the School is for the benefit of 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. Annual Reports. 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. Authorization of Employment. 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. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the School shall be the responsibility of the School.

Section 6.17. Transportation. The School may provide transportation for students enrolled in the School and shall provide transportation for all students who are enrolled in the School and who reside in the district in which the School is located; otherwise, transportation will be provided by the district in which the School is located. In providing transportation either through the district or itself, the School shall do so in compliance with and provide any notices required by Applicable Law.

Section 6.18. Notification of Claim. The School agrees to provide notice to 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) Teacher Licensure. 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. Cooperation and Third Parties. 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. Conflict of Interest and Assurances. The School agrees to comply with the provisions of Minnesota Statutes sections 124E.07 Subd. 3 and 124E.14 as well as the requirements of Exhibit L.

ARTICLE VII

GENERAL PROHIBITIONS

Section 7.1. Tuition Prohibited. The School shall not charge tuition. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by Applicable Law, including Minnesota Statutes sections 123B.34 to 123B. 39.

Section 7.2. Establishment of Religion Prohibited. The School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

Section 7.3. Home School Support Prohibited. The School shall not be used as a method of educating or generating revenue for students who are being home schooled.

Section 7.4. Open Admissions. The School is a public school open to all Minnesota students, notwithstanding admission limitations allowed by Minnesota Statutes section 124E.11. The School shall not limit admissions to students on the basis of intellectual ability, measures of achievement or aptitude, athletic ability or any other criteria inconsistent with Applicable Law. A student shall be considered enrolled in the School until the student formally withdraws or is expelled. The School will comply with its admission policies as provided in Exhibit I, which shall be consistent with all applicable laws.

Section 7.5. Lottery Admissions. The School shall enroll an eligible student who submits a timely application, unless the number of applicants exceeds the capacity of the programs, class, grade level, or building. In such cases, selection shall be by lottery except that the School shall provide enrollment preference to siblings of the School's enrolled students and to foster children of any of the School's enrolled student's parents. The School may provide enrollment preference for the children of the School's staff and to children currently enrolled in the School's free preschool or prekindergarten program who are eligible to enroll in kindergarten in the next school year.

ARTICLE VIII

COMPLIANCE WITH STATE AND FEDERAL LAWS

Section 8.1. State Laws. The School shall comply with applicable state laws. Nothing in this Contract shall be deemed to apply any other state law to the School. Except as otherwise provided by the Charter School Act or this Contract, the School shall be exempt from all Minnesota Statutes and rules applicable to a school, school board, and school district unless the statute or rule is made specifically applicable to a charter school.

(a) Students with Disabilities.

1. Compliance. The School shall comply with Minnesota Statutes sections 125A.02, 125A.03 to 125A.24, and 125A.65, concerning the provision of education services to students with a disability at the School.

2. Special Education Director. The School shall employ or contract with a special education director who shall be responsible for program development, coordination and evaluation; planning for professional development and general programmatic and fiscal supervision and administration. The School permits the School's contracted special education director to discuss any and all matters related to special education at the School with 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. Systems & Services. The School shall implement, at a minimum:
 - a. A child-find system to identify students with disabilities and students who are suspected of having disabilities; such system will include a procedure for receiving referrals from parents, teachers, outside agencies, and physicians.
 - b. A system for conducting comprehensive initial and reevaluations to determine eligibility for special education and related services.
4. Financial Parameters. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill certain excess special education costs not paid by state special education fund to the student's resident district. The combination of state special education funds and the ability to bill to the district certain excess special education costs enable the School to adequately provide special education services to such children. The School may also access federal special education funds.

At such time as the School has determined the number of its students who have disabilities as defined in Minnesota Statutes sections 125A.02, 125A.03 to 125A.24, and 125A.65, the School shall provide special education instruction and services to such children.

- (b) Health and Safety. The School shall meet the same federal, state, and local health and safety requirements applicable to a school district.

- (c) Immunization. The School shall comply with the Minnesota Statutes section 121A.15, requiring proof of student immunization, or exemption consistent with Applicable Law, against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and hemophilia influenza type B prior to enrollment.
- (d) Human Rights Act. The School shall comply with the Minnesota Human Rights Act, Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes section 121A.04, which governs provisions of equal opportunities for members of both sexes to participate in athletic programs.
- (e) Student Discipline and Dismissal. The School shall comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes sections 121A.40 to 121A.575. The school board shall provide to 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) Fee Law. The School shall comply with the Minnesota Public Schools Fee Law, Minnesota Statutes sections 123B.34 to 123B.39, which governs authorized and prohibited student fees.

Section 8.2. Federal Laws. The School shall comply with applicable federal laws. Nothing in this Contract shall be deemed to apply any other federal law to the School.

Section 8.3. Intellectual Property. The School has ascertained that its name and logo do not violate or infringe upon the intellectual property rights of any third party and has taken appropriate measures to secure the intellectual property rights with respect to its name and logo. The School gives 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. Student Records. The School shall comply with Applicable Law regarding the management and transfer of student records consistent with Minnesota Statutes sections 120A.22 Subd. 7, 138.163, and 138.17.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. 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. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities, obligations, rights, or remedies of either the School or 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. Grounds for Revocation/Termination or Nonrenewal. 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. Procedures for Revoking/Terminating or Not Renewing Contract.
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 non-compliance. If the School's response includes admissions of non-compliance with the Contract or Applicable Law, the School Board's response must also contain a description of the School Board's plan and timeline for correcting the non-compliance with the Contract or Applicable Law. If the School's response includes a denial of non-compliance with the Contract or Applicable Law, the School's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the School Board may request that an informal hearing be scheduled with 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) Informal Hearing. 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. Dissolution. If this Contract is revoked/terminated, or if this Contract is not renewed pursuant to this Article, the School will dissolve following the process provided by Applicable Law relating to dissolutions and Exhibit M.

Section 10.5. Distribution of Property Upon Termination of Contract. In the event of dissolution of the School, all property which it might lease, borrow or contract for use, shall be promptly returned to those organizations or individuals from which the School has leased or borrowed the materials.

Section 10.6. Property Owned by School. All property which has been purchased by the School will remain its own. In the event of subsequent dissolution of the School, such property as may be required or permitted by Applicable Law will first be donated to any other Minnesota Charter School. Any remaining property will then be sold or distributed in accordance with Applicable Law.

Section 10.7. Property Owned by School Employees. All property personally and/or individually owned by the trained and licensed teachers or staff employed by the School, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, personal mementos, and other materials or apparatuses which have been personally financed by teachers or staff. Such property does not include lesson plans and related materials developed and produced by School employees to implement the School's academic plan and curriculum; the School will ensure that its employment agreement with its employees document that such property is School property.

ARTICLE XI

ADDITIONAL PROVISIONS

Section 11.1. Contract Renewal or Transfer to Different Authorizer.

(a) Contract Renewal.

1. Considerations Determining Renewal. The School acknowledges that improving all pupil learning and all student achievement is the most important factor 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. Corrective Action Renewal. If the School has improved all pupil learning and all student achievement, but School performance also indicates the existence of a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial,

operational, governance, or legal compliance areas, or deficiencies in multiple areas, or failure to meet environmental educational goals specified in Exhibit H, 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 September 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) Transfer to a Different Authorizer. 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. Insurance. The School Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

- (a) workers' compensation insurance;
- (b) insurance covering all of the School's real and personal property, whether owned or leased;
- (c) insurance required by Minnesota Statutes section 466.04, including a minimum of commercial general liability insurance in comprehensive form, bodily injury

and property damage combined of one and a half million dollars (\$1,500,000) per occurrence and personal injury of one and a half million dollars (\$1,500,000) per occurrence, and three million dollars (\$3,000,000) per occurrence for the release or threatened release of a hazardous substance; and

- (d) if not included under its general liability coverage, additional coverages as follows: minimum automobile liability insurance coverage, bodily injury and property damage, of one million dollars (\$1,000,000) per occurrence if the School owns or operates motor vehicles; officer and employee errors and omissions/professional liability of one and a half million dollars (\$1,500,000) per occurrence; and employee dishonesty insurance of one hundred thousand dollars (\$100,000).

The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota. The School may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to 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. Legal Liabilities. 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. Indemnification of ACNW & Commissioner. 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. Term of Contract. This Contract shall be effective July 1, 2019, and shall remain in full force and effect for three (3) 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. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram or electronic mail; or (iii) upon placing into United States mail if by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by written notice delivered pursuant hereto:

If to ACNW:

Audubon Center of the North Woods
Attn: Director of Charter School Authorizing
43 Main St. S.E., Suite #507
Minneapolis, MN 55414

If to School:

East Range Academy of Technology and Science
Attn: Board Chair
2000 Siegel Blvd
Eveleth, MN 55734

Section 12.3. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. Subject to Section 9.2, if any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.4. Successors. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors.

Section 12.5. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between 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. Governing Law. This Contract shall be governed and controlled by the laws of the State of Minnesota as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.9. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.10. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.11. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.12. No Third Party Rights. This Contract is made for the sole benefit of the School and 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. Termination of Responsibilities. 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. Survival of Provisions. The terms, provisions, and representations contained in Section 11.1(a)3 Probationary Renewal, 11.2 Insurance, Section 11.5 Legal Liabilities, Section 11.6 Indemnification of 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, 2019

AUDUBON CENTER OF THE NORTH WOODS

By: _____
Erin Anderson
Its: Director of Charter School Authorizing

As the authorized representative of the School, I hereby certify that the School is able to comply with the Contract and all Applicable Law, and that the School, through its governing board, has approved and agreed to comply with and be bound by all of the terms and conditions of this Contract.

By: _____
Erin Haglund
Its: Board Chair

EXHIBIT A

June 28, 2011

Steve Dess, Charter School Coordinator
Audubon Center of the North Woods (ACNW)
43 Main Street S.E., Suite 238
Minneapolis, MN 55072

Dear Mr. Dess:

This letter provides notification that the request by Audubon Center of the North Woods (ACNW) to authorize East Range Academy of Technology and Science (ERATS) is approved according to requirements set forth in Minnesota Statutes, section 124D.10, Charter Schools.

We recognize that Capella University no longer desires to authorize charter schools and that ERATS and Capella University jointly agree to mutually terminate their charter contract, pursuant to Minnesota Statutes, section 124D.10, subdivision 23(c)(2010).

The Minnesota Department of Education (MDE) approves this change of authorizer request for ACNW to authorize ERATS with the expectation that ACNW monitors the school's progress and accountability to address the areas for improvement identified in the request.

Furthermore, future requests submitted by ACNW must contain more compelling evidence of: 1) ACNW's evaluation and analysis of each of the required elements contained in "Part C" of the MDE "Process for Change of a Charter School Authorizer;" and 2) ACNW's specific plan and timeline for monitoring and holding the school accountable for effectively addressing/resolving concerns or deficiencies noted by the existing authorizer's report or evaluation on the fiscal and operational status and student performance of the school as required in "Criteria D.II" of the MDE "Process for Change of a Charter School Authorizer."

ACNW requests must contain their more precise school performance expectations/goals for school improvement, timelines, and how progress will be measured by the authorizer. The Department will challenge ACNW to an uncompromising commitment to holding authorized schools accountable to appropriately rigorous academic expectations.

Page 2
ACNW Change of Authorizer Request

This approval provides ACNW the authority to move forward in the process of becoming the new authorizer for ERATS. Please submit the new charter contract between ACNW and ERATS to the MDE Charter School Center once finalized and signed. Please note, the final contract must comply with Minnesota Statutes, section 124D.10, subdivision 6 (2010), including that:

- the term of the contract, may be up to “**three years for an initial contract**,” and
- the authorizer must submit to the commissioner a copy of the signed charter contract within ten business days of its execution.

Congratulations! Please contact Stephanie Olsen at stephanie.olsen@state.mn.us or 651-582-8348 if you have any questions or are in need of further assistance.

Sincerely,



Dr. Brenda Cassellius
Commissioner

Enclosure

Cc: Mike Rauzi, Board Chair
East Range Academy of Technology and Science

Amy Hendrickson, Director
East Range Academy of Technology and Science

Julie Smolich, Charter School Liaison
Capella University

Process for Change of a Charter School Authorizer - Review Form

School: East Range Academy of Technology and Science (ERATS)

Existing Authorizer: Capella University Potential New Authorizer: ACNW

Date Updated: 6/26/11

Yes?		No?					
A.I	X			n/a	n/a	n/a	n/a
A.II	X			n/a	n/a	n/a	n/a
A.III	X			n/a	n/a	n/a	n/a
A.IV	X			n/a	n/a	n/a	n/a
				Promising Practice the authorizer's fulfillment of this section demonstrated a promising practice of high-quality authorizing	Satisfactory the documentation evidences the authorizer's fulfillment of their commissioner-approved plan	Unsatisfactory the documentation does not evidence the authorizer's fulfillment of their commissioner-approved plan	
B.I	X				Pages 13-15 of the request included a sufficient description of how chartering ERATS is a way for the organization to carry out its mission as an authorizer. The description is consistent with the ACNW "Charter School Authorizing Manual 2010-2011 (pages 4-7)" and "Statement of Interest" document section "A-1: Chartering Mission and Vision – ACNW (pages 14-15)" contained in the ACNW's approved authorizer application. The request also contained a supplemental document titled, "Mission Match Materials" prepared by ACNW reviewers to inform the approval process and is evidence of a "promising practice in authorizing."		
B.II	X				Page 15-17 of the request included a satisfactory description of ACNW's capacity to authorize ERATS. The description is consistent with the ACNW "Charter School Authorizing Manual 2010-2011 (pages 8-15)" and "Statement of Interest" document section "A.2: Authorizing Capacity and Infrastructure (pages 15-19)" of ACNW's approved charter school authorizer application. The request also noted the expansion of their capacity since their authorizer application was approved and in order to accommodate and increased number of schools interested in transferring to ACNW. This section of future requests could be further strengthened by naming the current ACNW organizational/staffing information pertinent to "capacity and infrastructure" and perhaps naming the proposed liaison & any anticipated other "pool member" specialists that will be assigned to the school and justification. Liaison assignments were submitted to MDE previously under separate cover.		
				Promising Practice the authorizer's fulfillment of this section demonstrated a promising practice of high-quality authorizing	Satisfactory the documentation evidences the authorizer's fulfillment of their commissioner-approved plan	Unsatisfactory the documentation does not evidence the authorizer's fulfillment of their commissioner-approved plan	

C.I	X		<p>Pages 18-20 of the request included a satisfactory description of the application and review process used by ACNW to decide to authorize ERATS. The description is consistent with the "ACNW Transfer Authorizer Application Guide 2010-2011" and "ACNW Charter School Authorizing Manual 2010-2011" (pages 25-28) contained in the ACNW's approved authorizer application and as revised in their December 13, 2010 response to the commissioner. The request also included supporting evidence titled, "Field Report to Coordinator," dated February 19, 2011. This section of the authorizer's request could be strengthened in the future by including specific comments, clearly aligned to the ACNW evaluative criteria, to justify their scoring. Future requests could also be strengthened by citing members present at meetings and any comments raised by Charter School Committee members and members of the ACNW Board of Directors.</p>	
C.II.i	X		<p>Pages 20-22 of the request included a satisfactory description of the evaluation and analysis of ERATS's statutory purposes by ACNW based on review of the application submitted by ERATS. The description is consistent with the "ACNW Transfer Authorizer Application Guide 2010-2011" (pages 11-12) contained in their approved charter school authorizer application. Future requests could be strengthened by including specific reviewer evaluative comments to justify their scoring.</p>	
C.II.ii	X		<p>Pages 22-28 of the revised request included a satisfactory evaluation and analysis ACNW used to review how ERATS's mission, goals, program model and student performance expectations were sufficiently addressed in the school's change of authorizer application consistent with the evaluation criteria contained on pages 13-14 (Vision and Mission), pages 15-16 (Goals and Student Performance Expectations), and pages 17-19 (Education Program Model) of the "ACNW 2010 Charter Transfer Application and Guide" contained in their approved charter school authorizer application. However, this section of future authorizer request must be strengthened by providing a more thorough explanation of the ACNW evaluation and analysis of the school performance on these elements vs. reiteration of content from the school's application submitted to ACNW. Future requests could also be strengthened by including specific reviewer comments to justify their scoring.</p>	
C.II.iii	X		<p>Pages 27-28 of the revised request included a satisfactory description of the evaluation and analysis ACNW used to review ERATS's plans for evaluating educational, organizational, and fiscal performance. The description is consistent with page 20-22 ("Educational, Organizational and Fiscal Performance Evaluation Plan") of the "2010-11 ACNW Transfer Authorizer Application Guide" contained in their approved charter school authorizer application. Future requests could be strengthened by including specific reviewer comments, clearly aligned to the ACNW evaluative criteria, to justify their scoring.</p>	

C.II.iv	X			Pages 32-34 of the revised request included a satisfactory description of the evaluation and analysis ACNW used to review ERATS's governance plan. The description is consistent with page 24-26 ("Governance and Management Plan") of the "ACNW 2010-11 Transfer Authorizer Application Guide" contained in their approved charter school authorizer application. This section of future authorizer request could be strengthened by inclusion of a more thorough explanation of the analysis of the governing body and documents ACNW inspected, as well as specific reviewer comments to justify their scoring.	
C.II.v	X			Pages 29-30 of the revised request included a satisfactory description of the evaluation and analysis ACNW used to review ERATS's financial management plan. The description is consistent with page 20 ("Financial Management Plan") of the "ACNW 2010-11 Transfer Authorizer Application and Guide" contained in their approved charter school authorizer application. This section of future authorizer request could be strengthened by inclusion of a more thorough explanation of the analysis of the school's financial management plan and documents ACNW inspected, as well as specific reviewer comments to justify their scoring.	
C.II.vi	X			Page 36-39 of the request included a satisfactory description of the evaluation and analysis ACNW used to review how ERATS's administration and operations plans were sufficiently addressed in the school's change of authorizer application. The description is consistent with "6A – Administration Plan" (p. 28-31) and "6B Operation Plan" (p. 31-33) of the "2010-11 ACNW Transfer Authorizer Application Guide" contained in their approved charter school authorizer application. This section was strengthened from previous authorizer requests as the section included information on the majority of ACNW "evaluative criteria." However, this section of future authorizer request must be strengthened by providing a more thorough explanation of the ACNW evaluation and analysis of the school's existing plans/practices vs. reiteration of content from the school's application submitted to ACNW. Future requests could also be strengthened by including specific reviewer comments to justify their scoring.	
		Yes?	No?	Promising Practice the authorizer's fulfillment of this section demonstrated a promising practice of high-quality authorizing	Satisfactory the documentation evidences the authorizer's fulfillment of their commissioner-approved plan
D.I	X			Pages 40-42 of the request included a satisfactory description of the accountability plan ACNW will use to evaluate the school's educational, organizational and fiscal performance. The description is consistent with pages 29-33 of ACNW's approved charter school authorizer application. More elaboration and specificity with regard to timelines would strengthen this section of future ACNW requests.	Unsatisfactory the documentation does not evidence the authorizer's fulfillment of their commissioner-approved plan

D.II	X		<p>Pages 43-44 of the request included a satisfactory description of ACNW's plan and timeline to monitor and effectively address the existing authorizer's (Capella University) recommendations for improvement contained in their letter dated June 21, 2011 regarding their performance review of ERATS per Minnesota Statutes, section 124D.10, subdivision 23(c)(2010). The description is consistent with pages 29-33 of ACNW's "Charter School Authorizing Manual" contained in their approved charter school authorizer application. The section acknowledged the existing authorizer's few areas for school improvement and a general plan for future oversight. However, more specificity is needed in this section of future ACNW requests regarding ACNW's specific plan and timeline for monitoring and holding the school accountable for effectively addressing/resolving concerns or deficiencies noted by the existing authorizer, including the ACNW's precise school performance expectations/goals for school improvement, timelines, and how progress will be measured by the authorizer.</p>			
E	Yes? X	No?	n/a	n/a		



NP OR

ARTICLES OF INCORPORATION OF
East Range Academy of Technology and Science

The undersigned incorporator(s), (a) natural person(s) 18 years of age or older, in order to form a corporate entity under Minnesota Statutes, Chapter 317A, adopt(s) the following articles of incorporation.

ARTICLE I
NAME/REGISTERED OFFICE

The name of this corporation shall be: East Range Academy of Technology and Science.
The corporation's registered office is located at: 801 Harrison Street Eveleth MN 55734

ARTICLE II
PURPOSE

This corporation is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including, for such purposes, the making of distributions to organizations that also qualify as Section 501(c)(3) exempt organizations. To this end, the corporation shall establish a charter school under the laws of the State of Minnesota. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

ARTICLE III
LIMITATIONS

At all times the following shall operate as conditions restricting the operations and activities of the corporation:

1. No part of the net earnings of the corporation shall inure to any member of the corporation not qualifying as exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, nor to any Director or officer of the corporation, nor to any other private persons, excepting solely such reasonable compensation that the corporation shall pay for services actually rendered to the corporation, or allowed by the corporation as a reasonable allowance for authorized expenditures incurred on behalf of the corporation;
2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office; and

3. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended.

4. The corporation shall not lend any of its assets to any officer or director of this corporation [unless such loan program is regularly conducted as part of the activities of the organization and the qualification of the individual to participate in same is determined by a panel comprised solely of non-Board members], or guarantee to any person the payment of a loan by an officer or director of this corporation.

ARTICLE IV DIRECTORS/MEMBERS

The corporation shall have no voting members. The management and affairs of the corporation shall be at all times under the direction of a Board of Directors, whose operations in governing the corporation shall be defined by statute and by the corporation's by-laws. No Director shall have any right, title, or interest in or to any property of the corporation.

ARTICLE V DEBT OBLIGATIONS AND PERSONAL LIABILITY

No member, officer or Director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the members, officers or Directors be subject to the payment of the debts or obligations of this corporation.

ARTICLE VI DISSOLUTION

Upon the time of dissolution of the corporation, assets shall be distributed by the Board of Directors, after paying or making provisions for the payment of all debts, obligations, liabilities, costs and expenses of the corporation, for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any 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 a 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 or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VII INCORPORATOR

The incorporator(s) of this corporation is(are):

Amy Hendrickson

Cynthia Thiel

801 Harrison Street

6781 Pettit Road

Eveleth Minnesota 55734

Gilbert Minnesota 55741

The undersigned incorporator(s) certify(ies) both that she/he/they execute(s) these Articles for the purposes herein stated, and that by such execution, she/he/they affirm(s) the understanding that should any of the information in these Articles be intentionally or knowingly misstated, she/he/they is/are subject to the criminal penalties for perjury set forth in Minnesota Statutes 609.48 as if this document had been executed under oath.

Signature

Amy Hendrickson

Date

1-16-06

Signature

Cynthia Thiel

Date

1-16-06

Contact Information: Cynthia Thiel 218-865-6141 cthiel@mnerats.org

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

FEB 03 2006

Mary Kiff
Secretary of State

BYLAWS

East Range Academy of Technology and Science

Adopted October 5, 2011

ARTICLE I – GENERAL GOVERNANCE

Section 1 - The Board members of East Range Academy of Technology and Science (hereafter “ERATS”) shall be the only members therefore, and persons elected to the Board of Directors shall automatically become members of ERATS for the duration of their terms as directors.

Section 2 – The Board will follow statutes defining board structure as specified in the Minnesota Results-Oriented Charter Schools Status (Statute Chapter 124D.10). The Board will follow open meeting law as defined in Statute 13D.01.

Section 3 – The Board consists of no more than nine (9) persons, but not less than five (5) members.

Section 4 – Beginning no later than May of each year, the Board of Directors will be elected to designated terms of at least: One (1) teacher members, one (1) parent members and one (1) community member.

Each member is elected for a three (3) year term.

All parents and legal guardians of students at East Range Academy of Technology and Science and all staff employed by ERATS, shall be eligible to vote in these elections.

Section 5 – Special meetings of the members may be called by the Chair of the Board of Directors and must be called upon the written request of any member. The notice of any special meeting shall state the time and place of such meeting and the purpose therefore.

Section 6 – It shall be the duty of the Secretary to mail or e-mail a notice of each special meeting, state the purpose thereof, as well as the time and place it is to be held, to each member of ERATS, not less than three (3) but not more than thirty (30) days prior to such meeting. The mailing or e-mailing of a notice in the manner provided in this section shall be considered due service of notice.

Section 7 - Meeting of the ERATS board shall be open to the public in accordance with MN Statute Chapter 13D. In addition to notifying the members, the secretary is responsible for posting and distributing the official meeting notification to board members and the public.

Section 8 - At every meeting of the members, each member present shall have the right to cast one vote on each question and never more than one vote.

Section 9 - Any member may resign from the ERATS board by delivering a written resignation to the Chair of the Board of Directors or the Secretary, and such written notice shall constitute a resignation.

ARTICLE II – BOARD OF DIRECTORS

Section 1 - The Board of Directors shall have the governing authority over all business and affairs of ERATS and shall exercise by appropriate rules or resolutions all the powers that may be exercised in accordance with state law and the organization's Articles of Incorporation and these Bylaws.

Section 2 - Meetings of the Directors shall be held at a suitable place convenient to the members of the Board of Directors and as designated by the Board of Directors.

Section 3 - At all meetings of the board, a majority of the directors shall constitute a quorum for the transaction of business. The actions of the majority present at the meeting shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting for a new meeting.

Section 4 - The ERATS Board elections shall be held in May. The annual meeting shall be held at the first meeting in June of each year.

Section 5 – Vacancies in the Board of Directors shall be filled by appointment by the chair with confirmation by a majority vote of the remaining directors, even though they may constitute less than a quorum. Each person so appointed shall be a director, and serve the remainder of the term of the director who was replaced.

Section 6 - No compensation shall be paid to directors for their services as a director. Reasonable remuneration may be paid to the director for services performed for ERATS in any other capacity, and consistent with state law.

Section 7 - The directors shall not enter into on ERATS's behalf, any contact, transaction or act, or carry any activity not permitted to be made, entered into or carried on by any organization exempt from tax under the section 501(c)(3) of the Internal Revenue Code of 1954, as now constituted or hereafter amended, or by any organization, contributions to which are deductible under the section 501(c)(3) of the Internal Revenue Code of 1954, as now constituted or hereafter amended. In addition, the directors shall not make, enter into or carry on any activity which could cause ERATS to be deemed a private foundation within the meaning of Section 509 of the Internal Revenue Code of 1954, as now constituted or hereafter amended.

Section 8 - No officer, trustee, or board member will vote on his/ her personal employment contract, including compensation, or any such agreement for relatives or other related parties.

Section 9 - As stated in Statute 124D.10 - subd. 4 (f) - "Every charter school board member shall attend department-approved training on board governance, the board's role and responsibilities, employment policies and practices, and financial management. A board

member who does not begin the required training within six months of being seated and complete the required training within 12 months of being seated on the board is ineligible to continue to serve as a board member.”

ARTICLE III – OFFICERS

Section 1 - The principle officers of ERATS shall be a chair of the Board of Directors, vice chair, secretary, and treasurer, all whom shall be elected by the Board of Directors. Directors may appoint assistant treasurers, assistant secretaries, Data Practice Act Authorities, and such officers as, in their judgment, may be necessary. Any two offices may be held by the same person.

Section 2 - The officers of ERATS shall be elected annually by a majority vote of the Board of Directors at the annual meeting.

Section 3 - Upon an affirmative vote of a majority of the members of the Board of Directors, an officer may be removed, either with or without cause, and his/her successor can be appointed by an affirmative vote of a majority of members of the Board of Directors at any regular meeting of the Board of Directors or special meeting of the Board of Directors. Such removal is without prejudice to any contract rights, if any, which such officer may have with ERATS.

Section 4 - In the event that an office becomes vacant, such vacancy shall be filled by the affirmative vote of a majority of members of the Board of Directors then in office. An officer so elected shall hold office and serve until the next annual meeting of the Board of Directors and until the successor is elected.

Section 5 - The Chair of the Board of Directors shall be the chief executive officer of ERATS. The chair shall preside at all meetings of the members and the Board of Directors. The Chair of the Board of Directors shall: Act as the chairman of the Board of Directors and exercise the functions of the office of the chair of the corporation, preside at all meetings of the Board of Directors; 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; sign and deliver, in the name of the corporation, all deeds, mortgages, bonds, contracts, or other instruments requiring an officers signature, unless otherwise directed by the board; have the general powers and duties usually vested in the office of the chair; and have such other powers and perform such other duties as are prescribed by Minnesota Statutes, Section 317A.305 Subd. 2, and as the Board of Directors may from time-to-time prescribe.

Section 6 - The secretary shall keep minutes of all meetings of the Board of Directors. The secretary shall have charge of the membership records and of such other books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident of the office of secretary.

Section 7 – The treasurer shall oversee all funds, property, and securities of ERATS, subject to such regulations as may be imposed by the Board of Directors. The Treasurer shall also serve as the chair of the School Board Finance Committee.

ARTICLE IV – CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1 – The Board of Directors may authorize any officer or officers, agent of ERATS, in addition to the officers so authorized by the bylaws, to enter into any contract or executed and delivered any instrument in the name of and on behalf of ERATS, and such authority may be general or confined to specific instance.

Section 2 – All checks, drafts, or orders for payment of money, notes, or other evidence of indebtedness issued in the name of ERATS shall be signed by such office or officers, agent or agents, of ERATS and in such manner as shall from time-to-time be determined by the Board of Directors.

Section 3 – All funds of ERATS shall be deposited to the credit of ERATS in such banks, trust companies, and other depositories as the Board of Directors may select.

ARTICLE V – FISCAL YEAR

The fiscal year of ERATS shall commence on July 1st of each year and end June 30th of the following year.

ARTICLE VI – AMENDMENT OF THE ARTICLES OF INCORPORATION OR BYLAWS

The Board of Directors may propose amendments to the Articles of Incorporation and theses bylaws by resolution setting forth the proposed amendment or amendments and directing that they be submitted for adoption at a meeting of the members. Notice of the meeting of members starting the purpose shall be given to each member. An Amendment shall be adopted when it has received the affirmative vote of a two-thirds majority of the members present.

ARTICLE VII – RULES GOVERNING MEETINGS

Meetings of the Board of Directors shall be governed by (Robert's Rules of Order) latest edition.

ARTICLE VIII – CERTIFICATE OF THE CHAIRPERSON OF THE BOARD OF DIRECTORS

The Undersigned does hereby certify:

1. That he or she is the duly elected Board of Directors of East Range Academy of Technology and Science, a Minnesota nonprofit corporation; and
2. That the foregoing Bylaws, including this page, constitute the Bylaws of said corporation, as duly adopted at a meeting of the Board of Directors therefore, duly held on October 5, 2011.

IN WITNESS WHEREOF, I have here unto subscribed by name this October 5, 2011.

Chair of the Board of Directors

Vice-Chair of the Board of Directors

Treasurer

Secretary

East Range Academy of Technology and Science

Exhibit D: Description of Education Programs: In-School Time

School Name: East Range Academy of Technology & Science

Mission: East Range Academy of Technology & Science provides a personalized curriculum to high-school students of all achievement levels to prepare them to be productive adults in today's ever-changing world. We provide a stable environment by developing close student-teacher relations with small class sizes, offering unique courses that expose students to new ideas, and applying current technology advances to everyday life. Students and staff work together to better prepare students to transition into the future.

Vision: East Range Academy of Technology & Science provides an educational climate where individuality is respected and where teachers accept and meet the challenge of enhancing the learning of all students.

Program Description:

The school offers a fairly traditionally structured school day, especially for its 9th and 10th grade students. Students in those younger grades follow a school-day schedule that is separated into seven class periods, including six academic courses and one daily advisement period. During advisement, teachers meet with their students to ensure they are following their personalized goal and learning plans. Before the school year starts, advising teachers meet with students and parents to review prior years' successes and failures, to consider relevant academic, social, and emotional goals, and to plan out strategies for meeting those goals. Advising teachers are acutely aware of each of their advisee's goals and strive to guide their students toward them, working with students, parents, and other staff to ensure each child is making academic progress in each of their classes, and following up with students and parents (and outside sources as needed) regarding other social and emotional goals. Advising teachers to the 9th and 10th grade students make and document at least bi-weekly contact with parents regarding their child's successes and struggles.

In the 11th and 12th grades, the students are given more flexibility for their learning. Their day may be broken down into a traditionally structured 7-period day, though that day is likely to have more blocks of time for variations in learning such as PSEO (college) classes, job training and actual employment, family education and real-life responsibilities, blended and self-paced learning, and other needed real-life assistance (such as with social services). Though they meet with their advising teacher daily, and though they too have designed academic, emotional, and social goals with their advisor and (whenever possible) their parents, goals for these students more reflect

the independence and responsibility they will soon have for themselves after graduation. Advising teachers in these grades help ensure students meet a series of life-skill goals before graduation to prepare them for a smoother transition into post-secondary learning, the military, or the work force. The life-skill goals include completing college entrance, military, or job entrance paperwork, insurance paperwork, employment paperwork (such as resumes and cover letters), and other real-world financial documents.

The school assesses student academic growth with STAR reading and math tests at least twice annually; MCA exams as required; and ACT, Accuplacer and/or ASVAB exams depending on the student's post-secondary choices. Students life-skill and transition readiness are documented through portfolio, and their environmental education goals are document through school assessments and portfolios. All of this data is reported to ACNW annually through a report due in the autumn of each year.

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: East Range Academy of Technology and Science

Program Description:

The East Range Academy offers an afterschool program for students to receive additional help on their assignments, work on credit recovery, or catch-up on classes if attendance has been an issue. At least one licensed teacher runs the program and it is funded through general funds and intervention funds. This option is very important to the school mission because it gives students additional personalized opportunities to increase academic achievement and to earn credit towards graduation. Some students struggle in a traditional setting or may have a health or family issue that needs be addressed in a different type of learning environment. There are usually 5-10 students and 1-3 teachers on any given afterschool day taking the opportunity to participate through this program. Some students thrive in the smaller environment, and for many, after participating for a few months or years, “afternoon school” is almost like family.

The school also offers a short summer school program during June to students who need to complete credits in core classes. The summer school program works with students via small group settings and one-on-one interactions. Students are able to work at their own pace. The program allows seniors who have missed the May graduation to finish credits in order to graduate at the end of June. The summer school program is run by a licensed teacher and a paraprofessional for added help. The program is funded through Title I as well as general funds.

One of the unique educational experiences the school offers is its Saturday and off-day field trips. During the academic year, the school offers monthly opportunities for all students to experience learning outside the traditional classroom through educational day trips to academic and environmental learning locations. Students gain knowledge and insight through visiting and directly participating in events outside of the school, and most-often outside of the Iron Range. In the past, students have visited the Minnesota Historical Society, the Duluth Zoo, the Duluth Great Lakes Aquarium, and the St. Paul Minnesota Science Museum, as well as numerous others. The program will expand in coming years to include theater, more museum and art

field trips, Native American culture field trips, and more environmental field trips. Each staff member participates in chaperoning or planning at least one Saturday field trip per year. The field trips are budgeted for from general funds.

Exhibit F: Statutory Purposes

The primary purpose of East Range Academy of Technology & Science (ERATS) is to improve all pupil learning and all student achievement. ERATS will report its implementation of the primary purpose in its annual report.

The school will implement and report results of this important primary purpose in the following ways:

Teachers will engage students, many who have been previously disenfranchised by previous life situations and schooling, by providing relevant and personalized instruction through direct classroom and blended-learning experiences.

In the 9th and 10th grades, the focus will be on direct classroom instruction to improve basic skills for those students who need and to expand skills for those students who are already at grade level. In the 11th and 12th grades, the focus will be on high-quality blended self-paced learning, PSEO college options, and other personalized alternatives to transition students successfully to post-secondary, military, work-force, and adult and family responsibilities.

The school will provide a detailed annual report to ACNW regarding student learning and academic growth and achievement as measured through the following annual standardized tests: Renaissance Tests (STAR tests) to show growth of students in reading and math, the Minnesota Comprehensive Assessments (annual MCAs) to show grade-level proficiency in reading, math, and science; the ACT (4-year college entrance exam) and/or Accuplacer (2-year Minnesota college placement exam) and/or the ASVAB (military entrance exam) to show readiness for post high-school education and training.

The additional purposes of East Range Academy of Technology & Science are to:

- ☒ Increase learning opportunities for all pupils.
- ☐ Encourage the use of different and innovative teaching methods.
- ☐ Measure learning outcomes and create different and innovative forms of measuring outcomes.
- ☐ Establish new forms of accountability for schools.
- ☒ Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

ERATS will report its implementation of this (these) additional purpose(s) in its annual report.

The school will report its implementation of these additional purposes in the following ways:

In the school's annual report to ACNW, the school will detail the number and percentage of students participating in PSEO options, career training, and other personalized options, as well as qualitative and quantitative information regarding the successes and challenges of students involved in those programs. The annual report will also detail the number and percentage of students meeting life-skill transition goals as measured on 7 different tasks per the school's mission and vision goals detailed in Exhibit G of this document. And, the school will also detail the number and percentage of students meeting environmental education goals through programs and projects at the school

designed to broaden their awareness, knowledge, attitudes, environmental skills, and ability to take action on environmental issues as measured per the school's goals in Exhibit H and P of this document.

The East Range Academy of Technology & Science has a history of providing professional learning and leadership opportunities for staff members. The administration and board of the school will continue to offer those opportunities and will report on them yearly in the annual report to ACNW.

East Range Academy of Technology and Science

Exhibit G: Academic and Academic-Related Goals

Contract Period July 1, 2019 through June 30, 2022 (Operational starting in FY20)

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	10
2: English Language Learners	0
3: Reading Growth	22
4: Math Growth	22
5: Reading Proficiency	8
6: Math Proficiency	8
7: Science Proficiency (and Growth)	8
8: Other Proficiency or Growth	N/A
9: Post Secondary Readiness	16
10: Attendance	6
Overall	100

Indicator 1: Mission Related Outcomes

10 Points

School Goal: *Over the period of the contract, students at East Range Academy of Technology & Science (ERATS) will demonstrate life skills for successful transition beyond high school.*

Performance Ratings	<p>Measure 1.1 – 10 Points: From FY20 to FY21, the aggregate percentage of graduating seniors who have demonstrated before graduation the skills needed to transition beyond high school will be 90%. This will be defined as successfully completing all 7 adult life-skills tasks listed below as documented by their Life Skills Portfolio. Life skills include:</p> <ol style="list-style-type: none"> 1. Student has completed a college application and FAFSA form; OR student has completed military enlistment paperwork; OR student is presently working at least (20) hours per week at a job he or she intends to keep after graduation; OR student has completed a trade apprenticeship application; OR student has completed (4) quality example job applications and the mock-interview process; 2. Student has completed a MNsure application for health care; OR student presently has health insurance through another source and has proof of that insurance; 	Result:
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	<p>3. Student has completed a 1040EZ tax form and a Minnesota state tax form;</p> <p>4. Student has completed a financial literacy unit, including how to open a bank account, how to use debit/credit cards, and how to prepare a budget;</p> <p>5. Student has obtained all documents needed for employment: birth certificate; social security card, and state ID or drivers license; student has completed a federal and state W-4;</p> <p>6. Student has a working, professional email set-up and demonstrates use of it, including attachments;</p> <p>7. Student has created a quality resume and cover letter.</p>		
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 80%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 2: English Language Learners

0 Points

School Goal: ERATS does not currently have points associated with this indicator, as it does not serve a significant population of ELL Learners.

Performance Ratings	Measure 2.1 [CCR] – 0 Points: From FY19 to FY21, the aggregate percentage of English Learners meeting target on the ACCESS test grades 6-12 will be equal to or greater than that of the state percentage of English Learners meeting target.
Exceeds Target (x1.5)	The aggregate percentage is at least 10.0 percentage points greater than the state percentage of English Learners meeting target.
Meets Target (x1.0)	The aggregate percentage is equal to or greater than the state percentage of English Learners meeting target.
Approaches Target (x0.5)	The aggregate percentage is within 5.0 percentage points of the state percentage of English Learners meeting target.
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.
Performance Ratings	Measure 2.2 [CCR] – 0 Points: From FY19 to FY21, the average progress toward target for English Learners grades 6-12 on the ACCESS test will be equal to or greater than the state average progress toward target.
Exceeds Target (x1.5)	The aggregate percentage is least 10.0 percentage points over the state average progress toward target.

Meets Target (x1.0)	The aggregate percentage equal to or greater than the state average progress toward target.
Approaches Target (x0.5)	The aggregate percentage is within 5.0 percentage points of the state's average progress toward target.
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.

Indicator 3: Reading Growth

22 Points

School Goal: *Over the period of the contract, students at ERATS will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.*

Performance Ratings	Measure 3.1 [CCR] – 2 Points: From FY19 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.		

Performance Ratings	Measure 3.2 [CCR] – 2 Points: From FY19 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] – 10 Points: From FY19 to FY21, the aggregate percentage of all students in grades 9-12 with valid pre- and post-test results who increase their grade equivalent (GE) score by at least one academic year or maintain a GE score at or above grade level for fall to spring administration of the STAR assessment 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.		
Performance Ratings	Measure 3.4 [CCR] – 8 Points: From FY19 to FY21, the aggregate percentage of all students in grades 9-12 with valid pre- and post-test results who are more than one year below grade level in the fall and increase their grade equivalent (GE) score by at least 1.5 academic years for fall to spring administration of the STAR assessment will be at least 50%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 60%.		
Meets Target (x1.0)	The aggregate percentage is at least 50%.		
Approaches Target (x0.5)	The aggregate percentage is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 4: Math Growth

22 Points

School Goal: *Over the period of the contract, students at ERATS will demonstrate growth in math as measured by state accountability tests and nationally normed assessments.*

Performance Ratings	Measure 4.1 [CCR] – 2 Points: From FY19 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.		
Performance Ratings	Measure 4.2 [CCR] – 2 Points: From FY19 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 4.3 [CCR] – 10 Points: From FY29 to FY21, the aggregate percentage of all students in grades 9-12 with valid pre- and post-test results who increase their grade equivalent (GE) score by at least one academic year or maintain a GE score at or above grade level for fall to spring administration of the STAR assessment will be at least 65%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 75%.		
Meets Target (x1.0)	The aggregate percentage is at least 65%.		
Approaches Target (x0.5)	The aggregate percentage is at least 55%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 4.4 [CCR] – 8 Points: From FY19 to FY21, the aggregate percentage of all students in grades 9-12 with valid pre- and post-test results who are more than one year below grade level in the fall and increase their grade equivalent (GE) score by at least 1.5 academic years for fall to spring administration of the STAR assessment will be at least 50%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 60%.		
Meets Target (x1.0)	The aggregate percentage is at least 50%.		
Approaches Target (x0.5)	The aggregate percentage is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 5: Reading Proficiency

8 Points

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

Performance Ratings	Measure 5.1 [RG3] – 2 Points: From FY19 to FY21, the school's aggregate proficiency index score for students in grade 10 will increase by at least 5.0 points from the baseline proficiency index score (FY15-FY18 baseline - 54.2) OR will be greater than that of the state for the same grade (10).	Result:	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline 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 5.0 points greater than the baseline OR greater than the state score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is greater than the baseline score OR 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 5.2 [RG3] – 2 Points: From FY19 to FY21, the school’s aggregate proficiency index score for students in grade 10 will be greater than the aggregate average of Iron Range district schools ¹ for the same grade (10).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the aggregate average of Iron Range district schools ¹ .		
Meets Target (x1.0)	The school’s aggregate proficiency index score is greater than the aggregate average of Iron Range district schools ¹ .		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the aggregate average of Iron Range district schools ¹ .		
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] – 1 Points: From FY19 to FY21, the school’s aggregate proficiency index score for students in the free/reduced price lunch subgroup will be greater than that of the state for the same subgroup and same grade (grade 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 5.4 [CCR] – 1 Points: From FY19 to FY21, the school’s aggregate proficiency index score for students in the free/reduced lunch subcategory will be greater than the aggregate average of Iron Range district schools ¹ for the same grade (10).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the aggregate average of Iron Range district schools ¹ .		
Meets Target (x1.0)	The school’s aggregate proficiency index score is greater than the aggregate average of Iron Range district schools ¹ .		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the aggregate average of Iron Range district schools ¹ .		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

¹ “Iron Range district schools” is defined as the aggregate of seven surrounding district schools: Hibbing, Chisholm, Mountain Iron-Buhl, Virginia, Eveleth-Gilbert, Mesabi East and St. Louis County.

Performance Ratings	Measure 5.5 [CCR] – 1 Points: From FY19 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 same grade (grade 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 [CCR] – 1 Points: From FY19 to FY21, the school’s aggregate proficiency index score for students in the special education subgroup will be greater than the aggregate average of Iron Range district schools ¹ for the same grade (10).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the aggregate average of Iron Range district schools ¹ .		
Meets Target (x1.0)	The school’s aggregate proficiency index score is greater than the aggregate average of Iron Range district schools ¹ .		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the aggregate average of Iron Range district schools ¹ .		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 6: Math Proficiency

8 Points

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

Performance Ratings	Measure 6.1 [CCR] – 2 Points: From FY19 to FY21, the school’s aggregate proficiency index score for students in grade 11 will increase by at least 5.0 points from the baseline proficiency index score (FY15-FY18 baseline – 26.0) to reach the FY13-14 baseline OR will be greater than that of the state for the same grade (11).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the baseline 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 5.0 points greater than the baseline OR greater than the state score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is greater than the baseline score OR		

	within 5.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.2 [CCR] – 2 Points: From FY19 to FY21, the school's aggregate proficiency index score for students in grade 11 will be greater than the aggregate average of Iron Range district schools ¹ for the same grade (11).	Result:	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the aggregate average of Iron Range district schools ¹ .		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the aggregate average of Iron Range district schools ¹ .		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate average of Iron Range district schools ¹ .		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.3 [AGC] – 1 Points: From FY19 to FY21, the school's aggregate proficiency index score for students in the free/reduced price lunch subgroup will be greater than that of the state for the same subgroup and same grade (grade 11).	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 6.4 [AGC] – 1 Points: From FY19 to FY21, the school's aggregate proficiency index score for students in the free/reduced lunch subcategory will be greater than the aggregate average of Iron Range district schools ¹ for the same grade (11).	Result:	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the aggregate average of Iron Range district schools ¹ .		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the aggregate average of Iron Range district schools ¹ .		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate average of Iron Range district schools ¹ .		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 6.5 [CCR] – 1 Point: From FY19 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 same grade (grade 11).	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 6.6 [CCR] – 1 Point: From FY19 to FY21, the school’s aggregate proficiency index score for students in the special education subgroup will be greater than the aggregate average of Iron Range district schools ¹ for the same grade (11).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the aggregate average of Iron Range district schools ¹ .		
Meets Target (x1.0)	The school’s aggregate proficiency index score is greater than the aggregate average of Iron Range district schools ¹ .		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the aggregate average of Iron Range district schools ¹ .		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 7: Science Proficiency (and Growth)

8 Points

School Goal: *Over the period of the contract, students at ERATS will demonstrate proficiency in science as measured by state accountability tests and growth in science as measured by nationally normed assessments.*

Performance Ratings	Measure 7.1 [CCR] – 2 Points	Result:	
	From FY19 to FY21, the school's aggregate proficiency index score for students in High School will increase by at least 5.0 points from the baseline proficiency index score (FY15-FY18 baseline – 50.0) OR will be greater than that of the state for the same grade (HS).		
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline 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 5.0 points greater than the baseline OR greater than the state score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is greater than the baseline score OR within 5.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.2 [CCR] – 2 Points:	Result:	
	From FY19 to FY21, the school's aggregate proficiency index score for students in High School will be greater than the aggregate average of Iron Range district schools ¹ for the same grade (HS).		
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the aggregate average of Iron Range district schools ¹ .		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the aggregate average of Iron Range district schools ¹ .		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate average of Iron Range district schools ¹ .		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.3 [AGC] –1 Points:	Result:	
	From FY19 to FY21, the school's aggregate proficiency index score for students in the free/reduced price lunch subgroup will be greater than that of the state for the same subgroup and same grade (grade HS).		
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 7.4 [AGC] – 1 Points: From FY19 to FY21, the school's aggregate proficiency index score for students in the free/reduced lunch subcategory will be greater than the aggregate average of Iron Range district schools ¹ for the same grade (HS).	Result:	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the aggregate average of Iron Range district schools ¹ .		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the aggregate average of Iron Range district schools ¹ .		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate average of Iron Range district schools ¹ .		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.5 [CCR] – 1 Point: From FY19 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 same grade (grade HS).	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 7.6 [CCR] – 1 Point: From FY19 to FY21, the school's aggregate proficiency index score for students in the special education subgroup will be greater than the aggregate average of Iron Range district schools ¹ for the same grade (HS).	Result:	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the aggregate average of Iron Range district schools ¹ .		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the aggregate average of Iron Range district schools ¹ .		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate average of Iron Range district schools ¹ .		
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

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

Indicator 9: Post Secondary Readiness

16 Points

School Goal: <i>Over the period of the contract, students at ERATS will demonstrate readiness for post-secondary success.</i>			
Performance Ratings	Measure 9.1 [GRAD] – 4 Points: From FY19 to FY21, the aggregate 4-year graduation rate will increase by at least 5.0 percentage points from the baseline graduation rate (FY15-FY18 baseline – 72.5%) OR will be greater than that of the state.	Result:	
Exceeds Target (x1.5)	The school's aggregate graduation rate is at least 10.0 percentage points greater than the baseline rate OR is at least 5.0 percentage points greater than the state rate.		
Meets Target (x1.0)	The school's aggregate graduation rate is at least 5.0 percentage points greater than the baseline rate OR is greater than the state rate.		
Approaches Target (x0.5)	The school's aggregate graduation rate is within 5.0 percentage points of the state rate.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.2 [CCR] – 3 Points: From FY19 to FY21, the aggregate percentage of graduating students achieving an assessment score on a college entrance or placement exam (ACT or Accuplacer) that would place them at college or career ready on at least 50% of the exam sections (e.g. English, Reading, Science, Math on the ACT or ELA and Math on the Accuplacer) will be 50%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 50.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 30.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.3 [CCR] – 3 Points: From FY19 to FY21, the aggregate percentage students who take the Armed Services Vocational Aptitude Battery (ASVAB) and achieve an Armed Forces Qualification Test score of at least 31 will be at least 55%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 65%.		
Meets Target (x1.0)	The aggregate percentage is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage is at least 40%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 9.4 [CCR] – 4 Points: From FY19 to FY21, the aggregate percentage of graduating students who earn at least one college credit prior to graduation, or who earn 54 trade pre-apprenticeship hours will be at least 30%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 40%.		
Meets Target (x1.0)	The aggregate percentage is at least 30%.		
Approaches Target (x0.5)	The aggregate percentage is at least 20%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.5 [GRAD] – 2 Points: From FY19 to FY21, the aggregate percentage of graduates that are accepted in to a post-secondary opportunity (i.e. 4-year college, 2-year college, technical school, certificate program, military, or internship program) prior to graduation will be at least 50%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 65%		
Meets Target (x1.0)	The aggregate percentage is at least 50%		
Approaches Target (x0.5)	The aggregate percentage is at least 35%		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 10: Attendance

6 Points

School Goal: Over the period of the contract, students at ERATS will attend the school at high rates.			
Performance Ratings	Measure 10.1 – 6 Points: From FY19 to FY21 the average of the school's annual consistent attendance rates is at least 10 percentage points greater than the baseline (FY18 – 45.0) OR equal to the state.	Result:	
Exceeds Target (x1.5)	The average of the school's annual consistent attendance rates is at least 15% points greater than the baseline OR will be equal to the state.		
Meets Target (x1.0)	The average of the school's annual consistent attendance rates is at least 10% points greater than the baseline OR will be within 10% of the state.		
Approaches Target (x0.5)	The average of the school's annual consistent attendance rates is at least 5% greater than the baseline.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

EE Performance Indicator 1: Awareness

1. Students at *EAST RANGE ACADEMY OF TECHNOLOGY AND SCIENCE* have the awareness, or are increasing their awareness, of the relationship between the environment and human life.

EE Performance Indicator 2: Knowledge

2. Students at *EAST RANGE ACADEMY OF TECHNOLOGY AND SCIENCE* have the knowledge, or are increasing their knowledge, of human and natural systems and processes.

EE Performance Indicator 3: Attitudes

3. Students at *EAST RANGE ACADEMY OF TECHNOLOGY AND SCIENCE* have an attitude, or are increasing their attitude of, appreciation and concern for the environment.

EE Performance Indicator 4: Skills

4. Students at *EAST RANGE ACADEMY OF TECHNOLOGY AND SCIENCE* have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life.

EE Performance Indicator 5: Action

5. Students at *EAST RANGE ACADEMY OF TECHNOLOGY AND SCIENCE* 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.



ENROLLMENT AND LOTTERY POLICY

East Range Academy has the capacity for 150 ADM, or 210 student enrollments (including part-time). 9th, 10th, and 11th grades will enroll up to 45 full-time students each. Students that enroll after a grade is full will be placed on waiting list and contacted via phone and mail if/when an opening occurs on the order in which they apply. Refer to the board approved school calendar for relevant dates.

The enrollment period for a given school year is March 1st through 3 weeks after the start of Term III for 9th, 10th, and 11th grade students. When the application period has closed, all registrations collected have an equal chance to be selected by lottery, if one is necessary. East Range Academy will give enrollment preference first to a sibling of an enrolled pupil or to a foster child of that pupil's parents, and then enrollment preference will be given to a child of a school staff member.

Per Minnesota Statute 124E.11(g): Once a student is enrolled in the school, the student is considered enrolled in the school until the student formally withdraws or is expelled under the Pupil Fair Dismissal Act.

When the application period for the upcoming school year closes on May 30th, at 3:30 pm, if there are more applications than openings in a grade, all applications will be placed into a lottery. Students will be selected by lottery on the first Monday in June at 10 AM. Students not selected in the lottery will be put on a waiting list according to their lottery number. If a grade still has openings after the lottery, students will be enrolled as applications are received. If additional applications are received after the grade is at capacity, a waiting list will be formed based upon the date a registration form is received.

If a grade level is full and a student is placed on the waiting list after a lottery, parents/guardians sign an “Enrollment Contract” stating the student will be attending in the fall or a “Waiting List Contract” indicating they would like their student to remain on the waiting list. Responses must be received within 3 weeks after the lottery date or students will lose their place.

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 East Range Academy of Technology and Science;
- I have reviewed the charter school contract between East Range Academy of Technology and Science 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

Date

Printed Name

Phone Number

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 <i>ad hoc</i> 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. (<i>See Inventory and Liquidation of Assets below.</i>)		
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		
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 where the student intends to enroll and to have the student's new school contact the student's district of residence to have the student's educational records transferred to the new school.
- * Provide ACNW with a copy of the notice.

Other:

Transfer of Student Records and Testing Material

No later than 10 days after charter revocation send student records to the student's district of residence, including:

- * Individualized Education Programs (IEPs) and all records regarding special education and supplemental services;
- * student health / immunization records;
- * disciplinary records
- * attendance records; and
- * all other student records.

All end of school year grades and evaluations must be completed and made part of the student records, including any IEP /Committee on Special Education meetings /progress reports. As noted above, parents / guardians should be offered copies of students' records before charter revocation. Testing material, including scores, test booklets, and annual data files etc. required to be maintained by the School by the State Education Department must also be forwarded to each student's district of residence. To the extent that scores, etc. will come into existence after the charter revocation, arrangements should be made with the testing agent to forward such material to each student's district of residence. The school should also send a set of Individual Student Reports to each student's district of residence and parents.

Other:

Notification of School Districts

Within 7 days after the charter revocation, the School must notify the school district in which the School is located regarding the termination of the education program and lack of future enrollment.

- * If applicable, notification regarding cessation of food and transportation services should be provided.
- * Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment.
- * Provide ACNW with a copy of the notice.

Other:

Notification of Funding Sources /Charitable Partners

Within 7 days after charter revocation, all other sources of the School's operational funding must be notified in writing of the closure of the School as well as charitable partners of the School.

- * The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from charitable

partners as long as the charity is aware of the School's closure / restructuring status. * Charities with property on the premises of the School should be notified to remove same as soon as possible or after charter revocation, whichever is appropriate.		
Other:		

Notification of Contractors and Termination of Contracts

<p>Within 20 days after charter revocation, formulate a list of all contractors with contracts in effect, and notify them regarding cessation of current school operations at charter revocation.</p> <ul style="list-style-type: none"> * If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property. * Provide ACNW with a copy of such notice. * Retain records of past contracts with proof that they were fully paid (<i>see</i> Records Retention, below) to prevent spurious claims. <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or closure of the School.</p> <ul style="list-style-type: none"> * Telephone, gas, electric, water, insurance (premises and E&O insurance, <i>see</i> below) should remain operative through the charter revocation and to the extent necessary.. 		
Other:		

Notification of Employees and Benefit Providers

<p>After an employee termination date is established, but in no event later than 60 days before charter revocation, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Further notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including:</p> <ul style="list-style-type: none"> * health care / health insurance; * life insurance; * dental plans; * eyeglass plans; * cafeteria plans; * 401(k), retirement plans; * pension plans; * TRA; and * PERA <p>Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted. Employees should be notified of eligibility for unemployment compensation. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the charter revocation, and reserve funds should be set aside for this purpose.) <i>See</i> School Wind-Up Plan and Action regarding payment of taxes, below.</p>		
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Other:		
Notification of Food and Transportation Services and Cancellation of Contracts		
Within 20 days after the charter revocation, or earlier if required by the contractual notice requirements, cancel school district or private food and/or transportation services for summer school and next school year.		
Other:		
Notification of 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. <ul style="list-style-type: none"> * This list is not the same as the contractor list, above, but may include contractors, which should be listed. * Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. Security interests may be recorded and filed pursuant to the Uniform Commercial Code (UCC) with the county and State of Minnesota, and may include all of the assets of the School Corporation or specific assets in which a creditor has an interest as long as such debt remains outstanding. * The UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached. * Debtors include persons who owe the school fees or credits, lessees or sub lessees of the School, and any person holding property of the School. * Provide a copy of the list of creditors to ACNW with the amount owed to each creditor thereon and the amount owed by each debtor. 		
Other:		
Notification to Creditors		
Within 30 days after the charter revocation, the School must notify all creditors of its closure. The School should solicit from each creditor a final accounting of the School's accrued and unpaid debt owed to such creditor. This figure should be compared to the School's calculation of the debt and be reconciled between the parties. To the extent possible, the School should also begin to negotiate a settlement of debts, which is ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.		
Other:		
Notification to Debtors		
Within 30 days after the charter revocation, the School must contact all debtors and demand payment. To the extent collection efforts are		

<p>unsuccessful, the School may turn the debt over to commercial debt collection agencies. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.</p>		
<p>Other:</p>		
<p>School Wind-Up Plan and Action</p>		
<p>The School Corporation shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of directors. Priority should be given to continuing the School's educational program through the end of the school year and retaining funds to complete the wind-up process.</p> <p>The initial plan should be adopted within 20 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.</p> <ul style="list-style-type: none"> * Termination of non-essential personnel and cancellation of non-essential 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. (<i>See Liquidation of Assets, below.</i>) * Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and (if the School Corporation does not submit or the board of directors do not approve a renewal application), for dissolution. * Cancellation of corporate credit cards and lines of credit. * Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the 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). 		
<p>Other:</p>		
<p>Protection of Assets; Insurance</p>		
<p>The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <ul style="list-style-type: none"> * Existing insurance coverage should be maintained on the assets until the disposal of such assets in accordance with the Wind-Up Plan. * Continue existing insurance for School Facility, vehicles and other assets until <ol style="list-style-type: none"> 1) disposal or transfer of real estate or termination of lease, and 		

<p>2) disposal, transfer or sale of vehicles and other assets are sold, respectively.</p> <ul style="list-style-type: none"> * 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		
<p>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.</p> <ul style="list-style-type: none"> * 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		
<p>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. <i>(See Federal CSP Grant information above.)</i></p> <p>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.</p>		
Other:		
E&O Insurance		
<p>Maintain existing directors and officers liability (E&O) insurance, if any, until final dissolution of the School Corporation. If no such E&O insurance exists, disclose this fact to the board of directors.</p>		
Other:		
Interim Statements		
<p>No later than 10 days after charter revocation, prepare, and submit to</p>		

<p>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:</p> <ul style="list-style-type: none"> * all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School or School Corporation outstanding, including principal and accrued interest, as of the date of the interim report; and * all amounts owed to the School Corporation by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and * all income generated through sale or auction of assets and any other change in status of assets. <p>The School will prepare and submit such statements to ACNW at 30 day intervals until the final statement (below) is prepared and submitted.</p>		
<p>Other:</p>		
<p>Final Statement</p>		
<p>At a date to be determined by 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:</p> <ul style="list-style-type: none"> * all assets and the value and location thereof, whether such asset has been distributed to creditors in satisfaction or payment of any existing debt obligation; and * each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and * statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and * each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest. * This statement is submitted to 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. 		
<p>Other:</p>		
<p>Final Financial Statement Audit</p>		
<p>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.</p>		
<p>Other:</p>		
<p>Closeout of State and Federal Grants</p>		
<p>State, federal and other grants must be closed out, (<i>See Contact MDE section above</i>) including:</p> <ul style="list-style-type: none"> * notification to the grant entity of the School closure; and 		

<p>* filing of any required expenditure reports or receipts and any required program reports.</p> <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>		
<p>Other:</p>		
<p>IRS Status; Reports</p>		
<p>The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:</p> <ul style="list-style-type: none"> * notification to IRS regarding any address change of the School Corporation; 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. 		
<p>Other:</p>		
<p>Corporate Records</p>		
<p>In all cases, the School Board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> * Loans, bonds, mortgages and other financing; * Contracts; * Leases; * Assets and asset sales; * Grants -- records relating to federal grants must be kept in accordance with 34 CFR 8042. * Governance (Minutes, by-laws, policies); * Employees (background checks, personnel files); * Accounting/audit, taxes and tax status, etc.; * Personnel, * Employee benefit programs and benefits; and * Student summary test data files * Any items listed in this Closure Plan. <p>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.</p>		
<p>Other:</p>		
<p>Resolution of Dissolution</p>		
<p>The School Board must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.</p>		
<p>Other:</p>		
<p>Dissolution</p>		
<p>If the School Corporation dissolves, the School Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:</p> <ul style="list-style-type: none"> * a complete statement of all assets, their location and an 		

<p>estimate of their value; and * a statement of the ascertainable debts of the education corporation.</p> <p>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.</p> <p>Copies of all papers related to dissolution should be sent to ACNW.</p> <p>Members of the School Board are empowered to continue in office even after the expiration of the Charter and dissolution of the School Corporation for the purpose of winding-up and settling the affairs of the School Corporation, and after the dissolution of the School Corporation.</p>		
<p>Other:</p>		
<p>Final Distribution of Assets</p>		
<p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations. Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools in the school district or to the school district.</p> <p>* An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. (In case of later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.)</p> <p>* In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations.</p>		
<p>Other:</p>		

EXHIBIT N - Provisions for Education Service or Management Contract

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

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

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

3. Financial Reporting

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

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

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

Audubon Center of the North Woods

East Range Academy of Technology & Science

Renewal Evaluation Report Summary

Issued January 25, 2019

Revised March 4, 2019

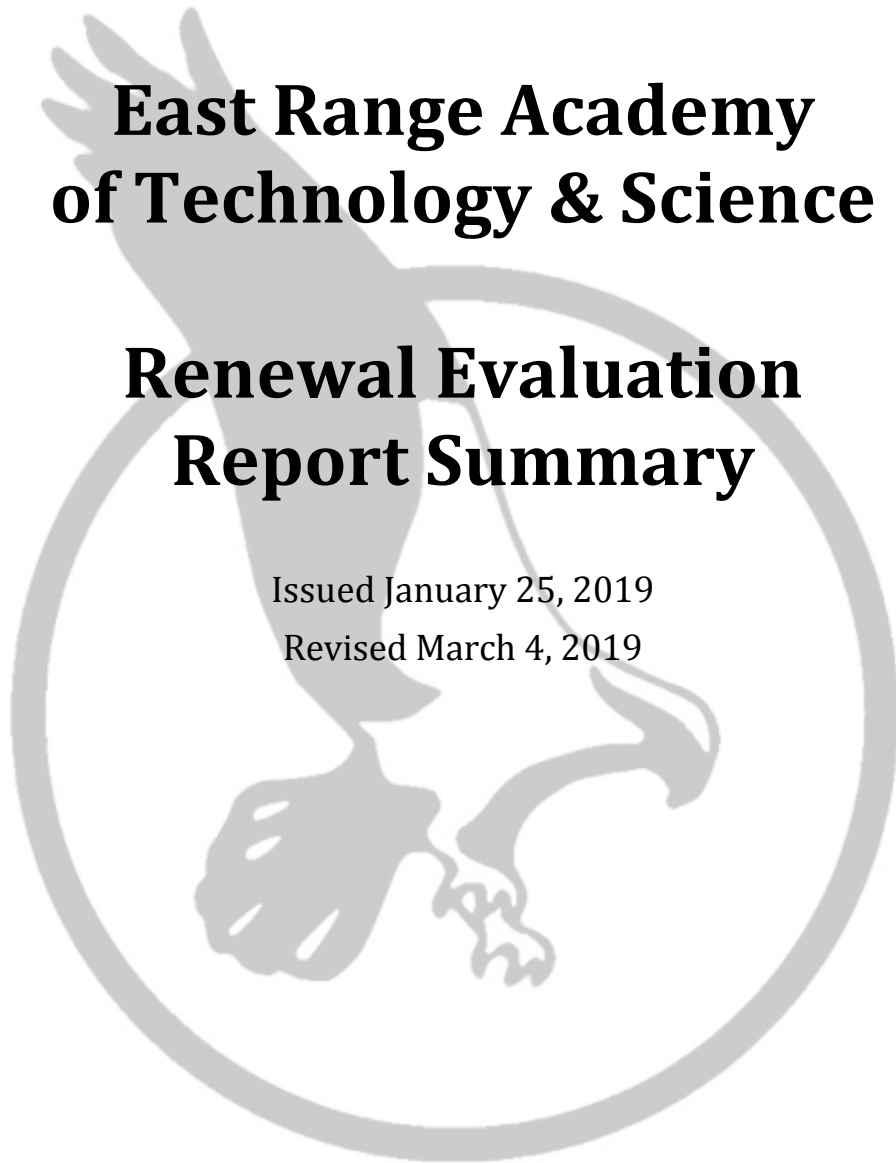
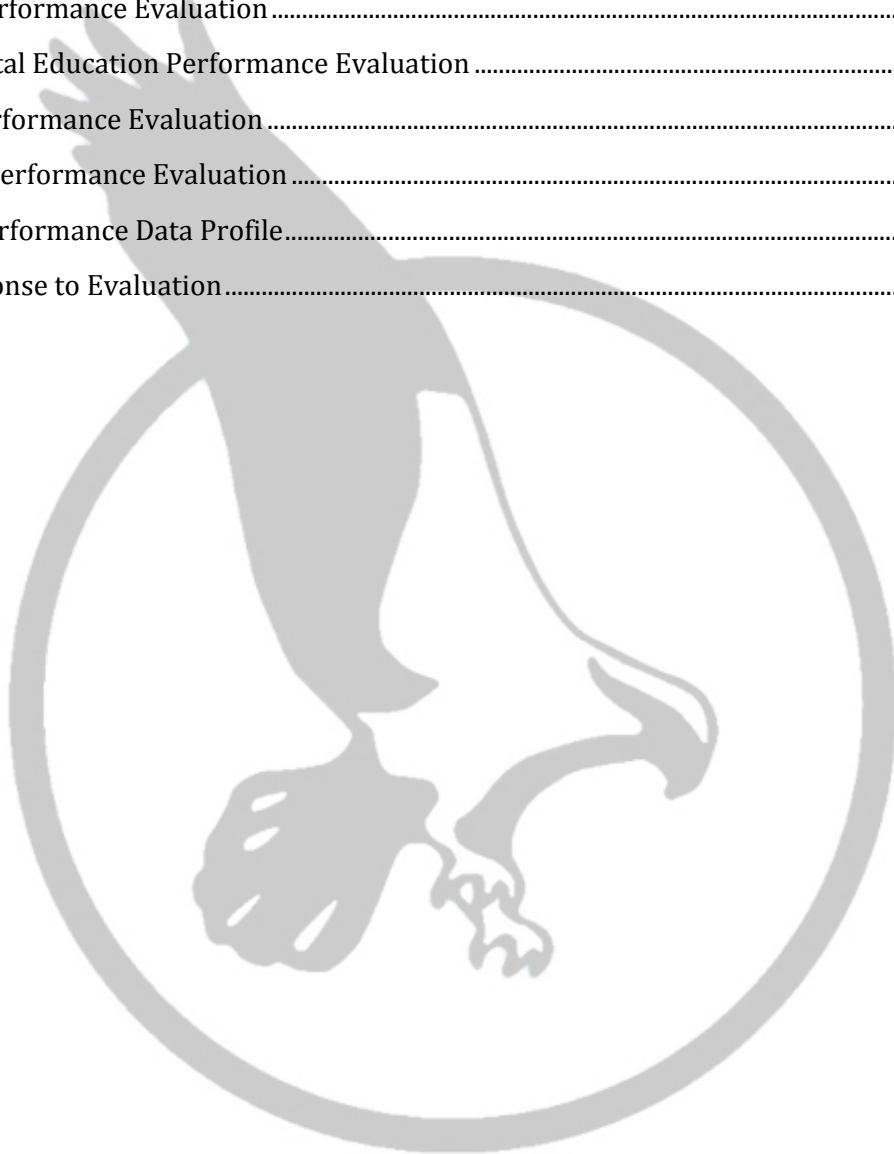


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Report Introduction

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 renew the school for a new contract term and are completed to answer the following questions:

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

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

The complete Renewal Evaluation framework and information about the ACNW renewal 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 renew the charter contract of East Range Academy of Technology and Science for a three year probationary term, giving the school authority to provide instruction to students in grades 9-12 in the manner set forth in its Application for Charter Renewal, with a total enrollment of up to 210 students.

During the current contract period, academic performance has been mixed. The school earned 73.75% of points on the academic performance evaluation, which makes the school eligible for renewal. Performance did not meet standard on the core academic areas of Reading Growth, Reading Proficiency, Math Proficiency and Science Proficiency, and approached in the area of Math Growth. All these measures slipped toward the end of the contract term. The overall performance is buoyed because the school met or exceeded targets on Mission Related Outcomes and Post-Secondary Readiness indicators.

Overall, East Range Academy of Technology and Science (ERATS) demonstrated a commitment to environmental education, meeting standard in five of seven indicator areas. Generally the EE program has remained consistent across the contract period, using both field studies and in-classroom learning to support students' environmental learning.

The school has maintained strong financial performance during the contract term, including through FY18, consistently meeting the standard on all indicators of financial management, short-term financial health and longer-term financial health. The school has the opportunity to move beyond financial compliance to effective practices of financial management including engaging in long-range financial planning that is tied to a strategic plan that focuses on the school's mission and improved outcomes for students.

The school meets standard on many operations and governance performance indicators, though not in important areas related to Instruction & Assessment and Mission & Vision. The school is focused on providing a differentiated or individualized educational program, but there is no easily identifiable mechanism for ensuring all teachers are able to effectively implement a program that is

consistent from classroom to classroom or producing academic outcomes in line with the school's mission.

This renewal recommendation is based on the school's academic performance across the current charter period, as well as its financial stability, environmental education program, and operational capacity. The school's performance warrants a renewal term of three years in order for the school to continue improving its academic outcomes, bolstering its instructional leadership, and developing an efficient and effective school leadership team. A new contract between ACNW and East Range Academy of Technology and Science must include clear contractual goals focused on increasing student academic outcomes, developing an aligned system of curriculum, instruction, and assessment focused on student achievement, and increasing rigor and consistency across the academic program.



East Range Academy of Technology and Science

School Overview

Mission: East Range Academy of Technology and Science (ERATS) provides a personalized curriculum to high school students of all achievement levels to prepare them to be productive adults in today's ever-changing world. We provide a stable environment by developing close student-teacher relations with small class sizes, offering unique courses that expose student to new ideas, and applying current technology advances to everyday life. Students and staff work together to better prepare students to transition into the future.

Vision: East Range Academy of Technology and Science provides an educational climate where diversity is celebrated, individuality is respected, and where our teachers accept and meet the challenge of enhancing the learning of all students.

Description: ERATS operates two educational programs, a traditionally structured high school and a day-school alternative program. The traditional program is a mix of classroom instruction, student-centered learning, differentiated instruction, individualized instruction, and some project-based learning. While the alternative program uses similar instructional strategies, it is structured as a hybrid program that encourages PSEO, work experiences, individualized pacing, online work, and projects.

Year school opened: 2007

Year began with ACNW: 2011

Current contract period: July 1, 2014 – June 30, 2019

School location: Eveleth

Website: www.mnerats.org

Grade levels served: 9-12

Number of students: 170
(SY2018-2019 data)

Student demographics: White – 83% | Two or more races – 8% | American Indian – 6%
(SY2018-2019 data) Hispanic or Latino – 3%
Special Education – 36% | FRP – 87%

Performance Evaluation Summaries

Academic	
Indicator 1: Mission Related Outcomes	Exceeds
Indicator 2: English Language Learners	Not Applicable
Indicator 3: Reading Growth	Does Not Meet
Indicator 4: Math Growth	Approaches
Indicator 5: Reading Proficiency	Does Not Meet
Indicator 6: Math Proficiency	Does Not Meet
Indicator 7: Science Proficiency (and Growth)	Does Not Meet
Indicator 8: Other Proficiency or Growth	Not Applicable
Indicator 9: Post Secondary Readiness	Meets
Indicator 10: Attendance	Approaches
Overall Performance	Eligible for Renewal

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

Environmental Education	
Indicator 1: Curriculum and School Culture	Meets
Indicator 2: Exposure to Natural Environments	Meets
Indicator 3: Promote Environmental Stewardship	Meets
Indicator 4: Mission or Community Related EE Goals	Meets
Indicator 5: Financial and Operational Commitment	Approaches
Indicator 6: Science Proficiency	Does Not Meet
Indicator 7: Environmental Literacy	Meets

Operations	
Indicator 1: Educational Program	
1.1: Mission & Vision	Does Not Meet
1.2: Instruction & Assessment	Does Not Meet
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	Does Not Meet
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	Does Not Meet
6.3: Authorizer & State Compliance	Meets

East Range Academy of Technology and Science Academic Performance Evaluation Contract Term: July 1, 2014 through June 30, 2019

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

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

Summary of Academic Performance on Contractual Goals

Indicator	Points Earned	Points Possible	Final Performance Rating	Percent Earned Through FY18	Percent Earned Through FY17
1: Mission Related	22.5	15	Exceeds	150%	150%
2: English Language Learners	N/A	N/A	N/A	N/A	N/A
3: Reading Growth	7.5	20	Does Not Meet	37.5%	37.5%
4: Math Growth	13.75	20	Approaches	68.75%	87.5%
5: Reading Proficiency	1.25	5	Does Not Meet	25%	50.0%
6: Math Proficiency	0	5	Does Not Meet	0%	0.0%
7: Science Proficiency	1.25	5	Does Not Meet	25%	15.0%
8: Other Proficiency	N/A	N/A	N/A	N/A	N/A
9: Post-Secondary Readiness	25	25	Meets	100%	70.0%
10: Attendance	2.5	5	Approaches	50%	50.0%
Overall	73.75	100	Approaches	73.75%	70.75%

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

Summary Analysis:

ERATS demonstrated mixed academic performance over the contract term. Performance did not meet standard on the core academic areas of Reading Growth, Reading Proficiency, Math Proficiency and Science Proficiency, and approached in the area of Math Growth. All these measures slipped toward the end of the contract term. The overall performance is buoyed because the school met or exceeded targets on Mission Related Outcomes and Post-Secondary Readiness indicators. Overall, the school achieved 73.75% of possible points on this framework and as such is Eligible for Renewal as outlined in Exhibit P of the charter contract.

Indicator 1: Mission Related

15 Points

School Goal: Over the period of the contract, students at East Range Academy of Technology and Science (ERATS) will demonstrate growth in their perceptions of their own intrinsic motivation as measured by annual fall to spring administration of the Hope Survey.			
Performance Ratings	Measure 1.1 [CCR] – 15 Points: From FY16 to FY18, the average scores for students in grades 9-12 will show fall to spring growth in seven of eleven areas as measured by the Hope Survey.*	Result: 32 of 33	
Exceeds Target (x1.5)	From FY16 to FY18, average scores grew in eight or more areas from fall to spring.	X	22.5 Points
Meets Target (x1.0)	From FY16 to FY18, average scores grew in seven areas from fall to spring.		
Approaches Target (x0.5)	From FY16 to FY18, average scores grew in five or six areas from fall to spring.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 1: Mission Related Outcomes		Exceeds	22.5 / 15 Points (150%)

**The Hope Survey measures student perceptions in the following areas: Hope, Engagement (Behavioral and Emotional), Autonomy, Belongingness/Teacher Academic Support, Belongingness/Teacher Personal Support, Belongingness/Peer Academic Support, Belongingness/Peer Personal Support, Goal Orientation/Task Mastery, Goal Orientation/Performance (a lower score is positive), and Academic Press. ACNW and ERATS are continuing to learn how to best understand and use Hope Survey data and will be seeking more guidance from the developers of the Hope Survey. This measure will be revised as needed.*

Summary Analysis:

The school demonstrated strong performance in the area of Mission Related Outcomes. The school reported that increases were made in all eleven domains measured by the Hope Survey from fall to spring in each of the three contract years. The core of the Hope Survey measures “hope.” Hope reflects an individual’s self-perception regarding their ability to clearly conceptualize their goals, develop the specific strategies to reach those goals, and initiate and sustain activity based upon those strategies.

Indicator 3: Reading Growth

20 Points

School Goal: <i>Over the period of the contract, students at ERATS will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.</i>			
Performance Ratings	Measure 3.1 [CCR] – 2.5 Points: From FY15 to FY18, the average growth z-score for all students on state accountability tests will be equal to or greater than 0.00.	Result: -.13	
Exceeds Target (x1.5)	The aggregate growth z-score is equal to or greater than 0.50.		
Meets Target (x1.0)	The aggregate growth z-score is equal to or greater than 0.00.		
Approaches Target (x0.5)	The aggregate growth z-score is greater than -0.50.	X	1.25 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 3.2 [CCR] – 2.5 Points: From FY15 to FY18, the aggregate percentage of students who achieve a positive z-score on state accountability tests will be greater than 50.0%.	Result: 47.3%	
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 50.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 40.0%.	X	1.25 Points
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] – 10 Points: From FY15 to FY19, the aggregate percentage of all students in grades 9-12 with valid pre- and post-test results who increase their grade equivalent (GE) score by at least one academic year or maintain a GE score at or above grade level for fall to spring administration (except for FY19, fall to winter administration, where expected growth is half of the fall to spring target if not at or above grade level) of the STAR assessment will be at least 60.0%.	Result: 56.6%	
Exceeds Target (x1.5)	The aggregate percentage is at least 70.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 60.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 50.0%.	X	5 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 3.4 [CCR] – 5 Points: From FY15 to FY19, the aggregate percentage of all students in grades 9-12 with valid pre- and post-test results who are more than one year below grade level in the fall and increase their GE score by at least 1.5 academic years for fall to spring administration (except for FY19, fall to winter administration, where expected growth is half of the fall to spring target) of the STAR assessment will be at least 50.0%.	Result: 34.6%	
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 50.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 45.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Indicator 3: Reading Growth Summary Performance		Does Not Meet	7.5 / 20 Points (37.5%)

Summary Analysis:

The school demonstrated poor performance in the area of Reading Growth. On statewide assessments the school began and ended the contract term with roughly the same negative growth z-score (-0.252 in FY15 and -0.225 in FY18.) with an aggregate of -0.13. On the STAR Assessment, 48.6% of all student demonstrated at least 1 year's growth or maintained performance above grade level in FY18. The aggregate is 56.6% over the term of the contract, below the target of 60%. A lower percentage of students who are one grade or more years behind in reading grew by 1.5 grade levels or more, the second year that this percentage has declined. In FY18 only 25% of these students met this target which is below the target.

Indicator 4: Math Growth

20 Points

School Goal: <i>Over the period of the contract, students at ERATS will demonstrate growth in math as measured by state accountability tests and nationally normed assessments.</i>			
Performance Ratings	Measure 4.1 [CCR] – 2.5 Points: From FY17 to FY19, the average growth z-score for all students on state accountability tests will be equal to or greater than 0.00.	Result: -0.26	
Exceeds Target (x1.5)	The aggregate growth z-score is equal to or greater than 0.50.		
Meets Target (x1.0)	The aggregate growth z-score is equal to or greater than 0.00.		
Approaches Target (x0.5)	The aggregate growth z-score is greater than -0.50.	X	1.25 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 4.2 [CCR] – 2.5 Points: From FY17 to FY19, the aggregate percentage of students who achieve a positive z-score on state accountability tests will be greater than 50.0%.	Result: 39.1%	
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 50.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 40.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 4.3 [CCR] – 10 Points: From FY15 to FY19, the aggregate percentage of all students in grades 9-12 with valid pre- and post-test results who increase their grade equivalent (GE) score by at least one academic year or maintain a GE score at or above grade level for fall to spring administration (except for FY19, fall to winter administration, where expected growth is half of the fall to spring target if not at or above grade level) of the STAR assessment will be at least 60.0%.	Result: 65.1%	
Exceeds Target (x1.5)	The aggregate percentage is at least 70.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 60.0%.	X	10 Points
Approaches Target (x0.5)	The aggregate percentage is at least 50.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 4.4 [CCR] – 5 Points: From FY15 to FY19, the aggregate percentage of all students in grades 9-12 with valid pre- and post-test results who are more than one year below grade level in the fall and increase their GE score by at least 1.5 academic years for fall to spring administration (except for FY19, fall to winter administration, where expected growth is half of the fall to spring target) of the STAR assessment will be at least 50.0%.	Result: 48.2%	
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 50.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 45.0%.	X	2.5 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 4: Math Growth Summary Performance		Approaches	13.75 / 20 Points (68.75%)

Summary Analysis:

The school demonstrated mixed performance in the area of Math Growth over the term of the contract, with FY18 scores leading to meaningful decreases on the aggregates; FY18 results were the poorest performance over the term. On statewide assessments, in aggregate, only 39.1% of students had a positive z-score. On the STAR Assessment, 47.9% of all students demonstrated at least 1 year's growth or maintained performance above grade level in FY18. Over the contract term, this percentage is 65.1% which meets the target on the measure. Additionally, only 28% of students who were one or more years behind in reading grew by 1.5 grade levels or more in FY18. This is at 48.2% in aggregate during the contract period, slightly below the target of 50%.

Indicator 5: Reading Proficiency

5 Points

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

Performance Ratings	Measure 5.1 [CCR] – 1.5 Points: From FY15 to FY18, the school's aggregate proficiency index score for students in grade 10 will increase by at least 5.0 points from the baseline proficiency index score (aggregate of FY13-14 results – 54.4) OR will be greater than that of the state for the same grade (10).	Result: 54.2 (aggregate) - 54.4 (baseline) = -0.2 71.7 (State)	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is at least 5.0 points greater than the baseline score OR is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is greater than the baseline score OR is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 5.2 [CCR] – 1.5 Points: From FY15 to FY18, the school's aggregate proficiency index score for students in grade 10 will be greater than that of the resident district (ISD 2154 – Eveleth-Gilbert) for the same grade (10).	Result: 54.2 (school) - 62.7 (district) = -8.5	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.	X	0.75 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 5.3 [AGC] – 1 Point: From FY15 to FY18, 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 grade (10).	Result: 48.5 (school) - 54.2 (state) = -5.7	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.	X	0.5 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.4 [AGC] – 1 Point: From FY15 to FY18, 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 2154 – Eveleth-Gilbert) for the same subgroup and the same grade (10).	Result: 48.5 (school) - 67.2 (district) = -18.7	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Indicator 5: Reading Proficiency Summary Performance		Does Not Meet	1.25 / 5 Points (25%)

Summary Analysis:

The school has demonstrated mixed results in the area of Reading Proficiency. From FY15-FY17 the school demonstrated a positive trajectory as the proficiency index increased from 48.1 to 65.2. However, in FY18 the school experienced a significant drop to 50.0 yielding an aggregate proficiency index of 54.2 over the contract term, which is just below the FY13-14 baseline, and significantly less than those of the State and local district [State and local district based on FY16-FY18, as FY15 data could not be authenticated for accuracy.] The school's performance for students eligible for free or reduced price lunch was slightly better, but still lagged below the State and significantly below the local district for the same subgroup.

Indicator 6: Math Proficiency

5 Points

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

Performance Ratings	Measure 6.1 [CCR] – 1.5 Points: From FY15 to FY18, the school's aggregate proficiency index score for students in grade 11 will increase by at least 5.0 points from the baseline proficiency index score (aggregate of FY13-14 results – 30.6) OR will be greater than that of the state for the same grade (11).	Result: 26.0 (aggregate) - 30.6 (baseline) = - 4.6 60.8 (state)	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is at least 5.0 points greater than the baseline score OR is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is greater than the baseline score OR is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 6.2 [CCR] – 1.5 Points: From FY15 to FY18, the school's aggregate proficiency index score for students in grade 11 will be greater than that of the resident district (ISD 2154 – Eveleth-Gilbert) for the same grade (11).	Result: 26.0 (school) - 51.6 (district) = - 25.6	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points

Performance Ratings	Measure 6.3 [AGC] – 1 Point: From FY15 to FY18, 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 grade (11).	Result: 25.3 (school) - 39.7 (state) = -14.4	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 6.4 [AGC] – 1 Point: From FY15 to FY18, 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 2154 - Eveleth-Gilbert) for the same subgroup and the same grade (11).	Result: 25.3 (school) - 36.8 (district) = -17.5	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Indicator 6: Math Proficiency Summary Performance		Does Not Meet	0 / 5 Points (0%)

Summary Analysis:

The school has demonstrated consistently poor performance in the area of Math Proficiency during the contract term, though incremental gains have been achieved over the last two years. The school's proficiency index in FY18 was 31.0, which was the highest of the past four years and above the FY13-14 baseline; however, the aggregate proficiency index over the contract term was over four points below the baseline. The free or reduced price lunch subgroup for the school has not demonstrated any substantial gains over the term of the contract and is significantly underperforming the state and local district for the same subgroup.

Indicator 7: Science Proficiency

5 Points

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

Performance Ratings	Measure 7.1 [CCR] – 1.5 Points: From FY15 to FY18, the school's aggregate proficiency index score for students in High School will increase by at least 6.0 points from the baseline proficiency index score (aggregate of FY13-14 results – 46.9) OR will be greater than that of the state for the same grade (HS).	Result: 50.0 (aggregate) - 46.9 (baseline) = 3.1 68.2 (state)	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 12.0 points greater than the baseline score OR is at least 5.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is at least 6.0 points greater than the baseline score OR is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is greater than the baseline score OR is within 10.0 points of the state's score.	X	0.75 Points
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 FY15 to FY18, the school's aggregate proficiency index score for students in High School will be greater than that of the resident district (ISD 2154 – Eveleth-Gilbert) for the same grade (HS).	Result: 50.0 (school) - 75.5 (district) = -25.5	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points

Performance Ratings	Measure 7.3 [AGC] – 1 Point: From FY15 to FY18, 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 grade (HS).	Result: 43.3 (school) - 50.0 (state) = -6.7	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.	X	0.5 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.4 [AGC] – 1 Point: From FY15 to FY18, 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 2154 - Eveleth-Gilbert) for the same subgroup and the same grade (HS).	Result: 43.3 (school) - 67.5 (district) = -24.2	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Indicator 7: Science Proficiency Summary Performance		Does Not Meet	1.25/ 5 Points (25%)

Summary Analysis:

The school has demonstrated poor performance in the area of Science Proficiency on contractual measures, achieving 25% of the possible points in this indicator. While the school demonstrated notable improvements in both FY16 and FY17, performance in FY18 was the lowest during the contract period. In aggregate, the proficiency index during the contract period was 50.0, slightly above the FY13-FY14 baseline. The school's free or reduced price subgroup is lagging their peers at the school, and significantly underperforming their peers from the same subgroups at the state and the local district.

Indicator 9: Post-Secondary Readiness

25 Points

School Goal: <i>Over the period of the contract, students at ERATS will demonstrate readiness for post-secondary success.</i>			
Performance Ratings	Measure 9.1 [CCR] – 7.5 Points : From FY15 to FY19, the aggregate percentage of students with valid scores who take the ACT and achieve a college ready score in at least two of four subjects (English, Reading, Math, and Science) will be at least 30.0%.	Result: 31.8%	
Exceeds Target (x1.5)	The aggregate percentage is at least 35.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 30.0%.	X	7.5 Points
Approaches Target (x0.5)	The aggregate percentage is at least 25.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.2 [CCR] – 7.5 Points : From FY16 to FY19, the aggregate percentage of students who take the Armed Services Vocational Aptitude Battery (ASVAB) and achieve an Armed Forces Qualification Test (AFQT) score of at least 31 will be at least 50.0%.	Result: 50.0%	
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 50.0%.	X	7.5 Points
Approaches Target (x0.5)	The aggregate percentage is at least 40.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 9.3 [GRAD] – 10 Points : From FY15 to FY18, the aggregate 4-year graduation rate will increase by at least 10.0 percentage points from the baseline graduation rate (FY14 – 61.7%) OR will be greater than that of the state.	Result: 72.5% (aggregate) - 61.7% (baseline) = 10.8%	
Exceeds Target (x1.5)	The school's aggregate graduation rate is at least 20.0 percentage points greater than the baseline rate OR is at least 10.0 percentage points greater than the state rate.		
Meets Target (x1.0)	The aggregate graduation rate is at least 10.0 percentage points greater than the baseline rate OR is greater than the state rate.	X	10 Points
Approaches Target (x0.5)	The school's aggregate graduation rate is within 10.0 points of the district's rate.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 9: Post-Secondary Readiness Summary Performance		Meets	25 / 25 Points (100%)

Summary Analysis:

The school demonstrated strong performance in the area of Post-Secondary Readiness. The school's 4-year graduation rate has increased substantially over the contract term, from a baseline of 61.7% to 72.5% in FY18. The average rate for FY15-FY17 is 72.5%. The school met the target on other post-secondary measures, including student performance on the ACT and ASVAB.

Indicator 10: Attendance

5 Points

School Goal: <i>Over the period of the contract, students at ERATS will attend the school at high rates.</i>			
Performance Ratings	Measure 10.1 – 5 Points : From FY15 to FY18, the average of the school's annual attendance rates will be at least 85.0%.	Result: 82.1%	
Exceeds Target (x1.5)	The average of the school's annual attendance rates is at least 95.0%.		
Meets Target (x1.0)	The average of the school's annual attendance rates is at least 85.0%.		
Approaches Target (x0.5)	The average of the school's annual attendance rates is at least 80.0%.	X	2.5
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 10: Attendance		Approaches Target	2.5 / 5 Points (50%)

Summary Analysis:

The school's attendance rate has averaged 82.1% over the past four years, ranging from 79.4% to 84.9%. Of significance, the attendance rate has decreased over the past two years. While the average of the school's annual attendance is approaching the target, it is currently moving in the wrong direction.

East Range Academy of Technology & Science Environmental Education Performance Evaluation

Contract Term: July 1, 2014 – June 30, 2019

Overview

The Audubon Center of the North Woods (ACNW), as part of the charter contracts with each school we authorize, evaluates each school's progress towards its environmental education (EE) related goals. This evaluation is informed by data from state assessments, data provided by the school, ACNW site visits to the school, interviews, and other information available to ACNW. Its purpose is to determine the strength and level of the school's overall environmental focus, as well as progress on contractual goals in the charter contract. Results of this evaluation become part of the body of information used to inform charter school renewal decisions made by the ACNW Board of Directors.

The Environmental Evaluation (EE) Performance Framework was derived through a review of ACNW's mission match guidelines, charter contract, and Minnesota's plan for environmental education. No single performance area describes the full picture of a school's environmental focus or performance on its EE-related goals. The performance areas are to be used together to indicate the total picture of the school's EE efforts. As appropriate, this evaluation should provide guidance for the school on areas of improvement.

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. While environmental education is a pervasive educational strategy intended to permeate all curricular components, it is particularly useful in science learning and as a component of other curricula through hands-on, place-based learning activities.

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

Indicators

This Environmental Education Performance Evaluation includes seven indicators, or general categories, used to evaluate a school's environmental education performance.

Indicator 1: Curriculum and School Culture	Does the school create an environment in which students engage in inquiry, problem solving, decision-making, and action to foster knowledge of environmental sustainability?
Indicator 2: Exposure to Natural Environments	Do students engage in nature-focused outdoor experiences that enhance in-classroom learning?
Indicator 3: Promote Environmental Stewardship	Do students, faculty, and staff engage in activities that promote environmental stewardship at home and in their community?
Indicator 4: Mission or Community Related EE Goals	Does the school implement environmental education in projects and programs related to its mission or the community it serves?
Indicator 5: Financial and Operational Commitment	Does the school have financial, human, and organizational resources in place to carry out EE mission match activities?
Indicator 6: Science Proficiency	Are all students achieving proficiency in science?
Indicator 7: Environmental Literacy	Have students increased their knowledge about the environment and capacity to foster environmental sustainability?

Ratings

Each measure will receive one of five ratings based on evaluation of the established indicators: Exceeds Standard, Meets Standard, Approaches Standard, or Does Not Meet Standard. Again, no one measure identifies the full picture of a school's operational standing. The measures are to be used together to indicate the total strength of the school's EE program.

Exceeds Standard

The school met its contractual goal (if applicable) and provided evidence of fully established EE programs and increasing environmental literacy among its students, faculty, and staff.

Meets Standard

The school met its contractual goal (if applicable) and provided evidence of increasing environmental literacy among its students, faculty, and staff.

Approaches Standard

The school nearly met its contractual goal (if applicable) and provided evidence of emergent environmental literacy among its students, faculty, and staff.

Does Not Meet Standard

The school did not meet its contractual goal (if applicable) and provided evidence that did not demonstrate an emergent level of environmental literacy among its students, faculty, and staff.

Insufficient Data

Not enough data was received for an evaluation.

Summary of East Range Academy Environmental Education Performance

Indicator	Rating
Indicator 1: Curriculum and School Culture	Meets Standard
Indicator 2: Exposure to Natural Environments	Meets Standard
Indicator 3: Promote Environmental Stewardship	Meets Standard
Indicator 4: Mission or Community Related EE Goals	Meets Standard
Indicator 5: Financial and Operational Commitment	Approaches Standard
Indicator 6: Science Proficiency	Does Not Meet Standard
Indicator 7: Environmental Literacy	Meets Standard

Overall, East Range Academy of Technology and Science (ERATS) has demonstrated a commitment to environmental education, meeting standard in five of seven indicator areas. Generally the EE program has remained consistent across the contract period, using both field studies and in-classroom learning to support students' environmental learning. Based on classroom observations and site visits, interviews with students and teachers, and data from the school, it is evident ERATS has increased students' environmental literacy across the course of the contract period. The board provides funding for EE in field trips, curricular resources (e.g. Outdoor Adventure class), and other enrichment, such as the school garden. ERATS has a waste recycling and reduction program in place.

As the school continues to grow in this area, ACNW recommends it consider ways to align its EE program with its mission, "to prepare [students] to be productive adults in today's ever-changing world," by more fully incorporating EE in a way that is relevant to the student population the school and serves as well as a tool for place-based learning and community engagement. This may also provide new ways of documenting change in students' environmental literacy.

The school's performance did not meet standard in Science Proficiency and approaches standard in Financial and Operational Commitment. Although the school's EE performance will not include a Science Proficiency measure going forward, this indicator area remains in the school's Academic Goals (Exhibit G) and as such is an important area of focus. As noted in the evaluation, the school has an opportunity to increase its commitment to environmental sustainability by aligning school-wide operations and governance with the EE aspects of its academic program, and monitoring the school's progress toward the EE goals outlined in Exhibit H of the school's contract.

EE Performance Indicator 1: Curriculum and School Culture

Does the school create an environment in which students engage in inquiry, problem solving, decision-making, and action to foster knowledge of environmental sustainability?

Standard:

The school creates a positive, social, and academic environment to support students in the process of learning, asking questions, and problem solving. Environmental education is integrated into the core curricula or used as an integrating theme across the curriculum. 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). The school implements a systems approach to environmental education to make it relevant to all learners and their needs.

School Goal:

During the semester classes, 80% of students in science classes or in indirect EE integrated classes will increase EE knowledge and skills by 20% and will be measured by a pre- and post-survey, classroom evaluations, and EE survey.

Rating:

☐ **Exceeds Standard**

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

☒ **Meets Standard**

The school met its contractual goal, and employs environmental education as a strategy for teaching and learning within its science curriculum and at least one other discipline (e.g. language arts or physical education); some cross-curricular collaboration is evident.

☐ **Approaches Standard**

The school nearly met its contractual goal, and employs environmental education as a strategy for teaching and learning within its science curriculum. Its application is not evident in other disciplines, nor is cross-curricular collaboration.

☐ **Does Not Meet Standard**

The school did not meet its contractual goal, and does not employ environmental education as a strategy for teaching and learning. Required field trips and activities are not contextualized within students' classroom learning.

☐ **Insufficient Data**

Analysis:

The school's performance in this indicator area during the current contract period meets standard. The school did not report directly on this goal in its EE Surveys, Annual Reports, or Renewal Application. However, based on site visits, interviews with teachers and staff, and classroom observations, environmental education is incorporated with most consistency in science as well as art and P.E. Although many teachers indicate a personal interest in sustainability, this does not always translate to their teaching, and as a result environmental education is inconsistent, varying in quality and quantity. In addition, it's unclear how students in the alternative program(s) participate in the EE-focused activities the school offers. ERATS has an opportunity to more closely align its mission, "to prepare [students] to be productive adults in today's ever-changing world," with a strong environmental education program as well as ensuring equitable access to environmental learning for all enrolled students, not just those in the traditional seat-based program.



EE Performance Indicator 2: Exposure to Natural Environments

Do students engage in nature-focused outdoor experiences that enhance in-classroom learning?

Standard:

Students visit outdoor areas for learning about the natural environment. These may be field trips or activities that use the outdoors as a classroom, and should provide a learning experience about the environment in which the trip takes place (rather than merely a recreational activity). Activities should supplement, rather than supplant, in-classroom learning activities. Community or place-based investigations are learning experiences that offer students hands-on opportunities to explore the world around them.

School Goal:

By the end of the contract term year (2018), 75% of the students at the East Range Academy of Technology and Science will increase their environmental literacy, and develop the knowledge, skills, and attitudes to support a sustainable healthy environment. Students will increase their literacy knowledge and skills by 15%, to be measured by pre and post surveys.

Rating:

☐ **Exceeds Standard**

The school met its contractual goal, and visiting outdoor areas for nature-related experiences is an integral, regular part of students' learning experience. Field trips to natural areas are organized within the context of students' classroom learning.

☒ **Meets Standard**

The school met its contractual goal and the standard established for this indicator area.

☐ **Approaches Standard**

The school nearly met its contractual goal. Students visit outdoor areas, but field trips may or may not relate directly to what students are learning in one or more curricular area.

☐ **Does Not Meet Standard**

The school did not meet its contractual goal. Students did not visit outdoor areas, or do not visit specifically to engage in nature-related outdoor experiences.

☐ **Insufficient Data**

Analysis:

The school's performance during the current contract period meets standard. The school did not report directly on this goal in its EE Surveys, Annual Reports, or Renewal Application. Based on evidence gathered during observations by ACNW evaluators and reports from the school, students met the standard established for this area. Over the course of the contract, students attended field trips to various natural areas near the school in order to learn about the natural environment and environmental science topics. The school offers a class called Outdoor Adventures, in which students spend, "...an extensive amount of time hiking and learning about animals, trees, weather, and water near school."

In its FY18 EE Survey, the school reported:

98% of ERATS students believe that it is important to understand natural environments and resources, while 90% say that they have gained valuable knowledge of nature by participating in outdoor activities and natural experiences. Overall, 96% of students at ERATS enjoy outdoor activities and enjoy learning new things about nature.



EE Performance Indicator 3: Promote Environmental Stewardship

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

Standard:

The school provides EE learning opportunities to a larger, school-related community. 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 at school.

School Goal:

Throughout the school year, 25% more students will engage in recycling and making healthy choices pertaining to waste management and recycling. Participation measurements will be made by pre- and post-surveys as well as observations.

Rating:

☐ **Exceeds Standard**

The school met its contractual goal, and the broader school community is actively engaged in learning with and from students, faculty, and staff of the school.

☒ **Meets Standard**

The school met its contractual goal and the standard established for this indicator area.

☐ **Approaches Standard**

The school nearly met its contractual goal. Students may engage in actions to promote environmental stewardship while at school, but do not pass forward that knowledge at home or in the community.

☐ **Does Not Meet Standard**

The school did not meet its contractual goal. The school and students do not engage in activities that promote environmental stewardship at home or in their community.

☐ **Insufficient Data**

Analysis:

The school's performance during the current contract period meets standard. The school did not report directly on this goal in its EE Surveys, Annual Reports, or Renewal Application. However, in its FY18 EE Survey, the school provided evidence that students met the standard for this indicator area:

98% of students at ERATS feel that it is important to inform others on how to be more environmentally friendly, and 90% have acted/informed others on how to be more Eco-friendly. 90% of students also take responsibility for their environment, and 88% want to learn more about how they can make their homes, school, and environment more Eco-

friendly. Students also showed a 12% increase in the belief that recycling is important, which led to an 11% increase in recycling at school.

The school also reported that students volunteered throughout the community and created environmentally-focused PSAs and displays to encourage greater waste reduction. The FY18 EE Survey notes, "Recent surveys show a small increase for all students over the year, but a huge increase in environmental stewardship for the students directly involved in the projects and service time." ERATS should consider how it can ensure an equitable experience for all students to provide EE learning opportunities throughout the school community.



EE Performance Indicator 4: Mission or Community Related EE Goals

Does the school implement environmental education in projects and programs related to its mission or the community it serves?

Standard:

The school applies environmental education values and strategies to fulfill its mission, vision, and values. The approach is adapted to the needs and unique aspects of the school's educational program or the needs of the school community. Goals are learner-focused and collaborative in order to provide opportunities for parents, teachers, students, and community members to connect and learn about the environment together.

School Goal:

During the semester classes, students will improve decision-making skills and knowledge pertaining to food production, health, waste, and food consumption.

Rating:

☐ **Exceeds Standard**

The school met its contractual goal, and fully integrates environmental education in the majority of school-related activities and events.

☒ **Meets Standard**

The school met its contractual goal and the standard established for this indicator area.

☐ **Approaches Standard**

The school nearly met its contractual goal. Environmental education values and strategies are evident in the school's projects and programs, but not central to its mission fulfillment.

☐ **Does Not Meet Standard**

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

☐ **Insufficient Data**

Analysis:

The school's performance during the current contract period meets standard. In its FY18 EE Survey, the school reported:

Survey results showed that 90% of students feel responsible for their environment, and 98% say that they have gained knowledge and experiences that will help them to live healthy lives. Students also showed a 23.6% increase in the belief that it is important to not waste food, and an 11% increase in conservation of water at home and school. 97% of students understand what materials can be recycled and how to conserve waste, while 96% of students know the difference between renewable and non-renewable resources. 98% of students also understand the value of naturally grown, organic foods.

EE Performance Indicator 5: Financial and Operational Commitment

Does the school have financial, human, and organizational resources in place to carry out EE mission match activities?

Standard:

The school allocates resources (both human and financial) to support EE learning, and makes use of resources available (from both the Audubon Center of the North Woods and other environmental learning organizations) to further develop its EE efforts. Purchasing choices and operational decision-making reflect a commitment to EE, and the school seeks out grant monies and services in support of EE-focused activities. The school has a waste reduction and recycling program in place.

School Goal:

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

Rating:

☐ Exceeds Standard

The school met its contractual goal(s), and two or more of the following:

- The school's EE Coordinator attends and engages in the annual Charter School Leaders Retreat or other ACNW workshops;
- The school applies for and uses EE mission match funds from ACNW to implement a required or elective activity or event;
- An established faculty or student committee spearheads school's EE efforts;
- School's mission statement indicates a strong commitment to EE principles or practices;
- The school administers the ACNW-developed EE assessment tool to students in one or more grade levels.

☐ Meets Standard

The school met its contractual goal and the standard established for this indicator area.

☒ Approaches Standard

The school nearly met its goal(s), or met at least one of the criteria listed above.

☐ Does Not Meet Standard

The school clearly did not meet its goal(s), and met none of the criteria listed above.

☐ Insufficient Data

Analysis:

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 interviews with the school leaders. 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. In addition, the school has an opportunity to recruit new members with a passion for or interest in environmental education to help drive the focus and decision-making at the governance level.

During the 2017-18 school year, the ERATS board did not discuss the school's progress toward its EE goals, and did not discuss it during the first six months of the current school year.

The board provides funding for EE in field trips, curricular resources (e.g. Outdoor Adventure class), and other enrichment, such as the school garden. ERATS has a waste recycling and reduction program in place. Based on review of board meeting minutes, the school does not consider environmental sustainability in its purchasing and other operational decisions, and does not routinely provide whole-school professional development to support EE in the classroom. (Although this has happened at least twice during the course of the contract, and there is evidence the school has supported individual teachers to attend training on environmental education.) The school is beginning to develop systems for tracking progress toward increasing the environmental literacy of its students and this will be an area of continued focus as the school transitions to ACNW's current EE Performance Framework and updates its goals.



EE Performance Indicator 6: Science Proficiency

Are all 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.

Evidence:

Students are measured to show grade level competency in science. MCA series assessment data is evaluated (if applicable). Schools may also provide additional data from norm referenced assessment data showing grade level equivalencies and curriculum based assessment data.

School Goal:

Over the period of the contract, students at ERATS will demonstrate proficiency in science as measured by state accountability tests.

Rating:

☐ Exceeds Standard

The school met its goal (if applicable), and two or more of the following:

- The school's MCA proficiency percentage is high relative to state/local district/comparable schools and/or improving significantly.
- Proficiency data from other standardized or norm-referenced tests (for instance, NWEA-MAP provides grade level equivalencies) shows high percentages of students reaching grade level competency.
- Data from curriculum-based measures shows high percentages of students reaching grade level competency.
- Data on students that have been continuously enrolled for two, three, or more years shows increasing percentages of students reaching grade level competency.

☐ Meets Standard

The school met its contractual goal and the standard established for this indicator area.

☐ Approaches Standard

The school nearly met its goal (if applicable), and met at least one of the criteria listed above.

☒ Does Not Meet Standard

The school clearly did not meet its goal (if applicable), and met none of the criteria listed above.

☐ Insufficient Data

Analysis:

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

EE Performance Indicator 7: Environmental Literacy

Have students increased their knowledge about the environment and capacity 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.

School Goal:

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

Rating:

☐ **Exceeds Standard**

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

☒ **Meets Standard**

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

☐ **Approaches Standard**

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

☐ **Does Not Meet Standard**

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

☐ **Insufficient Data**

Analysis:

The school's performance during the current contract period meets standard. In its FY18 EE Survey, the school reported:

Throughout the 2017-2018 school year, 84% of biology students were exceptionally or highly proficient [on an ERATS-created EE Survey]. 80% of Environmental Science students were proficient. Surveys showed a 10-15% annual increase in knowledge, literacy, and understanding of recycling, renewable energy, pollution, and EE topics. Students generally showed an 11-12% annual increase in attitude and actions toward eco-friendly lifestyles and recycling. 98% of students say that they have gained knowledge that will help them to live healthy lives.

Based on classroom observations and site visits, interviews with students and teachers, and data from the school, ERATS has increased students' environmental literacy across the course of the

contract period. As the school strengthens its academic program, it should also consider how to incorporate EE in a way that is relevant to the student population the school serves as well as a tool for place-based learning and community engagement. Environmental education is a powerful way to encourage learners to connect discrete fields of knowledge in a real-world setting, and one that could be particularly effective with the school's students.



East Range Academy of Technology & Science

Financial Performance Evaluation

Contract Term: July 1, 2014 – June 30, 2019

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, treasurer, and financial service provider. No one measure identifies the full picture of a school's financial situation. The measures are to be used together to indicate the total financial picture of the school.

The complete financial performance framework can be found at <http://auduboncharterschools.org/what-we-do/>.

Summary Discussion

East Range Academy for Technology and Science has maintained strong financial performance during the contract term, including through FY18, consistently meeting the standard on all indicators of financial management, short-term financial health and longer-term financial health. Audits have been “clean” with no findings, and the school has consistently earned the MDE School Finance Award. Student enrollment has been strong, exceeding the budget over the last three years, and this has helped the school maintain a strong fund balance of 28.4% or over \$700,000 at FY18 year.

While school leadership and the board generally implement financial policies and practices, including budget development and monitoring, that meet requirements, the board does not take a high level strategic perspective of the school's financial health as it relates to outcomes for students. The school has the opportunity to move beyond financial compliance to effective practices of financial management including engaging in long-range financial planning (e.g. three-year financial projection/planning) that is tied to a strategic plan that focuses on the school's mission and improved outcomes for students.

Summary of Financial Performance

Financial Statements – Three-year Summary			
	2016	2017	2018
Balance Sheet			
Cash	\$566,437	\$549,500	\$655,567
Current Assets	\$801,476	\$1,019,325	\$927,910
Non-Current Assets	\$164,307	\$162,305	\$225,238
Total Assets	\$965,783	\$1,181,629	\$1,153,148
Current Liabilities	\$169,066	\$198,226	\$215,224
Non-Current Liabilities	\$175,178	\$130,780	\$294,377
Total Liabilities	\$344,244	\$329,006	\$509,601
Net Assets	\$621,539	\$852,624	\$643,547
Income Statement (All Funds)			
Total Revenue	\$2,084,879	\$2,279,154	\$2,272,689
Total Expenditures	\$2,083,131	\$2,090,465	\$2,564,484
Sale of Equipment	\$59,192	\$0	\$0
Debt Proceeds	\$168,288	\$0	\$183,382
Surplus (Deficit)	\$229,228	\$188,689	-\$108,413
Total Fund Balance	\$632,409	\$821,097	\$712,684
Enrollment Information – Pupil Units (P.U.)			
Budgeted Enrollment	126.00	153.60	156.00
Actual Enrollment	153.23	173.71	160.19
Total ADM	127.69	144.76	133.49

Financial Performance Evaluation –Summary			
Management Indicators	2016	2017	2018
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	4.74	5.14	4.31
Days Cash on Hand	95	112	97
Enrollment Variance	121.6%	113.1%	102.7%
Sustainability Indicators			
Fund Balance Percentage	34.6%	41.3%	28.4%
Total Margin/Aggregated Three-Year Total Margin	11.0%/5.9%	8.3%/8.1%	-4.8%/4.7%
Debt to Asset Ratio	0.36	0.28	0.44

Financial Performance Indicator 1: Financial Management

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

Rating:

Meets Standard

Summary Analysis:

Annual budgets were adopted prior to the start of each fiscal year during the contract term. Board meeting minutes provide evidence of board engagement in the budgeting process leading up to final approval. The board also has an active finance committee that meets monthly before each board meeting and is open to all members. This group is the primary board mechanism for budget monitoring and review of draft budgets. While this group receives and reviews a full financial packet with quality statements, the full board packets often do not include these statements. The full board receives a Treasurer's report that includes an update on the bank account as well as requisition requests, and meeting minutes sometimes indicate action "to accept the financial reports for [said month] which had been reviewed in finance committee." It should be noted that financial oversight is the responsibility of the board as a whole, not only the finance committee. Financial statements should be included in the board packet and reviewed by all board members prior to *approval* (not acceptance) of these statements. This should happen on a monthly basis.

The board takes a very active role in approving requisitions. Presumably these expenditures are within the approved budget, so it is not necessary for the board to approve such requisitions, though it is within the board's right to have such a policy. ACNW encourages the board to revisit its approach to financial oversight and determine what authority for day-to-day spending is within the purview of the school leadership (director) and what remains with the board of directors.

Budget-to-actual variances have been relatively high during the contract term. It is unclear why this is occurring, given the board's engagement in budgeting and budget monitoring. ACNW encourages the board to consider the reasons for the high variances and take action to reduce such variances.

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 appropriate financial policies and practices and appears to implement them with fidelity. Review of check registers raise no immediate concerns regarding appropriate use of public funds.

The board approved a staff "salary augmentation" policy in October 2018. (Minutes indicate that the board took action to "accept the third reading" of this policy which presumably means the board approved the policy.) This relates to "staff bonuses" (see 3.1 below). While this policy attempts to address issues related to "staff bonuses" it does not clearly outline the salary augmentation as "staff performance pay" (similar to that of Q Comp). Further, this policy does not address the development of a staff salary structure that is competitive and sustainable so that mid-

year salary augmentations are not deemed necessary. The school board should ensure a clear and effective staff salary structure is in place that is sustainable and competitive and that limits the need for salary augmentation unless consistent with Q Comp or similar.

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 which indicates timely and accurate financial reporting to MDE. ERATS has generally demonstrated on-time financial reporting to ACNW through Epicenter during the contract term.

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:

During the contract period, the school's annual audits have included 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:

Current Ratio = Current Assets divided by Current Liabilities

Rating:

Meets Standard:

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

Does Not Meet Standard:

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

Falls Far Below Standard:

☐ Current Ratio is less than or equal to 0.9.

Summary Analysis:

The school's current ratio has been well above the standard during the contract term. This indicates 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:

Days cash on hand decreased from 112 days in FY17 to 97 days in FY18. This level continues to meet the standard and limits the school's need to engage in short-term borrowing. The school's days cash has met the standard for each year of the contract term.

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

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 been above 100% in each of the past four years. This demonstrates a pattern of conservative projections by the school and allows for effective budgeting.

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 20.0%.

Does Not Meet Standard:

☐ Fund Balance Percentage is between 10.0-19.9%.

Falls Far Below Standard:

☐ Fund Balance Percentage is less than 10.0%.

Summary Analysis:

The school has maintained a strong fund balance that meets the standard throughout the contract term. The school's fund balance percentage decreased from 41.3% of general fund expenditures in FY17 to 28.4% in FY18. This decrease was due in great part to planned investments the school made into "one-time purchases," curriculum planning time and "staff bonuses." See 1.2 above for discussion of "staff bonuses." Such a planned investment of the fund balance can be an effective practice. Based on interviews with staff, it appears that the value brought to the school for the investment in curriculum planning was less than invested in this endeavor. The school must continue to consider the balance between a strong fund balance and effectively investing in people and programs to improve outcomes for students.

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:

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
- ☒ Aggregated Three-Year Total Margin is greater than -1.5%, the fund balance Meets Standard, and the school has executed a planned spending of its fund balance to invest in program needs.

Does Not Meet Standard:

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

Falls Far Below Standard:

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

Summary Analysis:

The school's total margin has been high over the contract term, as evident in the large fund balance increase over the past five years. In FY18 the total margin fell to -4.8%, though this is associated with the planned investments outlined in Measure 3.1 above.

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

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 continues to meet standard in FY18 at 0.44. This does not include any long-term liabilities related to TRA and PERA. The school has \$294,377 in long-term debt related to purchase of busses and capital leases of busses. The school has met the standard on this indicator in each year of the contract term.

East Range Academy of Technology & Science

Operations Performance Evaluation

Contract Term: July 1, 2014 – June 30, 2019

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 will incorporate information learned through site visits, attendance at board meetings, and interviews or discussion with key individuals at the school including the director, board chair, teachers, or others. Results of this evaluation become part of the body of information used to inform charter school renewal decisions made by the board of directors of ACNW.

Operations Performance Indicators

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

1. Educational Program

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

2. Governance

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

3. School Environment

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

4. Student Rights

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

5. Personnel Practices

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

6. Compliance & Reporting

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

Operations	
Indicator 1: Educational Program	
1.1: Mission & Vision	Does Not Meet
1.2: Instruction & Assessment	Does Not Meet
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	Does Not Meet
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	Does not Meet
6.3: Authorizer & State Compliance	Meets

Summary Discussion

Over the course of the contract the school has shown mixed results on operational indicators. The school is largely implementing a program that is aligned to its mission and vision; however, interviews with school leaders, board members, and teachers indicate the lack of a clear plan for the future in terms of academic programming that will effectively serve its student population. The school is focused on providing a differentiated or individualized educational program, but there is no easily identifiable mechanism for ensuring all teachers are able to effectively implement a program that is consistent from classroom to classroom or producing academic outcomes in line with the school's mission.

The board is meeting most indicators in the area of governance and conducts meetings in accordance with applicable laws. There is little evidence the board has had any discussion about the school's performance relative to its contractual academic and environmental education goals or about the academic program in general. During the current contract period, the school was identified by MDE as a High Quality Charter School. With a major transition in leadership and new responsibilities among its teaching staff, it will be important for the board to engage more meaningfully in all aspects of school oversight. The bylaws of the school are outdated and should be revised prior to the school's next contract to reflect changes in statute and effective practice.

The school's relaxed, supportive culture is a draw for many students and has resulted in other students feeling unsafe. Though the current environment of the school does not threaten its sustainability, failing to ensure a positive academic and social climate could lead to more significant issues.

ERATS provides a place for learners who have not succeeded in traditional educational settings. The school has acknowledged the areas of improvement identified in this evaluation, and moving forward it will be important that the school shows commitment to changes which will result in improvements to students' academic achievement and the school culture.

Operations Performance Indicators	Meets	Does not Meet
<p>1.1 Mission & Vision</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> The school is faithful to its mission and has implemented key design elements in pursuit of its mission. <input checked="" type="checkbox"/> Evidence suggests that the school's mission and vision are central to the school's decision-making process. <input type="checkbox"/> Evidence suggests that the school has a plan for meeting their primary purpose to improve all pupils' learning and all student achievement. <p>Data sources: Exhibits D & F of the charter contract, site visit, annual report, school website</p>		X
<p>Indicator Area 1.1 Comments:</p> <p>As the mission is currently stated, the school is implementing a program that is largely aligned. There is focus on individual learning, small class sizes, and serving students who have not traditionally been served well by larger district schools. What is not evident is the school's use of technology or a focus on science as the school's name would indicate.</p> <p>Interviews with school leaders, board members, and teachers indicate the lack of a clear plan for the future in terms of academic programming that will effectively serve its student population. As a result, the instructional program is inconsistent, lacking rigor, and is unlikely to produce academic outcomes that will result in the school meeting its mission, "...to prepare [high school students] to be productive adults in today's ever-changing world."</p> <p>Given the school has been through recent changes in leadership and is in ongoing discussions to determine what programming the school will offer, ERATS has the opportunity to identify a clear instructional approach and create structures and processes that will allow the school to meet its vision and mission.</p>		
<p>1.2 Instruction & Assessment</p> <ul style="list-style-type: none"> <input type="checkbox"/> The school implements a clear, consistent methodology / pedagogy evident throughout the instructional program that is aligned to the school's mission. <input type="checkbox"/> The school environment is conducive to student learning. <input checked="" type="checkbox"/> Teachers have adequate materials, resources and facilities to effectively deliver the learning program to increase student learning and achievement. <input type="checkbox"/> Teachers receive adequate professional development in order to effectively implement the instructional program. <input checked="" type="checkbox"/> The school uses assessment data to inform the instructional program and improve student learning. <input checked="" type="checkbox"/> The school has systems in place to support all students academically – providing both remediation and acceleration as appropriate. 		X

<div data-bbox="233 191 1071 298"> <input type="checkbox"/> Student Engagement is evident through observations and surveys. <input type="checkbox"/> Teachers are able to identify instructional leadership. <input checked="" type="checkbox"/> Equitable opportunities exist for all students. </div> <div data-bbox="184 303 239 331">And</div> <div data-bbox="233 334 1562 404"> <input checked="" type="checkbox"/> The school is meeting academic performance expectations (achieving more than 50%) as outlined in Exhibit G of the charter contract. </div> <div data-bbox="184 435 1514 501"> <p><i>Note:</i> The only way to merit a ratio of “meets standard” is to also receive 50% or more of the possible points on the academic evaluation.</p> </div> <div data-bbox="184 519 636 553"> <p>Data sources: Annual report, site visit</p> </div>		
<p>Indicator Area 1.2 Comments:</p> <p>ERATS has met five of ten measures in this indicator area and earned 73.75% of the possible points on the Academic Performance Framework. However, of the core academic measures (Reading/Math Growth, Reading/Math/Science Proficiency) the school achieved only 43% of the possible points. While the school is buoyed by success in the mission related and post-secondary readiness categories, the core academic components of the measures related to reading, math, and science are lacking in outcomes.</p> <p>Based on classroom observations, site visits, and interviews with teachers and school leadership, ERATS does not have a clear or consistent pedagogy or methodology that is aligned to standards. The school is focused on providing a differentiated or individualized educational program, but there is no easily identifiable mechanism for ensuring all teachers are able to effectively implement a program that is consistent from classroom to classroom or producing academic outcomes in line with the school’s mission. Interviews and submitted documents show that grade level teams are ultimately responsible for ensuring that they are meeting and creating content and schedules, which may create some sense of consistency for the teams but does not ensure that there is alignment from one team to the other or across all programs and grade levels.</p> <p>The professional development offered by the school is not designed for creating consistency and rigor of the instructional program. The teacher currently leading professional development is enthusiastic and highly educated but inexperienced. The school asks a lot of its teachers, especially given the varied and high needs of its student population, and coaching and training should be facilitated by highly experienced teachers with demonstrated success in meeting the needs of ERATS’s student population.</p> <p>The school is welcoming to students and its environment is overly permissive and relaxed, which leads to a lack of focus on rigorous instruction. Generally, ACNW evaluators observed that students were not engaged in their learning, symptomatic of a school culture that does not set high expectations for its learners. Students articulated affinity for the school and staff, and the students interviewed feel as if their grades and participation have improved. Students also described the school’s educational approach as, “...more fluid, less rigid in its instruction,” and stated that, while they feel safe, other students’ behavior often interrupts their learning.</p> <p>The school’s performance in this indicator area does not meet standard. While the school has met approximately half of the indicators in the area and received 70.75% of the possible points on the Academic Evaluation, it is evident that core components of the instructional program are</p>		

lacking, and the school is unlikely to maintain positive student outcomes moving forward.		
1.3 Compliance with Educational Requirements <input checked="" type="checkbox"/> School calendar meets state requirements. <input checked="" type="checkbox"/> Graduation requirements meet state standards. <input checked="" type="checkbox"/> School administers state assessments as required. <input checked="" type="checkbox"/> Evidence suggests the school complies with requirements of Title or federal and state programs. Data sources: MDE report, annual report, school submissions to Epicenter, site visits, MDE Title reviews and school corrective action plans	X	
1.4 Special Education <input checked="" type="checkbox"/> TSES manual submitted in Epicenter. <input checked="" type="checkbox"/> Evidence suggest that school adheres to Special Education laws/IDEAS and CAPs. <input checked="" type="checkbox"/> School secures all applicable funding for Special Education. <input checked="" type="checkbox"/> Evidence suggests that a Child Find screening is in place and the school adheres to this process. Data sources: Site visits, annual reports, TSES manual, MDE compliance reviews	X	
1.5 English Learners <input checked="" type="checkbox"/> School has an EL plan of service. <input type="checkbox"/> Evidence suggests the school complies with its EL plan of service and applicable requirements. Data sources: Site visits, annual reports, Home language questionnaire and EL plan of service	X	
1.6 Parent and Student Satisfaction <input type="checkbox"/> Administers both parent and student satisfaction surveys. <input checked="" type="checkbox"/> Evidence suggests there is a high degree of parents and students satisfies with the academic program of the school. Data sources: Data Sources: Site visits, annual reports, survey data	X	
Indicator Areas 1.3-1.6 Comments: 1.5 – The school indicates that is does not currently serve EL students. 1.6 – The school states that it administered a parent survey but not administer a student survey.		

<p>2.1 Board Composition & Capacity</p> <p>Compliance Requirements:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Board complies with applicable laws and its own bylaws with respect to board composition. <input checked="" type="checkbox"/> Board conducts required background checks of members. <input checked="" type="checkbox"/> Board completes statutorily mandated training. <input type="checkbox"/> Board elections are consistent with statute and bylaws. <input type="checkbox"/> Meeting minutes document election of officers consistent with statute and bylaws. <p>Effective Practices:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The board develops and implements a plan to provide new board members with information and support that adequately prepares them to be effective. <input type="checkbox"/> The board develops, implements, and evaluates a board training and development plan. <input type="checkbox"/> The board specifies the length of terms of office and duties of its officers either in its bylaws or in board policy. <input type="checkbox"/> The board actively makes information available about board service opportunities to staff, parents, and members of the community. <input type="checkbox"/> Board meeting attendance exceeds 90%. <p>Data sources: Annual report, school submission to Epicenter, board meeting minutes, ACNW site visits and board observations</p>	X	
<p>2.2 Board Decision-Making & Oversight</p> <p>Compliance Requirements:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Meeting minutes are complete, including: <ul style="list-style-type: none"> • Board member attendance. • Actions taken by the board, including descriptions of any amendments. • Who made a motion and second, and any discussion, for all actions taken by the board. • Result of the vote, including number of votes for and against if other than unanimous. <input checked="" type="checkbox"/> Meetings are held consistent with Open Meeting Law <ul style="list-style-type: none"> • Meeting times and location are posted properly on the school website and/or onsite at the school, including for special or emergency meetings. • If meeting includes board member participation via interactive TV (e.g. Skype), it is done so consistent with MN Stat. 13D. • A quorum is present when the board meeting is convened. • One set of board materials is available for public inspection. 		X

<ul style="list-style-type: none"> • If meeting is closed, it is done so in accordance with MN Stat. 13D: agenda and minutes show statutory authority to close the meeting, and minutes appropriately summarize actions taken during the closed meeting. <ul style="list-style-type: none"> <input type="checkbox"/> The board monitors performance on the charter contract at least quarterly in areas of Academic, Environmental Education, Finance and Operations and other aspects of the contract. <input type="checkbox"/> The board takes appropriate action to ensure the school's success based on its review of school performance. <input checked="" type="checkbox"/> Required policies are in place and policies that must be approved or reviewed annually are addressed. <input checked="" type="checkbox"/> The board reviews and approves or accepts key organizational documents (e.g. Annual Report, Financial Audit, Contract with Authorizer, and other Authorizer related documents). <input type="checkbox"/> The board ensures that the school's affiliated building company complies with all applicable legal requirements (if applicable). <p>Effective Practices:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Meeting minutes include or provide: <ul style="list-style-type: none"> • Meetings start and end time. • A clear and concise description of what happened at the meeting. <input checked="" type="checkbox"/> The board has a policy review cycle in place, including bylaws, that is implemented. <input checked="" type="checkbox"/> The board engages in strategic planning. <input type="checkbox"/> Board packets are sent to board members five days in advance of the board meeting. <input type="checkbox"/> The board packet includes all materials relevant to meeting agenda. <input type="checkbox"/> The board develops, updates, and follows an annual governance calendar. <input type="checkbox"/> The board utilizes committees to support effective governance. <input type="checkbox"/> Other effective practices observed: _____ <p>Data sources: Board meeting minutes, ACNW board reviews and observations, and site visit interviews, Director evaluation policy</p>		
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<p>2.3 Board Management & Accountability</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Board established qualification for persons holding leadership positions. <input checked="" type="checkbox"/> Board implements a formal evaluation process for Director/Lead Admin or EMO/CMO. <input type="checkbox"/> Board engages in periodic review of school performance in relation to contractual goals and expectations. <p>Data sources: Board meeting minutes, ACNW board review and observations, and ACNW site visit interviews</p>	X	
<p>Indicator Area 2 Comments:</p> <p>2.1 – While the school meets standard on this indicator, areas to be address are as follows:</p> <p>The annual meeting of the board takes place in July, and board meeting minutes from April 2013 indicate the board took action to change the bylaws to be in accordance with the July meeting; however the bylaws submitted to ACNW at the time of contracting, July 2014, still state that the board’s annual meeting is to take place in June. The bylaws must be updated to reflect the board’s decision to change the time of this meeting. This is evidence that there is no process in place to ensure that key documents reflect the decisions of the board. Additionally, ACNW must also be made aware of bylaw amendments within 20 days, per the school’s charter contract section 5.3.</p> <p>The school’s bylaws are unclear as it pertains to board elections and seat terms. The bylaws state that elections will take place annually in May. Additionally they state that members will serve three year terms; however, elections take place every three years. The bylaws should be reviewed and revised to be consistent with practice, or practice revised to be consistent with policy. Further, the bylaws are old, outdated and in general should be updated to reflect changes in statute and effective practice.</p> <p>2.2 – Over the course of four years, meeting minutes provide scant evidence that the board had any discussion about the school’s performance relative to its academic contractual goals or about the academic program in general. The board must be far more active in its oversight of the school outside of the financials, which it does well. The school has performed well and was previously identified as a High Quality Charter School. With a major transition in leadership and a new shared responsibility among the teachers, it will be important for the board to engage more meaningfully in all aspects of school oversight.</p>		
<p>3.1 Facilities and Transportation</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Fire Inspections and Records are maintained. <input checked="" type="checkbox"/> Certificate of occupancy is on file. <input checked="" type="checkbox"/> School has a plan for transportation services. <input checked="" type="checkbox"/> Evidence suggests the physical space is safe. <p>Data sources: Site visits, annual report, lease aid application,</p>	X	

3.2 Health & Safety <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Crisis Management Policy is aligned to statute and applied. <input checked="" type="checkbox"/> School complies with MDE food and nutrition program requirements. <input checked="" type="checkbox"/> School has a plan for nursing services and dispensing pharmaceuticals. <input type="checkbox"/> Evidence suggests parents/students perceive the school provides a safe learning environment. <p>Data sources: Site visit, annual report, crisis mgmt. policy</p>	X	
Indicator Area 3 Comments: <p>3.2 – The school underwent an MDE compliance review of its food and nutrition services and was found to have been out of compliance. The school indicates that it has resolved all identified issues. The school has since hired a consultant to assist with bringing the food program into compliance.</p> <p>Especially since the start of the 2018-19 school year, the school’s relaxed environment has proven a draw for some students while creating an unsafe environment for others. The academic program lacks rigor and high expectations, which has resulted in a school culture that places student comfort above academic achievement and the health and safety of all learners. Though the current environment of the school does not threaten its sustainability, not addressing the above issues could lead to more significant issues.</p>		
4.1 Admission and Enrollment <ul style="list-style-type: none"> <input type="checkbox"/> Lottery policy is in alignment with applicable laws and implemented with fidelity. <p>Data sources: Lottery policy, school’s website</p>		X
4.2 Due Process & Student Privacy <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Evidence indicates the school implements equitable discipline practices. <input checked="" type="checkbox"/> Evidence suggests school complies with laws prohibiting religious instruction. <input checked="" type="checkbox"/> Evidence suggests school complies with Family Educational Rights and Privacy Act of 1974 (FERPA), laws related to student records and privacy. <p>Data sources: School policy, student & family handbook, annual charter school assurance, lease aid application</p>	X	
Indicator Area 4 Comments: <p>4.1 – The school’s lottery policy is currently not in compliance with statutes and must be updated at the time of contracting.</p>		
5.1 Teacher Licensure <ul style="list-style-type: none"> <input checked="" type="checkbox"/> School staff is appropriately licensed. 	X	

Data sources: Annual report, STAR report, requests for special permissions		
5.2 Staff Retention <input checked="" type="checkbox"/> 80% retention ratio or system that is designed to negate negative effects of high turnover as evidenced by positive academic outcomes Data sources: annual report, STAR report	X	
5.3 Employment Practices <input checked="" type="checkbox"/> School has clear employment and evaluation policies outlined in Employee handbook and follows those processes and policies. <input checked="" type="checkbox"/> Evidence suggests the school has fair hiring policies and job descriptions. Data sources: Staff/ Employee handbook	X	
Indicator Area 5 Comments: 5.2 – Though the staff retention rate remains above 80%, the school has indicated that it does not have the systems in place to appropriately onboard new teachers. Teachers generally develop their own curriculum within the discipline they are teaching, and if they leave the structure of the class leaves with them. ACNW encourages the school to, at a minimum, document alignment to standards as well as lesson planning in order to more effectively transition teachers who are new to the school.		
6.1 Annual Reports <input checked="" type="checkbox"/> Annual report is submitted on time and meets statutory requirements, or has been revised to meet statutory requirements. Data sources:	X	
6.2 Insurance <input type="checkbox"/> Insurance meets all statutory and contractual requirements. Data sources: Insurance certificate		X

<p>6.3 Authorizer and State Compliance</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Evidence suggests the school completes state reporting on time. <input checked="" type="checkbox"/> School website meets statutory requirements. <input checked="" type="checkbox"/> Minimum 80% on-time and accuracy percentages in Epicenter <input checked="" type="checkbox"/> Evidence suggests the school fulfills requirements related to TRA and PERA <p>Data sources: Epicenter on-time and accuracy rates, MDE communications, TRA/PERA</p>	X	
<p>Indicator Area 6 Comments:</p> <p>6.1 – The school meets standard on this measure, even though the FY18 Annual Report was extremely overdue. With that exception, over the course of the contract annual reports have been submitted on time.</p> <p>6.2 – The school has appropriate coverage including up to \$2M General Aggregate Commercial Liability Coverage. However, ACNW does not have evidence that the coverage meets all requirements of MN Stat. 466.04 Subd. 1(a)(8) related to claims arising “out of the release or threatened release of a hazardous substance.” Please Provide ACNW with this evidence.</p>		



East Range Academy of Technology and Science Academic Performance Data Profile Contract Term: July 1, 2014 through June 30, 2019

Indicator 1: Mission Related Outcomes

Measure 1.1 Performance Data: Hope Survey

East Range Academy	Number of areas that average scores for students showed fall to spring growth	Number of Areas
FY16	11	11
FY17	11	11
FY18	11	10
Aggregate	33	32

Source: [Data provided by the school to ACNW](#)

Indicator 3: Reading Growth

Measure 3.1 Performance Data:

East Range Academy	Mean Growth Z-Score	Number of Students
FY15	-0.252	22
FY16	0.002	16
FY17	-0.053	22
FY18	-0.225	14
Aggregate Z-Score = -0.13		

Source: De-identified student level data provided to ACNW by MDE

Measure 3.2 Performance Data:

East Range Academy	Number of Students with Positive Z-Score	Number of Students with Negative Z-Score	Total Number of Students with Z-Scores	Percentage of Students with Positive Z-Score
FY15	9	13	22	40.9%
FY16	7	9	16	43.8%
FY17	12	10	22	54.5%
FY18	7	7	14	50.0%
Aggregate	35	39	74	47.3%

Source: De-identified student level data provided to ACNW by MDE

Measure 3.3 Performance Data:
STAR Assessment – All Students (Grades 9-12)

East Range Academy	Number of Students who Grew by ≥ 1 GLE	Number of Students who Maintained GE at or above GL	Number of Students who Grew by ≥ 1 GLE or Maintained GE at or above GL	Number of Students Eligible	Percent of Students who Grew by ≥ 1 GLE or Maintained GE at or above GL
FY15	23	26	49	94	52.1%
FY16	39	23	62	88	70.4%
FY17	20	40	60	110	54.5%
FY18	17	18	35	72	48.6%
FY19					
Aggregate	99	107	206	364	56.6%

Source: Requested data provided to ACNW by school

Measure 3.4 Performance Data:
STAR Assessment – Students more than one year below grade level (Grades 9-12)

East Range Academy	Number of Students who Grew by ≥ 1.5 GLE	Number of Students Eligible	Percent of Students who Grew by ≥ 1.5 GLE
FY15	15	61	24.6%
FY16	34	77	44.2%
FY17	28	72	38.9%
FY18	11	44	25.0%
FY19			
Aggregate	88	254	34.6%

Source: Requested data provided to ACNW by school

Indicator 4: Math Growth

Measure 4.1 Performance Data:

East Range Academy	Mean Growth Z-Score	Number of Students
FY15	-0.372	14
FY16	-0.295	32
FY17	0.027	23
FY18	-0.466	18
Aggregate Z-Score = -0.26		

Source: De-identified student level data provided to ACNW by MDE

Measure 4.2 Performance Data:

East Range Academy	Number of Students with Positive Z-Score	Number of Students with Negative Z-Score	Total Number of Students with Z-Scores	Percentage of Students with Positive Z-Score
FY15	5	9	14	35.7%
FY16	12	20	32	37.5%
FY17	12	11	23	52.1%
FY18	5	13	18	27.8%
Aggregate	34	53	87	39.1%

Source: De-identified student level data provided to ACNW by MDE

**Measure 4.3 Performance Data:
STAR Assessment – All Students (Grades 9-12)**

East Range Academy	Number of Students who Grew by ≥ 1 GLE	Number of Students who Maintained GE at or above GL	Percent of Students who Grew by ≥ 1 GLE or Maintained GE at or above GL	Number of Students Eligible	Percent of Students who Grew by ≥ 1 GLE or Maintained GE at or above GL
FY15	27	31	58	92	63.0%
FY16	40	21	61	89	68.5%
FY17	36	47	83	110	75.5%
FY18	20	15	35	73	47.9%
FY19					
Aggregate	123	114	237	364	65.1%

Source: Requested data provided to ACNW by school

**Measure 4.4 Performance Data:
STAR Assessment – Students more than one year below grade level (Grades 9-12)**

East Range Academy	Number of Students who Grew by ≥ 1.5 GLE	Number of Students Eligible	Percent of Students who Grew by ≥ 1.5 GLE
FY15	19	52	36.5%
FY16	38	68	55.9%
FY17	37	54	68.5%
FY18	14	50	28.0%
FY19			
Aggregate	108	224	48.2%

Source: Requested data provided to ACNW by school

Indicator 5: Reading Proficiency

Measures 5.1-5.2 Performance Data:

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

East Range Academy	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	3	8	4	12	27	48.1
FY16	2	4	6	5	17	52.9
FY17	7	7	2	7	23	65.2
FY18	2	5	3	7	17	50.0
Aggregate	14	24	15	31	84	54.2

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	*	*	*	*	*	*
FY16	13,184	22,010	12,168	10,341	57,703	71.5
FY17	13,742	22,534	11,700	10,265	58,241	72.3
FY18	13,435	21,592	11,787	10,731	57,545	71.1
Aggregate	40,361	66,136	35,655	31,337	173,489	71.7

Eveleth-Gilbert School District (ISD 2154)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	*	*	*	*	*	*
FY16	11	20	13	11	85	44.1
FY17	12	26	18	7	63	74.6
FY18	13	29	19	8	69	74.6
Aggregate	36	75	50	26	217	62.7

Source: [Minnesota Report Card](#)

Measures 5.3-5.4 Performance Data:

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

East Range Academy	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	3	6	4	11	24	45.8
FY16	2	3	4	5	14	50.0
FY17	2	6	1	6	15	56.7
FY18	0	4	3	6	13	42.3
Aggregate	7	19	12	28	66	48.5

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	*	*	*	*	*	*
FY16	2,005	5,605	4,679	6,056	18,345	54.2
FY17	2,080	5,717	4,590	6,163	18,550	54.4
FY18	2,102	5,552	4,535	6,232	18,421	53.9
Aggregate	6,187	16,874	13,804	18,451	55,316	54.2

Eveleth-Gilbert School District (ISD 2154)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	*	*	*	*	*	*
FY16	3	6	4	8	21	52.4
FY17	3	9	6	0	18	83.3
FY18	3	7	6	3	19	68.4
Aggregate	9	22	16	11	58	67.2

Source: [Minnesota Report Card](#)

Indicator 6: Math Proficiency

Measures 6.1-6.2 Performance Data:

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

East Range Academy	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	2	2	1	12	17	26.5
FY16	0	3	9	21	33	22.7
FY17	1	2	7	15	25	26.0
FY18	1	4	3	13	21	31.0
Aggregate	4	11	20	61	96	26.0

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	*	*	*	*	*	*
FY16	9,443	16,303	12,271	14,430	52,447	60.8
FY17	9,990	16,642	11,840	14,542	53,014	61.4
FY18	9,759	16,587	11,514	15,502	53,362	60.2
Aggregate	29,192	49,532	35,625	44,474	158,823	60.8

Eveleth-Gilbert School District (ISD 2154)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	*	*	*	*	*	*
FY16	5	16	10	31	62	41.9
FY17	8	18	6	10	42	69.0
FY18	7	16	15	13	51	59.8
Aggregate	25	65	43	83	216	51.6

Source: [Minnesota Report Card](#)

Measures 6.3-6.4 Performance Data:

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

East Range Academy	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	2	2	0	10	14	28.6
FY16	0	1	4	15	20	15.0
FY17	1	2	7	12	22	29.5
FY18	1	3	2	11	17	29.4
Aggregate	4	8	13	48	73	25.3

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	*	*	*	*	*	*
FY16	904	3,384	3,855	7,447	15,590	39.9
FY17	1,078	3,425	3,698	7,460	15,661	40.6
FY18	1,033	3,275	3,546	7,910	15,764	38.6
Aggregate	3,015	10,084	11,099	22,817	47,015	39.7

Eveleth-Gilbert School District (ISD 2154)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	*	*	*	*	*	*
FY16	1	0	0	10	11	9.1
FY17	2	2	2	4	10	50.0
FY18	1	3	5	4	13	50.0
Aggregate	4	5	7	18	34	36.8

Source: [Minnesota Report Card](#)

Indicator 7: Science Proficiency (and Growth)

Measures 7.1-7.2 Performance Data:

Science: All State Accountability Tests – All Students (Enrolled October 1, High School)

East Range Academy	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	2	5	5	11	23	41.3
FY16	4	7	7	8	26	55.8
FY17	5	5	6	6	22	59.1
FY18	0	4	5	7	16	40.6
Aggregate	11	21	23	32	87	50.0

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	*	*	*	8	*	*
FY16	8,617	19,858	11,868	9,433	49,776	69.1
FY17	9,741	19,759	11,848	9,611	50,959	69.5
FY18	8,431	18,319	12,079	10,926	49,755	65.9
Aggregate	26,789	57,936	35,795	29,978	150,490	68.2

Eveleth-Gilbert School District (ISD 2154)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	*	*	*	*	*	*
FY16	14	17	17	7	55	71.8
FY17	19	25	13	6	63	80.5
FY18	8	31	23	6	68	74.3
Aggregate	41	73	53	19	186	75.5

Source: [Minnesota Report Card](#)

Measures 7.3-7.4 Performance Data:

Science: All State Accountability Tests – Free/Reduced Priced Lunch (Enrolled October 1, High School)

East Range Academy	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	2	4	5	10	21	40.5
FY16	4	4	5	7	20	52.5
FY17	1	3	5	5	14	46.4
FY18	0	1	5	6	12	29.2
Aggregate	7	12	20	28	67	43.3

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	*	*	*	*	*	*
FY16	1,226	4,518	4,270	5,183	15,197	51.8
FY17	1,412	4,561	4,312	5,548	15,833	51.3
FY18	1,146	4,019	4,133	6,129	15,427	46.9
Aggregate	3,784	13,098	12,715	16,860	46,457	50.0

Eveleth-Gilbert School District (ISD 2154)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY15	*	*	*	*	*	*
FY16	4	6	6	5	21	61.9
FY17	6	6	5	1	18	80.5
FY18	4	3	8	3	18	61.1
Aggregate	14	15	19	9	57	67.5

Source: [Minnesota Report Card](#)

Indicator 9: Post Secondary Readiness

Measure 9.1 Performance Data:

ACT – Subject Areas: English, Reading, Math, and Science

East Range Academy	Count Achieving College Ready Score (≥ 2 Subjects)	Total Count with Valid Scores	Percent Achieving College Ready Score (≥ 2 Subjects)
FY15-16	8	28	28.6%
FY17	6	20	30.0%
FY18	7	18	38.9%
Aggregate	21	66	31.8%

Source: School's Annual Report/WBWF Report

Measure 9.2 Performance Data:

Armed Services Vocational Aptitude Battery – Armed Forces Qualification Test (AFQT) score

East Range Academy	Count Achieving AFQT score ≥ 31	Total Count with Valid Scores	Percent Achieving AFQT score ≥ 31
FY16	14	36	38.9%
FY17	12	19	63.2%
FY18	9	15	60.0%
Aggregate	35	70	50.0%

Source: Requested data provided to ACNW by school

Measure 9.3 Performance Data:

4-Year Graduation Rate

East Range Academy	Graduated Count	Total Count	Percent Graduated
Baseline (FY14)	29	47	61.7%
FY15	39	49	79.6%
FY16	20	32	62.5%
FY17	54	70	77.1%
FY18	50	67	74.6%*
Aggregate (FY15-18)	192	265	72.5%

State of Minnesota	Graduated Count	Total Count	Percent Graduated
FY15	54,150	65,956	82.1%
FY16	54,071	65,541	82.5%
FY17	54,843	66,330	82.7%
FY18	*	*	*
Aggregate			

* Data not yet released by MDE

Source: [Minnesota Report Card](#)

Indicator 10: Attendance

Measure 10.1 Performance Data:

East Range Academy	Attendance Rate
FY15	82.0%
FY16	84.9%
FY17	82.0%
FY18	79.4%*
Average	82.1%

Source: [MDE Data Reports and Analytics – Student Data \(Student – Attendance\)](#)

* Data provided by the school

Renewal Response – East Range Academy of Tech & Science

Environmental Education Performance Evaluation FY15 – FY19

This is a very fair representation of the school's environmental education program. As noted in the evaluation, the board has not been actively enough involved in the understanding or monitoring of the school's environmental educational goals.

Only small notes to the analysis:

Indicator 5: Financial and Operational Commitment

“Based on review of board meeting minutes ... the school does not provide whole-school professional development to support EE in the classroom.” (from page 13)

Though very true that the board probably did not document this well in its meeting minutes, in both August 2014 and August 2015, the school did have all-teacher EE trainings at each of their summer professional development weeks. Granted, it's been a few years, but several trainings did occur on a whole-school level during this contract time. Professional development agenda from August 2014 is attached, and though the August 2015 agenda was not found electronically, it could likely be located in a paper copy if needed for additional documentation.

Indicator 7: Environmental Literacy

Super small formatting note:

On page 4 of the evaluation, the school “Meets Standard” for Indicator 7 on the chart, but on page 15, the box is not checked noting the same.

Financial Performance Evaluation FY15 – FY19

This is a very fair analysis of the school's finances. Even though the school met all standards in its finance evaluation, the suggestions made regarding investing in people and in programs will be thoroughly considered and improved upon.

There were no highlighted questions in this evaluation, and the school had no notes, questions, or additional information to add.

Academic Performance Evaluation FY15 – FY19

The academic evaluation is an accurate portrait of the results the school has shown over the last several years.

There were no highlighted questions in this evaluation, and the school had no notes, questions, or additional information to add, except for the winter STAR testing data. There is one more round of growth (STAR) tests to be done in winter 2018-2019 to complete the contract academic calculations, and those will be reported as soon as testing is completed in February.

Operations Performance Evaluation FY15 – FY19

This is a somewhat accurate analysis of the school's operations. There are no major arguments to be made, but some of the observations and summaries are simply a little more subjective.

A few small notes to the analysis:

Indicator 1.1 – Mission and Vision

“As a result, the instructional program is inconsistent, lacking rigor, and is unlikely to produce academic outcomes that will result in the school meeting its mission, “...to prepare [high school students] to be productive adults in today’s ever-changing world.” (page 3)

Many of the school's graduates are actually doing well in the post-high-school world. Many students are definitely productive adults, or, at least in the process of becoming productive adults.

The school has not done a good job in documenting these results, and no insult is taken at the subjective comment. However, it would be good for the board and administration to gather data and report the strides graduates are making in their lives. Time is not on the side of this process being complete by the renewal decision, but, it is definitely a possibility in the future and could become an annual school academic accountability goal.

Indicator 1.2 – Instruction and Assessment

“The professional development offered by the school is not designed for creating consistency and rigor of the instructional program. The teacher currently leading professional development is enthusiastic and highly educated but inexperienced. The school asks a lot of its teachers, especially given the varied and high needs of its student population, and coaching and training should be facilitated by highly experienced teachers with demonstrated success in meeting the needs of ERATS’s student population.” (page 4)

The school has recently hired a more experienced teacher to officially lead the school. Though the younger teacher mentioned in the evaluation will remain active in organizing and leading professional development, he will be more guided and helped by the new Executive Director (who does have demonstrated success in meeting the needs of ERATS student population.) The new (older) Executive Director will start on January 22nd, 2019, and she plans on helping staff immediately with instructional programming.

Indicator 1.6 – Parent and Student Satisfaction

Attached are the results of both a parent and 12th grade (senior) survey which were administered in May 2018. The board did review the surveys at their July 2018 board meeting, and it was documented in minutes. Because so few parents replied (12 of over 200 parents), data from that survey should definitely be considered more anecdotal than quantitative.

Regarding the student data, 20 of 68 senior students took the survey. Though the formatting is a bit rough, probably some of the most interesting results of the survey occur on page 3:

50% of students’ fathers had graduated from high school

65% of students’ mothers had graduated from high school

30% of students reported being the first in their family to graduate high school

In 2016-2017 and 2017-2018, the school’s director did administer student surveys regarding student opinions on their teachers. However, no overall 9th – 12th grade student satisfaction survey was given in the last several school years.

Indicator 2.1 – Board Composition and Capacity

In general, this is a fair analysis of board practices, composition, and capacity.

However, a clarification is needed for one of the comments:

“The board does not hold its annual meeting in accordance with statute or its bylaws. The bylaws state the annual meeting is to take place the first meeting in June; however, the school has held its annual meeting for the last four years in July.” (page 8)

Attached are a board agenda packet from April 15th, 2013, and board minutes from the same. In that meeting, it was noted that the bylaws passed in 2011 were in error with the “June” annual meeting date, and a motion passed unanimously to update the bylaws. Overall, there is no argument that the bylaws should be updated in their totality soon.

Indicator 3.2 – Health and Safety

Issues noted regarding health and safety of all learners will be accepted here without comment, as to not draw personal student data and issues into a public document. However, the wording of the ACNW note on page 9, in the second paragraph, is extremely subjective, and, it would be greatly appreciated if ACNW would consider rephrasing.

Indicator 4.1 – Admission and Enrollment

The school passed a lottery policy in 2014, but the board will update the policy in whatever ways is needed.

Indicator 6.2 - Insurance

“The school has appropriate coverage including up to \$2M General Aggregate Commercial Liability Coverage. However, ACNW does not have evidence that the coverage meets all requirements of MN Stat. 466.04 Subd. 1(a)(8) related to claims arising “out of the release or threatened release of a hazardous substance.” (page 11)

The school’s executive director will more thoroughly research the school’s insurance and provide evidence of the “release or threatened release of a hazardous substance” from the school’s insurance carrier to ACNW by January 23rd, 2019 at the latest.

Amy Hendrickson, Teacher and Interim Co-Director

January 21st, 2019

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: $\times 1.5$ points
- Meets Target: $\times 1.0$ points
- Approaches Target: $\times 0.5$ points
- Does Not Meet Target: $\times 0.0$ points

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

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

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

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

EE Performance Evaluations may be completed annually or as often as deemed appropriate by 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:

Data Review and Analysis – 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.

Site Visits and Board Observations – 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.

Feedback and Strategic Intervention – 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. Lack of progress towards meeting contractual goals. Failure to submit required documents on a timely basis. Failure to comply with applicable law or the conditions of the charter contract. Signs of poor financial health or management.	Letter from ACNW to the charter school's board of directors detailing areas of concern and action required to address concerns. <i>and/or</i> ACNW recommendation that the school develops a remediation plan.
LEVEL TWO Notice of Deficiency	Failure to meet multiple performance targets; or repeated failure to meet a single performance target. Significant failure to comply with applicable law or the conditions of the charter contract. Continued evidence of poor financial health or management.	Letter from ACNW to charter school board of directors detailing areas of deficiency and action required to address deficiency. <i>and/or</i> Requirement of a remediation plan containing specific improvement objectives, technical assistance requirements, and schedule for remedial action to be approved by 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. Severe concerns regarding the school's financial viability.	Letter from ACNW to charter school board of directors detailing reasons for probationary status and action required to address concerns. <i>and/or</i> Remediation plan imposed by ACNW. <i>and/or</i> ACNW may appoint staff or a consultant to monitor implementation of the remediation plan
LEVEL FOUR Charter Review	Failure to address the terms of Probationary Status. Extended pattern of failure to meet contractual goals and/or to comply with applicable law or the conditions of the charter contract. Severe and persistent concerns regarding the school's financial viability.	Consideration and decision by the ACNW Board to revoke or not to revoke the school's charter, or to impose lesser sanctions.
LEVEL FIVE Charter Revocation	Charter Review results in recommendation to revoke.	Commencement of charter revocation proceedings consistent with Minnesota Stat. 124E and the terms of the charter contract.

Exhibit R: Financial Statement Template & Guide

The School shall furnish 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.

SCHOOL NAME:

QUARTER ENDING:

Balance Sheet

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

GENERAL FUND - 01	Approved Budget	Year -to-Date Activity	Percent of Budget
REVENUES			
State Revenues			
General Education Aid			
Facilities Lease Aid			
Special Education Aid			
Other (specify)			
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			
District Support Services			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Capital Expenditures			
Total District Support Services			
Elementary and Secondary Regular Instruction			
Salaries			
Benefits			
Purchased Services			

	Approved Budget	Year -to-Date Activity	Percent of 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			
Federal Special Education			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total Federal Special Education			
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			
Instructional Support Services			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total Instructional Support Services			
Pupil Support Services			
Salaries			
Benefits			

	Approved Budget	Year -to-Date Activity	Percent of 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 SURPLUS (DEFICIT)			
FOOD SERVICE FUND - 02	Approved Budget	Year -to-Date Activity	Percent of Budget
REVENUES			
State Revenues			
Federal Revenues			
Sale of Lunches and Other Local Revenue			
Transfer from General Fund			
TOTAL REVENUES			
EXPENDITURES			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Other (specify)			
TOTAL EXPENDITURES			
FOOD SERVICE FUND 02 - NET SURPLUS			

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

Exhibit S: Performance Improvement Plan – Probationary Contract

School Name: East Range Academy of Science and Technology

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

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

Academics

- A.3: Reading Growth
 - Addressed through Exhibit G
- A.4: Math Growth
 - Addressed through Exhibit G
- A.5: Reading Proficiency
 - Addressed through Exhibit G
- A.6: Math Proficiency
 - Addressed through Exhibit G
- A.7: Science Proficiency (and Growth)
 - Addressed through Exhibit G
- A.10: Attendance
 - Addressed through Exhibit G

Environmental Education

- E.5: Financial Operation and Commitment
 - Addressed through Exhibit H
- E.6: Science Proficiency
 - Addressed through Exhibit G

Operations

- 0.1.1: Mission and Vision
 - Addressed below
- 0.1.2: Instruction and Assessment
 - Addressed below
- 0.2.2: Board Decision-Making & Oversight
 - Addressed below
- 0.4.1: Admissions and Enrollment
 - Addressed below
- 0.6.1: Insurance
 - Addressed below

Milestone	Indicator(s) Addressed	Description of strategies and / or activities designed to meet the identified milestone	Timeline	Persons(s) Responsible
The school has a plan for meeting its primary purpose to increase all pupil learning and all student achievement.	0.1.1	<p><i>How will the school ensure students are achieving academically?</i></p> <p>As many of the students enroll considerably behind in grade-level mathematics and reading, more specific assessments (formative as well as quarterly STAR testing), interventions, and individual help from teachers and paraprofessionals will be provided to those students needing to advance more quickly.</p> <p>Staff will be provided training during summer professional development (and ongoing in future years) to better understand how an academic intervention system can work for students who are living in at-risk situations or have experienced trauma and who are below grade-level academically. Follow-up professional development will focus on student data and results. The curriculum consultant will be on site four times during the year to provide in-person professional development tied to site and personal goals and aligned with the PD focus. In addition, staff will participate in self-paced, bi-</p>	<p>August 31, 2019 – a more solid academic intervention plan for students will be in place by the 2019-2020 school year</p> <p>Summer 2019 - Training will occur for staff with ongoing training throughout the contract term</p> <p>2019-2020 School year: Quarterly STAR</p>	<p>Amy Hendrickson (School Director) is ultimately responsible for implementation and for setting up needed professional development and training with experts</p> <p>Jen Goepfert (Curriculum consultant) will assist by working with staff by providing and</p>

		<p>weekly on-line PD facilitated by the curriculum consultant which further supports site and individual goals. The school will submit its professional development calendar to ACNW annually.</p> <p>On the other-side of that, students who are at grade-level or above will be given more opportunity for enrichment and advancement in their classes and coursework through some blended learning and online curriculum. Students will be able to work through online courses in a self-paced and/or flipped classroom model.</p> <p>Students who qualify will be encouraged to take PSEO coursework at the local community colleges, in either traditional track or vocational/technical track coursework. Younger students will be taught what “PSEO” is and how to get there. Students who do not qualify for PSEO will understand why they did not qualify (usually GPA requirement set forth by the college or Accuplacer testing) and offered assistance in becoming eligible as soon as possible as well as other options for more engaging career or college readiness programs, such as work programs or job shadowing opportunities.</p>	<p>testing for students who are academically behind will be implemented and data will be used to drive instructional strategies for students behind grade-level reading and math</p>	<p>demonstrating instructional strategies</p> <p>All teaching and paraprofessional staff</p>
<p>The school implements a clear, consistent methodology / pedagogy evident throughout the program that is aligned to the school’s mission.</p>	0.1.2	<p><i>What is the vision for teaching and learning at the school? How will that be communicated to teachers?</i></p> <p>The vision for learning at the school is for all students to be actively engaged in their own learning, showing growth academically, socially, and emotionally to be able to transition successfully out of high-school to adulthood, no matter what obstacles they have had to</p>	<p>June 30, 2019</p>	<p>The school’s board is responsible for working with ACNW to</p>

		<p>overcome in their lives.</p> <p>The vision for teaching at the school is for teachers to be actively involved in all students' learning, providing more engaging, differentiated opportunities for students of all achievement levels. This will involve training in more effective classroom practices, with a focus on how to work with at-risk students who have disengaged from school and how to intervene when students are below grade level.</p> <p>(Though the school was originally founded on the idea that teacher autonomy is very important, it cannot be more important than student learning and active engagement. In fact, in the school's charter contract, "different and innovative teacher strategies" should be removed as a secondary goal to better allow student achievement and opportunities to be the main and primary secondary goals.)</p> <p>Staff who are unable to effectively adjust to the new academic programming will be let go at the end of school years during contract renewal times.</p>	<p>Summer 2019 – All staff will participate in professional development with a focus on improving academic outcomes for children who have lived through or are living in trauma; training will include how to intervene and work with students needing additional help to reach</p>	<p>remove the secondary goal focusing on innovative teaching in the school's contract (leaving goals focusing first on student achievement and second on student opportunities)</p> <p>Amy Hendrickson (School Director) is ultimately responsible for making sure staff better understand the school's vision and mission and that they can demonstrate effective instructional techniques to work with the school's student population</p> <p>Jen Goepfert (curriculum</p>
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			<p>academic goals.</p> <p>Annually: Teaching staff will be writing Personal PD goals which will be tied to site goals, will include measurable goals based on data. Q-Comp will be contingent on meeting and/or exceeding PDP goals.</p> <p>An online self-paced curriculum will also be developed and available for incoming staff and current staff to continue to deepen and develop competencies supporting the site goals.</p>	consultant) will help with summer 2019 professional development
The school environment is conducive to student learning.	0.1.2	<p><i>How will the school ensure rigorous instruction and high expectations for all learners?</i></p> <p>Staff will be better trained in the mission and vision of</p>	Summer 2019 –	Amy

		<p>the school, understanding that the school works with students at all academic, social, and emotional levels. Staff will receive training in how to improve academic results with at-risk students.</p> <p>Accountability will be improved by better aligning classroom teacher evaluations to student engagement data as observed quarterly by the school director and educational consultant. Teachers will be given training and documented opportunities to improve student engagement.</p> <p>During the 2019-2020 school year, students will be further separated into a 9th/10th cohort “homebased” in the front of the school and an 11th/12th cohort “homebased” in the back of the school. This physical separation of younger and older students will allow staff to better focus on the differing needs of the two age groups. 9th and 10th grade students will experience more “traditional classroom” learning, while 11th and 12th grade students will have additional opportunities for more self-paced blended learning, PSEO, and work experience learning, as well as traditional classroom experiences.</p> <p>The school’s Dean of Students will work more effectively with the school’s director to provide a learning environment that is safe and comfortable for all, and teachers will work more effectively to provide more engaging academic opportunities.</p> <p>Perception data will be used to gauge school climate and engagement. Examples of perception data may teacher self-assessments for efficacy, student surveys and observational engagement data.</p>	<p>Staff training will include review, discussion, and better understanding of the school’s mission and vision</p> <p>Summer 2019 – School lay-out will be better aligned into grade-level spaces</p> <p>2019-2020 – evaluation of new separation of learning spaces will occur</p>	<p>Hendrickson (School Director) will provide training and leadership to teaching and paraprofessional staff</p> <p>Shane Walters (Dean of Students) will work with Amy to set-up a school lay-out that is more conducive to academics</p> <p>An instructional expert (hopefully Jen Goepfert!) will provide more and ongoing teacher training in rigorous instructional methods</p>
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<p>Teachers receive adequate professional development in order to effectively implement the instructional program.</p>	<p>0.1.2</p>	<p><i>How will the school structure its professional development to support student achievement, behavior management, and other priorities determined by the school's leadership? How does the school plan to hold accountable teachers to meet those expectations?</i></p> <p>Professional development will be defined with direct student outcomes being more the focus than the staff inputs. PD is defined by both teacher growth and student outcome growth. We will use perception data to assess teacher growth and student academic data to assess student growth). As mentioned previously, the school will submit its professional development calendar to ACNW annually.</p> <p>During the 2019-2020 school year, staff will have stronger, more relevant student learning goals for each student that are checked on by the school director with help from the school's educational consultant quarterly.</p> <p>Teacher improvement plans will be written by the school director when classroom observation data from the director and educational consultant deems it necessary.</p> <p>At the end of the school year, if a staff member has not shown needed growth, the school School Director, will recommend the teacher not return for the following school year.</p>	<p>Summer 2019 – Summer professional development and curriculum improvement</p> <p>August 2019 - May 2020 and ongoing there-after: Continued weekly professional development on Fridays</p> <p>May 2020: Board meeting and determination of staff to be offered letters of intent for following school year</p>	<p>Amy Hendrickson (Executive Director) is ultimately responsible for making sure staff implement effective instructional techniques to work with the school's student population</p> <p>Board members hire and release staff based on the recommendation of the School Director</p>
<p>Student engagement is evident through observations and surveys.</p>	<p>0.1.2</p>	<p><i>How will the school involve students in their own learning and connection to the work?</i></p> <p>Students set and monitor annual and formative learning and achievement goals. These goals are designed by the</p>		

		<p>student, advising teacher, and parents annually in August, but are updated periodically throughout the school year as needed.</p> <p>Teachers will better engage students into their own learning by providing more opportunities for students to demonstrate needed knowledge and skills and by better conveying why students are doing the coursework they are being asked to complete. During the summer of 2019, teachers will receive professional development relevant to better engaging students.</p> <p>An instructional expert will visit the school at least (3) times per year during the 2019-2020 school year to observe students and teachers.</p> <p>Students will complete surveys about their learning experiences and engagement at the beginning and end of each school year.</p>	<p>October 2019, January 2020, and March 2020 – Outside instructional expert will visit the school</p> <p>May 2019 (and each May thereafter): Student surveys will be conducted</p>	<p>Amy Hendrickson will be responsible for setting up summer professional development and continuing work with an instructional expert (Jen Goepfert) who worked with the school during March 2019</p> <p>Amy Hendrickson (School Director) will be responsible for setting up and administering the student survey</p>
Teachers are able to identify instructional leadership.	0.1.2	<p><i>Clearly identify who is responsible for teaching and learning at the school. This includes establishing a clear instructional approach, professional development, student assessment, and use of data throughout the academic program.</i></p> <p>Amy Hendrickson (School Director) will be the overall responsible individual for ensuring teachers are implementing strategies and procedures, including</p>	The school hired an educational consultant who began supporting staff in June 2019 and will continue support throughout the summer and the	Amy Hendrickson and Jen Goepfert (educational consultant)

		ensuring that teachers are providing higher level instruction, better identifying students who need academic assistance, and providing more structured and documented interventions and assistance. The school has hired an educational consultant in curriculum and instruction to help Amy develop professionally as an instructional and school leader.	2019-2020 school year through quarterly visits for PD and classroom observations and through bi-weekly online/remote PD	
The board monitors performance on the charter contract at least quarterly in areas of Academic, Environmental Education, Finance and Operations and other aspects of the contract.	0.2.2	<p><i>How will the board hold itself and school leadership accountable for the outcomes and expectations in the charter contract?</i></p> <p>Monthly board meetings will be better arranged to focus on academic, environmental education and operations goals. (The board already does a lot of goal setting and discussion on financial aspects, and though that area of governance will not be ignored, it will not be the only area of discussion at board meetings.)</p> <p>Since the 2018 ACNW leadership conference, board members have been more aware of Audubon's board meeting review framework and have already made some changes to agenda set-up and meeting format.</p> <p>Board trainings will include more review and understanding of the charter contract academic and environmental education goals.</p>	Monthly, starting already with revision of agenda, but improving each meeting	<p>Erin Haglund (Board Chair) and Amy Hendrickson (Executive Director)</p> <p>All board members will be more actively involved in understanding and monitoring charter goals</p>
Lottery policy is in alignment with applicable laws and implemented with fidelity.	0.4.1	<p><i>Revise the lottery policy to ensure compliance with applicable statute. How will the board ensure school staff follows this policy?</i></p> <p>Administration will follow guidance as provided from</p>	Prior to June 30,	Amy

		<p>legal counsel and recommendations from ACNW to update and align the lottery policy with applicable laws. The board policy committee will assist administration, and the will pass the recommended policy by June 30th, 2019.</p> <p>Once implemented, the board will ensure fidelity to the policy by setting an enrollment number for the next academic year (no greater than what ACNW allows for the school in its contract) and reviewing monthly updates on applications, enrollments, and FTE in each grade level. The board will cap enrollments when needed by the end of the first term for Semester I enrollments and by the end of the third term for Semester II enrollments.</p>	<p>2019</p> <p>July 2019 (and each month thereafter) - Monthly application, enrollment, FTE, head-count, and student attrition review</p>	<p>Hendrickson (School Director); Board Policy Committee (Emily Falgier, Chairperson) will prepare the policy</p> <p>Amy Hendrickson (School Director) and Jody Youso (MARSS Coordinator) will prepare board reports</p>
Insurance meets all statutory and contractual requirements.	0.6.2	<p><i>Provide ACNW with evidence the school has coverage meeting all requirements of MN §466.04 Subd. 1(a)(8) related to claims arising "out of the release or threatened release of a hazardous substance."</i></p> <p>Administration will work with the school's insurance carrier to ensure required coverage from MN §466.04 Subd. 1(a)(8) is added to the insurance policy.</p> <p>If the policy cannot be amended to include the required coverage by October 1, 2019, the school will identify a new insurance provider and the school board approve the new provider by December 31, 2019.</p>	<p>December 31, 2019</p>	<p>Amy Hendrickson (School Director) and Fern Swanson (Business Manager) will work with Jamie Lindseth (School Insurance Agent) to have the correct language in policy for the board to review</p>