

CHARTER SCHOOL CONTRACT

Between

Audubon Center of the North Woods

and

**Pillager Area Charter School –
District #4080-07**

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; and
- Encourage the use of different and innovative teaching methods; 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 24, 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, 2018; and

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

NOW, THEREFORE, Audubon Center of the North Woods grants this Contract conferring certain rights, privileges, and obligations of a charter school and confirms the status of a charter school to the School. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions:

ARTICLE I

DEFINITIONS

Section 1.1. 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 Pillager Area Charter located at 12763 County Rd 1 SW, Pillager, MN 56473, 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:
- Grades 9 - 12 with a maximum total enrollment of 55 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 November 15 of the School Year in which this Contract terminates, the School will either inform ACNW that it no longer desires to be authorized by ACNW after the conclusion of the contract period, or submit an application to ACNW, in the manner ACNW requests, which shall generally contain three parts: (1) School Performance. An analysis and evaluation of the School's fulfillment of its mission, statutory purposes and performance under this Contract, which shall include a comprehensive evaluation of each academic and environmental education contract goal for each year of the contract, as well as an evaluation of financial performance and operations performance, including compliance with reporting obligations; (2) Strategic Direction. A description of the school's strategic direction including a proposal for goals for the following contract period; and (3) Other Information. Any other information the School desires ACNW to consider. The School agrees to provide ACNW documentation supporting the School's evaluation if requested by ACNW.

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

- (b) 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, 2018, and shall remain in full force and effect for (3) academic years through the end of the 2020-2021 school year, and shall terminate on June 30, 2021, 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:

Pillager Area Charter School
Attn: Board Chair
PO Box 130
Pillager, MN 56473

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, 2018

AUDUBON CENTER OF THE NORTH WOODS

By: _____
David Greenberg
Its: Director of Charter School Authorizing

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

By: _____
Greg Zimmerman
Its: Board Chair

June 24, 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 Pillager Area Charter School (PACS) is approved according to requirements set forth in Minnesota Statutes, section 124D.10, Charter Schools.

We recognize that Northwood Children's Services (NCS) no longer desires to authorize charter schools and that PACS and NCS 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 PACS with the expectation that ACNW monitors the school's progress and accountability to address the areas for improvement identified in the request. MDE is also aware that PACS has not met AYP for consecutive years and has a "School Improvement Plan" filed with MDE. MDE expects ACNW to closely monitor and hold the school accountable for adherence to that plan.

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 "Criteria 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" 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 PACS. Please submit the new charter contract between ACNW and PACS 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: Russ Bjerke, Board Chair
Pillager Area Charter School

Mark Wolhart, Director
Pillager Area Charter School

Dick Wolleat, President
Northwood Children's Services

Exhibit B

**ARTICLES OF INCORPORATION
OF
PILLAGER AREA CHARTER SCHOOL**

These Articles of Incorporation are signed and acknowledged by the undersigned incorporator for the purpose of forming a nonprofit corporation under the Minnesota Nonprofit Corporations Act, Minnesota Statutes, Chapter 317A.

ARTICLE I

NAME

The name of the corporation is Pillager Area Charter School (the "Corporation").

**ARTICLE II
REGISTERED OFFICE**

The address of the registered office in the state of Minnesota is 3939 State Highway 210, Pillager, Minnesota 56473

**ARTICLE III
PURPOSES**

The purposes for which the Corporation is organized are: 1) to be operated in accordance with Minnesota law, including the provisions of Minnesota Statute 124D.10, to promote, support, advance and represent the interests of a fully accountable, financially, legally and educationally autonomous public charter school; 2) to receive and disburse funds or other property incident to or necessary for the accomplishment of its purposes and do any and all acts incidental to the transaction of its business or expedient for the attainment of the purposes stated herein; 3) and to carry out such purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter in effect (the "Code"), and which is other than a private foundation by reason of being described in Section 509(a)(1), (2) or (3) of the Code.

**ARTICLE IV
NO PECUNIARY GAIN; INUREMENT**

No part of the earnings may inure to the benefit of or be distributed to the Corporation's members, directors or officers. No financial gain shall ever accrue to a member, officer or director of the Corporation, nor to any person or organization in the conduct of the business of the Corporation, except that reasonable compensation may be paid for services actually rendered to or for the Corporation in carrying out its charitable purposes as permitted for federal law. Any receipts of the Corporation in excess of the ordinary expenses of the Corporation shall inure to the benefit of the Corporation and shall be applied by the directors to the expenses incurred by the Corporation in carrying out the purposes set forth herein.

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ARTICLE V POLITICAL ACTIVITY

No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE VI MEMBERS

The Corporation shall not have capital stock. The membership of the Corporation shall consist of one or more classes. The Board of Directors shall have the authority to establish one or more classes of membership and shall fix the voting power, rights and preferences of each class in the Bylaws of the Corporation.

ARTICLE VII DISSOLUTION

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all debts, obligations, liabilities, costs and expenses of the Corporation, dispose of all assets of the Corporation; provided, however, that in no case shall a liquidation, transfer or disposition be made which would not qualify as a charitable contribution under Section 170(c)(1) or (2) of the Code, and all assets shall be turned over and transferred to one or more organizations qualified as exempt pursuant to Section 501(c)(3) of the Code or to the State of Minnesota or any political subdivision thereof for exclusively public purposes.

ARTICLE VIII PERSONAL LIABILITY

Neither the members, nor the incorporator, directors, officers, employees, representatives or agents of the Corporation, past or present, shall be personally liable for the payment of any debts or obligations of this Corporation of any nature whatsoever, nor shall any of the property of the members or of any of the incorporator, directors, officers, employees, representatives or agents be subject to the payment of the debts or obligations of the Corporation to any extent.

ARTICLE IX INITIAL DIRECTOR

The initial sole member of the Board of Directors, who shall serve until a different Board of Directors is appointed in the manner provided for in the bylaws of the corporation, is:

Mark Wolhart
3939 State Highway 210
Pillager, Minnesota 56473

and such person shall serve as sole director of the corporation until such time as it is necessary for the Board of Directors to conform to the prerequisites of Minn. Stat. § 124D.10.

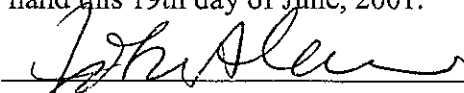
ARTICLE X

INCORPORATOR

The name and address of the incorporator is:

John A. Cairns
2400 IDS Center
Minneapolis, MN 55402

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of June, 2001.


John A. Cairns, Incorporator

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JUN 26 2001

RM


Secretary of State

BYLAWS

PILLAGER AREA CHARTER SCHOOL

**AMENDED AND RESTATED
BYLAWS OF
PILLAGER AREA CHARTER SCHOOL
“ The Corporation”**

ARTICLE I

PURPOSE

The purpose of the Pillager Area Charter School Corporation is to operate a public charter school. The Primary Purpose of the corporation is to improve all pupil learning and all student achievement. The corporation shall operate within accordance of Minnesota Charter School Law, MS124E.01

Mission and Vision

Vision: Our students will become success oriented, contributing citizens, who are stewards of the environment and lifelong learners.

Mission: PACS will educate by building relationships with students, families, and community, and provide opportunities to develop career readiness skills through experiential approaches to curriculum and instruction

ARTICLE II

ELIGIBLE VOTERS OF BOARD OF DIRECTORS

Section 1. Voters. Staff members employed at the Pillager Area Charter School Corporation, and all parents or legal guardians of children enrolled in the school, and community members of the corporation’s board of directors are eligible voters in the election of the members of the school’s Board of Directors. No one shall be denied membership because of race, sex, religion, age, national origin, color, creed, marital status, status with regard to public assistance, sexual orientation, or disability.

Voting eligibility expires upon the end of employment for staff members, the end of enrollment of children for parents and legal guardians, and the end of board service for community members.

Section 2. Annual Meeting. The annual meeting of Pillager Area Charter School Corporation shall be held at such time and location as determined by the Board of Directors; however, the annual meeting shall be held during the school year and not on a school holiday. Notification shall be by a posting on the Pillager Area Charter School website and a posting in the front entryway of the school premises. Notice of the meeting will contain the date, time and place of the meeting and will be posted at least thirty (30) days prior to the meeting date.

Section 3. Nomination Process. At least sixty (60) days prior to the annual meeting, the Board of Directors will solicit nominations for all of the director positions that will be filled at the next annual meeting. The Board of Directors shall submit a slate of nominees for all positions to be

filled, to the eligible voters at least thirty (30) days prior to the annual meeting. The election of directors to fill all open Board positions shall be held at the annual meeting, where each eligible voter is eligible to vote for a candidate to fill each open position

Section 4. Voting. Every eligible voter shall have one (1) vote. Eligible voters may vote in person at the annual meeting, by mail ballot, or electronic voting as outlined in board policy. Votes cast by mail or electronically must be received before the convening of the annual meeting. The affirmative vote of a majority of a quorum of voters shall constitute a duly authorized action of the membership.

ARTICLE III **BOARD OF DIRECTORS**

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors in accordance with the Articles of Incorporation, these Bylaws, and Minnesota Statutes which apply to Minnesota charter schools. The Board of Directors shall have the power and authority to take all actions and perform all functions that a charter school corporation may do or perform.

Section 2. Number, Tenure and Qualifications.

2.1 Composition. The Board of Directors shall consist of at least six (6) non-related members. At least 50% of board members shall be a licensed teacher employed by the school. At least two (2) Board members shall be a parent or legal guardian of a student currently enrolled at the school. At least one (1) Board member shall be a community member not employed by the school and who does not have a child enrolled at the school. Charter school employees shall not serve on the Board unless they are licensed teachers employed by the school in teaching positions.

The Chief Financial Officer, and chair of the administrative committee shall serve on the Board as *ex officio*, non-voting members. Contractors providing facilities, good, or services to the school shall not serve on the Board of Directors.

2.2 Board Structure. The board governance structure can be changed only: by 1] a majority vote of all licensed teachers employed by the school, and, 2] a majority vote of the existing board of directors (at no time can an eligible voter have two votes because of board membership) and, 3] the authorizer's approval.

2.3 Tie Vote In the event of a tie vote on any board action, the motion does not carry.

2.4 Term of Office. Each Director shall hold office for a two (2) year term or until a successor has been duly elected and qualified, or until the director dies, resigns, is removed or the term otherwise expires as provided by law or by the Bylaws of this Corporation.

2.5 Non- Related Parties and Conflict of Interest: The Board of Director membership shall not contain any related parties, as defined by the Minnesota Charter School Law. A person is prohibited from serving as a member of the Board of Directors if that person, an immediate family member or that person's partner is an owner, employee or agent of or a contractor with a for-profit or nonprofit entity or individual with whom the Corporation contracts, directly or indirectly, for professional services, goods or facilities. Teachers currently employed by Pillager Area Charter School are exempt.

Section 3. Board of Directors Meetings

3.1 Regular Meetings. The Board shall meet ten times per year at a regularly scheduled time and place. All meetings of the Board or committees shall be conducted in compliance with Minnesota Open Meeting Law, Section 13D of Minnesota Statutes. Dates will be published on the Pillager Area Charter School website and posted in the entryway of the school premises. Board meetings may be postponed with notice by email to members and by posting the notice of cancellation on the school website and in the front entryway of the school premises.

3.2 Special Meetings. Special meetings of the Board of Directors may be called at any time, for any purpose, by the Board Chair or upon the written request of one-third ($\frac{1}{3}$) members of the Board. Notice of every special meeting of the Board of Directors shall be in delivered in person, or by telephone, and, or electronic communication at least three (3) days before the day on which the meeting is to be held. The notice of the special meeting shall be posted in the front entry of the school and on the school's official website. Such notice shall contain the date, time, place and purpose of the meeting. Only subjects listed on the agenda will be discussed during the meeting.

3.3 Emergency Meetings: An emergency meeting is a special meeting called by the board due to circumstances that, in its judgment, require immediate board consideration and does not allow for the three (3) day minimum notification of a Special Meeting. Notice of an emergency meeting of the Board of Directors shall be in delivered in person, or by telephone, and, or electronic communication. The notice must include the subject of the meeting. Notice of the emergency meeting shall be posted on the school's official website, but will protect the privacy of a minor student, enrolled student's family, and staff performance evaluation..

If matters not directly related to the emergency are discussed or acted upon at an emergency meeting, the minutes of the meeting must include a specific description of them and reported at the next regular meeting of the board.

3.4 Closed Meetings: From time to time, it may be necessary or legally required that the board choose to close a meeting. The notice and operation of a closed board meeting must be according to MN State Statute 13D. Meetings may be closed by majority vote of members at previous open meeting of the board or in the official notice of the meeting. Meetings may be

closed only for purposes authorized by Minnesota statutes. Any decisions arrived at in the closed session must be reported at the next public meeting.

Section 4. Quorum: A meeting at which at least a majority (51% or more) of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is present when a duly called meeting is convened, and later enough directors withdraw from the meeting so that less than a quorum remains, the remainder of the meeting will be postponed or tabled until the next scheduled meeting.

If, however, a quorum shall not be present at the appointed time of the meeting, the directors present may wait for a reasonable time until a quorum is present, if after that time a quorum is not present the meeting is postponed.

Section 5. Voting: Each voting member of the Board of Directors shall have one (1) vote on all matters to be decided by resolution of the Board. The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the Board.

Section 6. Resignation and Removal. A director may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or the Secretary. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director may be removed at any time, with or without cause, by a majority of members eligible to elect the director. Failure to attend three (3) consecutive meetings or missing 5 or more meetings within one year shall constitute cause.

Section 7. Filling Vacancies. Vacancies on the Board of Directors caused by death, disqualification, resignation, disability, removal or such other cause shall be filled by appointment of a new director by the affirmative vote of a majority of the remaining directors, even if less than a quorum. A director filling a vacancy shall hold office until that particular seat is up for regular election.

Section 8. Compensation. Directors shall not receive compensation for their services as a Director, but nothing in these Bylaws shall prevent a licensed teacher from serving as a Board member and receiving compensation for his/her employment as a licensed teacher of the school. The directors may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services related to their board responsibilities, as the Board of Directors.

Section 9. Standing Committees

9.1 Executive Committee. The Executive Committee shall consist of the officers of the corporation. The Executive Committee shall be given a written charge of its responsibilities and authority in the management of the Board provided that such authority shall not operate to circumvent the responsibility and authority vested in the Board by these Bylaws.

9.2 Finance Committee. The Finance Committee shall be chaired by the Treasurer and is charged with the following; recommend an annual budget, develop a long-range financial plan, recommend financial and internal control policies, and review investments.

9.3 Board Governance (Operations) Committee. The Board Governance (Operations) Committee shall be appointed by the Board and is charged with the following: the ongoing recruiting of individuals for the board, overseeing the board election process, orienting new board members recommending board policies and procedures related to the operation of the board.

Section 10. Committees of the Board. The Board of Directors may, by resolution establish committees other committees. The Board shall give each committee a written charge that defines its purpose, membership, work product, accountability and duration. Committee members must be natural persons, but need not be members of the Board of Directors. Unless otherwise stated in the resolutions creating a committee, all committee actions must come before the full board for a vote.

10.1. Board Member Participation in Committee Meetings. The Board Chair shall be an ex-officio member of all committees, unless he or she serves as a member of such committee. Members of the Board of Directors, may attend any committee meeting as an ex-officio non-voting member. If the board member, is not an official member of the committee he/she may not participate in the discussions of the committee unless invited to do so by the Committee Chair or the decision of the committee.

10.2 Procedures for Conducting Meetings. The activities of all committees of this Corporation shall be conducted in such manner as will advance the best interest of the Corporation. The meetings of all board established committees shall be public meetings and shall comply with the provisions of Minnesota's Open Meeting Law, MN.Statutes13D.

Every committee shall keep regular minutes of their proceedings, and all actions of the committee shall be reported to the Board of Directors.

ARTICLE V

OFFICERS AND EMPLOYEES

Section 1. Number; Election. The officers of the Corporation shall be elected for one (1) year terms by the Board of Directors, and shall consist of a Board Chair, Treasurer, Secretary. The board may also elect other officers as needed.

Section 2. Board Chair. The Board Chair shall: Serve as chairman of the board of directors, and as such preside at meetings of the board of directors, ensure that the policies and resolutions of the board are put into effect, sign and deliver in the name of the board contracts or other instruments requiring the signature of the president or board chair, serve as the official spokesperson of the board and perform other duties prescribed by the board.

Section 3. Treasurer. The Treasurer shall serve as chair of the Finance Committee and ensure that the Corporation shall; ensure accurate financial records, ensure that all funds of the school are properly deposited and disbursements are appropriate and legal, ensure that audits and financial reports are accurate and submitted on time and perform other duties prescribed by the board or the president.

Section 4. Secretary. The Secretary shall serve as the official recorder of the proceedings of the board of directors that notices and minutes of the board of directors and board committees are accurate and legally posted, documents and records of the school and corporation are kept in accordance with law, maintain an annual list of the membership.

The Secretary shall serve as chair in the absence of the board chair, and perform other duties prescribed by the Board. The Board shall appoint or employ a recording secretary to take the minutes of the Board meetings who is not a member of the board.

Section 5. Vacancies. A vacancy in any office occurring by reason of death, disqualification, resignation or removal shall be filled for the unexpired portion of the term by appointment of the Board of Directors.

Section 6. Resignation. Any officer may resign at any time in writing to the Board Chair or the Secretary of the Corporation and shall take effect at the time specified therein or; if no time be specified, at the time of its receipt by the Board Chair or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

Section 7. Removal of Officer. Any officer may be removed at any time, with or without cause, by the vote of a majority of a quorum of the Board of Directors at any regular meeting or at a special meeting called for that purpose. Failure to attend three (3) consecutive meetings and/or miss 5 or more meetings within a fiscal year shall constitute cause.

Section 8. Management and Administrative Employees. The Corporation will operate as a teacher partnership model based on teacher ownership and shared decision-making. The teacher partnership will define administrative employees and duties as deemed necessary. Such employees shall have the duties and responsibilities and hold their positions for the time deemed by the Board of Directors.

ARTICLE VI

LIABILITY AND INDEMNIFICATION

Section 1. Liability. A director shall discharge the duties of the position of director in good faith, in a manner the director reasonably believes to be in the best interests of the corporation, and with the care an ordinary person in a like position would exercise under similar circumstances. A board member who performs their duties in a lawful manner is not liable by reason of being, or having been a director of the corporation.

A person serving without compensation in their role as a director or officer is not civilly liable for an act or omission by that person if the act or omission was in good faith, was within the scope of the person's responsibilities as a director or officer, and did not constitute willful or reckless misconduct.

Section 2. Indemnification. The corporation shall assume full liability for its activities and indemnify and hold harmless the authorizer and its officers, agents, and employees from any suit, claim, or liability arising from the operation of the charter school and the commissioner and department officers, agents, and employees. A charter school is not required to indemnify or hold harmless a state employee if the state would not be required to indemnify and hold the employee harmless und section 3.736, subdivision 9.

Section 3. Insurance. The corporation shall maintain liability insurance in at least the amount as required by MN Statutes for a public charter school.

ARTICLE VII **FINANCIAL MATTERS**

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and any such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or these Bylaws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or to render it liable financially for any purpose or to any amount.

Section 2. Loans. The Corporation may not lend money to, guarantee or pledge it assets as security for any obligation of any person or organization.

Section 3. Authorized Signatures. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board of Directors or these Bylaws.

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

Section 5. Documents Kept at Registered Office. The Board of Directors shall cause to be kept at the registered office of this Corporation originals or copies of:

5.1 Records of all proceedings of the Board of Directors and all committees;

5.2 Records of all votes and actions of the members;

5.3 All financial statements of this Corporation; and

5.4 Articles of Incorporation and Bylaws of this Corporation and all amendments and restatements thereof, and

5.5 All documents and records required by Minnesota Statute for public schools.

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

ARTICLE VIII

CORPORATE DISSOLUTION

Section 1. Right to Cease Operations. The Board of Directors may resolve that the Corporation cease operations by two-thirds ($\frac{2}{3}$) of a quorum vote and voluntarily dissolve the Corporation. The Corporation shall be dissolved if the school loses its charter. A resolution to dissolve shall set forth the proposed dissolution and direct designated officers to perform all acts necessary to effect the dissolution of the Corporation. If such cessation and distribution is called for, the Board of Directors shall file a Notice of Intent to Dissolve with the Secretary of State of Minnesota, and commence the closing processes and procedures consistent with all appropriate Minnesota Statutes and its charter contract with the authorizer.

Section 2. Distribution of Assets. When the Board of Directors has voted to dissolve the Corporation regular business activities and operations shall cease as soon as practicable. Upon closure of the corporation and satisfaction of creditors, all cash and investment balances shall be returned to the State of Minnesota.

ARTICLE IX

AMENDMENTS

Subject to the right of the voting members to adopt, amend, or repeal these by-laws as set forth in Minnesota statutes, Section 317.181, Subd.2(b), the power to adopt, amend, or repeal these Bylaws is vested with the Board of Directors of the corporation. These by-laws may be amended by a majority vote of the Board.

Adopted: _____

_____ Board of Directors

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

School Name: Pillager Area Charter School

Vision: Our students will become success oriented, contributing citizens, who are stewards of the environment and lifelong learners.

Mission: PACS will educate by building relationships with students, families, community and provide opportunities to develop career readiness skills through experiential approaches to curriculum and instruction.

PACS EE mission:

PACS uses environmental education practices to teach students and the community in the knowledge, skills, and attitudes necessary for a healthy, sustainable future.

Program Description:

PACS Educational Approach / Guiding Principles

Experiential Learning – PACS believes we learn by doing and is focused on providing an educational setting where natural learning through inquiry and burning questions drive the student's natural intrinsic desire to learn and answer those questions. This will help the student become a lifelong learner competent in many areas of learning.

Environmental Focus – PACS uses environmental education practices to teach students and the community in the knowledge, skills, and attitudes necessary for a healthy, sustainable future.

Through hands-on, active learning opportunities, students are challenged to strive towards environmental literacy so that they can make informed decisions about how their choices are affecting the environment and those around them. By becoming informed about the interaction between natural and social systems, students can understand the importance of being good stewards of the environment and seek a more sustainable lifestyle.

Relationships – PACS believes that relationships are important to student success and that ALL students are important and valued and we will not give up on anyone. Relationship building among students, teachers, families, friends, and community members are all important to overall student success. Time is built into the curriculum and PACS calendar to purposefully strengthen these relationships. Therefore, we have high expectations of trust, decency, fairness, tolerance and care of people, places, and our planet. Each person is expected to evaluate how their actions affect the world around them.

These practices are supported by the following research:

A. Experiential Learning

- “Compartmentalized learning doesn’t reflect the real world, while as the experiential classroom works to create an interdisciplinary learning experience that mimics real world learning” (Wurdinger, 2005, p. 24).
- “Outcomes of the learning process are varied and often unpredictable” and “learners play a critical role in assessing their own learning” “How one student chooses to solve a problem

will be different from another student, and what one student takes away from an experience will be different from the others.” (Wurdinger, 2005, p. 69).

- “In its simplest form, experiential learning means learning from experience or learning by doing. Experiential education first immerses learners in an experience and then encourages reflection about the experience to develop new skills, new attitudes, or new ways of thinking.” (Lewis and Williams, 1994, p.5)
- “A problem or question must be intertwined with activities, projects, and field-based experiences. This will help ensure that a combination of thinking and doing occurs in the learning process” (Wurdinger, 2005, p. 13).

B. Environmental Education

- Students demonstrate improved achievement when receiving school instruction that uses the environment as an integrating context for learning.
- Studies have shown that students scored as well or better on standardized measures in reading, math and language. This approach also has been shown to foster cooperative learning and civic responsibility (Seer, 2005)
- People that participate in nature-based outdoor activities as children are more likely to have attitudes favorable toward the environment and engage in behaviors that are protective of the environment (Wells and Lekies, 2006)
- Additionally, experience out-of-doors builds creativity, physical competence, social skills, environmental knowledge, confidence and problem-solving (Chawla, 2006)

C. Relationships

- Thompson (1998) “The most powerful weapon available to secondary teachers who want to foster a favorable learning climate is a positive relationship with our students” (p. 6).
- Kohn (1996) “Children are more likely to be respectful when important adults in their lives respect them. They are more likely to care about others if they know they are cared about” (p. 111).
- Marzano (2003) “students will resist rules and procedures along with the consequent disciplinary actions if the foundation of a good relationship is lacking.”
- Boynton (2005) “Strategies to develop positive teacher-student relations should be the largest portion of your discipline plan.”

We believe that this approach will help us match our mission with the Audubon Center of the North Woods.

Curriculum Delivery Methods:

Content Delivery/Project Explanation

Pillager Area Charter School runs traditional core classes in the morning. Students have the freedom to choose their schedule but are expected to attend mathematics, language arts, social studies, and science classes in their class rotation. Within core classes, students work to build the essential content knowledge and skills necessary to apply their learning in real world situations and projects. Each content area teacher uses the material presented in their morning core classes to guide students through completion of projects related to the session theme. Students are learning the core information and skills they will need in the morning, and then applying the curriculum and skills in their afternoon project work. Students are expected to stick with these projects throughout the length of the session. Opportunities for character development, team building, physical education, and art classes are also provided in the afternoon schedule.

Theme Explanation/Session Explanation

Students work on projects which are extension projects tied to their learning in core classes and/or extensions of the overall theme.

Field Experience Explanation

Each session is 5-6 weeks in duration and culminates with an extended field study related to the session theme. Coursework, projects, and field studies are all tied to Minnesota state standards.

Conclusion

Through these themes studies and with a combination of core classes and project time with teacher guided projects, we fulfill our mission of career exploration, environmental learning and stewardship, as well as working with students to become responsible citizens. Student projects are designed and studied to see where they meet standards.

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: Pillager Area Charter School

Program Description:

Summer programs will be available to students. By making this program available to all and by implementing yearlong opportunities, we will significantly increase the opportunities available to our over-aged, under-credited students and high school youth in Pillager and surrounding areas. One or two teachers staff the summer program, depending on need. Teachers provide instruction and support for students retaking state tests or working on recovering credit.

School-to-Work and service learning are also components of the summer program.

Staff is funded by the general fund to provide this service for at risk students.

Experiential learning opportunities often provide overnight and weekend learning opportunities for students. These extended field studies offer additional credit earning possibilities. We keep costs to families down as much as possible. These trips are covered mainly through the Small Rural School Achievement grant that we apply for annually.

Exhibit F: Statutory Purposes

The primary purpose of Pillager Area Charter School is to improve all pupil learning and all student achievement. The school will report its implementation of this primary purpose annually in its Annual Report.

To improve all pupil learning and all student achievement Pillager Area Charter School students are assessed for learning and growth through multiple academic measures, career and college readiness tools, and on social emotional skills and strength assessments. Students have their formal testing through the state of Minnesota and also are tested three times yearly on the NWEA assessment. Students also attempt at least one post-secondary readiness assessment prior to graduation. These include the ACT, ASVAB, and/or Accuplacer.

Personal skills, life skills, and assets are measured through the Search Institute's Asset Inventory. We also use the kaleidoscope profile to discover the students' learning and work styles as well as numerous learning style inventories to help provide the best possible learning experience for the student. Students are also expected to complete their Top 20 Teens Curriculum. This is a series of lessons teaching students strategies for becoming a positive difference-maker within their school, job, and relationships.

Career readiness is assessed through a Life Plan project that students are expected to complete prior to graduation. Field study exit tickets are also used to assess career exploration skills as some of the questions require students to express their takeaways of jobs they saw people doing.

Students are assessed in class by the classroom teachers and results are shared as a staff with the intent to improve and find out how to best address that student's learning goals. Formative and summative evaluations are given by classroom teachers. In a very small school we are able to address the needs of students on an individual level with close involvement across subject areas.

With the variety of assessments done at PACS, it is important to make time to provide valuable feedback to students and families. Each session ends with a check in day where students meet one on one with their advisors to discuss their progress towards academic, career-readiness, and social-emotional goals.

The additional purposes of Pillager Area Charter School are to:

- Increase learning opportunities for all pupils; and
- Encourage the use of different and innovative teaching methods.

The school will report its implementation of these additional purposes annually in its Annual Report.

We choose the following practices to educate at Pillager Area Charter School:

Increase learning opportunities for all pupils. While elements of the PACS program may be present in other schools, there is no other district or charter in our area that is centered on experiential education. Summer programs will be available to students also. By making this program available to all and by implementing yearlong opportunities, we will significantly increase the opportunities available to high school youth, particularly overaged and under-credited students in Pillager and surrounding areas.

Many opportunities come in the form of activities and adventures to keep kids interested in learning and keep them in school. Students have numerous opportunities not available to other students in the Central Lakes Area. The opportunities are due to the flexibility of programming, size of program, and willingness of staff to participate in creative field studies. It takes committed staff to spend long periods of time away from family and up all night with teenagers.

Encourage the use of different and innovative teaching methods. Teachers are elevated in their role to be “facilitators of learning,” and assisted by trained paraprofessionals, technology specialists, clerks, students, and volunteers. Teachers are hired with or taught skills they need to guide students through expeditions or “learning adventures.” Teachers agree to assume four fundamental roles: facilitating powerful learning experiences, advising students, participating in continuous professional growth, and working to promote school improvement. PACS staff continues to grow in this area.

Because of the increased emphasis on “one point in time” assessments that are used to determine a school’s “success,” PACS has moved backwards on the “innovative” path only to address test taking skills in place of the natural learning process. The challenge now as optimistic educators is to learn to be successful at using innovation to improve assessment outcomes. Staff engaged in teacher directed project based learning in the summer of 2014 to re-energize and learn from experts from High Tech High School. These practices are still being implemented on a regular basis at PACS.

We are encouraged by recent legislation to support career education and real life skills. Jobs and occupational skills are more important than college tracking for a majority of our students and most students elsewhere also. We hope the ESSA plan stays true to this belief as well.

Pillager Area Charter School Exhibit G: Academic and Academic-Related Goals Contract Period July 1, 2018 through June 30, 2021

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	12
2: English Language Learners	N/A
3: Reading Growth	12
4: Math Growth	12
5: Reading Proficiency	6
6: Math Proficiency	6
7: Science Proficiency (and Growth)	18
8: Other Proficiency or Growth	N/A
9: Post-Secondary Readiness	26
10: Attendance	8
Overall	100

Indicator 1: Mission Related Outcomes

12 Points

School Goal: <i>Over the period of the contract, students at Pillager Area Charter School (PACS) will demonstrate stronger building blocks of healthy development.</i>			
Performance Ratings	Measure 1.1 – 6 Points: From FY18 to FY20, the average percentage of students who indicate “very or often” or “extremely or almost always” on questions 25, 30, 36, 49 and 50* of the Search Institute Developmental Asset Survey will be 70%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 80%.		
Meets Target (x1.0)	The aggregate percentage is at least 70%.		
Approaches Target (x0.5)	The aggregate percentage is at least 60%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 1.2 – 6 Points: From 2018 to 2020, the aggregate percentage of continuing, non-graduating students who are enrolled in the spring, re-enroll in the subsequent academic year, and remain enrolled through at least October of that year will be at least 75%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 90%.		

Meets Target (x1.0)	The aggregate percentage is at least 75%.		
Approaches Target (x0.5)	The aggregate percentage is at least 65%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

* Questions are as follows. Responses will be averaged across the five questions and the years.

25 – I feel safe at school

30 – I am helping make my school, neighborhood, or city a better place

36 – I am given useful roles and responsibilities

49 – I have a school that cares about kids and encourages them

50 – I have teachers who urge me to develop and achieve

Indicator 2: English Language Learners

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

Indicator 3: Reading Growth

12 Points

School Goal: Over the period of the contract, students at PACS will demonstrate growth in reading as measured by nationally normed assessments.			
Performance Ratings	Measure 3.1 [CCR] – 12 Points: From FY18 to FY20, the school will earn at least 75.0% of possible growth index points* on the NWEA MAP-Reading.	Result:	
Exceeds Target (x1.5)	The school earns at least 90.0% of possible growth index points.		
Meets Target (x1.0)	The school earns at least 75.0% of possible growth index points.		
Approaches Target (x0.5)	The school earns at least 60.0% of possible growth index points.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

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

Indicator 4: Math Growth

12 Points

School Goal: <i>Over the period of the contract, students at PACS will demonstrate growth in math as measured by nationally normed assessments.</i>			
Performance Ratings	Measure 4.1 [CCR] – 12 Points : From FY18 to FY20, the school will earn at least 75.0% of possible growth index points* on the NWEA MAP-Math.	Result:	
Exceeds Target (x1.5)	The school earns at least 90.0% of possible growth index points.		
Meets Target (x1.0)	The school earns at least 75.0% of possible growth index points.		
Approaches Target (x0.5)	The school earns at least 60.0% of possible growth index points.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

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

Indicator 5: Reading Proficiency

5 Points

School Goal: <i>Over the period of the contract, students at PACS will demonstrate proficiency in reading as measured by state accountability tests.</i>			
Performance Ratings	Measure 5.1 [CCR] – 5 Points : From FY18 to FY20, the school's aggregate proficiency index score will be equal to or greater than that of the state for the same grades (grade 10) OR it will increase by at least 10.0 points from the baseline proficiency index score (baseline score – 19.2 – based on FY15-17 performance).	Result:	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 15.0 points above the state's score OR it is at least 20.0 points above the baseline score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score OR it is at least 10.0 points above the baseline score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score OR it is at least 5.0 points above the baseline score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 6: Math Proficiency

6 Points

School Goal: Over the period of the contract, students at PACS will demonstrate proficiency in math as measured by state accountability tests.			
Performance Ratings	Measure 6.1 [CCR] – 6 Points: From FY18 to FY20, the school's aggregate proficiency index score will be equal to or greater than that of the state for the same grades (grade 11) OR it will increase by at least 10.0 points from the baseline proficiency index score (baseline score – 18.8 – based on FY13-14 performance).	Result:	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 20.0 points above the state's score OR it is at least 20.0 points above the baseline score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score OR it is at least 10.0 points above the baseline score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score OR it is at least 5.0 points above the baseline score.		
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)

18 Points

School Goal: Over the period of the contract, students at PACS 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] – 6 Points: From FY18 to FY20, the school's aggregate proficiency index score will be equal to or greater than that of the state for the same grades (High School) OR it will increase by at least 10.0 points from the baseline proficiency index score (baseline score – 25.0 – based on FY15-17 performance).	Result:	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 20.0 points above the state's score OR it is at least 16.0 points above the baseline score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score OR it is at least 8.0 points above the baseline score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score OR it is at least 4.0 points above the baseline score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 7.2 [CCR] – 12 Points : From FY18 to FY20, the school will earn at least 75.0% of possible growth index points* on the NWEA MAP-Science.	Result:	
Exceeds Target (x1.5)	The school earns at least 90.0% of possible growth index points.		
Meets Target (x1.0)	The school earns at least 75.0% of possible growth index points.		
Approaches Target (x0.5)	The school earns at least 60.0% of possible growth index points.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

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

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

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

Indicator 9: Post-Secondary Readiness

26 Points

School Goal: <i>Over the period of the contract, students at PACS will demonstrate readiness for post-secondary success.</i>			
Performance Ratings	Measure 9.1 [GRAD] – 8 Points : From FY18 to FY20, the aggregate 4-year, 5-year, 6-year or 7-year graduation rate will be at least 67%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 80%.		
Meets Target (x1.0)	The aggregate percentage is at least 67%.		
Approaches Target (x0.5)	The aggregate percentage is at least 55%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.2 [CCR] – 8 Points : From FY18 to FY20, the school will earn at least 75.0% of possible credit index points.*	Result:	
Exceeds Target (x1.5)	The school earns at least 90.0% of possible credit index points.		
Meets Target (x1.0)	The school earns at least 75.0% of possible credit index points.		
Approaches Target (x0.5)	The school earns at least 60.0% of possible credit index points.		
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: In FY18-FY20, the percentage of graduating students that complete their Life Plan Project with an assignment completion average of 2.0 or better based on project rubrics prior to graduation will be at least 80.0%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 90.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 80.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 70.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.4 – 3 Points: From FY18 to FY20, the aggregate percentage of graduating students who complete their Top 20 social emotional student training plan with an assignment completion average of 2.0 or above will be 70%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 80%.		
Meets Target (x1.0)	The aggregate percentage is at least 70%.		
Approaches Target (x0.5)	The aggregate percentage is at least 60%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.5 [CCR] – 4 Points: From FY18 to FY22, the aggregate percentage of graduating students who earn a score of college or career ready or needing no more than one semester of remediation on one of three assessments (ACT, Accuplacer, and ASVAB) will be at least 50%.**	Result:	
Exceeds Target (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.		

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

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

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

ACT: Composite Score of 18.

ASVAB minimum score of 31.

Indicator 10: Attendance

8 Points

School Goal: <i>Over the period of the contract, students at PACS will attend the school at high rates.</i>			
Performance Ratings	Measure 10.1 – 4 Points: From FY18 to FY20, the average of the school’s annual attendance rates will be at least 80.0%.	Result:	
Exceeds Target (x1.5)	The average of the school’s annual attendance rates is at least 90.0%.		
Meets Target (x1.0)	The average of the school’s annual attendance rates is at least 80.0%.		
Approaches Target (x0.5)	The average of the school’s annual attendance rates is at least 70.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 10.2 – 4 Points: From FY18 to FY20, on average, 75% of students will have an attendance rate of at least 90%.	Result:	
Exceeds Target (x1.5)	On average, 85% of students have an attendance rate of at least 90%.		
Meets Target (x1.0)	On average, 75% of students have an attendance rate of at least 90%.		
Approaches Target (x0.5)	On average, 65% of students have an attendance rate of at least 90%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

EE Performance Indicator 1: Awareness

1. Students at Pillager Area Charter School have the awareness, or are increasing their awareness, of the relationship between the environment and human life.

EE Performance Indicator 2: Knowledge

2. Students at Pillager Area Charter School have the knowledge, or are increasing their knowledge, of human and natural systems and processes.

EE Performance Indicator 3: Attitudes

3. Students at Pillager Area Charter School have an attitude, or are increasing their attitude of, appreciation and concern for the environment.

EE Performance Indicator 4: Skills

4. Students at Pillager Area Charter School have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life.

EE Performance Indicator 5: Action

5. Students at Pillager Area Charter School demonstrate the capacity, or are increasing their capacity, to work individually and collectively toward sustaining a healthy natural environment.

The school will develop and update annually an Environmental Literacy Plan (ELP) that will address how the school will implement its environmental education (EE) program and measure progress toward its contractual goals. The ELP will be submitted to ACNW annually no later than September 1 for the current school year and is subject to approval by ACNW. If the ELP does not satisfactorily meet ACNW's expectations for environmental education as determined by ACNW, the ELP will need to be revised until such expectations are met.

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

Pillager Area Charter School Lottery Procedure Policy

Revised 6/4/2018

The purpose of this policy is to ensure the practice of a fair and equitable enrollment lottery procedure at Pillager Area Charter School that follows all Minnesota state guidelines in the case that enrollment exceeds capacity.

Lottery

When the number of applications exceeds the number of openings, we will conduct a lottery to determine those pupils who will be admitted or put on the waiting list. We will follow the steps outlined below to ensure this procedure is equitable to all applicants

Considerations

1. Once a pupil is enrolled, there will be no additional requirements for re-enrollment from year to year.
2. Pillager Area Charter School shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents.
- ~~3. Prospective students who have a sibling that will graduate prior to the following school year will not receive preferential treatment as their sibling will not be enrolled during the next academic year.~~
4. Twins will be treated as one application. They will be assigned the same number in the lottery process. If their number is drawn, the total number of students accepted will be raised.
5. Prospective pupils who are children or foster children of Pillager Area Charter School staff will receive preference for enrollment before accepting other pupils by lot.
6. Once a student is enrolled in the school, the student is considered enrolled until the student formally withdraws or is expelled under the Pupil Fair Dismissal Act. Not attending and/or contacting the school for a period of 15 consecutive days is considered formally withdrawing from the school.

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

Signature

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: <ul style="list-style-type: none"> * date of the last day of regular instruction; * cancellation of any planned summer school; * notice to parents that enrollment of children in their district of residence or other school is mandatory under state law for children that are six years of age or older; * 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;
- * 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

<p>/ restructuring status.</p> <p>* Charities with property on the premises of the School should be notified to remove same as soon as possible or after charter revocation, whichever is appropriate.</p>		
<p>Other:</p>		
<p>Notification of Contractors and Termination of Contracts</p>		
<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> <p>* 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.</p> <p>* Provide ACNW with a copy of such notice.</p> <p>* Retain records of past contracts with proof that they were fully paid (<i>see</i> Records Retention, below) to prevent spurious claims.</p> <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or closure of the School.</p> <p>* 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..</p>		
<p>Other:</p>		
<p>Notification of Employees and Benefit Providers</p>		
<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>		
<p>Other:</p>		

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 unsuccessful, the School may turn the debt over to commercial debt		

collection agencies. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.		
Other:		
School Wind-Up Plan and Action		
<p>The School Corporation shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of directors. Priority should be given to continuing the School's educational program through the end of the school year and retaining funds to complete the wind-up process.</p> <p>The initial plan should be adopted within 20 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. (See Liquidation of Assets, below.) * Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and (if the School Corporation does not submit or the board of directors do not approve a renewal application), for dissolution. * Cancellation of corporate credit cards and lines of credit. * Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the School Corporation, and employment, contract and School Board status of those authorized to sign for the School. * Status reports on the implementation of the School Wind-Up Plan to be submitted to ACNW through Interim Statements and a Final Statement (below). 		
Other:		
Protection of Assets; Insurance		
<p>The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <ul style="list-style-type: none"> * Existing insurance coverage should be maintained on the assets until the disposal of such assets in accordance with the Wind-Up Plan. * Continue existing insurance for School Facility, vehicles and other assets until <ol style="list-style-type: none"> 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets 		

are sold, respectively. * Negotiate School Facility insurance with entities that may take possession of School Facility – lenders, mortgagors; bond holders, etc., if possible. * Appropriate security services should be obtained or maintained. * Action may include moving assets to secure storage after closure or loss of the School Facility.		
Other:		
Inventory		
No later than 30 days prior to charter revocation, all of the School's assets must be inventoried with item numbers and quantities and/or its inventory updated. * All assets of the School, not just ones over a certain dollar value, must be inventoried. * Provide ACNW with a copy of the inventory. * Identify assets purchased with Federal CSP Grant funds. * Identify assets belonging to other entities (school district, county, municipality, teachers, health department, foundations, vendors, PTA, etc.), including those borrowed or loaned. * Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. * Return assets not belonging to School and document same.		
Other:		
Liquidation of Assets		
Assets must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest (above), the secured party should be contacted. <i>(See Federal CSP Grant information above.)</i> Pursuant to MN Statute 317A.735, no asset may be given away, except as authorized by law. In cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction, it may be permissible to give away or discard such assets. However, this should be cleared from the largest or sole creditor(s) in advance. School Board members and their relatives as well as employees and students of the School should not purchase any asset unless the purchase is disclosed to the School Board and the disclosure is made a matter of record in the School Board's minutes and approved by a majority of the non-interested members of the School Board.		
Other:		
E&O Insurance		
Maintain existing directors and officers liability (E&O) insurance, if any, until final dissolution of the School Corporation. If no such E&O insurance exists, disclose this fact to the board of directors.		
Other:		
Interim Statements		
No later than 10 days after charter revocation, prepare, and submit to ACNW, an interim statement in a form satisfactory to ACNW, of the		

<p>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 * filing of any required expenditure reports or receipts and any 		

<p>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 estimate of their value; and 		

<p>* 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

Pillager Area Charter School

Renewal Evaluation Report

Issued February 6, 2018

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Report Introduction

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

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

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

The complete Reauthorization Evaluation framework and information about the ACNW reauthorization process can be found at www.auduboncharterschools.org/what-we-do/.

Recommendation

The ACNW Charter School Division (CSD) recommends that the Audubon Center of the North Woods Board of Directors renew the charter contract of Pillager Area Charter School 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 Reauthorization, with a total enrollment of up to 55 students.

During the current contract period, academic performance has been mixed. The school achieved 44% of points on the academic performance evaluation, which makes the school a candidate for non-renewal. Nonetheless, the school met targets in the area of reading growth and science growth, both of which help position student to be successful in other academic areas. The school has demonstrated reasonably strong performance in the area of environmental education, meeting standards in two areas and approaching standards in five, and the school's structures for data gathering and student evaluation have improved greatly in this area. The school's financial health is strong, and the board should consider how to strategically invest its resources to improve outcomes for all students. The school meets standard on most operational performance indicators, though improvements in the area of governance and service to special education students is warranted.

Notwithstanding the school's status as a candidate for non-renewal based on academic performance, this positive renewal recommendation is based in great part on improvements in the academic areas of reading and science, improvements to the instructional program at the school, the school's relative strength in the area of environmental education, and the school's strong mission focus. As such, a limited renewal term with specific requirements and benchmarks related to areas for improvement is warranted. A new contract between ACNW and Pillager Area Charter School must include clear contractual goals focused on improving student academic outcomes and ongoing improvements in the educational program and governance. This would be the school's second consecutive probationary contract, as such a subsequent renewal will require that the school meet academic expectations as outlined in both Exhibit G and Exhibit P of a new contract.

Pillager Area Charter School

School Overview

Mission: Pillager Area Charter School will educate by building relationships with students, families, community and Mother Nature. Students will become stewards of the environment as responsible, actively involved citizens.

Description: Pillager Area Charter School, PACS, believes we learn by doing and is focused on providing an educational setting where natural learning through inquiry and burning questions drive the student's natural intrinsic desire to learn and answer those questions. This will help the student become a lifelong learner competent in many areas of learning. Through hands-on, active learning opportunities, students will be challenged to strive towards environmental literacy so that they can make informed decisions about how their choices are affecting the environment and those around them. By becoming informed about the interaction between natural and social systems, students can understand the importance of being good stewards of the environment and seek a more sustainable lifestyle. PACS believes that relationships are more important to student success and that ALL students are important and valued and the school will not give up on anyone. Relationships are everywhere in the form of interaction and all interrelationships go back to Mother Nature. Therefore, the school has high expectations of trust, decency, fairness, tolerance and care of people, places and our planet. Each person is expected to evaluate how their actions affect the world around them.

Year school opened: 2001

Year began with ACNW: 2011

Current contract period: July 1, 2015 – June 30, 2018

School location: Pillager

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

Grade levels served: 9- 12

Number of students: 45
(SY2017-2018 data)

Student demographics: White – 79% | Hispanic/Latino – 9% | 2 or more races 13%
(SY2017-2018 data) Special Education – 31% | FRP – 75%

Performance Evaluation Summaries

Academic	
Indicator 1: Mission Related Outcomes	Approaches
Indicator 2: English Language Learners	Not Applicable
Indicator 3: Reading Growth	Meets
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)	Meets
Indicator 8: Other Proficiency or Growth	Not Applicable
Indicator 9: Post Secondary Readiness	Does Not Meet
Indicator 10: Federal and State Accountability	Not Applicable
Indicator 11: Attendance	Approaches
Overall Performance	Candidate for Non-Renewal

Environmental Education	
Indicator 1: Curriculum and School Culture	Approaches
Indicator 2: Exposure to Natural Environments	Approaches
Indicator 3: Promote Environmental Stewardship	Approaches
Indicator 4: Mission or Community Related EE Goals	Approaches
Indicator 5: Financial and Operational Commitment	Meets
Indicator 6: Science Proficiency	Meets
Indicator 7: Environmental Literacy	Approaches

Financial	
Indicator 1: Financial Management	
1.1: Budgeting	Meets
1.2: Financial Policies and Practices	Does Not Meet
1.3: Financial Reporting	Meets
1.4: Financial Audit	Does Not Meet
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	Does Not Meet
3.3: Debt to Asset Ratio	Meets

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

Pillager Area Charter School Academic Performance Evaluation Contract Period July 1, 2015 through June 30, 2018

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, refer to Exhibit G of the charter contract. All performance ratings presented in this evaluation are based upon currently available data. For a summary of the school's academic performance in relation to World's Best Workforce goal areas, see Appendix A. For comprehensive data by each performance measure, see Appendix B.

Summary of Academic Performance on Contractual Goals

Indicator	Points Earned	Points Possible	Percent Earned
1: Mission Related	2.5	5	50%
2: English Language Learners	N/A	N/A	N/A
3: Reading Growth	10	10	100.0%
4: Math Growth	5	10	50.0%
5: Reading Proficiency	0	5	0.0%
6: Math Proficiency	0	5	0.0%
7: Science Proficiency & Growth	15	15	100.0%
8: Other Proficiency	N/A	N/A	N/A
9: Post Secondary Readiness	3.5	35.5	10.9%
10: Federal and State Accountability	N/A	N/A	N/A
11: Attendance	3	6	50%
Overall	40	91.5	43.7%

Summary Analysis:

Over the term of the contract, the school demonstrated mixed performance on contractual measures. Performance has been strongest on the indicators of Reading Growth and Science Proficiency & Growth; the school earned over 75% of NWEA growth index points in reading and over 95% in science. Performance on state accountability tests remained low, though this data represents fewer than 15 students in each area (math, reading and science) over the three year term. While reading performance increased, performance in science was flat and performance in math went down. Performance on the indicator of Post Secondary Readiness did not meet the target overall. Low percentages of students have demonstrated readiness as measured by standardized tests, and credit attainment has not met targets. The school's attendance rate is low at just above 70%, though the re-enrollment or retention rate has been increasing. Results for some measures are too small to report at this time. Overall, the small size of the school continues to impact the quality and quantity of the data, though the school has been improving in its ability to gather and track data meaningfully.

Overall, the school has met less than half of the contractual outcomes to date, and as outlined in Exhibit P of the charter contract, the school is on track to be considered a candidate for non-renewal.

Indicator 1: Mission Related

5 Points

School Goal: <i>Over the period of the contract, students at Pillager Area Charter School (PACS) will demonstrate stronger building blocks of healthy development.</i>			
Performance Ratings	Measure 1.1 – 0 Points : From FY16 to FY17, the aggregate percent decrease of the number of students who score in the challenged or vulnerable range on the Search Institute School Assets subscale from fall to spring of the same year will be at least 30.0%. (This measure may need to be revised pending additional information on the types of reports available. This will be determined by September 2015.)	Result:	
Exceeds Target (x1.5)	The aggregate percent decrease is at least 40.0%.		
Meets Target (x1.0)	The aggregate percent decrease is at least 30.0%.		
Approaches Target (x0.5)	The aggregate percent decrease is at least 20.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 1.2 – 5 Points : From 2015 to 2017, the aggregate percentage of continuing, non-graduating students who are enrolled in the spring, re-enroll in the subsequent academic year, and remain enrolled through at least October of that year will be at least 75.0%.	Result: 73.6%	
Exceeds Target (x1.5)	The aggregate percentage is at least 90.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 75.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 65.0%.	X	2.5 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 1: Mission Related Summary Performance			2.5/5 Points (50.0%)

Summary Analysis:

The Search Institute School Assets assessment tool used for Measure 1.1 was a new measure to be used as a part of accountability for this school. Based on a lack of clarity around the data and concerns about using this type of measure for high stakes evaluation, ACNW and PACS have determined that Measure 1.1 would not be included as part of this academic evaluation.

In terms of student retention, the school reports an increase from 65% in FY16 to 87% in FY18 and an aggregate of 73.6% during the contract term

Indicator 3: Reading Growth

10 Points

School Goal: <i>Over the period of the contract, students at PACS will demonstrate growth in reading as measured by nationally normed assessments.</i>			
Performance Ratings	Measure 3.1 [CCR] – 10 Points : From FY16 to FY18, the school will earn at least 75.0% of possible growth index points on the NWEA MAP-Reading.	Result: 78.6%	
Exceeds Target (x1.5)	The school earns at least 90.0% of possible growth index points.		
Meets Target (x1.0)	The school earns at least 75.0% of possible growth index points.	X	10 Points
Approaches Target (x0.5)	The school earns at least 60.0% of possible growth index points.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 3: Reading Growth Summary Performance			10 / 10 Points (100.0%)

Summary Analysis:

The school demonstrated strong performance in the area of Reading Growth. The school provided data showing that it earned 15.25 of 19 growth index points in FY16 and 23.25 of 30 in FY17. The school reported that 11 of 24 students who were one or more grade levels behind grew by at least 1.5 grade levels during FY16 and FY17, which is noteworthy.

Indicator 4: Math Growth

10 Points

School Goal: <i>Over the period of the contract, students at PACS will demonstrate growth in math as measured by nationally normed assessments.</i>			
Performance Ratings	Measure 4.1 [CCR] – 10 Points: From FY16 to FY18, the school will earn at least 75.0% of possible growth index points on the NWEA MAP-Math.	Result: 72.2%	
Exceeds Target (x1.5)	The school earns at least 90.0% of possible growth index points.		
Meets Target (x1.0)	The school earns at least 75.0% of possible growth index points.		
Approaches Target (x0.5)	The school earns at least 60.0% of possible growth index points.	X	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			5 / 10 Points (50.0%)

Summary Analysis:

The school demonstrated moderate performance in the area of Math Growth, slightly below the target. The school provided data showing that it earned 17.25 of 25 growth index points in FY16 and 21.75 of 30 in FY17. The school reported that 12 of 27 students who were one or more grade levels behind grew by at least 1.5 grade levels during this period which is also noteworthy.

Indicator 5: Reading Proficiency

5 Points

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

Performance Ratings	Measure 5.1 [CCR] – 5 Points : From FY15 to FY17, the school's aggregate proficiency index score will be equal to or greater than that of the state for the same grades (grade 10) OR it will increase by at least 15.0 points from the baseline proficiency index score (baseline score – 10.5).	Result: 19.2 (aggregate) - 10.5 (baseline) = 8.7	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 15.0 points above the state's score OR it is at least 30.0 points above the baseline score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score OR it is at least 15.0 points above the baseline score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score OR it is at least 10.0 points above the baseline score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Indicator 5: Reading Proficiency Summary Performance			0/5 Points (0%)

Summary Analysis:

The school demonstrated improved performance in the area of Reading Proficiency during the contract term, though the improvement still fell below the target. The school's proficiency index increased by 8.7 points over the baseline which is meaningful– from 10.5 to 19.2; however this is still quite low, far below state performance and below the target. It is worth noting that this data represents 13 students over the course of three years.

Indicator 6: Math Proficiency

5 Points

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

Performance Ratings	Measure 6.1 [CCR] – 5 Points: From FY15 to FY17, the school's aggregate proficiency index score will be equal to or greater than that of the state for the same grades (grade 11) OR it will increase by at least 15.0 points from the baseline proficiency index score (baseline score – 18.8).	Result: 7.1 (aggregate) - 18.8 (baseline) = 11.7	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 15.0 points above the state's score OR it is at least 30.0 points above the baseline score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score OR it is at least 15.0 points above the baseline score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score OR it is at least 10.0 points above the baseline score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Indicator 6: Math Proficiency Summary Performance		0 / 5 Points (0.0%)	

Summary Analysis:

The school demonstrated lower performance in the area of Math Proficiency during the contract term. The school's proficiency decreased from a baseline of 18.8 to an aggregate of 7.1 FY15-FY17. In short, performance was low and decreased. It is worth noting that this data represents 14 students over the course of three years.

Indicator 7: Science Proficiency

15 Points

School Goal: *Over the period of the contract, students at PACS 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] – 5 Points: From FY15 to FY17, the school's aggregate proficiency index score will be equal to or greater than that of the state for the same grades (High School) OR it will increase by at least 10.0 points from the baseline proficiency index score (estimated baseline score – 25.0).	Result: 25.0 (aggregate) - 25.0 (baseline) = 0	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 20.0 points above the state's score OR it is at least 20.0 points above the baseline score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score OR it is at least 10.0 points above the baseline score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score OR it is at least 5.0 points above the baseline score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 7.2 [CCR] – 10 Points: From FY16 to FY18, the school will earn at least 75.0% of possible growth index points on the NWEA MAP-Science.	Result: 95.3%	
Exceeds Target (x1.5)	The school earns at least 90.0% of possible growth index points.	X	15 Points
Meets Target (x1.0)	The school earns at least 75.0% of possible growth index points.		
Approaches Target (x0.5)	The school earns at least 60.0% of possible growth index points.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 7: Science Proficiency Summary Performance		15 / 15 Points (100.0%)	

Summary Analysis:

The school's performance in Science was mixed during the contract term, but overall it meets the goal in this area. The school's aggregate proficiency index based on statewide assessments has remained flat in comparison to the baseline score and is well below that of the state. The school provided data showing that it earned 16.75 of 20 growth index points in FY16 and 39.5 of 39 in FY17. The school reported that 16 of 27 students who were one or more grade levels behind grew by at least 1.5 grade levels. Overall, science growth as measured by the NWEA is noteworthy for two reasons; students are demonstrating strong growth, and higher numbers of students are being assessed fall to spring.

Indicator 9: Post Secondary Readiness

35.5 Points

School Goal: <i>Over the period of the contract, students at PACS will demonstrate readiness for post secondary success.</i>			
Performance Ratings	Measure 9.1 [CCR] – 18 Points : From FY16 to F18, the aggregate percentage of graduating students who earn a score of college ready on one of three assessments (ACT, Accuplacer, and ASVAB) will be at least 50.0%. (Each subject of the Accuplacer – math, reading, and language arts – will be measured separately. Each subject will count for one-third of a student’s attainment of this measure.)	Result: 31.6%	
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 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 9.2a [CCR] – 3.5 Points : In FY16, the percentage of students in grade 12 that complete their MCIS Project with a passing score prior to graduation will be at least 80.0%.	Result: No Data	
Exceeds Target (x1.5)	The aggregate percentage is at least 90.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 80.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 70.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 9.2b [CCR] – 0 Points : In F17, the percentage of students in grade 12 that complete their Life Plan Project with a passing score prior to graduation will be at least 80.0%.	Result: CTSTR	
Exceeds Target (x1.5)	The aggregate percentage is at least 90.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 80.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 70.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points

Performance Ratings	Measure 9.3 [CCR] – 7 Points: From FY16 to FY18, the school will earn at least 80.0% of possible credit index points.	Result: 67.2%	
Exceeds Target (x1.5)	The school earns at least 90.0% of possible credit index points.		
Meets Target (x1.0)	The school earns at least 80.0% of possible credit index points.		
Approaches Target (x0.5)	The school earns at least 70.0% of possible credit index points.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 9.4 [GRAD] – 7 Points: From FY16 to FY17, the aggregate percentage of students that graduate on or before their identified Graduation Year will be at least 80.0%.	Result: 70.8%	
Exceeds Target (x1.5)	The aggregate percentage is at least 90.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 80.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 60.0%.	X	3.5 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 9: Post Secondary Readiness Summary Performance			3.5 / 35.5 Points (10.9%)

Summary Analysis:

Overall, the school has not met its goal in the area of Post Secondary Readiness. Data shows that roughly 1/3 of students demonstrated college readiness as measured by ACT, Accuplacer or ASVAB, though that increased from 20% in FY16 to 44% in FY17. Project by seniors related to post-secondary readiness have not been implemented consistently or have not achieved targeted results. The school did not implement the Minnesota Career Information System (MCIS) project in FY16, and performance on the Life Plan in its first year of implementation in FY17 was below the target. In terms of credit accumulation, the school's performance is slightly below the level of "approaches target" at 67.2%. The school has been improving in how it tracks this data. The school reported that 78.6% of students graduated on or before their identified Graduation Year in FY16 and 60% in FY17. The school's 4-year graduation rate in 2016 was 29.4%, the 5-year rate was 14.3%, and the 6-year rate was 38.9%. Graduation data for FY17 is pending.

Indicator 10: Federal and State Accountability

The school was not eligible for a Multiple Measurement Rating (MMR) in FY15 or FY16 due to small student counts.

Indicator 11: Attendance

6 Points

School Goal: <i>Over the period of the contract, students at PACS will attend the school at high rates.</i>			
Performance Ratings	Measure 11.1 – 6 Points : From FY15 to FY17, the average of the school's annual attendance rates will be at least 80.0%.	Result: 70.8%	
Exceeds Target (x1.5)	The average of the school's annual attendance rates is at least 90.0%.		
Meets Target (x1.0)	The average of the school's annual attendance rates is at least 80.0%.		
Approaches Target (x0.5)	The average of the school's annual attendance rates is at least 70.0%.	X	3 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 11: Attendance Summary Performance			3 / 6 Points (50.0%)

Summary Analysis:

The school's attendance rate has hovered just above 70% over for FY15 and FY16. Data is not yet available for FY17.

**Pillager Area Charter School
Academic Performance Evaluation
Contract Period July 1, 2015 through June 30, 2018
Appendix B: Academic Performance Data Profile**

Indicator 1: Mission Related

**Measure 1.2 Performance Data:
Student Retention**

Pillager Area Charter School	Number of Students Enrolled in Spring Previous Year	Number of Students Continuing Through October	Percent of Students Continuing Through October
FY16	43	28	65.0%
FY17	33	24	72.7%
FY18	30	26	86.7%
Aggregate	106	78	73.6%

Source: School's Annual Report/WBWF Report

Indicator 3: Reading Growth

**Measure 3.1 Performance Data:
NWEA MAP-Reading – Growth Index Point Calculation**

NWEA Grade Level Equivalent		Below 60% of Target	60-79.9% of Target	80-99.9% of Target	100%-120% of Target	Over 120% of Target	Sum
1 or more years behind	FY16	4 students x 0 points	0 x 0.25	2 x 0.5	1 x 1	5 x 1.25	8.25
	FY17	4 x 0	1 x 0.25	2 x 0.5	3 x 1	2 x 1.25	6.75
NWEA Grade Level Equivalent		Below 60% of Target	60-79.9% of Target	80-99.9% of Target	100%-120% of Target	Over 120% of Target	Sum
On grade level or less than 1 year behind	FY16	0 students x 0 points	0 x 0.25	0 x 0.5	2 x 1	0 x 1.25	2.0
	FY17	2 x 0	0 x 0.25	0 x 0.5	2 x 1	2 x 1.25	4.5
		Below grade level			Maintain or above		Sum
1 or more years above grade level	FY16	0 x 0			5 x 1		5.00
	FY17	0 x 0			12 x 1		12.0
Total Points Earned							38.5
Total Number of Students (Points Possible)							49
Percent of Points Achieved							78.6%

Source: Requested data provided by school to ACNW, school's Annual Report/WBWF Report

Indicator 4: Math Growth

Measure 4.1 Performance Data:

NWEA MAP-Math – Growth Index Point Calculation

NWEA Grade Level Equivalent		Below 60% of Target	60-79.9% of Target	80-99.9% of Target	100%-120% of Target	Over 120% of Target	Sum
1 or more years behind	FY16	4 students x 0 points	2 x 0.25	2 x 0.5	4 x 1	2 x 1.25	8.00
	FY17	4 x 0	1 x 0.25	2 x 0.5	0 x 1	6 x 1.25	8.75
On grade level or less than 1 year behind	FY16	2 x 0	0 x 0.25	0 x 0.5	0 x 1	1 x 1.25	1.25
	FY17	2 x 0	0 x 0.25	0 x 0.5	0 x 1	0 x 1.25	0.00
		Below grade level			Maintain or above		Sum
1 or more years above grade level	FY16	0 x 0			8 x 1		8.00
	FY17	1 x 0			13 x 1		13.00
Total Points Earned							39.0
Total Number of Students (Points Possible)							54
Percent of Points Achieved							72.2%

Source: Requested data provided by school to ACNW, school's Annual Report/WBWF Report

Indicator 5: Reading Proficiency

Measures 5.1 Performance Data:

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

Pillager Area Charter School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15 - FY17	0	1	3	9	19.2
Aggregate	0	1	3	9	19.2

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	12,810	21,543	12,143	11,841	69.3
FY16	13,216	22,102	12,261	10,538	71.3
FY17	13,785	22,625	11,787	10,514	72.1
Aggregate	39,811	66,270	36,191	32,893	70.9

Source: De-identified student level data provided to ACNW by MDE, [Minnesota Report Card](#)

Indicator 6: Math Proficiency

Measures 6.1 Performance Data:

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

Pillager Area Charter School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15 – FY17	0	0	2	12	7.1
Aggregate	0	0	2	12	7.1

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	10,410	17,863	12,678	14,774	62.1
FY16	9,743	16,752	12,541	14,837	60.8
FY17	10,243	17,016	12,052	14,930	61.4
Aggregate	20,153	34,615	25,219	29,611	61.4

Source: De-identified student level data provided to ACNW by MDE, [Minnesota Report Card](#)

Indicator 7: Science Proficiency

Measures 7.1 Performance Data:

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

Pillager Area Charter School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15 - FY17	0	1	4	7	25.0
Aggregate	0	1	4	7	25.0

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	9,664	21,761	13,629	10,752	68.5
FY16	9,922	21,863	13,009	10,770	68.9
FY17	11,003	21,654	13,022	10,909	69.2
Aggregate	19,586	43,624	26,638	21,522	68.9

Source: [Minnesota Report Card](#), requested data provided to ACNW by school

Measure 7.2 Performance Data:
NWEA MAP-Science – Growth Index Point Calculation

NWEA Grade Level Equivalent		Below 60% of Target	60-79.9% of Target	80-99.9% of Target	100%-120% of Target	Over 120% of Target	Sum
1 or more years behind	FY16	4 students x 0 points	1 x 0.25	1 x 0.5	1 x 1	5 x 1.25	8.00
	FY17	0 x 0	0 x 0.25	2 x 0.5	1 x 1	12 x 1.25	17.00
On grade level or less than 1 year behind	FY16	0 x 0	0 x 0.25	0 x 0.5	1 x 1	3 x 1.25	4.75
	FY17	1 x 0	0 x 0.25	0 x 0.5	3 x 1	2 x 1.25	5.50
		Below grade level			Maintain or above grade level		Sum
1 or more years above grade level	FY16	0 x 0			4 x 1		4.00
	FY17	1 x 0			17 x 1		17.00
Total Points Earned							56.25
Total Number of Students (Points Possible)							59
Percent of Points Achieved							95.3%

Source: Requested data provided by school to ACNW, school's Annual Report/WBWF Report

Indicator 9: Post Secondary Readiness

Measure 9.1 Performance Data:
Post secondary readiness (ACT, Accuplacer, ASVAB)

Pillager Area Charter School	Number of Graduating Students	Number of Students with Score of college or career ready or needing no more than one semester of remediation	Percent of Students with Score of college or career ready or needing no more than one semester of remediation
FY16	10	2	20%
FY17	9	4	44%
Aggregate	19	6	31.6%

Source: School's Annual Report/WBWF Report

Measure 9.2 Performance Data:
MCIS Project / Life Plan Project

Pillager Area Charter School	Number of Students (Grade 12)	Number of Students with Passing Score	Percent of Students with Passing Score
FY16	No data	No data	No data
FY17	CTSTR	CTSTR	CTSTR

Source: School's Annual Report/WBWF Report

Measure 9.3 Performance Data:
Credit Index Point Calculation

Credits needed to graduate, established upon enrollment		Below 60% of Target	60-79.9% of Target	80-99.9% of Target	100%-120% of Target	Over 120% of Target	Sum
Students 2 or more years behind in credits	FY16	18 x 0	2 x 0.25	2 x 0.5	5 x 1.0	3 x 1.25	10.25
	FY17	7 x 0	5 x 0.25	7 x 0.5	13 x 1	0 x 1.25	17.75
Students 1-2 years behind in credits	FY16	17 x 0	11 x 0.25	11 x 0.5	10 x 1.0	7 x 1.25	27
	FY17	2 x 0	3 x 0.25	3 x 0.5	9 x 1	3 x 1.25	15
Students with appropriate credits for grade level	FY16	4 x 0	5 x 0.25	12 x 0.5	24 x 1.0	24 x 1.25	61.25
	FY17	4 x 0	5 x 0.25	8 x 0.5	12 x 1	6 x 1.25	24.75
Total Points Earned							156.0
Total Points Possible							232.0
Percent of Points Achieved							67.2%

Source: Requested data provided by school to ACNW, school's Annual Report/WBWF Report

Measure 9.4 Performance Data:

Pillager Area Charter School	Number of Students Graduating on or Before Identified Graduation Year	Number of Students Not Graduating on or Before Identified Graduation Year	Percent of Students Graduating on or Before Identified Graduation Year
FY16	11	3	78.6%
FY17	6	4	60.0%
Aggregate	17	7	70.8%

Source: Requested data provided by school to ACNW, school's Annual Report/WBWF Report

Indicator 11: Attendance

Measure 11.1 Performance Data:

Pillager Area Charter School	Attendance Rate
FY15	71.2%
FY16	70.4%
FY17	72.6%*
Average	71.4%

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

Pillager Area Charter School Environmental Education Evaluation

February 6, 2018

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

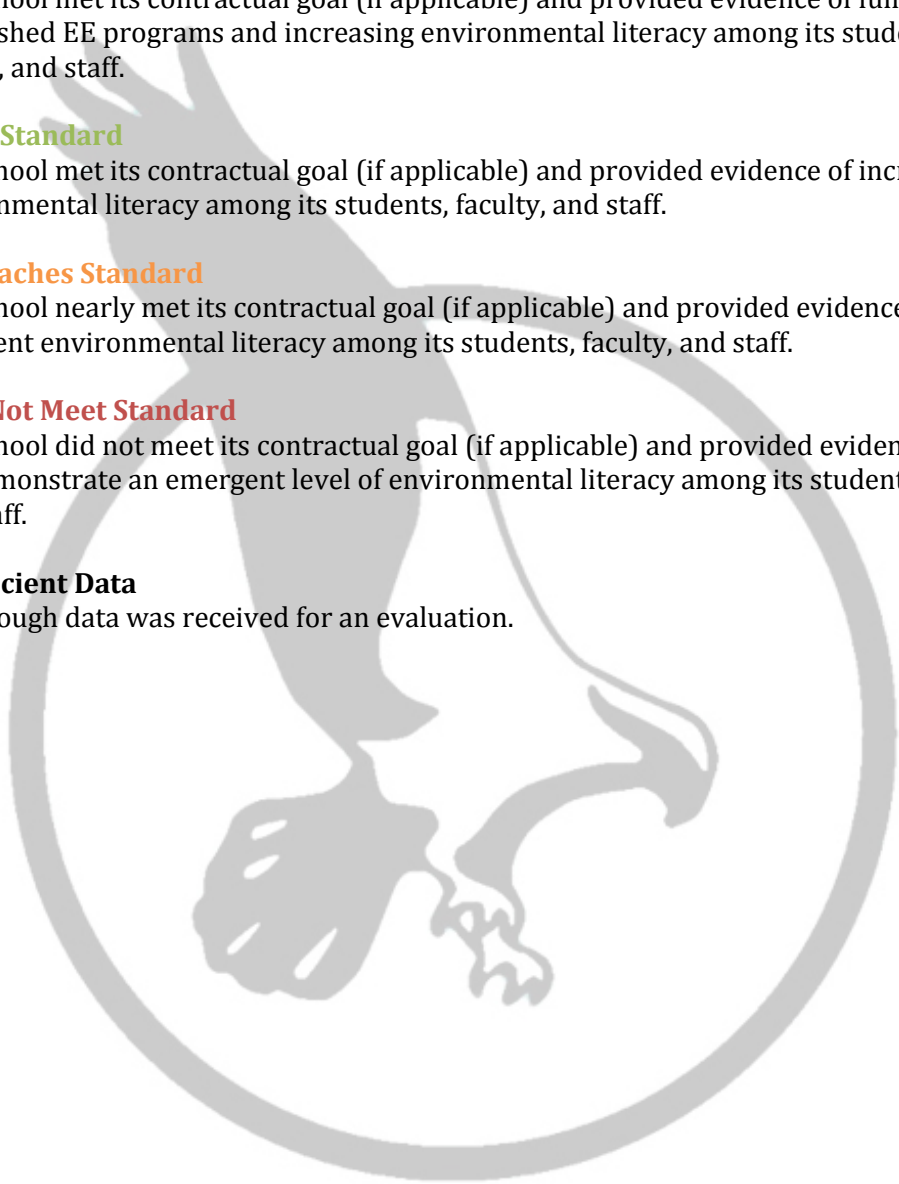
The school nearly met its contractual goal (if applicable) and provided evidence of emergent environmental literacy among its students, faculty, and staff.

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 PACS Environmental Education Performance

Indicator	Rating
Indicator 1: Curriculum and School Culture	Approaches Standard
Indicator 2: Exposure to Natural Environments	Approaches Standard
Indicator 3: Promote Environmental Stewardship	Approaches Standard
Indicator 4: Mission or Community Related EE Goals	Approaches Standard
Indicator 5: Financial and Operational Commitment	Meets Standard
Indicator 6: Science Proficiency	Meets Standard
Indicator 7: Environmental Literacy	Approaches Standard



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:

- In FY16, 90% of secondary students will understand, apply, and communicate sustainable living practices and conservation.
- In FY17 & FY18, PACS students will develop independent projects related to the natural environment that require students to identify a problem and a leading question, research and analyze current information related to the issue, propose possible solutions based on their research, and act upon their proposed solution when applicable/possible.

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**

Data:

In its FY17 EE Survey, the school reported:

- **Measure 1.1:** 2 of 6 sessions will be dedicated directly to environmental education, with 70% of in-class lessons incorporating Environmental Education session themes, as reported by the instructor.
 - Sessions 1 and 6 were dedicated specifically to Environmental Education with themes of Renewable Energy and Outdoor Education, respectively. In Session One, 95% of classroom activities were directly related to the session theme. Session Six, 81% of classroom activities were directly related to the session theme.
- **Measure 1.2:** Each year, 40% of students will develop and complete an independent project related to the conservation, preservation, or maintenance of the environment and receive a score of 2.0 or higher (on a 3 point scale) upon completion of the project.
 - 25% of continuously enrolled students completed the above requirements, completing projects on bluebird conservation, invasive species management, chemical contamination in aquatic environments, household chemical management related to the environmental contamination, terrestrial plant biodiversity surveys, and insect surveys.

The school did not report directly on the specific measures described in the charter contract in its FY16 Annual Report. However, the school indicated:

Utilizing field experiences, we are able to include environmental principles into all of our activities. When planned, each field experience trip has an environmental component on its learning objectives. On each of our field experience exit tickets, students are asked what they saw or interacted with on this experience which impacts the environment. This ensures that our staff is cognizant of environmental learning objectives during the planning phase, and allows the teacher to see if the students comprehended that piece of the lesson.

In its FY18 Renewal Application, the school stated:

Though components of environmental education had been implemented into classes in the past, the school has now made it a goal to fully adopt environmental education pedagogy throughout the curriculum. This transition, though challenging, has been spurred on by a number of new faces (and therefore new ideas, skills, attitudes and approaches) on the teaching staff, all of whom are committed to incorporating environmental education concepts in their classroom.

Analysis:

PACS's performance in this indicator area approaches standard. The school partially met its goal in this indicator area, and provided evidence of environmental education across curricula and projects. Based on ACNW observations and site visits to the school, it is evident that EE is becoming more intentional and focused across disciplines at the school. New leadership and a new EE Coordinator have brought focus and purpose to this required element of the school's contract, and the school has successfully gathered information to use as baseline data and to demonstrate increasing student environmental literacy. Although the school did not meet standard during the course of this contract period, the gains in the school's performance on this indicator area are commendable and ACNW has confidence the school will continue to grow the success of its EE 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:

- In FY16, all continuously enrolled students in Grades 9-12 will be able to understand and demonstrate how human activities relate to the natural environment.
- In FY16, 90% of continuously enrolled students in Grades 9-12 will observe in action and demonstrate understanding of natural occurring systems and processes.
- In the 2016-17 and 2017-18 school years, PACS will provide students opportunities to interact with the natural environment and students will develop skills that will allow them to better appreciate and interact with nature in their time outside of school and after graduating.

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**

Data:

In its FY17 EE Survey, the school reported:

- **Measure 2.1:** 60% of students will participate in 5 or more field-experience days and receive a score of 2.0 or better on each of their exit ticket.
 - 52% of students completed 5 or more field experiences, and 41.6% received an average score of 2.0 or above on their exit tickets.

- **Measure 2.2:** 40% of students will complete one independently developed project demonstrating a skill or ability that enhances their experience in the outdoors and receive a score of 2.0 or higher upon completion of the project.
 - 20.8% of students completed a project demonstrating a skill or ability that enhances their outdoor experience, 18.7% received a score of 2.0 or better.
 - 62% of students participated in 5 or more outdoor skills lessons and received a score of 2.0 or better.
- **Measure 2.3:** From the beginning until the end of the year, 70% of students will increase their appreciation for natural experiences by 20% -OR- rate their appreciation for nature at an 8 or higher on a 10 point scale, as determined by a self-evaluation survey.
 - 35 students completed the EE survey at least one time. Of these students, 23 rated their appreciation for natural experiences at or above an 8 on a 10 point scale (65.7% of students). Only 11 students took the survey more than once. Of those students who saw increases in their appreciation of nature above a 20% increase, all had already rated their appreciation at or above an 8, and are therefore included in the count above. In total, 65.7% of students met the criteria above.

The school did not report on this goal in its FY16 Annual Report, and the school did not submit an FY16 EE Survey.

In its FY18 Renewal Application, the school reported:

Part of the PACS philosophy is to include experiential learning whenever possible. We do this in a number of ways, but perhaps the most impactful way is through the use of field experiences. Field experiences are offered nearly every Friday, with excursions planned to local businesses, museums, art galleries, local and state parks, and government offices related to the session theme. Longer, more intensive field experiences are offered for those students who have completed the necessary requirements at the end of each session.

Analysis:

PACS's performance in this indicator area approaches standard. The school nearly met its goals in this indicator area, and provided evidence that students engage in nature-focused outdoor experiences that enhance in-classroom learning. Field experiences supplement classwork, and the school has implemented session themes that allow for stronger interdisciplinary instruction and better aligned experiential learning.

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:

- In FY16, 80% of continuously enrolled students will increase their capacity to positively affect environmental systems by 20% from fall to spring.
- In FY17 & 18, PACS students will be able to identify ways to affect change in their community so as to reduce negative impacts on the local environment. Students will take steps to bring this information to the local community as well as participate in activities to promote sustainable living and conservation of the natural environment within their community.

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**

Data:

In its FY17 EE Survey, the school reported:

- **Measure 3.1:** 70% of students will complete a carbon footprint analysis and be able to identify 3 specific ways in which they can reduce their household's environmental impact.
 - **Result:** 20.6% of students enrolled in Session 1 (when this activity was conducted) completed a carbon footprint analysis
- **Measure 3.2:** 40% of students will present independently generated projects, graded at a

2.0 or above on a 3-point scale, at and environmental education open house at PACS.

- **Result:** 37% of students presented projects at one of two project presentation open houses at PACS. Of these, projects, the average score was a 2.4 on a 3 point scale.

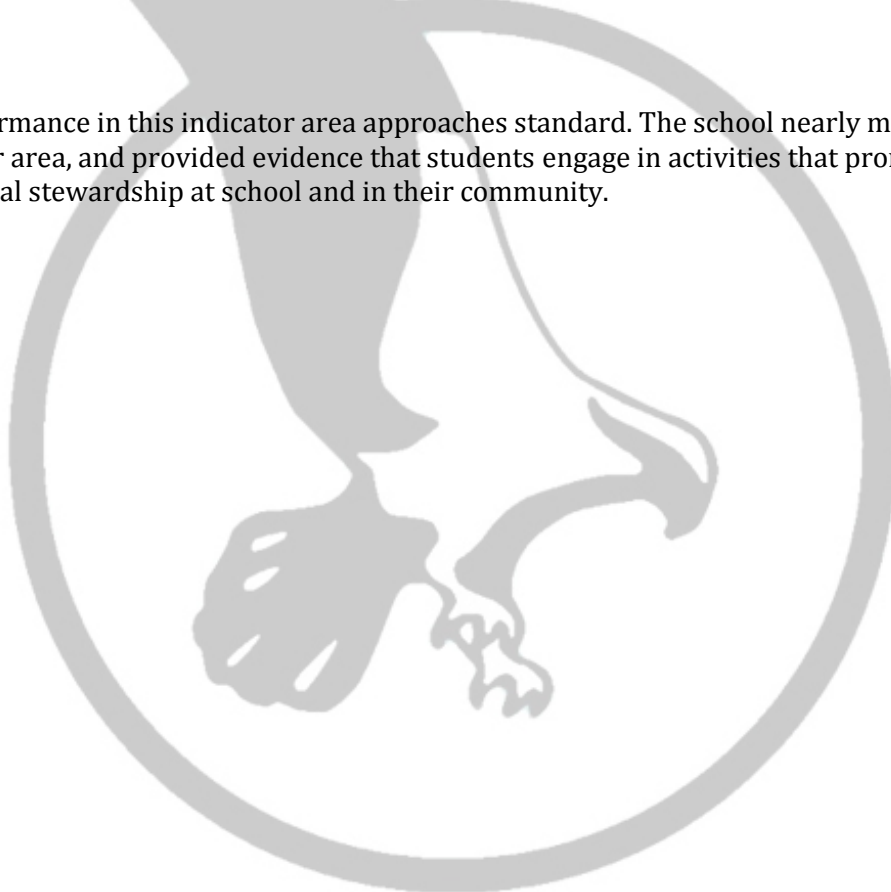
The school did not report directly on the specific measures described in the charter contract in its FY16 Annual Report. However, the school indicated:

We continue to pay it forward by doing Highway pickup and food shelf donations twice a year. We also go into the community with our students to do after storm cleanup. Our students also do service projects throughout the year at Camp Confidence in Brainerd, MN. We have placed wood duck houses around our pond behind our school on our property. We take many canoe outings in the fall and spring on the crow wing river and ask our students to pick any trash up along the river when we are out which is showing the importance of beautification of the earth.

We are also providing plants for sale to the community from our spring greenhouse at a low cost. Any unsold plants were donated to the assisted living facilities in the surrounding area.

Analysis:

PACS's performance in this indicator area approaches standard. The school nearly met its goals in this indicator area, and provided evidence that students engage in activities that promote environmental stewardship at school and in their 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:

- In FY16, 90% of students in Grades 9-12 will be able to research, evaluate, report, and act on environmental issues affecting the local ecosystems (e.g. construction, dredging, pipeline, mining, pulping, mosquito control, etc.).
- In FY17 & FY18 students will explore possible careers related to environmental education, conservation, preservation and/or sustainability, and develop the necessary skills to be successful in those fields.

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**

Data:

In its FY17 EE Survey, the school reported:

- **Measure 4.1:** Each school year, 50% of students will participate in 3 or more career exploration field-experiences related to careers in the environmental conservation, preservation, sustainability, or maintenance and receive a score of 2.0 or better on a 3.0 scale on their exit ticket/journal log.

- **Result:** 37% of students participated in 3 or more career exploration field experiences, 31% of students received a score of 2.0 or better (on a 3 point scale) on their exit tickets.
- **Measure 4.2:** Each school year, 5 students will fulfill the requirements necessary to complete certification in the “Outdoor Careers” Bridges Academy.
 - **Result:** No students met the requirements necessary to complete certification in the “Outdoor Careers” Bridges Academy.

The school did not report directly on the specific measures described in the charter contract in its FY16 Annual Report. However, the school indicated:

PACS is founded on the belief that self-regulation, responsibility to others, and accountability are best learned through experience. Therefore, our school features a curriculum built around experiential learning and active citizenship. The curriculum supports personalized learning plans, student-initiated projects, General Ed classes, public student presentations, and partnerships with parents and community. Students also participate annually in service projects throughout the Central Lakes Area. PACS emphasizes learning outside the school through off-campus experiences and service to local communities.

Analysis:

PACS’s performance in this indicator area approaches standard. The school did not meet its goals in this indicator but provided evidence that the school implements environmental education in projects and programs related to its mission and the community it serves. In its FY18 Renewal Application, the school reported, “In order for students to be successful, PACS believes that they must develop skills, knowledge and attitudes that are beneficial in their potential career paths. PACS seeks to provide opportunities for students to explore career options related to environmental education, conservation, preservation and/or sustainability.” In the 2017-2018 school year, the school has changed the way students earn credits for projects and improved the system for tracking student progress in the Bridges Career Academy in an effort to increase participation and relevance for its student population.

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:

- In FY16, 80% of continuously enrolled students in grades 9-12 will be able to identify and predict energy use.
- In FY16, instructors will receive five or more hours of Environmental Education specific professional development per year.
- In FY17 & FY18 instructors will increase their knowledge and familiarity with Environmental Education topics, best practices, and implementation strategies.

Measure:

- Hours completed in Environmental Education specific professional development per instructor employed at PACS
- Fulfillment of reflection presentation at staff meetings

Rating:

☐ Exceeds Standard

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

- The school's EE-contact 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

Data:

In its FY17 EE Survey, the school reported that three of four teachers completed at least two hours of EE-specific professional development. In addition, three of four teachers completed the requirements for presenting information at a staff meeting on how they are incorporating EE in their classroom.

The school did not report on this goal in its FY16 Annual Report, and the school did not submit an FY16 EE Survey.

In its FY18 Reauthorization Application, the school reported:

PACS teachers are committed to incorporating environmental education practices in their daily instruction. Implementation of session themes has allowed for better interdisciplinary instruction; students are better able to apply what they learn in each class to their other content areas. Intensive project development and planning periods are conducted by teachers before the beginning of each session, and a project development protocol and peer review process was enacted in the 2016-17 school year. The teachers have also made it a goal to complete environmental education specific professional development hours each year, and share the knowledge and skills they obtain from these courses at weekly staff meetings as they are completed.

Analysis:

PACS's performance in this indicator area meets standard. The school allocates both human and financial resources to further develop students' environmental literacy. Purchasing choices and operational decision-making reflect a commitment to environmental sustainability, including facilities, food, schoolyard and outdoor areas. The school seeks out grants and partnerships with services in the community to support EE-focused activities, and has an opportunity to improve consistency with teacher professional development related to EE and increased oversight by the board of directors.

The school's facility, schoolyard, and outdoor areas reflect a commitment to providing students with access to natural areas and places to learn about naturally occurring systems and processes. These aspects of the school's site are used throughout the day by teachers and students and reflect a commitment to increasing student environmental literacy in all aspects of the school day.

One of the strengths of PACS's EE programs is EE Coordinator Spencer Garness, who teaches science and is on the board. His role is to provide resources and support to teachers throughout the school, serve as a point of contact for ACNW, and gather data in order to report on EE goals. Spencer is personally interested in environmental education and understands the need for an effective program, as well as key aspects that will help PACS's EE programs succeed. Spencer also ensures that environmental education is evident across disciplines by providing feedback to teachers during project tuning and aligning field experiences to contractual goals. PACS should continue to ensure Spence has the bandwidth in his schedule to lead this aspect of the program while growing the capacity of other teachers to integrate EE across curricula.

Teachers at PACS have a great deal of autonomy in implementing EE in their classrooms. As a result, the opportunities for learning about the natural world can vary widely based on the teachers' personal interest in EE, which may lead to varying quality and experiences for students across

grade levels. PACS has an opportunity to provide equitable environmental education learning opportunities for all students across grade levels and create consistency from classroom to classroom. PACS should ensure that environmental education is not lumped into one discipline or taught by only one teacher so that all students, regardless of their grade or schedule, have the opportunity to increase their environmental literacy.

Although the school's curriculum and school culture reflect a commitment to creating more environmentally literate students, the board is not actively engaged with monitoring the school's progress toward its EE goals in a meaningful way as evidenced by board meeting minutes and observations. Because the EE goals are a key part of the school's contract with ACNW, in addition to receiving a report on the school's activities, the board should monitor the school's progress to ensure it is meeting the goals laid out in its charter. (This includes reporting on outcomes in addition to activities.) In addition, the board must ensure the school has the financial and operational capacity to carry out the goals. Board meeting minutes did not indicate discussion related to financial and operational commitment, but it is evident from the school's facility and educational program that EE is funded appropriately.



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 PACS will demonstrate proficiency in science as measured by state accountability tests and growth in science as measured by nationally normed assessments.

Rating:

☐ **Exceeds Standard**

The school met exceeded its contractual target(s).

☒ **Meets Standard**

The school met its contractual target(s).

☐ **Approaches Standard**

The school nearly met its contractual target(s).

☐ **Does Not Meet Standard**

The school clearly did not meet its contractual target(s).

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:

- In FY16, 90% of continuously enrolled students in Grades 9-12 will be better able to read, develop a personal opinion, and communicate about environmental issues in the media.
- In FY17 & FY18 students at PACS will increase their awareness of, involvement in, and advocacy for environmental stewardship issues on the local, national, and global levels.

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**

Data:

In its FY17 EE Survey, the school reported:

- **Measure 7.1:** 60% of continuously enrolled students will participate in at least 2 service projects of at least 2 hours directly related to environmental restoration, preservation, conservation and/or sustainability each year. (e.g. ditch clean-up, habitat restoration, energy conservation, etc.)
 - **Result:** 66.7% of continuously enrolled students completed 2 projects consisting of at least 2 hours of service learning related to environmental stewardship.
- **Measure 7.2:** 20% of continuously enrolled students will complete an independently developed project directly related to local environmental issues AND receive a score of 1.5

or better on a 3-point scale upon completion of the project each school year.

- **Result:** 12.5 % of students developed independent projects related to local environmental issues and earned a score of 1.5 or better on a 3-point scale.
- **Measure 7.3:** 60% of students will increase their personal perception of their ability to affect changes in the environment by 20% OR rate their ability to affect change at or above a 7 on a 10-point scale.
 - **Result:** 20 of 35 students (57.1%) who completed the survey rated their ability to affect change in the environment at a 7 or above (on a 10 point scale). No student who rated their ability to affect change below a 7 increased above 20%. The average increase in all scores in this area was 10.1%
- **Measure 7.4:** Each session 70% of students will complete 2 current environmental events logs or journal and receive a score of 2.0 or better (on a 3 point scale).
 - **Result:**
 - Session 1: % of students meeting criteria above: 15%
 - Session 2: % of students meeting criteria: 11%
 - Session 3: % of students meeting criteria: 13.8%
 - Session 4: % of students meeting criteria: 13.8%
 - Session 5: % of students meeting criteria: 20.2%
 - Session 6: % of students meeting criteria: 16.5%

The school did not report on this goal in its FY16 Annual Report, and the school did not submit an FY16 EE Survey.

Analysis:

PACS's performance in this indicator area approaches standard. The school partially met its goal in this indicator area, and provided evidence of increasing knowledge, skills, attitudes, motivation, and commitment among students to work individually and collectively toward sustaining a healthy natural and social environment. Although the school did not meet standard in several indicator areas, its progress over the course of the contract demonstrates a strong commitment to fostering environmental literacy among its students, staff, and faculty.

Summary, Recommendations, and Required Actions

The implementation of a quality environmental education program has increased significantly over the course of the contract period. Overall PACS implements an environmental education program in which students nearly met the goals, and are likely to achieve during the FY18 school year. PACS's EE program aligns with its mission and vision and is increasing the environmental literacy of its students. The school demonstrates commitment to environmental education in its curriculum and school culture, especially through its field experiences and science curriculum. Many field trips and outdoor experiences supplement in-classroom learning and are specific to the needs of PACS students.

The school described its approach to environmental education in its FY17 EE Survey:

PACS is founded upon experiential learning and engaging students in the world and community around them. Through hands-on activities and field experiences, we expose students to new ideas and attitudes towards the environment, and give them more tools to make informed decisions on their everyday choices. We challenge students to examine their personal decisions and measure how they impact the local community, the environment and the world.

Our approach begins with encouraging students to become careful observers of the world around them. Often, our students are not aware of the challenges that our environment faces, let alone how much of an impact they can make in affecting change. We strive to instill that sense of personal responsibility for being caretakers of the environment as well as responsible world citizens.

The school's commitment to building long-term environmental literacy is evident. In its FY18 Renewal Application, the school stated, "PACS has been in a transitional period over the last years, working to redefine the purpose of environmental education in the school, as well as how environmental education is implemented in the classroom. ...Teachers and staff have also developed and adopted the following EE statement to help guide the school through this transition. 'PACS uses environmental education practices to educate students and the community in the knowledge, skills, and attitudes necessary for a healthy and sustainable future.'"

Pillager Area Charter School

Financial Performance Evaluation

Contract Term: July 1, 2015 – June 30, 2018

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

Pillager Area Charter School has demonstrated strong financial health during the contract term, though mixed financial performance overall. The school's short-term and long-term financial health has been strong during the contract term; the school met the standard in five of six measures in these areas. The school's fund balance is quite strong at FY17 year end – over 36% or \$230,000.

The quality of the school's financial statements and board engagement in financial oversight improved during the contract term, though additional improvements are needed. The board must review financial policies and as needed develop policies in the areas of credit card use and bank accounts. Additionally, the school's audit continued to include a number of findings that are material weaknesses. Per the school's charter contract, these issues were to be addressed; however, no meaningful progress has been made to address these findings.

Perhaps most important is for the board and school leadership to consider the relationship between the school's financial health and student outcomes. Given the school's mixed academic performance and very strong financial position, the board must strategically consider how it invests in the program and staff to improve outcomes for students.

Summary of Financial Performance

Financial Statements – Three-year Summary			
	2015	2016	2017
Balance Sheet			
Cash	\$244,259	\$218,825	\$220,245
Current Assets	\$319,578	\$262,878	\$269,308
Non-Current Assets	\$72,578	\$59,792	\$71,358
Total Assets	\$392,156	\$322,670	\$340,666
Current Liabilities	\$49,773	\$53,254	\$37,764
Non-Current Liabilities	\$11,233	\$8,236	\$33,255
Total Liabilities	\$61,006	\$61,490	\$71,019
Net Assets	\$331,150	\$261,180	\$269,646
Income Statement (All Funds)			
Total Revenue	\$628,489	\$603,598	\$629,085
Total Expenditures	\$639,300	\$663,779	\$643,199
Sale of Equipment	\$4,000	\$0	\$4,000
Surplus (Deficit)	-\$6,811	-\$60,181	\$21,917
Total Fund Balance	\$269,806	\$209,625	\$231,543
Enrollment Information			
Budgeted Enrollment (Pupil Units)	54.00	50.40	54.00
Actual Enrollment (Pupil Units)	52.47	51.16	52.95
Actual Enrollment (ADM)	43.72	42.63	44.13
Maximum Total Enrollment (number of students) <i>Per section 6.5(a) of the charter contract</i>	N/A	55	55

Financial Performance Evaluation –Summary			
Management Indicators	2015	2016	2017
Budgeting	Does Not Meet	Meets	Meets
Financial Policies and Practices	Does Not Meet	Does Not Meet	Does Not Meet
Financial Reporting	Meets	Meets	Meets
Financial Audit	Does Not Meet	Does Not Meet	Does Not Meet
Near-Term Indicators			
Current Ratio	6.42	4.94	7.13
Days Cash on Hand	118	93	130
Enrollment Variance	97.2%	101.5%	98.1%
Sustainability Indicators			
Fund Balance Percentage	42.2%	31.6%	36.0%
Total Margin/Aggregated Three-Year Total Margin	-1.1%/2.9%	-10.0%/0.0%	3.5%/-2.4%
Debt to Asset Ratio	0.16	0.19	0.21

Financial Performance Indicator 1: Financial Management

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

Rating:

Meets Standard

Summary Analysis:

The board consistently approved annual budgets prior to the start of each fiscal year during the contract period. The board also approved mid-year revisions annually, primarily based on changes to enrollment. The board does not engage actively in the development of the budgets prior to approval, though the board does ask questions and make comments during board meeting discussion. The board consistently reviews and approves financial statements that have been mixed in quality (though generally improving) during the course of the contract term. Additionally training for board and staff would help ensure clarity, consistency and accuracy of financial statements, including ensuring that the budget presented to the board is prepared in the same format as the monthly financial statements. Given the school's strong fund balance and mixed academic performance, it is essential that the board strategically consider a longer term financial plan that is focused on improving student outcomes. The school submitted a 3-year budget to ACNW as part of its reauthorization application; however, the budget and subsequent revisions was not based on in-depth or strategic discussion at the board level regarding priorities for the school tied to student outcomes. While the school meets the standard on this measure, it has the opportunity to be more effective.

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

Rating:

Does Not Meet Standard

Summary Analysis:

The school has many appropriate policies in place and has minimally sufficient internal controls as noted on the financial audit. Additional policies are warranted related to use of credit cards, petty cash, etc. particularly given the amount of credit card use at the school. The school has improved reporting regarding use of credit cards as all charges are now included on the financial statements; however, the board has not developed a credit card use policy. Additionally, given the school's multiple bank accounts, additional policies and controls are warranted. Review of check registers and interviews of key staff raise no concerns about the appropriate use of public funds. This performance merits a rating of does not meet standard on this measure as needed policies have not been developed including those that ACNW highlighted in each of the past two years. Additional board training in this area is also warranted to ensure understanding and implementation of school finance policies as has been noted in the past years.

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

Rating:

Meets Standard

Summary Analysis:

The school has consistently earned the MDE School Finance Award which indicates on time and accurate reporting to MDE. The school's on-time submission rate for financial submissions to ACNW via Epicenter has been just over 50% during the contract term with accuracy and completeness at just over 80%. These rates have been lower over the past year, and ACNW will seek a plan from the school to address reporting moving forward.

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

Rating:

Does Not Meet Standard

Summary Analysis:

The school's annual audit have included an unmodified ("clean") opinion in each year of the current contract. Each audit has included one material weaknesses related to "limited segregation of duties" and one significant deficiency related to "financial statement preparation" and in some instances "material audit adjustments." The auditor's comments indicate that this is related to a limited number of staff at the school as well as a lack of expertise and that this is "not unusual for an organization of [its] size."

As outlined in the school's charter contract, "the school will begin to work closely with its auditor and other expertise as needed during FY16 to develop a corrective action plan that will remove the findings by FY17." ACNW is aware of no significant actions the school has taken in an effort to address these findings, and the corrective action plan (CAP) included in the FY17 audit documents no intention to attempt to address the findings.

ACNW continues to expect that the school take actions that will lead to a removal of these findings.

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 far exceeded the standard in each of the past three years. This demonstrates that the school has sufficient current assets to meet current liabilities.

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

Calculation:

Days Cash = Cash divided by (Total Expenses/365)

Average of December 31 and June 30 of the fiscal year.

Rating:

Meets Standard:

☒ Average days cash is 60 or higher; or

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

Does Not Meet Standard:

☐ Average days cash is between 15 and 30 days; or

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

Falls Far Below Standard:

☐ Average days cash is less than 15 days cash.

Summary Analysis:

The school's days of cash has remained above 90 for the last three years. This remains well above the standard and limits the need for any short-term borrowing.

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 was 98.1% in FY17, which exceeds the standard and demonstrates effective projections by the school. The school has met the standard in each of the past three years.

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's fund balance made up some ground by increasing approximately \$22,000 or from 32% of general fund expenditures in FY16 to 36% in FY17. As highlighted below, the school should balance the need for investments in its program to meet its mission with the need for financial stability.

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 fluctuated greatly over the last three years; in FY16 it was -10.0% though in FY17 it was 3.5%. The three-year total margin was -2.4% at FY17 year-end. These numbers do not meet the standard for this measure. The school's current charter contract includes the following expectation in Exhibit S: "The school will develop and manage budgets to ensure a positive total margin annually, meeting the standard, unless the board strategically has planned to spend down the fund balance." While the school's financial health gives room to invest its robust fund balance strategically, there is minimal evidence in board meeting minutes that the board has engaged in such discussions. The school's academic performance has been mixed, and overall, has not met agreed upon outcomes. As such, it is critical that the board consider and document plans to invest the school's fund balance to support better outcomes for students while also considering the school's financial health and sustainability.

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:

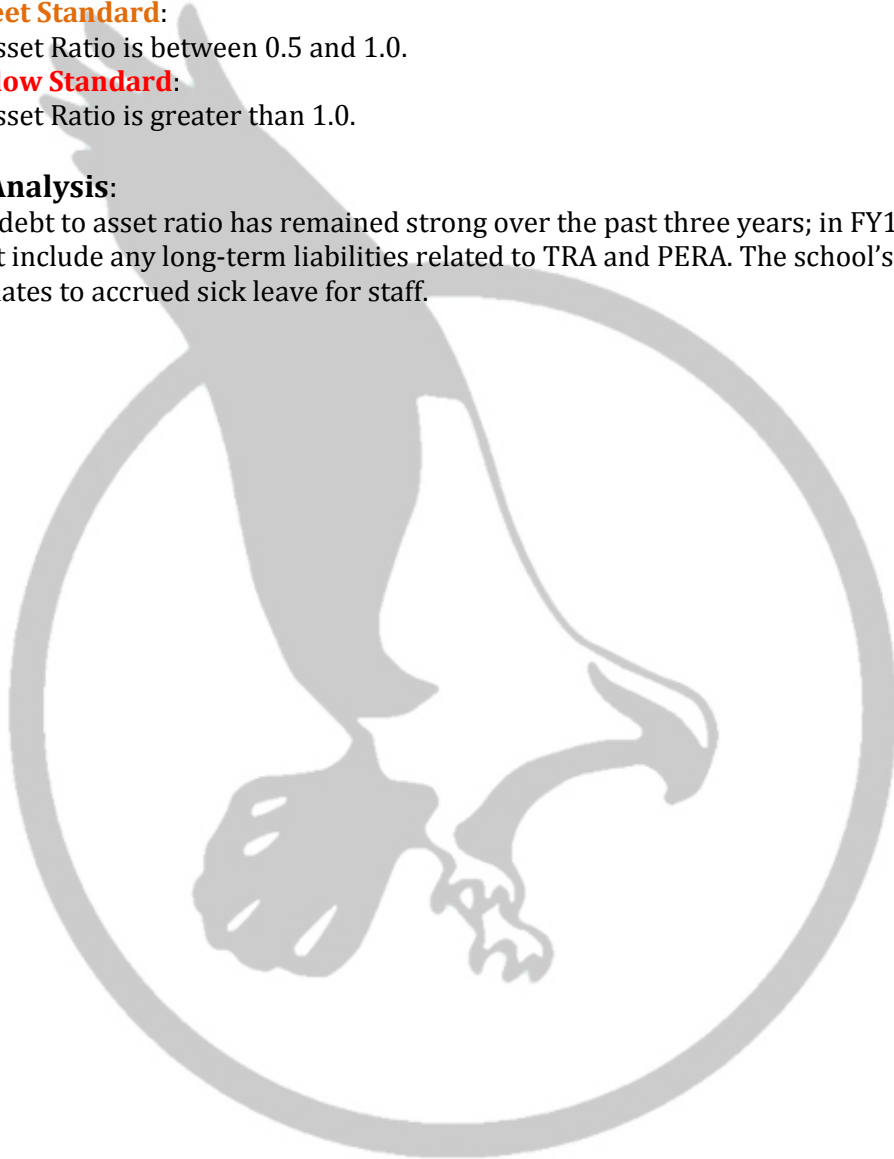
☐ Debt to Asset Ratio is between 0.5 and 1.0.

Falls Far Below Standard:

☐ Debt to Asset Ratio is greater than 1.0.

Summary Analysis:

The school's debt to asset ratio has remained strong over the past three years; in FY17, it was 0.21. This does not include any long-term liabilities related to TRA and PERA. The school's only long-term debt relates to accrued sick leave for staff.



Pillager Area Charter School Operations Performance Evaluation

Overview

The Operations Performance Evaluation is conducted not only to determine whether the school is compliant with legal requirements, the charter contract, and generally accepted principles of governance, oversight, and management, but also to assess the operational standing of the school. In completing this evaluation, 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 Performance Evaluation Summary	
Indicator 1: Educational Program	
1.1: Mission & Vision	Meets
1.2: Instruction & Assessment	Approaches
1.3: Educational Requirements	Meets
1.4: Special Education	Meets
1.5: English Learners	Meets
1.6: Parent & Student Satisfaction	Meets
Indicator 2: Governance	
2.1: Board Composition & Capacity	Approaches
2.2: Board Decision-Making & Oversight	Approaches
2.3: Management Accountability	Does Not Meet
Indicator 3: School Environment	
3.1: Facilities & Transportation	Meets
3.2: Health & Safety	Meets
Indicator 4: Student Rights	
4.1: Admissions & Enrollment	Meets
4.2: Due Process & Privacy	Meets
Indicator 5: Personnel Practices	
5.1: Licensure	Meets
5.2: Staff Retention	Meets
5.3: Employment Practices	Meets
Indicator 6: Compliance & Reporting	
6.1: Charter School Annual Reports	Meets
6.2: Insurance	Meets
6.3: Authorizer & State Compliance	Meets

Summary Discussion

PACS has been an operating charter school for nearly 17 years, and while some operational aspects of the school are well developed, others are still developing or indicative of a younger organization or one in transition. The school has focused on serving students who have not been served well in their previous school and/or are experiencing personal challenges. Many of these students enter PACS behind on skills and credits and/or disconnected from school. As such, demonstrates fidelity to its mission through working to reengages students through an experiential approach to education and a focus on building relationships. ACNW required the school to develop a school improvement plan focused on improving the instructional program at the school during the current contract term, and the school has made recent progress in developing its learning program. It can continue to focus on increasing expectations for students in terms of academic work and creating more rigorous academic learning experiences for students that prepare them for life after high school. A high percentage of the school's student qualify for special education services, and while the school has demonstrated basic compliance in this area and provides effective emotional and behavior support for students, it does not provide a robust level of support for students' academic needs.

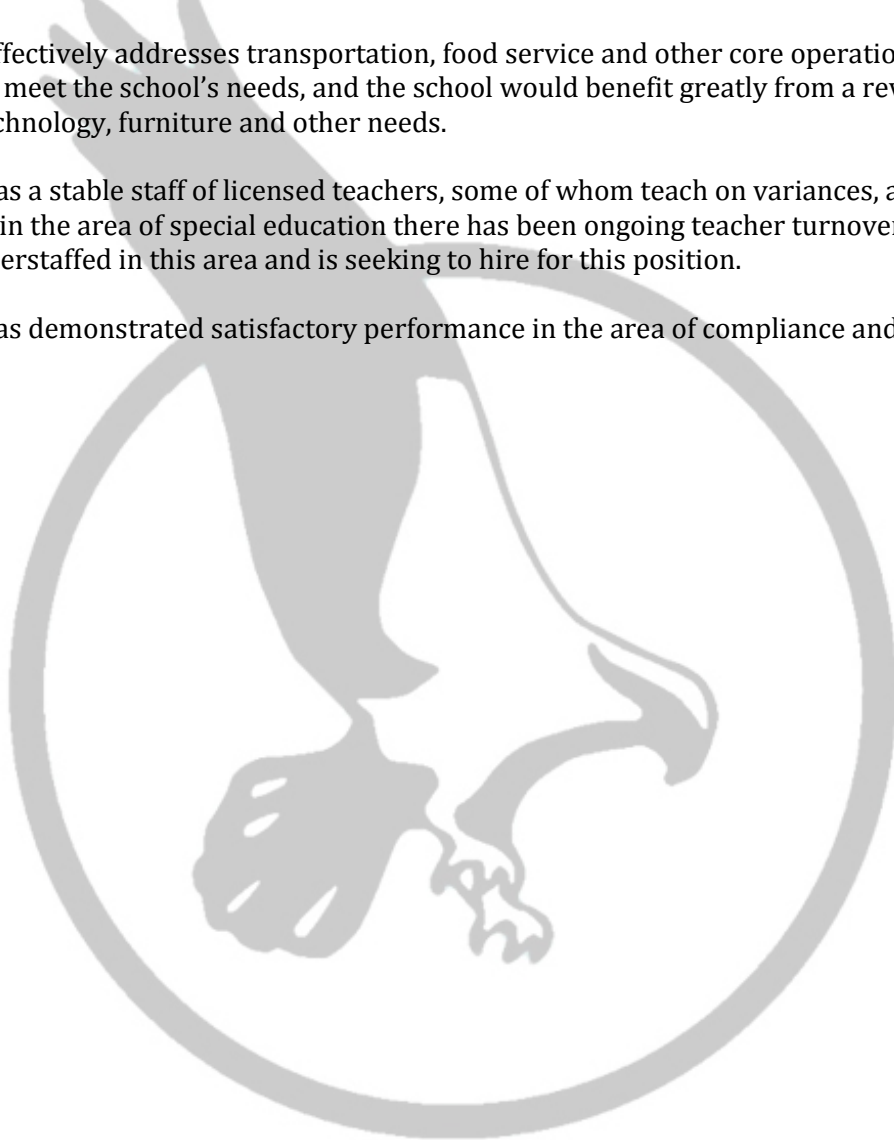
The school's board is made up of a majority of teachers as well as two parents and one community member, all of whom are committed to the school. While board members meet statutory training requirements, the board would benefit greatly, both as individual board members and as a group,

from a robust board-training program in all aspects of board governance to ensure the board fulfills its role at the school. The board has increased in its ability to run effective meetings and is beginning to talk more about academic performance. Many policies are in place at the school; however, the board does not engage in a review process, and many policies are very old. The school's bylaws are in dire need of updating as they date back to 2001. Given recent transition of organizational structure to a teacher leader model, the board does not have a process in place to evaluate school leadership, an area that requires attention. The board has not generally acted in a strategic manner, instead focusing on more month to month activities, updates, and approvals. The board would benefit greatly from a facilitated strategic plan.

The school effectively addresses transportation, food service and other core operational elements. The facilities meet the school's needs, and the school would benefit greatly from a review of materials, technology, furniture and other needs.

The school has a stable staff of licensed teachers, some of whom teach on variances, and support staff, though in the area of special education there has been ongoing teacher turnover. Currently the school is understaffed in this area and is seeking to hire for this position.

The school has demonstrated satisfactory performance in the area of compliance and reporting.



Operations Performance Indicator 1: Education Program

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

☒ **Meets Standard**

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

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

☐ **Approaches Standard**

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

☐ **Does Not Meet Standard**

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

Analysis

Overall the school has demonstrated fidelity to its mission and vision as outlined in the charter.

The school board and staff engaged in substantive conversation and action during the current contract term in order to be more centered around the mission of the school. This has included moving to a teacher led management model, the hiring of new teachers with experience related to the mission, and intentionality around ensuring that staff in the building have a clear understanding of the mission as they are now the decision-making body apart from the board.

The school's primary statutory purpose is to improve all student learning and all pupil achievement. Its additional purposes are to increase learning opportunities for all pupils and to encourage the use of different and innovative teaching methods. Evidence suggests that the school is increasing its focus on student learning and the school has always been a place to provide new opportunities for students and teachers. The school has improved in its ability to gather and use student performance data, and teachers have been working to increase outcomes for students.

School stakeholders, particularly students, parents and staff members, strongly identify with the school's mission.

It is not evident that the school's board of directors actively engages in determining whether the school is meeting its mission or statutory purposes.

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

☐ **Meets Standard**

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

- Instructional leadership
- Instructional approach
- Formative assessments
- Professional development
- Aligning curriculum to state standards
- Implementation of evidence-based practices
- Remediation and acceleration practices
- Data collection and analysis
- Equitable opportunities for all students
- A broad, deep and rich curriculum
- Educational programming engages students in ways that are culturally and linguistically appropriate, responsive, and relevant

☒ **Approaches Standard**

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

☐ **Does Not Meet Standard**

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

Analysis

The school has been making progress in terms of developing and implementing an instruction and assessment program that is focused on student achievement.

The structure of instruction has changed in the last two years with more of a consistent schedule of courses, moving to six week thematic units, and basing student credit on course completion and quality course work as opposed to time spent in class.

The school leadership structure has changed from an executive director to a teacher led model with most administrative roles being transferred to committees. Instructional leadership is now spread to a curriculum committee. The role of the committee is to give a place for teachers to have conversation around what they are working on in their individual classrooms, to develop course themes and interdisciplinary units, and to participate in what is called project tuning. While the school has systems in place that could serve as levers to drive rigor, accountability and consistency, such as teacher meetings, peer observations, and project tuning, these systems are not yet functioning in this way. This is the next step forward in improving the instructional program.

It is unclear as to whether there commitment on all levels to increase the rigor of the academic program. While classroom observations and interviews with teaching staff indicate increased focus on meaningful educational experiences and clarity around expectations, there is still opportunity for growth in the area of increased rigor and high academic outcome for students. While many of students come to the school looking for alternative programs to the ones provided at

the district and many may be missing credits or behind academically, there is no clear accounting for students' current performance levels. Students who may be at a level of academic acceleration are not provided that support at the classroom level, participating in courses where students are working at lower levels. Remediation appears to come in the form of students being able to work at a level they feel is comfortable for them, and building upon their skills from there. Advisory groups are used to set students' daily goals and for students to report back on progress at the end of the day. Students have the opportunity to meet one on one with their advisor six times a year to review progress and set goals. It is unclear if goals are structured to drive student growth in academic achievement or solely on progress towards graduation. The current academic evaluation shows that roughly 50% of PACs students are at grade level in reading, further calling into focus whether or not the academic program is structured to support students who are at grade level by challenging them with more rigorous coursework and those who are not at grade level by providing increased intervention to student who may need it. For example, in the English language arts class, students are currently reading materials that are at the 6th-8th grade reading level. How are students who are reading at grade level challenged to continue to increase reading, comprehension and critical analysis skills?

Teachers work to align the more traditional courses and projects, which are teacher led, to state standards. A three year curriculum map was developed several years ago that teachers are still following as of FY18. Students collaborate with their advisors to ensure their self-created projects are aligned to standards.

Students in need of coursework and credits that are not being offered at the school in any given cycle have the option to work online with Odysseyware. Through this format students are able to take a language or other elective courses in addition to career exploration. The school's renewal application indicates that the school would like to use this software to increase course options based on students' specific needs as identified through assessments such as NWEA.

Students participate in the NWEA MAP assessment three times a year. Data is used to track how students are performing throughout the year. The renewal application states that students are "willing" to participate in goal setting, but does not state that this is an integral part of the academic planning and does not appear to inform future instruction.

ANCW acknowledges the improvement to the instructional program over the last couple of years. Through these changes there are opportunities to further develop and strengthen the program, increasing the academic outcomes with continued efforts toward increase the expectations and rigor.

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

☒ **Meets Standard**

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

- Instructional days or minutes
- Graduation
- State assessments
- Mandated programming resulting from state or federal funding

☐ **Does Not Meet Standard**

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

Analysis

Based on available data, the school complies with applicable educational requirements.

PACS required 46 credits in order to graduate from the school, meeting state standards for graduation requirements in the necessary content areas.

Review of the school's data, academic calendar and MDE reports, shows the school is compliant with requirements for annual days or hours and state assessment requirements.

The school receives Title funding and implements a school-wide program. Funds are used for math support for students, staff development and homeless needs.

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

☒ **Meets Standard**

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

- Identification and referral including evaluation of representation of subgroups
- Operational compliance including the academic program, assessments, staffing and all other aspects of the school's program and responsibilities
- Discipline, including due process protections, manifestation determinations, and behavioral intervention plans
- Carrying out Individual Education Plans and Section 504 plans
- Access to the school's facility and program to students and parents in a lawful manner and consistent with students' abilities
- Accommodations on assessments
- Securing all applicable funding

☐ **Does Not Meet Standard**

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

Analysis

The school serves approximately 14 students with IEPs or 33% of the school's population. Students' disabilities are primarily SLD, EBD or OHD and nearly all students are in federal setting I and served primarily in the general education classroom.

Heidi Hahn is the contracted Special Education Director through Paul Bunyan Education Corporative and Liz Lee is the primary person from Paul Bunyan who is on site with the school. Paul Bunyan helps with Child Study and other now incidence services as needed. The school has two special education teachers, one who focuses almost exclusively on due process and who is part time. The other provides support to students and school to work oversight in addition to other duties at the school. The school is planning to transition to one full time special education teacher who will be case manager and service provider for students with IEPs. The school also has a social worker who provides service to some students with special needs as outlined on their IEPs. Additionally, the school works with Vocational Rehab to provide services to students in 11th and 12th grade including those on IEPs.

Given the small and personalized nature of the school, all students receive substantial one on one support, though students with IEPs receive minimal direct academic support outside the general education classroom. All teachers receive a summary of needed accommodations from the special education teacher, and teachers meet daily to discuss the needs of all students including those with IEPs.

There is minimal evidence of specialized instruction or materials for students with IEPs and review of recent budgets provide no evidence of materials purchased with special education funds. Additionally, the school may not be following required due process when dismissing students with

IEPs from school.

MDE completed a Fiscal Compliance Review in FY16 that included findings in four areas including staff completion of time and effort documentation and three areas related to procurement. The school submitted a corrective action plan which was accepted by MDE on November 1, 2017. No further action is required of the school by MDE.

The school completed a Self-Review in FY17 and MDE will conduct a program review in FY19. The self-review included 2 instances of non-compliance. The school's special education director reported that these were addressed.

ACNW recently met with school leadership, special education staff and the special education director and assistant director to discuss the status of the special education program and areas for improvement. The school is committed to making needed improvements to ensure needs for all students with disabilities are met. This area must be closely monitored in any future contract.

While needs for improvement are clearly evident, the school substantially meets compliance requirements, as such a rating of meets standard is warranted.

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

☒ **Meets Standard**

Consistent with the school's status and responsibilities as a Local Education Agency (LEA), the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including Title III of the Elementary and Secondary Education Act [ESEA] and U.S. Department of Education authorities) relating to English Learners (EL) requirements, including but not limited to:

- Required policies
- Identification
- Service delivery
- Accommodations on assessments
- Exiting of students from EL services and ongoing monitoring of exited students

☐ **Does Not Meet Standard**

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

Analysis

The school reports that it currently does not serve any students identified as English Learners nor has it ever served such students.

The school reports that it includes a Home Language Questionnaire as part of its student intake process.

The school is in the process of creating an EL plan of service.

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

☒ **Meets Standard**

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

☐ **Approaches Standard**

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

☐ **Does Not Meet Standard**

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

Analysis

Parents and students have reported satisfaction with the school.

The school has administered an annual survey to parents and students. While the survey does not specifically ask for satisfaction with the school, both parents and students report that students have the opportunity to learn and make progress at PACS. With 79% of students indicating that the school is providing a safe and positive environment for learning, there is room for growth in this area. Parents are feeling a bit more positive in this area with 84% agreeing.

Meetings with students and parents this year and last provide anecdotal evidence that both are satisfied with the school. In fact, one family moved to Pillager for the express purpose of having students attend the school.

Operations Performance Indicator 2: Governance

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

☐ **Meets Standard**

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

- Board composition
- Recruitment and election of board members
- Background checks
- Training
- Onboarding

☒ **Approaches Standard**

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

☐ **Does Not Meet Standard**

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

Analysis

The Pillager school board has demonstrated mixed capacity to successfully govern a quality charter school.

Board composition has met requirements during the contract term with at least one teacher, one parent and one community member, though at times the board has struggled to fill the parent position. Currently consists of six directors, though this is unclear as it appears that one member's term has expired. The bylaws are outdated in terms of board membership and warrant updating.

The school confirmed that background checks are conducted on all board members.

The board training information provided in the FY17 annual reports shows that not all board members completed annual training. Three members did not attend any of the trainings provided. This does not meet statutory or contractual requirements.

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

☐ **Meets Standard**

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

- Conducting meetings
- Meeting documentation
- MN Open Meeting Law
- Policy development, implementation, and review
- Establishing clear performance expectations for the school that align to the charter contract
- Reviewing school performance (academic, environmental education, financial, operations)
- Monitoring progress on contractual expectations and addressing shortcomings
- Review and approval of key organizational documents, including bylaws
- Oversight of the school's affiliated building corporation (if applicable)

☒ **Approaches Standard**

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

☐ **Does Not Meet Standard**

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

Analysis

While the board has improved its ability to conduct effective board meetings, it has the opportunity to engage more fully in decision-making aligned to the mission and statutory purposes of the school.

Policy review is a regular item on the boards meeting agendas.

A review of board meeting minutes indicates that the board increased its focus on reviewing student outcomes based on contractual goals with more regularity, both in terms of academic performance and EE performance, though it is likely that non-teacher board members could benefit from training in both areas. The board reviews and approves required reports such as the Annual Report or Annual Financial Audit. The board consistently reviews financial performance, though again, certain areas warrant improvements as noted in the Financial Performance Evaluation, areas 1.1 and 1.2. Additionally, more training is needed to ensure board members are clear on what they are reviewing and approving. Over the course of the contract is it not clear that the board established clear performance expectations related to the academic outcomes or addressed any challenges in areas where the school is not meeting its contractual goals, specially related to the academic program. The board's decision-making has not been clearly or consistently focused on the school's purpose to improve student outcomes.

The board has generally followed Open Meeting Law, though it must achieve clarity on what constitutes a quorum as it recently conducted a meeting with only 50% of members present. (Bylaws indicate that quorum is a majority, i.e. 50% +1.)

Generally, the school's bylaws and policies warrant substantial review and updating. The school's bylaws are from 2001 and are extremely outdated and in some instances inconsistent with statute. The school's policies were adopted en masse from samples provided by the Minnesota School Board's Association. Many of these policies are not appropriate for a charter, and most have not been reviewed since their adoption many years ago.

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

☐ **Meets Standard**

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

- Establishment of qualifications for persons that hold administrative, supervisory, or instructional leadership roles, and use of those qualifications as the basis for job descriptions, hiring, and performance evaluations
- Implementation of formal evaluation process for school Director/Lead Administrator or EMO/CMO
- Periodic review of school performance, including performance in relation to contractual goals and expectations

☐ **Approaches Standard**

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

☒ **Does Not Meet Standard**

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

Analysis

The board does not have a system in place to hold management accountable for clear or measureable outcomes.

Based on a review of board policies and meeting minutes as well as discussions with board members and school staff, it is evident that the board has not established qualifications for those in leadership position or created the mechanisms to evaluate its leadership. The renewal application indicates a shift to a teacher powered model and has not established new guidance, qualifications or evaluation process.

The school has not met standard in this area and will need to submit new organizational documentation, and process for how it will evaluate the new leadership team.

Operations Indicator 3: School Environment

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

☒ **Meets Standard**

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

- Fire inspections and related records
- Certificate of occupancy
- Physical space provides a safe, positive learning environment for all students
- Student transportation

☐ **Does Not Meet Standard**

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

Analysis

The school's facilities and transportation practices generally serve students, though opportunities for improvement are evident.

The school provides transportation to students with vehicles the school owns. The school is flexible and committed to helping students get to and from school each day.

ACNW has on file the school's lease aid application in which the school indicates that it has a fire inspection report from the Minnesota state fire marshal or a local designee.

Past site visit feedback has included questions of security related to the open nature of the campus and front door being unattended and multiple open entrances to the buildings. While it is certainly the intention of the school to provide both a safe and open environment, ACNW strongly encourages the school to proactively consider how to ensure awareness of all who enter the campus.

The school has ample space to provide students the opportunity to work in different learning environments including classrooms, a green house, woodshop and outdoor space. ACNW has noted on multiple occasions that furniture at the school is old and in many instances tattered. Chairs are conducive to lounging, which students often take advantage of, as opposed to focused student work.

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

☒ **Meets Standard**

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

- Nursing services and dispensing pharmaceuticals
- Food service
- Emergency management plan
- Student, parent and staff perceptions of safety

☐ **Does Not Meet Standard**

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

Analysis

The school is generally an effective steward of health and safety of students.

Food services are provided through a partnership with the Staples-Motley school district. A staff member transports the meals daily.

PACS submitted its Crisis Management policy to ACNW which outlines the systems and protective procedures in place in the event of an emergency situation.

The annual reports the school is in compliance with nursing services and dispensing of pharmaceuticals, however there is no information specifically related to this in the parent/student handbook. It may be useful to provide the parents this information via that parent handbook.

Students interviewed indicate that they feel safe and supported at the school, and that if there are issues that staff take action to address issues.

Operations Performance Indicator 4: Student Rights

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

☒ **Meets Standard**

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

☐ **Does Not Meet Standard**

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

Analysis

The school substantially implements an open, impartial and transparent application and enrollment process, though updates to the policies are warranted.

The current lottery policy states that siblings will only be given preference if the sibling will be enrolled the following school year. This should be changed to reflect the statutory requirement that does not include such limitations on sibling preference.

The current language around children of staff should be changed to be more clear. The word “may” indicates the possibility of preference. If in fact the school does not intend to give preference to children of staff, the wording should be changed to “shall” not receive. This is a distinction in statute as well.

The enrolment policy on the website, is a max enrollment policy, and does not include any information on how to enroll in the school. This could be made clearer, including that the school is a public school open for all students who submit a timely application.

ACNW has no evidence that the school has not admitted students for any reasons. In fact, PACS focus is on serving all students.

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

☒ **Meets Standard**

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

- Due process protections
- Religious instruction prohibition
- Pupil Fair Dismissal Act
- Equitable discipline practices
- Family Educational Rights and Privacy Act
- Transfer of student records

☐ **Does Not Meet Standard**

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

Analysis:

The school substantially honors due process and privacy for all students.

PACs submits a parent/student handbook to ACNW annually. The handbook articulates the schools policies with regard to student conduct, student rights and harassment. There is not specific language related to bullying or the full discipline policy, those these are listed on the website. The policies of the school are in compliance with state statute.

The school must ensure that it consistently follows Pupil Fair Dismissal Act and training in this area is warranted. Specifically, if special education students are sent home, the school must complete due process.

Operations Indicator 5: Personnel Practices

5.1 Licensure: Is the school's staff appropriately licensed?
<input checked="" type="checkbox"/> Meets Standard The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to appropriate licensure of school staff.
<input type="checkbox"/> Does Not Meet Standard The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.
Analysis: A review of the school's STAR reports, annual reports and conversations with staff provide evidence that teachers are appropriately licensed and teaching assignments align with licensure areas.
5.2 Staff Retention: Does the school retain staff at a level that is conducive to operating a successful school?
<input checked="" type="checkbox"/> Meets Standard The school demonstrates stability in instructional and non-instructional staffing that is conducive to operating a successful school. This is evidenced by reasonable staff turnover rates.
<input type="checkbox"/> Does Not Meet Standard The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.
Analysis Staff retention has been historically high at PACS with the majority of staff remaining year after year. From FY17 to FY18 all staff returned.

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

☒ **Meets Standard**

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

- Open and fair hiring practices based on clear job descriptions
- Transparent and consistent evaluation and termination practices
- Conducting appropriate background checks on staff and volunteers
- Dissemination of a clear staff handbook

☐ **Does Not Meet Standard**

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

Analysis

Based on available data, PACS engages in appropriate and equitable hiring, evaluation and termination practices.

The school maintains and distributes an employee handbook which outlines the school's hiring practices and policies. Included in the handbook is the teacher evaluation process, explaining that the first three month are in essence a probationary period. Teachers will receive an annual performance review, though the handbook is not explicitly tied to the teacher evaluation process. The school has submitted a teacher evaluation process, which includes the rubric developed by Kim Marshall for use by the school. The school has been more explicit about the teacher evaluation process including the use of peer observations and evaluation systems which occur multiple times during the school year. Teachers would benefit from additional training on effective evaluation and feedback processes.

The school confirmed that background checks are completed on all newly hired staff.

Operations Performance Indicator 6: Compliance & Reporting

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

☒ **Meets Standard**

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

- Statutory and contractual requirements
- Report submitted to ACNW by deadline
- Posted to school website and distributed to stakeholders
- World's Best Workforce reporting requirements

☐ **Approaches Standard**

The school complies with applicable laws, rules, regulations, and provisions of the charter contract relating to charter school annual reports, but only after the school makes revisions in response to compliance feedback.

☐ **Does Not Meet Standard**

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

Analysis

The school has submitted its annual reports in a timely manner to ACNW and they have consistently been posted to the school's website in a timely manner.

The school's annual reports have typically been in compliance with statutory and contractual requirements, though the FY17 report had one compliance area that needed to be addressed.

6.2 Insurance: Does the school secure and maintain insurance coverages required by statute and the charter contract?

☒ **Meets Standard**

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

- Worker's compensation
- Unemployment
- Property
- Commercial general liability consistent with MN Stat. 124E.09 and MN Stat. 466.04
- Providing ACNW in a timely fashion with certificate of coverage that includes ACNW as certificate holder

☐ **Does Not Meet Standard**

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

Analysis

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

The school has appropriate coverage including up to \$2M General Aggregate Commercial Liability Coverage.

ACNW has no evidence to suggest that the school is not in compliance with this measure.

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

☒ **Meets Standard**

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant compliance and reporting requirements to the authorizer, state education agency, and federal authorities, including but not limited to:

- State reporting and applications: MARSS, STARS, UFARS, EDRS, Q Comp, DIRS, lease aid
- TRA/PERA
- School website
- Epicenter submissions to ACNW

☐ **Does Not Meet Standard**

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

Analysis

The school has substantially met authorizer and state compliance requirements. PACs has not met requirements of timely reporting to ACNW through Epicenter. The overall on-time percentage for the contract term has been 55%. The accuracy of those documents however, have met expectations with a 97% accuracy rate.

ACNW has no indication that the school has not met its reporting requirements to MDE or has not met its TRA/PERA obligations.

ACNW conducted a website review of the school in August 2017 and January 2018 and the website was in compliance with statutory and contractual requirements.

Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures

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

Ongoing Evaluation Criteria

ACNW evaluates schools in four primary areas:

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

Academic Performance

ACNW evaluates its authorized schools' academic performance on 11 primary indicators.

Following are the key questions each indicator addresses:

Indicator 1: Mission Related Outcomes	Are all students achieving significant academic and/or personal growth, knowledge and skill development, and accomplishments related to the school's mission?
Indicator 2: English Language Learners	Are EL students at the school achieving adequate progress towards English Language Proficiency?
Indicator 3: Reading Growth	Are all and subgroups of students meeting expected growth targets in reading?
Indicator 4: Math Growth	Are all and subgroups of students meeting expected growth targets in math?
Indicator 5: Reading Proficiency	Are all and subgroups of students achieving proficiency in reading?
Indicator 6: Math Proficiency	Are all and subgroups of students achieving proficiency in math?
Indicator 7: Science Proficiency (and Growth)	Are all and subgroups of students achieving proficiency in science? And, if applicable, are all and subgroups of students meeting expected growth targets in science?

Indicator 8: Proficiency or Growth in Other Curricular Areas or Educational Programs	Are all and subgroups of students achieving proficiency or meeting expected growth targets in other curricular areas or educational programs?
Indicator 9: Post Secondary Readiness	Are all and subgroups of high school students prepared for post secondary success?
Indicator 10: Attendance	Are students attending the school at high rates?
Indicator A: Federal and State Accountability	How is the school performing according to federal and state accountability measures?

Not all performance indicators are applicable to each school; for example, one indicator is only for high schools. A school will have a contractual goal in each applicable indicator area, and the school's performance on attaining these goals will be evaluated according to the measures defined in Exhibit G: Academic and Academic-Related Goals. Each measure is weighted to indicate its overall significance in fulfilling the primary purpose of charter schools as outlined in statute which is to improve all pupil learning and all student achievement. These weights are agreed upon by ACNW and the school and are included in Exhibit G. The school earns a rating on each measure based on the school's performance over the term of the contract. Each performance rating is assigned a point value according to the weight of the measure:

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

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

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

Improving all pupil learning and all student achievement is the most important factor ACNW will consider in determining contract renewal, which determination shall be based substantially on the school's attainment of its academic and academic-related goals identified in Exhibit G. See "Guidelines for Renewal Determination" below for more information.

Academic Performance Evaluations are completed annually and as often as deemed appropriate by ACNW.

Environmental Education Performance

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

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 30 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 INCOME			
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 INCOME			

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 INCOME			
Fund Balance at Beginning of the Year			
Net Income Year to Date			
Ending Fund Balance			

Exhibit S: Performance Improvement Plan – Probationary Contract

School Name: Pillager Area Charter Schools

*Below is a detailed action plan to address specific shortcomings that may exist in order to achieve the school's intended and required academic, financial, operational, and/or environmental education outcomes. This written plan outlines specific benchmarks related to the school's reauthorization evaluation, a specific timeline, and the person responsible for accomplishing 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 Reauthorization Evaluation (Exhibit O) and how they will be addressed during this contract term:

Academics

- A.1: Mission Related Outcomes
 - Addressed in Exhibit G
- A.4: Math Growth
 - Addressed in Exhibit G
- A.5: Reading Proficiency
 - Addressed in Exhibit G
- A.6: Math Proficiency
 - Addressed in Exhibit G
- A.9: Post-Secondary Readiness
 - Addressed in Exhibit G
- A.11: Attendance
 - Addressed in Exhibit G

Environmental Education

- EE.1 Curriculum and School Culture
 - Addressed below
- EE.2 Exposure to Natural Environments
 - Addressed through Exhibit H
- EE.3 Promote Environmental Stewardship
 - Addressed through Exhibit H

- EE.4 Mission or Community Related EE goals
 - Addressed below
- EE.7 Environmental Literacy
 - Addressed through Exhibit H

Financial

- F.1.2: Financial Policies and Practices
 - Addressed below
- F.1.3: Financial Reporting
 - Addressed below
- F.1.4: Financial Audit
 - Addressed below
- F.3.2: Total Margin/Aggregated 3-Year Margin
 - Addressed below

Operations

- O.1.2: Instruction and Assessment
 - Addressed below
- O.2.1: Board Composition and Capacity
 - Addressed below
- O.2.2: Board Decision-Making & Oversight
 - Addressed below
- O.2.3: Management Accountability
 - Addressed below

Milestone	Indicator(s) Addressed	Description of strategies and /or activities designed to meet the identified milestone.	Timeline	Person(s) Responsible
School creates a positive social and academic environment to support environmental literacy.	EE.1	<i>How will the school create a school-wide culture of environmental sustainability and stewardship that is observable throughout the school and readily evident when interviewing students, leadership, and faculty?</i>		
	EE.1	Instructional staff at PACS will complete professional development specific to implementation cross	At least 1 such training per year	EE Coordinator (Spencer)

		curricular and higher levels of Environmental Education practices. These trainings will be sought out by the EE coordinator and passed along to staff.		
	EE.1	Students will be actively involved, as measured by project completion and Bridges Academy completion in school wide initiatives to make the operations of the school more sustainable, including energy efficiency, recycling programs, food waste composting, water use efficiency, native landscaping, and Greenhouse programs.	Ongoing	EE Coordinator / Facilities Coordinator (Spencer)
	EE.1	PACS will develop a greenhouse curriculum that expands the use of the greenhouse from its current plant sale to a harvest program resulting in longer term learning/credit earning opportunities for students including summer school programs. This will also increase our community involvement by marketing our program and distributing food.	September 2019	Curriculum Coordinator (Spencer)
School adapts environmental education to the needs and unique aspects of the school community.	EE.4	<i>How will the school integrate environmental education with its mission, vision, and educational approach?</i>		
	EE.4	PACS will continue developing teacher-guided, cross-curricular projects as part of its curriculum, with clear objectives and outcomes tied to the MN standards. Projects will incorporate environmental content as well as environmental education practices.	October 2018	EE Coordinator (Spencer)
	EE.4	PACS will continue working with the Central Lakes College Bridges Academy program to develop benchmarks of achievement to recognize students that have shown mastery of environmental content and skills, with a goal of five students/year	June 2019	EE Coordinator (Spencer)

		completing the necessary requirements for at least one Bridges Academy.		
	EE.4	PACS will dedicate two of its six session themes specifically to environmental stewardship/sustainability themes.	Ongoing	EE Coordinator (Spencer)
	EE.4	PACS will continue to incorporate field experiences into its curriculum, offering students opportunities to explore content and skills they learn outside of the classroom walls. Students will reflect on how these experiences influence their career choices, as well as how these field experiences fit into the three spheres of sustainability (environmental, social, and economic).	Ongoing	EE Coordinator (Spencer)
	EE.4	PACS will incorporate the knowledge of community experts into its curriculum, by inviting experts in their fields to work with our students to develop and complete projects related to their line of expertise. Emphasis will be put on sharing career information and skill development as well as content knowledge. PACS' goal will be to incorporate two community experts into projects per year through networks that have been established (MN Master Naturalists, MN Master Gardeners, MN Phenology Network, Bridges Academies)	June 2019, then ongoing	EE Coordinator (Spencer)
School implements appropriate financial policies and practices.	F.1.2	<i>Provide a plan for how the school will develop and adopt additional policies and procedures to strengthen internal controls, including a credit card use policy. Include how the board will ensure policies are implemented with fidelity, and how the school will monitor this.</i>		
	F.1.2	The Pillager Area Charter School Board of Directors	At least two such	Board

		will increase financial oversight training for themselves and others to become more involved in oversight and implementation of financial procedures and policies. Training sources include ACNW, MACS, and others.	trainings per year.	Chairperson (Greg)
	F.1.2	Pillager Area Charter School will revise/adopt a credit card use policy.	Completed	Bookkeeper (Bianca)
School receives an unqualified/unmodified audit opinion absent significant deficiencies or material weakness.	F.1.4	<i>Provide a plan to address audit findings and to ensure there are no repeat finding in future audits.</i>		
	F.1.4	The treasurer of the board of directors will be trained in on balancing the checkbook, taking another duty away from the bookkeeper. This is an effort to address the limited segregation of duties finding 2012-001	February 2019	Bookkeeper (Bianca)
	F.1.4	The finance committee will increase meetings to six per year during which time, a random check or credit card purchase will be audited completely. Minutes of these meetings will be documented and reviewed along with annual financial statements during regularly scheduled board meetings. This is an effort to address Finding 2012-002: Financial Statement Preparation	6 per year beginning in FY 19 and ongoing	Bookkeeper (Bianca)
School operates with an annual surplus.	F.3.2	<i>How will the board consider and document plans to invest the school's fund balance to support better outcomes for students while also considering the school's financial health and sustainability?</i>		
	F.3.2	The Pillager Area Charter School board of directors will approve balanced budgets based on predicted	June 2018 and ongoing	Board of Directors

		enrollment. This means we will further develop strategies to increase enrollment including public relations outreach, increasing community involvement, increasing multimedia awareness, increasing social media presence, and updated website. The board will also identify needs for updating facilities, technology, and retaining staff in order to more effectively deliver our curriculum, and use appropriate revenue surpluses and fund balance to invest in these resources.		PR Committee & Communication Coordinator
	F.3.2	Pillager Area Charter School will maintain a 25-30% fund balance in order to ensure longevity for our small school	Ongoing	Board Chair/Bookkeeper (Greg/Bianca)
	F.3.2	Research and identify the steps needed to expand to grades 7-12.	June 2020	Lead Teacher and Facilities Coordinator (Greg/Spencer)
Implementation of programming that focuses on student achievement.	0.1.2	<ul style="list-style-type: none"> Explain the school's instructional leadership model, including how teachers are held accountable and how the school plans to maintain rigor and consistency across the program. 		
	0.1.2	Pillager Area Charter School is a teacher-powered school. We have a lead teacher as well as a curriculum coordinator. Job descriptions will be reevaluated to fit the new teacher-powered model to ensure all administrative and instructional tasks responsibilities, along with student achievement are addressed. (See Attachment A: PACS Job Descriptions 2017-2018.)	Completed	Lead Teacher and Curriculum Coordinator (Greg/Spencer)
	0.1.2	A third party will be solicited to assist in solidifying our teacher evaluation system. This person will also	Completed	Lead Teacher and Curriculum

		<p>conduct classroom observations and be involved in the evaluation process.</p> <p>A teacher evaluation process will be implemented that meets statute but also is purposeful in improving instruction and assessment of learning. A formal policy including protocols will be drafted in writing. (See <i>Attachment B: Teacher Evaluation Process</i>.)</p>		Coordinator (Greg/Spencer)
	0.1.2	<p>Teachers will be held accountable to the following:</p> <p>35% Observation/Engagement</p> <ul style="list-style-type: none"> → Rod Haenke will complete this part of the evaluation with some collaboration from Greg on sections that are not observable during a daily visit such as attendance, professionalism, relationships, outreach, etc. (15%) → Teachers will conduct a self-evaluation. Lead teacher will review the evaluation with individual teachers and give feedback as appropriate. Rod Haenke will conduct such a meeting with the lead teacher. Curriculum leader may be involved with this meeting as well. (20%) Teachers must average a 2.0 out of 4.0 based on the school adopted teacher observation rubric. <p>35% Growth plan</p> <ul style="list-style-type: none"> → Teachers will be evaluated on their individual growth plan. Lead teacher will also meet individually with teachers on this document. <p>30% Student Learning Goals</p> <ul style="list-style-type: none"> → NWEA Reading Goal met as per Academic goals with ACNW (10%) → NWEA Mathematics Goal met as per Academic goals with ACNW (10%) → NWEA Science Goal met as per Academic goals with ACNW (10%) <p>Not meeting goals will result in a performance</p>	September 2018	Lead Teacher

		improvement plan.		
	0.1.2	• <i>Provide a professional development plan for teachers that is designed to increase student achievement, student engagement, and teacher's expectations.</i>		
	0.1.2	Teachers will complete personalized professional development plans using a universal school template prior to each school year. PD goals will also contain a school wide initiative which teachers will work towards achieving together but will be evaluated on individually.	Individual PD template design by September 2018	Lead Teacher (Greg)
	0.1.2	PD specific to improving in this area will be sought out and organized by the school. For example: For FY19, our goal will revolve around identifying concrete assessment tools and strategies that provide meaningful feedback for both students and teachers.	August 2018 and Ongoing	Lead Teacher (Greg)
	0.1.2	• <i>Describe how the school will use student academic data (a combination of formative and summative assessment) to drive instruction and student achievement.</i>		
	0.1.2	The assessment data collected from NWEA as well as curriculum-based measures described above will be used to guide instruction. Instructional staff will evaluate tools used and data collected during teacher inservices (6 times/year). During our 6 PLC meetings we will evaluate the assessments by triangulating data between NWEA scores, these formative assessments, and daily grades. PLCs ask three key questions: What do we expect students to learn? How will we know if they have learned? What will we do if students don't learn? Progress towards meeting academic goals outlined in	6 times per year starting in October 2018	Lead Teacher and Curriculum Coordinator (Greg/Spencer)

		Exhibit G will be used as a benchmark.		
	0.1.2	• <i>Explain how the school uses academic data (e.g. NWEA MAP assessments) to set learning goals with students.</i>		
	0.1.2	Staff will conduct training on better ways to utilize NWEA data to drive instruction using online resources as well as other curriculum tools. Staff will conduct training on how to better communicate NWEA results and their meaning to students and families.	June 2019	Lead Teacher (Greg)
		Pillager Area Charter School will create a list of learning targets that coincide with students' graduation credit requirements. Instructional staff will emphasize learning target mastery rather than credit earning as a means to promote student achievement. Projects and lessons will be designed to contain specific learning targets which students can track progress towards achieving. Credits awarded will be based on mastery of a learning target. NWEA, MCA, curriculum-based, and post-secondary readiness assessments will all provide indicators of student achievement.	June 2019	Curriculum Coordinator (Spencer)
	0.1.2	• <i>Provide the school's remediation and acceleration practices. How is the school working to provide individual students with the support they need to achieve academically?</i>		
	0.1.2	Instructional staff will conduct an action research initiative to improve assessment in order to better determine acceleration and/or remediation in a purposeful and timely manner. Our research question is: What are effective ways to give students formal	Action research during FY19	Curriculum Coordinator (Spencer)

		feedback within the context of an instructional period that assesses their grasp of the concept or skill and at different levels and that is followed up on and used as credit currency, remediation, and/or acceleration and informs instruction? We will each try different approaches and share our results during PLCs.		
		Students will alter their learning target goals if deemed necessary for upcoming session(s) based on results. This could influence class and project selection.	FY 20 and ongoing	Curriculum Coordinator (Spencer)
School board demonstrates the capacity to effectively govern a successful charter school.	0.2.1	<ul style="list-style-type: none"> <i>Provide a plan for the mechanisms and/or practices the board will put in place to ensure that it is strengthening its capacity to implement all aspects of charter school governance, beyond just the statutorily required elements, specifically as it relates to the academic program.</i> 		
	0.2.1	The board will routinely analyze progress on academic goals as a regular agenda item. We will seek specific training on how a board should use and respond to academic data.	Ongoing	Board Chair and Committee members
	0.2.1	Board members will conduct a self-evaluation in order to identify training that will most benefit board member growth and competency.	September 2018	Board Chair
	0.2.1	<ul style="list-style-type: none"> <i>Include in this plan how the school will track both new and annual board member training.</i> 		
	0.2.1	We will maintain a running record throughout the year that contains dates, who offered the training, and what area it was in.	Ongoing	Board Secretary

	0.2.1	• <i>Provide an annual board training plan for the 2018-2019 school year.</i>		
	0.2.1	Board members will be encouraged to attend the ACNW Leaders Retreat.	November 2018	Board Chair
	0.2.1	A minimum of three additional trainings will be identified and scheduled based on results from board member self-evaluations. These trainings will take place within the structure of regular meetings as much as possible. Board members will be expected to attend recommended trainings.	September 2018-May 2019	Board Chair
Board engages in appropriate decision-making and oversight through effective and transparent board meetings.	0.2.2	• <i>Provide a plan for how the school will establish clear performance expectations for the academic program of the school. How will the board monitor progress and evaluate performance relative to those goals?</i>		
	0.2.2	Addressed in Academic Performance Goals (Exhibit H)	June 2018	Lead Teacher
	0.2.2	Academic Goals report is reviewed at each and every board meeting along with reflection.	Ongoing	Board Chair
		• <i>Revise the school's bylaws so they are consistent with statutory requirements and ACNW expectations.</i>		
	0.2.2	Bylaws will be revised so they are consistent with statutory requirements and ACNW expectations.	In progress	Board Chair
		• <i>Establish a policy review cycle, and submit an annual or three-year calendar to ACNW.</i>		

	0.2.2	An annual policy review calendar will be created and submitted to ACNW.	September 2018	Board Secretary
	0.2.2	<ul style="list-style-type: none"> The school will comply with MN Open Meeting Law, especially as it pertains to quorum. 		
	0.2.2	This confusion will be clearly defined through the bylaw revision process. Board members will be made aware of policies and appropriate training will take place for new members.	June 2018 and ongoing	Board Chair
Board holds management accountable for clear and measurable outcomes.	0.2.3	<i>Provide a policy, process, and timeline for evaluating school leadership, with the primary focus being on academic outcomes.</i>		
	0.2.3	These will be developed and communicated with appropriate staff as well as board members. These procedures will be refined as part of our professional development goals for the FY19 school year. All staff containing administrative roles within their job description will be subject to evaluation. (See attachment)	July 2018	Lead teacher/ Curriculum Coordinator/ Board Chair
	0.2.3	This is a very new model and there are few examples to point to. As a charter school exploring an innovative model of leadership, we request some time to develop a thoughtful approach. But this plan will be ready for implementation by the beginning of the 2018-2109 school year.	August 2019	Lead teacher/ Curriculum Coordinator/ Board Chair

Lead Teacher

Instructional Duties

- Facilitate the achievement of the goals and objectives of the PACS program as written into the school's annual report
- Supervise all instructional staff, which involves but is not necessarily limited to:
 - Conduct ongoing formative evaluations of teaching staff including walk throughs of each classroom at least weekly, giving teachers feedback and input.
 - Facilitate at least one formal/summative evaluation with each teacher each year.
 - Schedule and conduct teacher evaluations and keep records.
- Guides professional learning community work, assuring the job embedded professional development is focused on improvement of student learning.
- Co-facilitate Professional Learning Community Work
- Assist curriculum coordinator in meeting student achievement goals.
- Coordinate and participate in peer evaluations and feedback discussions
- All other duties required of a general education teacher.

Administrative Duties

- Facilitate PACS staff development planning and implementation
- Manage the approved budgets for the school program and other grant dollars.
- Provide leadership in the areas of recruiting, hiring, and the professional growth of all PACS staff.
- Work closely with board of directors in areas of budget and finance, policy and compliance, communication and networking, and fundraising.
- Provide clear and timely communication with the Charter Authorizer (ACNW)
- Contribute to reports with the help of the office administrator and bookkeeper for federal grants and district and school improvement plans; compatibility report, performance reports, and other reports as requested or required
- Focus on achieving and maintaining enrollment targets.
- Ensure policies are in place and followed.
- Staffing
- Provide financial direction along with accountant and board members.
- Be the lead voice for direction and innovation of program
- Develop and maintain personal learning plan and portfolio record keeping system
- Work with public relations coordinator as needed
- All other duties as assigned by the board of directors

General Education Teacher

- Review lesson plans to ensure all lessons have learning targets and are focused on student achievement goals.
- Review assessments to ensure data is being used to inform instruction on a daily basis and for meeting individualized student learning goals.
- Conduct ongoing formative evaluations of teaching staff including walk-throughs of each classroom at least weekly, giving teachers feedback and input.

- Contributes to reports with the help of the Consultant for federal and state grants and district and school improvement plans; comparability report, performance reports and other reports as requested or required.
- Review lesson plans in PLCs to make sure all lessons have learning targets and focused on student achievement goals.
- Develop projects and field studies.
- Develop lessons and teacher led projects within and across discipline areas.
- Align lessons, field studies, and projects to MN state standards and school mission.
- Work with advisees and parents to individualize instruction and plans for success.
- Maintain communication with parents regarding student attendance, progress, etc.
- Attend state MAAP Conference and other professional development opportunities as recommended.
- Participate in peer evaluation process.
- Contribute to report writing as directed.
- Accompany field studies.
- Assist curriculum coordinator in meeting student achievement goals.
- Work with communications coordinator as needed.
- All other duties assigned by the board of directors or lead teacher.

Curriculum Coordinator

- Assuring that instructional models are followed
- Evaluates, develops and coordinates goals and objectives for school academic and curriculum improvement plans
- Identifies and implements scientifically research-based curriculum, classroom practices and professional development to offer the greatest opportunities for improvement of student achievement
- Makes sure curriculum is mapped, aligned to standards and aligned to credit/graduation requirements
- Makes sure that curriculum is organized to meet learning goals of students over the course of the year and broken up into monthly units of instruction, which then also guide weekly and daily lesson plans
- Work closely with and provide guidance to the PACS Board of Directors in the areas of budget and finance, policy and compliance, communication and networking, and fundraising
- Provide clear and timely communication with the Charter Authorizer (ACNW)
- Makes sure that curriculum is organized to meet learning goals of students over the course of the year are broken up into session units of instruction and credit worthy courses
- Schedules courses, field studies and online curriculum into a three-year course of study for students aiming towards graduation
- Lead voice for direction and innovation of program
- Provide character, team-building, and college/career readiness activities for advisors
- Make sure curriculum is organized to meet learning goals over the course of the year and broken up into units of instruction for a three year course cycle

- Provide and discuss best practices to be used through all areas of curriculum

Communications Coordinator

- Liaison with the surrounding areas educational communities to provide support services to our students and their families.
- Assist in development, administration, and collection of surveys, forms, and questionnaires.
- Ensure at least one article is included in a media source once each 6 week term highlighting trips, projects, etc.
- Communicate with parents to coordinate family events and parent meetings.
- Plan and schedule parent events.
- Work with webmaster to keep website current with recent photos, articles, successes and highlights.
- All other duties as assigned by the board of directors or lead teacher.

Office Administrator

Reception

- Answer phones, make calls as assigned
- Graduation coordination
- Assist Public Relations Coordinator
- Mailings as assigned

Office Coordination

- Schedule intake and other student/parent appointments
- Typing and maintaining school district policies, letters of assignment, civil rights data collection report, Epicenter submissions, board pre-meeting packet mailings, update employee files, etc.
- SPED tuition agreements, SPED service hours
- Coordinate with district director and lead teacher to enter forms, waivers, etc. on MDE systems
- Maintain school calendar
- Maintain all site-based data in electronic database; monitor recordkeeping procedures and data files for accuracy
- Assist in development, administration, and collection of surveys, forms, and questionnaires.
- Lead production of all reports due to authorizer, MDE, Title, etc.
- Work closely with and provide guidance to the PACS Board of Directors in the areas of Budget and Finance, Policy and Compliance, Communication and Networking, and Fundraising
- Provide clear and timely communication with ACNW
- Work with communications coordinator as needed.

- Contribute to reports for federal and state grants and district and school improvement plans; comparability reports, performance reports and other reports as requested and required.
- Ensure all health codes involving meal program are met

Student Assignments

- Maintain intake packets, transcripts, student credits, credit conversion, disciplinary incident reporting system, Minnesota Student Survey, keep student immunization information, etc
- MARSS – Minnesota Automated Reporting Student System
- Student ID Systems
- Student account creation in Odysseyware and Google

Other duties as assigned

- Purchase/Order supplies for students and administration
- Coordination of student lunch program
- All other duties as assigned by the board of directors or lead teacher
- Attend state MAAP Conference and other professional development opportunities as recommended

District Assessment Coordinator

- Oversee student test administration and coordination of all logistics including organization of assessment materials and scheduling.
- Develop calendar of data events for assessments.
- Stay up to date on MDE requirements and attend all mandated MDE trainings for Assessment Coordinators.

Site Assessment Coordinator

- Assist DAC with assessment compliance
- Assist DAC with scheduling and tracking results
- Assist in preparing technology for testing
- Proctor test sessions when DAC is not available
- Ship and receive testing materials
- Oversee student test administration and coordination of all logistics including organization of assessment materials and scheduling
- Develop calendar of data events for assessments
- Attend training sessions as needed
- All other duties as assigned by the board of directors or lead teacher

Bookkeeper

- Track budget as directed by school board
- Ensure funds are being used appropriately along with school board
- Payroll – including payment of liabilities, ACH
- Sick leave coordination – track forms, enter data

- Receivables and Payables – make payments, record receivables
- File – maintain records for auditors, etc.
- Software knowledge – SmartHR, SmartFin, EDRS, SPED, STARS, MDE, etc.
- Minutes – take minutes at school board meetings
- Coordinate contracted services
- Work with communications coordinator as needed.
- Contribute to reports for federal and state grants and district and school improvement plans; comparability reports, performance reports and other reports as requested and required.
- Manage the approved budgets for the school and other grant dollars.
- All other duties as assigned by the board of directors or lead teacher

Paraprofessional

- Assist with teacher led projects
- Assist students in the classroom as per IEP
- Attend state MAAP Conference and other professional development opportunities as recommended
- Participate in field study experiences as requested
- All other duties as assigned by the board of directors or lead teacher

Special Ed Teacher

- Assist in development, administration, and collection of surveys, forms, and questionnaires.
- Coordinate contracted services
- Maintain communication with parents regarding student attendance, progress, etc.
- Attend state MAAP Conference and other professional development opportunities as recommended.
- Provide counseling for students as per IEP
- Liaison and reporter to other organizations
- Develop and lead instruction aligned to MN state health standards
- Troubled-student counselor
- Relay important information regarding students to teachers
- Conduct Search Institute Survey
- All other duties as assigned by the board of directors or lead teacher

Art Instructor

- Design and conduct lessons aligned to Mn state art standards
- Coordinate with general ed teachers to schedule class time
- Align art projects to school mission by using recycled and reused materials
- Work with public relations coordinator as needed
- All other duties as assigned by the board of directors or lead teacher

Bus Driver

- Run am and pm bus routes

- Communicate route times and stops to students including any changes
- Maintain proper licensure
- Keep accurate and up to date vehicle logs
- Conduct pre-trip inspections and/or make sure staff are trained in doing so
- Assist transportation coordinator with vehicle inspection procedures
- All other duties as assigned by the board of directors or lead teacher

Webmaster

- Maintain website in order to promote Pillager Area Charter School
- Ensure website is compliant with statute and authorizer requests
 - Board minutes, meeting dates and times, contact info, etc
 - All other duties as assigned by the board of directors or lead teacher

Technology Consultant

- Conduct maintenance and updates on school computers and other technology
- Ensure all devices are prepared for testing sessions
- All other duties as assigned by the board of directors or lead teacher

Environmental Mission Match Coordinator

- Design and track lessons, projects, and field studies aligned to environmental mission match requirements
- Ensure we access \$500 mission match funds from Audubon annually
- Attend environmental mission match trainings
- Author environmental mission match portion of annual reports
- All other duties as assigned by the board of directors or lead teacher

Facilities Coordinator

- Ensure all building codes and safety requirements are met, including but not limited to:
 - Fire Safety
 - Water Testing
 - Accessibility
- Conduct maintenance of facilities and equipment.

Pillager Area Charter School Teacher Evaluation Process

For the FY18 school year, Pillager Area Charter School has adopted a teacher powered school model. We have four general education teachers along with support staff that carry out all of the duties of running the school. Our teacher evaluation process is as follows:

1. Each general education teacher is assigned a peer observer at the beginning of the year. This results in each teacher learning from a new partner every three years.
2. Together, they discuss professional development goals for the remainder of the school year.
3. Potential upcoming trainings to help achieve these goals will be discussed.
4. For each of our six sessions, peer partners schedule one observation day.
5. Prior to each lesson, peer partners discuss potential challenges and things to look for during the lesson.
6. Debriefing time is provided after the school day.
7. A second large group debriefing is scheduled during our inservice weeks which occur after each of the six sessions.
8. We dedicate a minimum of ½ a day during our inservice week to provide training we feel will be beneficial towards all in meeting professional development goals.
9. In the spring, each teacher will receive a summative evaluation based on cumulative data collected by their peer partner as well as 2 observations by the lead instructor.
10. This data is stored electronically.
11. Future goals are set. If adequate progress is not made, timelines for improvement and potential consequences are discussed individually.

We have a common rubric used for all observations as well as a guiding question tool. See attachments.