

CHARTER SCHOOL CONTRACT AMENDMENT

BETWEEN

Audubon Center of the North Woods – the AUTHORIZER

AND

North Lakes Academy – the CHARTER SCHOOL

1. This amendment (the "Amendment") is made by the **Audubon Center of the North Woods** (hereinafter "the AUTHORIZER") and **North Lakes Academy** (hereinafter "the CHARTER SCHOOL") parties to the Charter School Contract which was fully executed on July 1, 2015 (the "Agreement").

2. The Agreement is amended as follows:

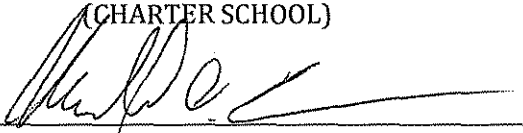
- A. The original Exhibit C: Bylaws is replaced in its entirety by the revised Exhibit C: Bylaws dated November 20, 2017.
- B. The original Exhibit G: Academic and Academic-Related Goals is replaced in its entirety by the revised Exhibit G: Academic and Academic-Related Goals dated September 14, 2017.
- C. The original Exhibit H: Environmental Education Goals is replaced in its entirety by the revised Exhibit H: Environmental Education Goals dated July 1, 2017.
- D. The original Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures is replaced in its entirety by the revised Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures dated October 10, 2017.

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

4. COUNTERPARTS

This Agreement may be executed in counterparts.

North Lakes Academy
(CHARTER SCHOOL)

By 
(Signature)

President, Board of Directors
Title

Michael A. Nosser
(Print Name)

1/22/2018
Date

Audubon Center of the North Woods
(AUTHORIZER)

By 
(Signature)

Director of Charter School Authorizing
Title

David Greenberg
(Print Name)

2/1/2018
Date

North Lakes Academy Charter School

Policy #: 001

Policy Name: Bylaws

Adopted: September 28, 2007

Revised: June 28, 2010, November 13, 2012, April 9, 2013, October 14, 2014, March 24, 2015, September 22, 2016, November 20, 2017

Reviewed:

ARTICLE I – GENERAL GOVERNANCE

Section 1 – The Board members of North Lakes Academy Charter School (hereafter “NLA”) shall be the only members therefore, and persons elected to the Board of Directors shall automatically become members of NLA for the duration of their terms as Directors.

Section 2 – The Board will follow statutes defining Board structure as specified in the Minnesota Statutes, Chapter 124E. The Board will follow open meeting law as defined in Chapter 13D.01.

Section 3 – The Board consists of no more than nine (9) and not less than five (5) members. In accordance with Minnesota Statutes, Chapter 124E, the Board will consist of at least one (1) licensed instructional teacher, one (1) parent or legal guardian of an enrolled student, and one (1) interested community member who resides in Minnesota.

Section 4 – The Board of Directors will reserve the following minimum number of positions for members of the eligible voting groups in Article I, Section 3 in agreement with the following distribution: Five (5) teacher members, one (1) parent member, and one (1) community member.

- The five (5) positions reserved for licensed classroom teacher members will be filled by two (2) teachers from each of the district’s two campuses, with the final one (1) teacher position filled by a teacher from either campus.
- Two (2) additional positions will be open to the election/appointment from either the parent or community member voting groups described in Section 3 as long as the statutory minimums therein have been met.

Section 5 – Effective in the spring of 2018, elections will be held between the months February and April in conjunction with the spring parent-teacher conference schedule in accordance with Board–approved policies.

- Even year elections would elect two (2) teachers with a two (2) year term, one (1) parent member with a two (2) year term, one (1) community member with a two (2)

year term, and one (1) member who meets the requirements as a parent or community member position with a two (2) year term, as described in Section 4.

- Odd year elections would elect three (3) teachers with a two (2) year term, and one (1) member who meets the requirements as a parent or community member position with a two (2) year term, as described in Section 4.
- All parents and legal guardians of students at North Lakes Academy and all staff employed by NLA shall be eligible to vote in these elections. Currently seated members of the Board of Directors are also eligible to vote.
- In the event that all candidates are unopposed on the ballot, the Board Chair may forego an election and choose to declare all such candidates successful in their bid for office. In accordance with School Board policies, no write-in candidates for any election or office will be accepted.

Section 6 – The Board shall include non-voting ex-officio members to be filled by the Executive Director and the Finance Director.

Section 7 – Special meetings of the members may be called by the Chair of the Board of Directors and must be called upon the written request of any member. The notice of any special meeting shall state the time and place of such meeting and the purpose therefore.

Section 8 – It shall be the duty of the Secretary to provide notice of each special meeting, state the purpose thereof, as well as the time and place it is to be held, to each member of NLA, not less than three (3) but not more than thirty (30) days prior to such meeting. Acceptable forms of notice include mail, e-mail, and/or on the district website. The provision of a notice in the manner provided in this section shall be considered due service of notice as required by statute.

Section 9 – Meeting of the NLA Board shall be open to the public in accordance with Minnesota Statute, Chapter 13D. In addition to notifying the members, the secretary is responsible for posting and distributing the official meeting notification to Board members and the public.

Section 10 – At every meeting of the members, each member present shall have the right to cast one vote on each question and never more than one vote.

Section 11 – Any member may resign from the NLA Board by delivering a written resignation to the Chair of the Board of Directors or the Secretary, and such written notice shall constitute a resignation.

ARTICLE II – BOARD OF DIRECTORS

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

Section 2 – At the adoption of these bylaws and until a resolution is adopted according to statute by the members otherwise providing the number of the Directors may not be changed from the composition reflected in Article I, Section 3.

Section 3 – Meetings of the Directors shall be held at a suitable place convenient to the members of the Board of Directors and as designated by the Board of Directors.

Section 4 – At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business. The actions of the majority present at the meeting shall be the act of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting for a new meeting at a later date. If a quorum is lost during a meeting, the meeting may continue as long as business is not transacted.

Section 5 – The annual meeting shall be held in conjunction with the submission of the Annual Report to the Board of Directors (October-November).

Section 6 – Vacancies in the Board of Directors below the minimum number of Directors as stated in Article I, Section 3 shall be filled by appointment by the Board Chairperson with confirmation by a majority vote of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed shall be a Director, and serve the remainder of the term of the Director who was replaced.

- Other vacancies below the maximum number of Directors as stated in Article I, Section 3 may be filled by appointment by the Board Chairperson with confirmation by a majority vote of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed shall be a Director, and serve the remainder of the term of the Director who was replaced.
- the distribution of terms established by Article I, Section 4, including the balance of teacher positions between district campuses, will be preserved by any such appointment.

Section 7 – No compensation shall be paid to Directors for their services as a Director. Reasonable remuneration may be paid to the Director for services performed for NLA in any other capacity, and consistent with state law.

Section 8 – The Directors shall not enter into on NLA’s behalf, any contract, transaction or act, or carry any activity not permitted to be made, entered into or carried on by any organization exempt from tax under the section 501(c)(3) of the Internal Revenue Code of 1954, as now constituted or hereafter amended, or by any organization, contributions to which are deductible under the section 501(c)(3) of the Internal Revenue Code of 1954, as now constituted or hereafter amended. In addition, the Directors shall not make, enter into or carry on any activity which could cause NLA to be deemed a private foundation within the meaning of Section 509 of the Internal Revenue Code of 1954, as now constituted or hereafter amended.

Section 9 – No officer, trustee, or Board member will vote on his/ her personal employment contract, including compensation, or any such agreement for relatives or other related parties.

Section 10 – As stated in Minnesota Statute, Chapter 124E.07, Subdivision 7 – “Every charter school board member shall attend annual training throughout the member's term on the board. All new board members shall attend initial training on the board's role and responsibilities, employment policies and practices, and financial management. A new board member who does not begin the required initial training within six months after being seated and complete that training within 12 months of being seated on the board is automatically ineligible to continue to serve as a board member. The school shall include in its annual report the training attended by each board member during the previous year.”

Section 11 – Any teacher serving on the Board or a Board appointed committee shall not have their employment terminated or non-renewed for the period of their term, as well as 12 months after leaving the Board, without a two thirds majority vote of the full Board.

ARTICLE III – OFFICERS

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

Section 2 – The officers of NLA shall be elected annually by a majority vote of the Board of Directors at the first regularly-scheduled Board meeting following the annual elections according to Article I.5.

Section 3 – Upon an affirmative vote of a majority of the members of the Board of Directors, a member’s role as an officer may be removed, either with or without cause, and his/her successor can be appointed by an affirmative vote of a majority of members of the Board of Directors at any regular meeting of the Board of Directors or special

meeting of the Board of Directors. Such removal is without prejudice to any contract rights, if any, which such officer may have with NLA.

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

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

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

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

Section 8 – Any Director may be elected by the Board to be authorized on behalf of NLA to endorse for collection of checks, notes, or other obligations and shall deposit the same to the credit of NLA at such banks or depositories as the Board of Directors may designate.

ARTICLE IV – CONTRACTS, CHECKS, DEPOSITS AND FUNDS

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

Section 2 – All checks, drafts, or orders for payment of money, notes, or other evidence of indebtedness issued in the name of NLA shall be signed by such office or officers,

agent or agents, of NLA and in such manner as shall from time-to-time be determined by the Board of Directors, such instruments may be signed by any two of the officers.

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

ARTICLE V – FISCAL YEAR

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

ARTICLE VI – AMENDMENT OF THE ARTICLES OF INCORPORATION OR BYLAWS

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

ARTICLE VII – RULES GOVERNING MEETINGS

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

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

The Undersigned does hereby certify:

1. That he or she is the duly elected and acting Chair of the Board of Directors of North Lakes Academy Charter School, a Minnesota nonprofit corporation; and
2. That the foregoing Bylaws, comprising six (6) pages, including this page, constitute the Bylaws of said corporation, as duly adopted at a meeting of the Board of Directors therefore, duly held on Tuesday, March 21st, 2017.

In witness thereof, I have here unto subscribed by name this March 21st, 2017.

Chairperson of the Board of Directors

North Lakes Academy
Exhibit G: Academic and Academic-Related Goals
Contract Period July 1, 2015 through June 30, 2020
Updated September 14, 2017

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	8
2: English Language Learners	N/A
3: Reading Growth	16
4: Math Growth	16
5: Reading Proficiency	14
6: Math Proficiency	14
7: Science Proficiency (and Growth)	8
8: Other Proficiency or Growth	N/A
9: Post Secondary Readiness	16
10: Attendance	8
Overall	100

Indicator 1: Mission Related Outcomes

8 Points

School Goal: *Over the period of the contract, students at North Lakes Academy (NLA) will demonstrate increased emotional intelligence based on successful completion of the Becoming Curriculum.*

Performance Ratings	Measure 1.1 [CCR] – 8 Points: From FY16 to FY19, the aggregate percentage of students who achieve a passing grade in the Becoming Curriculum courses (TLC, Possibilities, Post-Secondary Prep, and Service Learning) will be at least 90%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 95%.		
Meets Target (x1.0)	The aggregate percentage is at least 90%.		
Approaches Target (x0.5)	The aggregate percentage is at least 80%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 2: English Language Learners

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

16 Points

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

Performance Ratings	Measure 3.1 [CCR] – 4 Points: From FY15 to FY19, the average growth z-score for all students on state accountability tests will be equal to or greater than 0.00.	Result:	
Exceeds Target (x1.5)	The average growth z-score is equal to or greater than 0.50.		
Meets Target (x1.0)	The average growth z-score is equal to or greater than 0.00.		
Approaches Target (x0.5)	The average growth z-score is greater than -0.50.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 3.2 [CCR] – 4 Points: From FY15 to FY19, the aggregate percentage of students who achieve a positive z-score on state accountability tests will be greater than 50.0%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is greater than 50.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 40.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 3.3 [CCR] – 8 Points: From FY16 to FY19, the aggregate percentage of students in grades 5-10 who meet their fall to spring NWEA RIT expected growth target will be at least 55%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 65%.		
Meets Target (x1.0)	The aggregate percentage is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 4: Math Growth

16 Points

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

Performance Ratings	Measure 4.1 [CCR] – 4 Points: From FY15 to FY19, the average growth z-score for all students on state accountability tests will be equal to or greater than 0.00.	Result:	
Exceeds Target (x1.5)	The average growth z-score is equal to or greater than 0.50.		
Meets Target (x1.0)	The average growth z-score is equal to or greater than 0.00.		
Approaches Target (x0.5)	The average growth z-score is greater than -0.50.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 4.2 [CCR] – 4 Points: From FY15 to FY19, the aggregate percentage of students who achieve a positive z-score on state accountability tests will be greater than 50.0%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is greater than 50.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 40.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 4.3 [CCR] – 8 Points: From FY16 to FY19, the aggregate percentage of students in grades 5-10 who meet their fall to spring NWEA RIT expected growth target will be at least 55%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 65%.		
Meets Target (x1.0)	The aggregate percentage is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 5: Reading Proficiency

14 Points

School Goal: <i>Over the period of the contract, students at NLA will demonstrate proficiency in reading as measured by state accountability tests.</i>			
Performance Ratings	Measure 5.1 [CCR] – 3.75 Points: From FY15 to FY19, the school's aggregate proficiency index score will increase by at least 5.0 points from the baseline proficiency index score (baseline score – 74.7) OR be equal to or greater than that of the state for the same grades (5-8, 10).	Result:	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 10.0 points above the baseline score OR at least 10.0 points above the state's score.		
Meets Target (x1.0)	The aggregate proficiency index score is at least 5.0 points above the baseline score OR equal to or greater than the state's score.		
Approaches Target (x0.5)	The aggregate proficiency index score is greater than the baseline score OR within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.2 [CCR] – 1.25 Points: From FY15 to FY19, the school's aggregate proficiency index score will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same grades (5-8, 10).	Result:	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.3 [AGC] – 3.25 Points: From FY15 to FY19, the school's aggregate proficiency index score for the FRP subgroup will increase by at least 5.0 points from the baseline proficiency index score (baseline score – 66.5) OR be equal to or greater than that of the state for the same subgroup and the same grades (5-8, 10).	Result:	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 10.0 points above the baseline score OR at least 10.0 points above the state's score.		
Meets Target (x1.0)	The aggregate proficiency index score is at least 5.0 points above the baseline score OR equal to or greater than the state's score.		
Approaches Target (x0.5)	The aggregate proficiency index score is greater than the baseline score OR within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 5.4 [AGC] – 1.25 Points: From FY15 to FY19, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5-8, 10).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.5 [AGC] – 3.25 Points: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will increase by at least 8.0 points from the baseline proficiency index score (baseline score – 47.6) OR be equal to or greater than that of the state for the same subgroup and the same grades (5-8, 10).	Result:	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 12.0 points above the baseline score OR at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The aggregate proficiency index score is at least 8.0 points above the baseline score OR equal to or greater than the state’s score.		
Approaches Target (x0.5)	The aggregate proficiency index score is at least 4.0 points above the baseline score OR within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.6 [AGC] – 1.25 Points: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5-8, 10).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 6: Math Proficiency

14 Points

School Goal: <i>Over the period of the contract, students at NLA will demonstrate proficiency in math as measured by state accountability tests.</i>			
Performance Ratings	Measure 6.1 [CCR] – 3.75 Points: From FY15 to FY19, the school's aggregate proficiency index score will increase by at least 5.0 points from the baseline proficiency index score (baseline score – 65.4) OR be equal to or greater than that of the state for the same grades (5-8, 11).	Result:	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 10.0 points above the baseline score OR at least 10.0 points above the state's score.		
Meets Target (x1.0)	The aggregate proficiency index score is at least 5.0 points above the baseline score OR equal to or greater than the state's score.		
Approaches Target (x0.5)	The aggregate proficiency index score is greater than the baseline score OR within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.2 [CCR] – 1.25 Points: From FY15 to FY19, the school's aggregate proficiency index score will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same grades (5-8, 11).	Result:	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.3 [AGC] – 3.25 Points: From FY15 to FY19, the school's aggregate proficiency index score for the FRP subgroup will increase by at least 6.0 points from the baseline proficiency index score (baseline score – 59.0) OR be equal to or greater than that of the state for the same subgroup and the same grades (5-8, 11).	Result:	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 12.0 points above the baseline score OR at least 10.0 points above the state's score.		
Meets Target (x1.0)	The aggregate proficiency index score is at least 6.0 points above the baseline score OR equal to or greater than the state's score.		
Approaches Target (x0.5)	The aggregate proficiency index score is at least 3.0 points above the baseline score OR within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 6.4 [AGC] – 1.25 Points: From FY15 to FY19, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5-8, 11).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.5 [AGC] – 3.25 Points: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will increase by at least 8.0 points from the baseline proficiency index score (baseline score – 49.4) OR be equal to or greater than that of the state for the same subgroup and the same grades (5-8, 11).	Result:	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 12.0 points above the baseline score OR at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The aggregate proficiency index score is at least 8.0 points above the baseline score OR equal to or greater than the state’s score.		
Approaches Target (x0.5)	The aggregate proficiency index score is at least 4.0 points above the baseline score OR within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.6 [AGC] – 1.25 Points: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5-8, 11).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 7: Science Proficiency (and Growth)

8 Points

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

Performance Ratings	Measure 7.1 [CCR] – 2.25 Points: From FY15 to FY19, the school's aggregate proficiency index score will increase by at least 5.0 points from the baseline proficiency index score (baseline score – 69.0) OR be equal to or greater than that of the state for the same grades (5, 8, High School).	Result:	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 10.0 points above the baseline score OR at least 10.0 points above the state's score.		
Meets Target (x1.0)	The aggregate proficiency index score is at least 5.0 points above the baseline score OR equal to or greater than the state's score.		
Approaches Target (x0.5)	The aggregate proficiency index score is greater than the baseline score OR within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.2 [CCR] – 0.75 Points: From FY15 to FY19, the school's aggregate proficiency index score will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same grades (5, 8, High School).	Result:	
Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.3 [AGC] – 1.75 Points: From FY15 to FY19, the school's aggregate proficiency index score for the FRP subgroup will increase by at least 5.0 points from the baseline proficiency index score (baseline score – 60.1) OR be equal to or greater than that of the state for the same subgroup and the same grades (5, 8, High School).	Result:	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 10.0 points above the baseline score OR at least 10.0 points above the state's score.		
Meets Target (x1.0)	The aggregate proficiency index score is at least 5.0 points above the baseline score OR equal to or greater than the state's score.		
Approaches Target (x0.5)	The aggregate proficiency index score is greater than the baseline score OR within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 7.4 [AGC] – 0.75 Points: From FY15 to FY19, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5, 8, High School).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.5 [AGC] – 1.75 Points: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will increase by at least 10.0 points from the baseline proficiency index score (baseline score – 39.6) OR be equal to or greater than that of the state for the same subgroup and the same grades (5, 8, High School).	Result:	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 15.0 points above the baseline score OR at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The aggregate proficiency index score is at least 10.0 points above the baseline score OR equal to or greater than the state’s score.		
Approaches Target (x0.5)	The aggregate proficiency index score is at least 5.0 points above the baseline score OR within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.6 [AGC] – 0.75 Points: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5, 8, High School).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

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

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

Indicator 9: Post Secondary Readiness

16 Points

School Goal: <i>Over the period of the contract, students at NLA will demonstrate readiness for post secondary success.</i>			
Performance Ratings	Measure 9.1 [GRAD] – 1.5 Points: From FY15 to FY19, the school's aggregate 4-year graduation rate will be equal to or greater than the state rate.	Result:	
Exceeds Target (x1.5)	The school's aggregate graduation rate is at least 5.0 percentage points above the state rate.		
Meets Target (x1.0)	The school's aggregate graduation rate is equal to or greater than the state rate.		
Approaches Target (x0.5)	The school's aggregate graduation rate is within 5.0 percentage points of the state rate.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.2 [GRAD] – 1.5 Points: From FY15 to FY19, the school's aggregate 4-year graduation rate will be equal to or greater than the rate of the resident district (ISD 831– Forest Lake).	Result:	
Exceeds Target (x1.5)	The school's aggregate graduation rate is at least 5.0 percentage points above the district rate.		
Meets Target (x1.0)	The school's aggregate graduation rate is equal to or greater than the district rate.		
Approaches Target (x0.5)	The school's aggregate graduation rate is within 5.0 percentage points of the district rate.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.3 [GRAD] – 1.5 Points: From FY15 to FY19, the school's aggregate 5-year graduation rate will be equal to or greater than the state rate.	Result:	
Exceeds Target (x1.5)	The school's aggregate graduation rate is at least 5.0 percentage points above the state rate.		
Meets Target (x1.0)	The school's aggregate graduation rate is equal to or greater than the state rate.		
Approaches Target (x0.5)	The school's aggregate graduation rate is within 5.0 percentage points of the state rate.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.4 [GRAD] – 1.5 Points: From FY15 to FY19, the school's aggregate 5-year graduation rate will be equal to or greater than the rate of the resident district (ISD 831– Forest Lake).	Result:	
Exceeds Target (x1.5)	The school's aggregate graduation rate is at least 5.0 percentage points above the district rate.		
Meets Target (x1.0)	The school's aggregate graduation rate is equal to or greater than the district rate.		
Approaches Target (x0.5)	The school's aggregate graduation rate is within 5.0 percentage points of the district rate.		
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] – 2.5 Points : From FY16 to FY19, the aggregate percentage of graduates that earned college credit (PSEO, CIS, or a score of 3 or better on AP exams) prior to graduation will be at least 80%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 90%.		
Meets Target (x1.0)	The aggregate percentage is at least 80%.		
Approaches Target (x0.5)	The aggregate percentage is at least 70%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.6 [CCR] – 2.5 Points : From FY16 to FY19, the aggregate percentage of graduates that are accepted into at least one college or the military prior to graduation will be at least 80%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 90%.		
Meets Target (x1.0)	The aggregate percentage is at least 80%.		
Approaches Target (x0.5)	The aggregate percentage is at least 70%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.7 [CCR] – 5 Points : From FY16 to FY19, the average of the school's annual average ACT Composite scores will be at least 21.0.	Result:	
Exceeds Target (x1.5)	The average of the school's annual average ACT Composite scores is at least 23.0.		
Meets Target (x1.0)	The average of the school's annual average ACT Composite scores is at least 21.0.		
Approaches Target (x0.5)	The average of the school's annual average ACT Composite scores is at least 17.0.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Indicator 10: Attendance

8 Points

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

Performance Ratings	Measure 10.1 – 8 Points : From FY15 to FY19, the average of the school's annual attendance rates will be at least 93.0%.	Result:	
Exceeds Target (x1.5)	The average of the school's annual attendance rates is at least 96.0%.		
Meets Target (x1.0)	The average of the school's annual attendance rates is at least 93.0%.		
Approaches Target (x0.5)	The average of the school's annual attendance rates is at least 90.0%.		
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 and staff at North Lakes Academy have the awareness, or are increasing their awareness, of the relationship between the environment and human life.

EE Performance Indicator 2: Knowledge

2. Students and staff at North Lakes Academy have the knowledge, or are increasing their knowledge, of human and natural systems and processes.

EE Performance Indicator 3: Attitudes

3. Students and faculty at North Lakes Academy have an attitude, or are increasing their attitude of, appreciation and concern for the environment.

EE Performance Indicator 4: Skills

4. Students and faculty at North Lakes Academy have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life.

EE Performance Indicator 5: Action

5. Students and staff at North Lakes Academy demonstrate the capacity, or are increasing their capacity, to work individually and collectively toward sustaining a healthy natural environment.

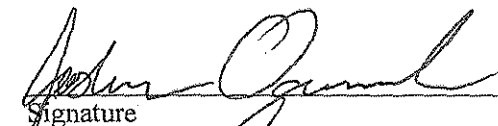
The school will develop and update annually an Environmental Literacy Plan (ELP) that will address how the school will implement its environmental education (EE) program and measure progress toward its contractual goals. The ELP will be submitted to ACNW annually no later than September 1 for the current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

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

Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

- I am a Board member of North Lakes Academy;
- I have reviewed the charter school contract between North Lakes Academy 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

1/29/18
Date

Joshua Gaard
Printed Name

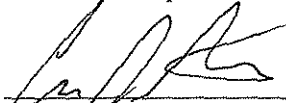
651-797-6268
Phone Number

jgaard@northlakesacademy.org
E-mail Address

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Signature

1/29/18
Date

CAM J Stotter
Printed Name

651 402 6173
Phone Number

cstotter@northlakesacademy.org
E-mail Address

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Susan Meyer
Signature

1-29-18
Date

Lisa Meyer
Printed Name

320-266-2158
Phone Number

lmeyer@northlakesacademy.org
E-mail Address

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Jennifer A Gaskill
Signature

1/29/18
Date

Jennifer A Gaskill
Printed Name

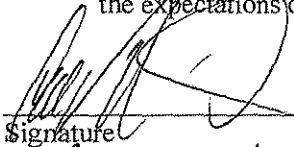
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jgaskill@northlakesacademy.org
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Signature

1-29-18
Date

Cody Miller
Printed Name

612-508-7025
Phone Number

codymiller@NorthLakesAcademy.org
E-mail Address

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Angela Houlahan
Signature

01/29/18
Date

Angela Houlahan
Printed Name

612-212-1806
Phone Number

ahoulahan@northlakesacademy.org
E-mail Address

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Jan Jensen
Signature

1-29-18
Date

Jan Jensen
Printed Name

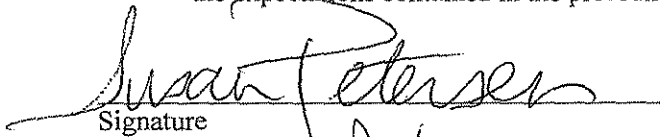
651-997-6261
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jjensen@northlakesacademy.org
E-mail Address

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Signature

1/29/18
Date

Susan Petersen
Printed Name

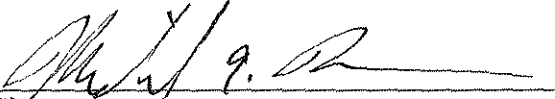
651 485 0867
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spetersen@northlakesacademy.org
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Signature

1/29/18
Date

Michael A. Nasser
Printed Name

651-334-3797
Phone Number

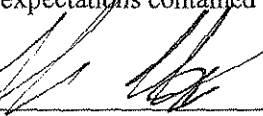
manasser0@gmail.com
E-mail Address

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Signature



Date

1/29/18

Printed Name

Christopher Stewart

Phone Number

(612) 790-0150

E-mail Address

cstewart@northlakesacademy.org

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?

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.*

CHARTER SCHOOL CONTRACT

Between

Audubon Center of the North Woods

and

North Lakes Academy – District #4053

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 of the School's educational program is to:

- Increase learning opportunities for all pupils; 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 10, 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, 2015; 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 124D.10 through 124D.11, 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 North Lakes Academy located at 308 15th Street Southwest, Forest Lake, MN 55025, 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 & Non-Academic Goals
- H. Environmental Education Goals
- I. Admissions Policies & Procedures
- J. Governance, Management & 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. Benchmarked School Improvement Plan

ARTICLE II

RELATIONSHIP BETWEEN THE SCHOOL AND ACNW

Section 2.1. Voluntary Authorization. ACNW qualifies as an authorizer pursuant to Minnesota Statute 124D.10 Subd. (3). 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 Statute 124D.10 Subd. 4(e) 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 Chapters 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. Updates Bylaws (as amended) must be forwarded to ACNW within 20 days and upon written acceptance from ACNW shall become an amendment to Exhibit C.

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 Statute 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 Non-Academic 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 5 – 12 with a maximum total enrollment of 475 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, 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 Minn. Stat. 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 will execute a release to enable ACNW to discuss the school's financial matters with its external auditor and accounting service provider if any. The school will submit the release to ACNW no later than September 1 of each school year.

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 to ACNW no later than October 1 for the immediately preceding school year ending June 30. 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. The School will 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 October 1.

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 the Public Employment Relations Act (PERA), 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 section 124D.10 Subd. 4a 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 Minn. Stat 123B.34-123B. 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 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. The School may limit admission to students consistent with Minnesota Stat. 124D.10 Subd. 9. 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.

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 Statute 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 will execute a release to enable ACNW to discuss the school's special education program compliance with the School's Special Education Director. The school will submit the release to ACNW no later than September 1 of each school year.
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.03-24 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 Statute 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 non-academic 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 124D.10 Subd. 23(c). 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 Minn. Stat. 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 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 five hundred thousand dollars (\$500,000).

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 124D.10 Sub. (25), 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 Minn. Stat. 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, 2015, and shall remain in full force and effect for five (5) academic years through the end of the 2019-2020 school year, and shall terminate on June 30, 2020, 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: Executive Director
54165 Audubon Drive
Sandstone, MN 55072

If to School:

North Lakes Academy

Attn: Board Chair
308 15th Street Southwest
Forest Lake, MN 55025

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, 2015

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: 

Sandi Hammersten

Its: Board Chair

Exhibit A

June 10, 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 North Lakes Academy (NLA) is approved according to requirements set forth in Minnesota Statutes, section 124D.10, Charter Schools.

We recognize that the Minnesota Department of Education (MDE) no longer desires to authorize charter schools and that NLA and MDE jointly agree to mutually terminate their charter contract, pursuant to Minnesota Statutes, section 124D.10, subdivision 23(c)(2010).

The Minnesota Department of Education approves the transfer of authorizer for NLA with the expectation that ACNW monitor progress of NLA to resolve the "Areas for Improvement" identified in the "School Performance Review - Winter 2011," submitted by authorizer-MDE, as well as concerns identified by ACNW during their review of the NLA change of authorizer request.

This approval provides ACNW the authority to move forward in the process of becoming the new authorizer for NLA. Please submit the new charter contract between ACNW and NLA 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.

Page 2
ACNW Change of Authorizer Request

Congratulations! Please contact David Hartman at david.hartman@state.mn.us or 651-634-2304 if you have any questions or are in need of further assistance.

Sincerely,



Dr. Brenda Cassellius
Commissioner

Enclosure

Cc: Shannon Monahan, Chair
North Lakes Academy

Jackie Saunders, Director
North Lakes Academy

Caroline Little, Director
North Lakes Academy

Stephanie Olsen, Liaison
Minnesota Department of Education

MN. OSS PUB. INFO. Fax:612-297-7067

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SECRETARY OF STATE

ARTICLES OF INCORPORATION
Business and Nonprofit Corporations

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

3165

Exhibit B

MAY 10 1999

Mary Kiffmeyer
Secretary of State

17-386

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK.

Please read the directions on the reverse side before completing this form. All information on this form is public information.

The undersigned incorporator(s) is an (are) individual(s) 18 years of age or older and adopt the following articles of incorporation to form a (mark ONLY one):

☐ FOR-PROFIT BUSINESS CORPORATION (Chapter 302A) ☒ NONPROFIT CORPORATION (Chapter 317A)

ARTICLE I NAME

The name of the corporation is:

North Lakes Charter Academy m'
(Business Corporation names must include a corporate designation such as Incorporated, Corporation, Company, Limited or an abbreviation of one of those words.)

ARTICLE II REGISTERED OFFICE ADDRESS AND AGENT

The registered office address of the corporation is:

255 West Seventh Avenue, Forest Lake, MN 55025
(A complete street address or rural route and rural route box number is required; the address cannot be a P.O. Box) City State Zip

The registered agent at the above address is:

Name (Note: You are not required to have a registered agent.)

ARTICLE III SHARES

The corporation is authorized to issue a total of 0 shares.
(If you are a business corporation you must authorize at least one share. Nonprofit corporations are not required to have shares.)

ARTICLE IV INCORPORATORS

I (We), the undersigned incorporator(s) certify that I am (we are) authorized to sign these articles and that the information in these articles is true and correct. I (We) also understand that if any of this information is intentionally or knowingly misstated that criminal penalties will apply as if I (we) had signed these articles under oath. (Provide the name and address of each incorporator. Each incorporator must sign below. List the incorporators on an additional sheet if you have more than two incorporators.)

<u>Jacquelyn Saunders</u>					<u>5740 Flint Court</u>		<u>Wyoming, MN</u>	
Name	Street	City	State	Zip	Signature			
<u>Jacquelyn Saunders</u>					<u>55092</u>			
<u>Karen Henderson</u>					<u>Wyoming</u>			
<u>5655 - 273rd St</u>					<u>MN 55092</u>			
Name	Street	City	State	Zip	Signature			
<u>Karen Henderson</u>								

Print name and phone number of person to be contacted if there is a question about the filing of these articles.

Jacquelyn Saunders (651) 462-5229
Name Phone Number

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Exhibit C

North Lakes Academy Charter School

Policy #: 001

Policy Name: Bylaws

Adopted: September 28, 2007

Revised: June 28, 2010, November 13, 2012, April 9, 2013, October 14, 2014, March 24, 2015

Reviewed:

ARTICLE I – GENERAL GOVERNANCE

Section 1 – The Board members of North Lakes Academy Charter School (hereafter “NLA”) shall be the only members therefore, and persons elected to the Board of Directors shall automatically become members of NLA for the duration of their terms as Directors.

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

Section 3 – The Board consists of no more than nine (9) and not less than five (5) members. In accordance with Minnesota statute 124D.10, the Board will consist of at least one (1) licensed instructional teacher, one (1) parent or legal guardian of an enrolled student, and one (1) interested community member who resides in Minnesota.

Section 4 – The Board of Directors will reserve the following minimum number of positions for members of the eligible voting groups in Article I, Section 3 in agreement with the following distribution: Five (5) teacher members, one (1) parent member, and one (1) community member.

- The five (5) positions reserved for licensed classroom teacher members will be filled by two (2) teachers from each of the district’s two campuses, with the final one (1) teacher position filled by a teacher from either campus.
- Two (2) additional “floating” positions will be open to the election/appointment from either the parent or community member voting groups described in Section 3 as long as the statutory minimums therein have been met.

Section 5 – Beginning no later than December of each year, elections will be held based on the following schedule in accordance with Board–approved policies.

- Odd year elections would elect two (2) teachers with a two (2) year term, one (1) parent member with a two (2) year term, one (1) community member with a two (2) year term, and one “floating” member who meets the requirements as a parent or community member position with a two (2) year term, as described in Section 4.

- Even year elections would elect three (3) teachers with a two (2) year term, and one (1) "floating" member who meets the requirements as a parent or community member position with a two (2) year term, as described in Section 4.
- All parents and legal guardians of students at North Lakes Academy and all staff employed by NLA, shall be eligible to vote in these elections.
- In the event that all candidates are unopposed on the ballot, the Board Chair may forego an election and choose to declare all such candidates successful in their bid for office.

Section 6 – The Board shall include non-voting ex-officio members to be filled by the Director(s), building leads of all campuses, and the Finance Director.

Section 7 – Special meetings of the members may be called by the Chair of the Board of Directors and must be called upon the written request of any member. The notice of any special meeting shall state the time and place of such meeting and the purpose therefore.

Section 8 – It shall be the duty of the Secretary to provide notice of each special meeting, state the purpose thereof, as well as the time and place it is to be held, to each member of NLA, not less than three (3) but not more than thirty (30) days prior to such meeting. Acceptable forms of notice include mail, e-mail, and/or on the district website. The provision of a notice in the manner provided in this section shall be considered due service of notice as required by statute.

Section 9 – Meeting of the NLA Board shall be open to the public in accordance with MN Statute Chapter 13D. In addition to notifying the members, the secretary is responsible for posting and distributing the official meeting notification to Board members and the public.

Section 10 – At every meeting of the members, each member present shall have the right to cast one vote on each question and never more than one vote.

Section 11 – Any member may resign from the NLA Board by delivering a written resignation to the Chair of the Board of Directors or the Secretary, and such written notice shall constitute a resignation.

ARTICLE II – BOARD OF DIRECTORS

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

Section 2 – At the adoption of these bylaws and until a resolution is adopted according to statute by the members otherwise providing the number of the Directors may not be changed from the composition reflected in Article I, Section 3.

Section 3 – Meetings of the Directors shall be held at a suitable place convenient to the members of the Board of Directors and as designated by the Board of Directors.

Section 4 – At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business. The actions of the majority present at the meeting shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting for a new meeting.

Section 5 – The NLA School Board election shall be held in conjunction with the fall parent-teacher conference schedule. The annual meeting shall be held at the next regularly-schedule Board meeting following elections, when newly elected members to the Board are seated.

Section 6 – Vacancies in the Board of Directors below the minimum number of Directors as stated in Article I, Section 3 shall be filled by appointment by the Board Chairperson with confirmation by a majority vote of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed shall be a Director, and serve the remainder of the term of the Director who was replaced.

- Other vacancies below the maximum number of Directors as stated in Article I, Section 3 may be filled by appointment by the Board Chairperson with confirmation by a majority vote of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed shall be a Director, and serve the remainder of the term of the Director who was replaced.
- The distribution of terms established by Article I, Section 4, including the balance of teacher positions between district campuses, will be preserved by any such appointment.

Section 7 – No compensation shall be paid to Directors for their services as a Director. Reasonable remuneration may be paid to the Director for services performed for NLA in any other capacity, and consistent with state law.

Section 8 – The Directors shall not enter into on NLA's behalf, any contract, transaction or act, or carry any activity not permitted to be made, entered into or carried on by any organization exempt from tax under the section 501(c)(3) of the Internal Revenue Code of 1954, as now constituted or hereafter amended, or by any organization, contributions to which are deductible under the section 501(c)(3) of the Internal Revenue Code of 1954, as now constituted or hereafter amended. In addition, the Directors shall not make, enter into or carry on any activity which could cause NLA to be deemed a private

foundation within the meaning of Section 509 of the Internal Revenue Code of 1954, as now constituted or hereafter amended.

Section 9 – No officer, trustee, or Board member will vote on his/ her personal employment contract, including compensation, or any such agreement for relatives or other related parties.

Section 10 – As stated in Statute 124D.10, Subd. 4(f) – “Every charter school Board member shall attend department–approved training on Board governance, the Board's role and responsibilities, employment policies and practices, and financial management. A Board member who does not begin the required training within six months of being seated and complete the required training within 12 months of being seated on the Board is ineligible to continue to serve as a Board member.”

Section 11 – Any teacher serving on the Board or a Board appointed committee shall not have their employment terminated or non–renewed for the period of their term, as well as 12 months after leaving the Board, without a two thirds majority vote of the full Board.

ARTICLE III – OFFICERS

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

Section 2 – The officers of NLA shall be elected annually by a majority vote of the Board of Directors at the first regularly–schedule Board meeting following the annual elections according to Article II.7.

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

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

Section 5 – The Chair of the Board of Directors shall be the chief executive officer of NLA. The chair shall preside at all meetings of the members and the Board of Directors. *The Chair of the Board of Directors shall:* Act as the chairman of the Board of Directors

and exercise the functions of the office of the chair of the corporation, preside at all meetings of the Board of Directors; perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the corporation; sign and deliver, in the name of the corporation, all deeds, mortgages, bonds, contracts, or other instruments requiring an officer's signature, unless otherwise directed by the Board; have the general powers and duties usually vested in the office of the chair; and have such other powers and perform such other duties as are prescribed by Minnesota Statutes, Section 317A.305, Subd. 2, and as the Board of Directors may from time-to-time prescribe.

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

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

Section 8 – Any Director may be elected by the Board to be authorized on behalf of NLA to endorse for collection of checks, notes, or other obligations and shall deposit the same to the credit of NLA at such banks or depositories as the Board of Directors may designate.

ARTICLE IV – CONTRACTS, CHECKS, DEPOSITS AND FUNDS

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

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

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

ARTICLE V – FISCAL YEAR

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

ARTICLE VI – AMENDMENT OF THE ARTICLES OF INCORPORATION OR BYLAWS

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

ARTICLE VII – RULES GOVERNING MEETINGS

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

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

The Undersigned does hereby certify:

1. That he or she is the duly elected and acting Chair of the Board of Directors of North Lakes Academy Charter School, a Minnesota nonprofit corporation; and
2. That the foregoing Bylaws, comprising six (6) pages, including this page, constitute the Bylaws of said corporation, as duly adopted at a meeting of the Board of Directors therefore, duly held on June 28th, 2010.

IN WITNESS WHEREOF, I have here unto subscribed by name this April 24, 2015.

Chairperson of the Board of Directors

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

School Name: North Lakes Academy

Mission: North Lakes Academy will provide a rigorous, liberal arts curriculum in a small, personalized, developmentally appropriate learning environment and graduate students who are confident, skilled scholars and citizens.

Vision: North Lakes Academy will provide an environment in which middle and high school students will learn eagerly, extensively and deeply so that they will be able to assume productive and satisfying roles in a global society.

Program Description:

North Lakes Academy is a liberal arts based charter school with programs in alignment with this mission.

North Lakes Academy offers the traditional grade-level appropriate course offerings in mathematics, science, social studies, science, and physical education/health with additional programming in fine arts, visual arts, modern languages and elective courses.

North Lakes Academy considers the arts to be on par to the traditional course offerings and works to enhance all programs equally.

To support our vision of providing an environment of engagement, North Lakes Academy has implemented dual-credit courses through College-in-the-Schools (CIS) as well as Advanced Placement (AP).

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: North Lakes Academy

Upper School: NLA currently does not have any out-of-school programs designed that are not clubs or athletics. This is a piece that has been under consideration for future support, but currently is not an option we carry.

Middle School: NLA currently has attempted an after-school homework help program that students pay a fee for each month. Staff is paid to support and help students with work. This program was developed in response to student need in homework support, as well as need for a place for students to be before parent(s)/guardian(s) can pick them up. Staff will go over and organize homework priorities with each student, as well as garner supplies, ask staff necessary questions, and provide feedback to other staff regarding student progress.

Exhibit F: Statutory Purposes

The primary purpose of **North Lakes Academy** is to improve all pupil learning and all student achievement.

North Lakes Academy will report on the primary purpose of improving all pupil learning and all student achievement through the annual report - submitted each fall for review by both Audubon and Minnesota Department of Education.

Additionally, North Lakes Academy will use data accrued through student, staff and parent surveys to adapt, increase or decrease in any areas that contribute to the primary purpose of learning and achievement.

North Lakes Academy continually assesses staff performance, curriculum and programming, and other programs associated with student learning and achievement throughout the school year by means of staff meetings, cabinet-level administrative meetings as well as parent meetings.

The additional purpose of **North Lakes Academy** is to increase learning opportunities for all pupils.

The school will report on its implementation of this additional purpose through the annual report.

North Lakes Academy will implement scheduling options allowing for consistent experiences with the arts (middle school), by enhancing emotional intelligence competency courses and curriculum (upper and middle), and by continually looking to add dual-credit course options as a part of staffing design (upper).

North Lakes Academy
Exhibit G: Academic and Non-Academic Goals
Contract Period July 1, 2015 through June 30, 2020
Updated June 4, 2015

As articulated in MN Stat. 124D. 10, Subd. 10, "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 Ready [CCR]

All students are career- and college-ready before graduating from high school.

Graduate from High School [GRAD]

All students graduate from high school.

All goals are for students enrolled as of October 1 in each of the years assessed for all grades assessed unless otherwise indicated.

Indicator 1: Mission Related

8%

Goal: Over the period of the contract, students at North Lakes Academy (NLA) will demonstrate increased emotional intelligence based on successful completion of the Becoming Curriculum.

Measure 1.1 [CCR] – 8%: From FY16 to FY19, the aggregate percentage of students who achieve a passing grade in the Becoming Curriculum courses (TLC, Possibilities, Post-Secondary Prep, and Service Learning) will be at least 90.0%.

- Exceeds Standard: The aggregate percentage is 100.0%.
- Meets Standard: The aggregate percentage is at least 90.0%.
- Approaches Standard: The aggregate percentage is at least 80.0%.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Indicator 2: English Language Learners

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

Indicator 3: Reading Growth

16%

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

Measure 3.1 [CCR] – 4%: From FY15 to FY19, the aggregate growth z-score for all students on state accountability tests will be equal to or greater than 0.00.

- Exceeds Standard: The aggregate growth z-score is equal to or greater than 0.50
- Meets Standard: The aggregate growth z-score is equal to or greater than 0.00.
- Approaches Standard: The aggregate growth z-score is greater than -0.50.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 3.2 [CCR] – 4%: From FY15 to FY19, the aggregate percentage of students that achieve a positive z-score on state accountability tests will be at least 60.0%.

- Exceeds Standard: The aggregate percentage is at least 70.0%.
- Meets Standard: The aggregate percentage is at least 60.0%.
- Approaches Standard: The aggregate percentage is at least 50.0%.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 3.3 [CCR] – 8%: From FY16 to FY20, the school will earn at least 75.0% of possible NWEA growth index points.*

- Exceeds Standard: The school earns at least 90.0% of possible NWEA growth index points.
- Meets Standard: The school earns at least 75.0% of possible NWEA growth index points.
- Approaches Standard: The school earns at least 60.0% of possible NWEA growth index points.
- Does Not Meet Standard: 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

16%

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

Measure 4.1 [CCR] – 4%: From FY15 to FY19, the aggregate growth z-score for all students on state accountability tests will be equal to or greater than 0.00.

- Exceeds Standard: The aggregate growth z-score is equal to or greater than 0.50
- Meets Standard: The aggregate growth z-score is equal to or greater than 0.00.
- Approaches Standard: The aggregate growth z-score is greater than -0.50.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 4.2 [CCR] – 4%: From FY15 to FY19, the aggregate percentage of students that achieve a positive z-score on state accountability tests will be at least 60.0%.

- Exceeds Standard: The aggregate percentage is at least 70.0%.
- Meets Standard: The aggregate percentage is at least 60.0%.
- Approaches Standard: The aggregate percentage is at least 50.0%.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 4.3 [CCR] – 8%: From FY16 to FY20, the school will earn at least 75.0% of possible NWEA growth index points.*

- Exceeds Standard: The school earns at least 90.0% of possible NWEA growth index points.
- Meets Standard: The school earns at least 75.0% of possible NWEA growth index points.
- Approaches Standard: The school earns at least 60.0% of possible NWEA growth index points.
- Does Not Meet Standard: 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

14%

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

Measure 5.1 [CCR] – 2.5%: From FY15 to FY19, the school's aggregate proficiency index score will increase by at least 5.0 points from the baseline proficiency index score (baseline score – 74.7).

- Exceeds Standard: The aggregate proficiency index score is at least 10.0 points above the baseline score.
- Meets Standard: The aggregate proficiency index score is at least 5.0 points above the baseline score.
- Approaches Standard: The aggregate proficiency index score is greater than the baseline score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 5.2 [CCR] – 1.25%: From FY15 to FY19, the school's aggregate proficiency index score will be equal to or greater than that of the state for the same grades (5-8, 10).

- Exceeds Standard: The school's aggregate proficiency index score is at least 10.0 points above the state's score.
- Meets Standard: The school's aggregate proficiency index score is equal to or greater than the state's score.
- Approaches Standard: The school's aggregate proficiency index score is within 10.0 points of the state's score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 5.3 [CCR] – 1.25%: From FY15 to FY19, the school's aggregate proficiency index score will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same grades (5-8, 10).

- Exceeds Standard: The school's aggregate proficiency index score is at least 10.0 points above the district's score.
- Meets Standard: The school's aggregate proficiency index score is equal to or greater than the district's score.
- Approaches Standard: The school's aggregate proficiency index score is within 10.0 points of the district's score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 5.4 [AGC] – 2%: From FY15 to FY19, the school's aggregate proficiency index score for the FRP subgroup will increase by at least 5.0 points from the baseline proficiency index score (baseline score – 66.5).

- Exceeds Standard: The aggregate proficiency index score is at least 10.0 points above the baseline score.
- Meets Standard: The aggregate proficiency index score is at least 5.0 points above the baseline score.
- Approaches Standard: The aggregate proficiency index score is greater than the baseline score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 5.5 [AGC] – 1.25%: From FY15 to FY19, the school's aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (5-8, 10).

- Exceeds Standard: The school's aggregate proficiency index score is at least 10.0 points above the state's score.
- Meets Standard: The school's aggregate proficiency index score is equal to or greater than the state's score.
- Approaches Standard: The school's aggregate proficiency index score is within 10.0 points of the state's score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 5.6 [AGC] – 1.25%: From FY15 to FY19, the school's aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5-8, 10).

- Exceeds Standard: The school's aggregate proficiency index score is at least 10.0 points above the district's score.
- Meets Standard: The school's aggregate proficiency index score is equal to or greater than the district's score.
- Approaches Standard: The school's aggregate proficiency index score is within 10.0 points of the district's score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 5.7 [AGC] – 2%: From FY15 to FY19, the school's aggregate proficiency index score for the SpEd subgroup will increase by at least 8.0 points from the baseline proficiency index score (baseline score – 47.6).

- Exceeds Standard: The aggregate proficiency index score is at least 12.0 points above the baseline score.
- Meets Standard: The aggregate proficiency index score is at least 8.0 points above the baseline score.
- Approaches Standard: The aggregate proficiency index score is at least 4.0 points above the baseline score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 5.8 [AGC] – 1.25%: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (5-8, 10).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the state’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the state’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 5.9 [AGC] – 1.25%: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5-8, 10).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the district’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the district’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Indicator 6: Math Proficiency

14%

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

Measure 6.1 [CCR] – 2.5%: From FY15 to FY19, the school’s aggregate proficiency index score will increase by at least 5.0 points from the baseline proficiency index score (baseline score – 65.4).

- Exceeds Standard: The aggregate proficiency index score is at least 10.0 points above the baseline score.
- Meets Standard: The aggregate proficiency index score is at least 5.0 points above the baseline score.
- Approaches Standard: The aggregate proficiency index score is greater than the baseline score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 6.2 [CCR] – 1.25%: From FY15 to FY19, the school’s aggregate proficiency index score will be equal to or greater than that of the state for the same grades (5-8, 11).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the state’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the state’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 6.3 [CCR] – 1.25%: From FY15 to FY19, the school’s aggregate proficiency index score will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same grades (5-8, 11).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the district’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the district’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 6.4 [AGC] – 2%: From FY15 to FY19, the school’s aggregate proficiency index score for the FRP subgroup will increase by at least 6.0 points from the baseline proficiency index score (baseline score – 59.0).

- Exceeds Standard: The aggregate proficiency index score is at least 12.0 points above the baseline score.
- Meets Standard: The aggregate proficiency index score is at least 6.0 points above the baseline score.
- Approaches Standard: The aggregate proficiency index score is at least 3.0 points above the baseline score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 6.5 [AGC] – 1.25%: From FY15 to FY19, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (5-8, 11).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the state’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the state’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 6.6 [AGC] – 1.25%: From FY15 to FY19, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5-8, 11).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the district’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the district’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 6.7 [AGC] – 2%: From FY15 to FY19, the school's aggregate proficiency index score for the SpEd subgroup will increase by at least 8.0 points from the baseline proficiency index score (baseline score – 49.4).

- Exceeds Standard: The aggregate proficiency index score is at least 12.0 points above the baseline score.
- Meets Standard: The aggregate proficiency index score is at least 8.0 points above the baseline score.
- Approaches Standard: The aggregate proficiency index score is at least 4.0 points above the baseline score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 6.8 [AGC] – 1.25%: From FY15 to FY19, the school's aggregate proficiency index score for the SpEd subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (5-8, 11).

- Exceeds Standard: The school's aggregate proficiency index score is at least 10.0 points above the state's score.
- Meets Standard: The school's aggregate proficiency index score is equal to or greater than the state's score.
- Approaches Standard: The school's aggregate proficiency index score is within 10.0 points of the state's score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 6.9 [AGC] – 1.25%: From FY15 to FY19, the school's aggregate proficiency index score for the SpEd subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5-8, 11).

- Exceeds Standard: The school's aggregate proficiency index score is at least 10.0 points above the district's score.
- Meets Standard: The school's aggregate proficiency index score is equal to or greater than the district's score.
- Approaches Standard: The school's aggregate proficiency index score is within 10.0 points of the district's score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Indicator 7: Science Proficiency **8%**

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

Measure 7.1 [CCR] – 1.5%: From FY15 to FY19, the school's aggregate proficiency index score will increase by at least 5.0 points from the baseline proficiency index score (baseline score – 69.0).

- Exceeds Standard: The aggregate proficiency index score is at least 10.0 points above the baseline score.
- Meets Standard: The aggregate proficiency index score is at least 5.0 points above the baseline score.
- Approaches Standard: The aggregate proficiency index score is greater than the baseline score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 7.2 [CCR] – .75%: From FY15 to FY19, the school’s aggregate proficiency index score will be equal to or greater than that of the state for the same grades (5, 8, High School).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the state’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the state’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 7.3 [CCR] – .75%: From FY15 to FY19, the school’s aggregate proficiency index score will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same grades (5, 8, High School).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the district’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the district’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 7.4 [AGC] – 1%: From FY15 to FY19, the school’s aggregate proficiency index score for the FRP subgroup will increase by at least 5.0 points from the baseline proficiency index score (baseline score – 60.1).

- Exceeds Standard: The aggregate proficiency index score is at least 10.0 points above the baseline score.
- Meets Standard: The aggregate proficiency index score is at least 5.0 points above the baseline score.
- Approaches Standard: The aggregate proficiency index score is greater than the baseline score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 7.5 [AGC] – .75%: From FY15 to FY19, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (5, 8, High School).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the state’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the state’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 7.6 [AGC] – .75%: From FY15 to FY19, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5, 8, High School).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the district’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the district’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 7.7 [AGC] – 1%: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will increase by at least 10.0 points from the baseline proficiency index score (baseline score – 39.6).

- Exceeds Standard: The aggregate proficiency index score is at least 15.0 points above the baseline score.
- Meets Standard: The aggregate proficiency index score is at least 10.0 points above the baseline score.
- Approaches Standard: The aggregate proficiency index score is at least 5.0 points above the baseline score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 7.8 [AGC] – .75%: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (5, 8, High School).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the state’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the state’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 7.9 [AGC] – .75%: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5, 8, High School).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the district’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the district’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Indicator 8: Proficiency in Other Curricular Areas

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

Indicator 9: Post Secondary Readiness

16%

Goal: Over the period of the contract, students at NLA will demonstrate readiness for post secondary success.

Measure 9.1 [GRAD] – 1.5%: From FY15 to FY19, the school’s aggregate 4-year graduation rate will be equal to or greater than the state rate.

- Exceeds Standard: The school’s aggregate graduation rate is at least 5.0 percentage points above the state rate.
- Meets Standard: The school’s aggregate graduation rate is equal to or greater than the state rate.
- Approaches Standard: The school’s aggregate graduation rate is within 5.0 percentage points of the state rate.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 9.2 [GRAD] – 1.5%: From FY15 to FY19, the school’s aggregate 4-year graduation rate will be greater than the rate of the resident district (ISD 831– Forest Lake).

- Exceeds Standard: The school’s aggregate graduation rate is at least 5.0 percentage points above the district rate.
- Meets Standard: The school’s aggregate graduation rate is equal to or greater than the district rate.
- Approaches Standard: The school’s aggregate graduation rate is within 5.0 percentage points of the district rate.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 9.3 [GRAD] – 1.5%: From FY15 to FY19, the school’s aggregate 5-year graduation rate will be equal to or greater than the state rate.

- Exceeds Standard: The school’s aggregate graduation rate is at least 5.0 percentage points above the state rate.
- Meets Standard: The school’s aggregate graduation rate is equal to or greater than the state rate.
- Approaches Standard: The school’s aggregate graduation rate is within 5.0 percentage points of the state rate.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 9.4 [GRAD] – 1.5%: From FY15 to FY19, the school’s aggregate 5-year graduation rate will be greater than the rate of the resident district (ISD 831– Forest Lake).

- Exceeds Standard: The school’s aggregate graduation rate is at least 5.0 percentage points above the district rate.
- Meets Standard: The school’s aggregate graduation rate is equal to or greater than the district rate.
- Approaches Standard: The school’s aggregate graduation rate is within 5.0 percentage points of the district rate.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 9.5 [CCR] – 2.5%: From FY16 to FY19, the aggregate percentage of graduates that earned college credit (PSEO, CIS, or a score of 3 or better on AP exams) prior to graduation will be at least 80.0%.

- Exceeds Standard: The aggregate percentage is at least 90.0%.
- Meets Standard: The aggregate percentage is at least 80.0%.
- Approaches Standard: The aggregate percentage is at least 70.0%.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 9.6 [CCR] – 2.5%: From FY16 to FY19, the aggregate percentage of graduates that are accepted into at least one college or the military prior to graduation will be at least 80.0%. *

- Exceeds Standard: The aggregate percentage is at least 90.0%.
- Meets Standard: The aggregate percentage is at least 80.0%.
- Approaches Standard: The aggregate percentage is at least 70.0%.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 9.7 [CCR] – 2.5%: From FY16 to FY19, the aggregate percentage of students who take a college and career readiness exam (ACT, Accuplacer, ASVAB, Keyworks, or Compass) will be at least 90.0%.*

- Exceeds Standard: The aggregate percentage is 100.0%.
- Meets Standard: The aggregate percentage is at least 90.0%.
- Approaches Standard: The aggregate percentage is at least 80.0%.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 9.8 [CCR] – 2.5%: From FY16 to FY19, the aggregate percentage of students achieving an assessment score on the (ACT, SAT, Accuplacer, ASVAB, Keyworks, or Compass) that would place them at college ready or needing no more than one semester of remediation will be at least 70.0%.*

- Exceeds Standard: The aggregate percentage is at least 80.0%.
- Meets Standard: The aggregate percentage is at least 70.0%.
- Approaches Standard: The aggregate percentage is at least 60.0%.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

**NLA is developing strategies to ensure that data related to these measures can be reliably gathered and reported on to ACNW. ACNW and NLA will revisit these measures annually to ensure reliable data is available and make adjustments as necessary.*

Indicator 10: Federal and State Accountability

The school does not have a contractual goal in this indicator area. ACNW will evaluate the school's performance in this area based on results from the Multiple Measurement System.

Indicator 11: Attendance

8%

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

Measure 11.1– 8%: From FY15 to FY19, the average of the school’s annual attendance rates will be at least 93.0%.

- Exceeds Standard: The average of the school’s annual attendance rates is at least 96.0%.
- Meets Standard: The average of the school’s annual attendance rates is at least 93.0%.
- Approaches Standard: The average of the school’s annual attendance rates is at least 90.0%.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

IMPLEMENTATION GUIDE – NWEA GROWTH INDEX POINTS CALCULATION

Metric: Percentage of students reaching their growth target, based on pre- and post-test NWEA MAP grade level equivalent scores, using NWEA's 2011 norming tables.

Target Growth: For students with fall grade level equivalent (GLE) scores (based on the fall RIT score and the NWEA 2011 Norming Tables) that fall one or more years below the student's assigned grade level (falling into the category reflected in the top row of Tables 1 and 2), their growth target is equal to 1.5 grade levels above their starting score.

For students that have a fall GLE that is at or within one year of grade level, their growth target is equal to one grade level above their starting score.

For students that have a fall GLE that is a year or more above their assigned grade level, their goal is to maintain at least their assigned grade level. It is often the case that students with atypically high scores will receive lower post-test scores than their pre-test. This does not mean that they have lost skill. As long as the post-test score does not drop below the student's assigned grade level the student will count as achieving their target. If the student does drop below their assigned grade level the students cannot be said to have met their target. For students in this category, they will either meet the target (earning 1 point) or fall below the target (earning 0 points). (See tables below.)

In the last year of the contract, Fall to Winter test results will be used (if the school administers a winter assessment), and the growth target is half of what it would have been otherwise (e.g., if the student is more than one year behind, the target growth is equivalent to 0.75 years, rather than 1.5 years).

Scoring method: Two tables are presented below. The first table shows how students will be reported to Audubon, based on fall grade level equivalency score in reading and math, separately, and the percent of the annual NWEA growth target that was made by each student between the fall and spring administration of each year. The second outlines the method for assigning points to each student, based on each students' fall grade equivalent and the percentage of their growth target met between the fall and spring. Figures are entered to provide an example. This example is based on 33 students testing in fall and spring of the school year.

Table 1: Method of reporting students by Fall NWEA grade equivalent and the percent of their growth target met between fall and spring of the same school year. Sample:

Fall NWEA Grade Level Equivalent	Number Below 60.0% of Target	Number Within 60.0-79.9% of Target	Number Within 80.0-99.9% of Target	Number Reaching 100.0-120.0% of Target	Number Reaching Over 120.0% of Target	Total Student Count
Students 1 or more years behind grade level (at least 1.5 years of growth needed)	0	0	1	3	1	5
Students on grade level or less than 1 year behind (at least 1 year of growth needed)	2	3	7	11	3	26
Subtotal	2	3	8	14	4	31

Fall NWEA Grade Level Equivalent	Number below grade level	Number maintaining grade level or above	Total Student Count
Students 1 or more years above grade level (maintain grade level or above)	0	2	2
Subtotal	0	2	2

Total Student Count: 33

A separate table for math and reading should be used to report on the number of students in each category from Table 1. The total number of points is determined by multiplying the number of students in each cell above, by the corresponding cell's point value, which is outlined in Table 2.

Table 2: Point value for each student that falls into each cell from Table 1.

Fall NWEA Grade Level Equivalent	Number Below 60.0% of Target	Number Within 60.0-79.9% of Target	Number Within 80.0-99.9% of Target	Number Reaching 100.0-120.0% of Target	Number Reaching Over 120.0% of Target	Total Points
Students 1 or more years behind grade level (at least 1.5 years of growth needed)	0 X # of students	.25 X # of students	.5 X # of students	1 X # of students	1.25 X # of students	Sum of row
Students on grade level or less than 1 year behind (at least 1 year of growth needed)	0 X # of students	.25 X # of students	.5 X # of students	1 X # of students	1.25 X # of students	Sum of row
Fall NWEA Grade Level Equivalent	Number below grade level			Number maintaining grade level or above		Total Points
Students 1 or more years above grade level (maintain grade level or above)	0 X # of students			1 X # of students		Sum of row
Total Points Achieved						Sum of column
Total Number of Students Tested (Total Points Possible)						Total Points Possible
Percent of Points Achieved						Points Achieved / Total Points Possible

Table 3. Example of completed table with scores, using figures from Table 1 and point values from Table 2

NWEA Grade Eq.	Below 60.0% of Target	60.0-79.9% of Target	80.0-99.9% of Target	100.0-120.0% of Target	Over 120.0% of Target	Sum
1 or more years behind	0*0	0*0.25	1*0.5	3*1.0	1*1.25	4.75
On grade level or less than 1 year behind	2*0	3*0.25	7*0.5	11*1.0	3*1.25	19.0
NWEA Grade Eq.	Below grade level			Maintain or above grade level		Sum
1 or more years above grade level	0*0			2*1.0		2.0
Total Points Earned						25.75
Total Points Possible (Number of Students with Pre- and Post-Tests)						33
Percent of Possible Points Received						78.0%

STUDENT INCLUSION RULES

- All valid assessment results should be used. If the proctor has reason to suspect that the student “clicked through” the test, they need to signal the test as invalid to NWEA immediately and the student should take the test again at a later date. Reasons for invalidating tests are listed in the NWEA Proctor Handbook.
- If a student enrolls after the fall assessment window, their winter and spring assessments should be used (if the school implements a winter assessment) and the growth target would be half of what it would have been otherwise (e.g., if the student is more than one year behind, the target growth is equivalent to 0.75 years, rather than 1.5 years).
- If a student leaves the school prior to the spring assessment window, but has fall and winter test results, than those results are used and the growth target is half of what it would have been otherwise.
- If one or more of a student’s post-test scores are lower than the pre-test score, than the school may use the student’s best post-test score (assuming the student was assessed in both winter and spring) to determine whether the student met the growth target.

STUDENT EXEMPTION RULES

- Students that do not have valid test results for both a pre- and a post-test result

Indicator Area 1: Curriculum and School Culture

Outcome: In SY 2016-2020, students in Grades 5-8 and 10 will identify how the environment affects their health, general well being, and everyday lives.

Evaluation methods: Students will do an oral report in grades 5-8, and contribute to their Pathbrite Portfolio in grade 10 as part of their Becoming curriculum. NLA is developing a specific rubric for this assessment.

Indicator Area 2: Exposure to Natural Environments

Outcome: In SY 2016-2020, all students in Grades 5, 6, and 10 will be able to understand how human activities impact the natural environment while gaining the physical and mental abilities to work together as a team.

Evaluation methods: A list of activities will be kept by each Grade Level Leader (to include the field trip information, student participants, and grade levels) to ensure that all students have opportunities to engage with nature. Data will include the number of students at each grade level that participated in the offerings. A follow-up reflection completed by students will answer what new information was gained through these experiences in relation to the outcome.

Indicator Area 3: Promote Environmental Stewardship

Outcome: In SY 2016-2020, all students in Grades 5-8 will be able to engage in recycling and other waste reduction techniques with their families, other students, and community members.

Evaluation methods:

- The school will include two questions related to recycling in its annual family survey, such as, "My child knows how to recycle paper, plastic, glass and aluminum appropriate," and "We recycle in our home."
- The school will include one question on its annual teacher/staff survey, such as: "Students and staff actively engage in recycling."
- The school will include two questions in an annual student survey, such as, "I recycle at school," and "I recycle at home."
- For all surveys, answer choices will indicate clearly whether the information is known, and whether the information is acted upon. The school will tally the data, monitor results annually, and share the survey results with ACNW via the school's Annual Report.

Indicator Area 4: Mission or Community-Related EE Goals

Outcome: In SY 2016-2020, all students in Grades 5-12 will be better able to research, evaluate, and act on environmental issues.

Evaluation methods:

- Project scores/grades on rubric
- Anecdotal teacher records and observations

- Activity logs and journals
- Exhibitions of student work to demonstrate learning
- Classroom presentations
- Formative and summative assessments
- The school will measure progress toward and report on this goal on an annual basis.

Indicator Area 5: Financial and Operational Commitment

Goal: In SY 2016-2020, NLA will seek and apply for at least one significant grant (over \$1,000) each year that will support and enhance environmental opportunities in the school. The grant will be identified, approved, and submitted with the support of the school EE coordinator, administration, and Board of Directors and will be reported on each year in a formal School Board meeting.

Goal: In SY 2016-2020, NLA will increase monetary support for EE through appropriate staff development opportunities and sub days for increased focus on EE duties each academic school year. NLA will research the financial feasibility of creating a TOSA position for the EE coordinator.

Evaluation methods: school board meeting minutes, annual budgets

Indicator Area 6: Science Proficiency

Goal – 8% of Exhibit G: Over the period of the contract, students at NLA will demonstrate proficiency in science as measured by state accountability tests.

Measure 1 – 1.5%: From FY15 to FY19, the school's aggregate proficiency index score will increase by at least 5.0 points from the baseline proficiency index score (baseline score – 69.0).

- Exceeds Standard: The aggregate proficiency index score is at least 10.0 points above the baseline score.
- Meets Standard: The aggregate proficiency index score is at least 5.0 points above the baseline score.
- Approaches Standard: The aggregate proficiency index score is greater than the baseline score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 2 – .75%: From FY15 to FY19, the school's aggregate proficiency index score will be equal to or greater than that of the state for the same grades (5, 8, High School).

- Exceeds Standard: The school's aggregate proficiency index score is at least 10.0 points above the state's score.
- Meets Standard: The school's aggregate proficiency index score is equal to or greater than the state's score.
- Approaches Standard: The school's aggregate proficiency index score is within 10.0 points of the state's score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 3 – .75%: From FY15 to FY19, the school’s aggregate proficiency index score will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same grades (5, 8, High School).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the district’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the district’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 4 – 1%: From FY15 to FY19, the school’s aggregate proficiency index score for the FRP subgroup will increase by at least 5.0 points from the baseline proficiency index score (baseline score – 60.1).

- Exceeds Standard: The aggregate proficiency index score is at least 10.0 points above the baseline score.
- Meets Standard: The aggregate proficiency index score is at least 5.0 points above the baseline score.
- Approaches Standard: The aggregate proficiency index score is greater than the baseline score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 5 – .75%: From FY15 to FY19, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (5, 8, High School).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the state’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the state’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 6 – .75%: From FY15 to FY19, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5, 8, High School).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the district’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the district’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 7 – 1%: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will increase by at least 10.0 points from the baseline proficiency index score (baseline score – 39.6).

- Exceeds Standard: The aggregate proficiency index score is at least 15.0 points above the baseline score.
- Meets Standard: The aggregate proficiency index score is at least 10.0 points above the baseline score.
- Approaches Standard: The aggregate proficiency index score is at least 5.0 points above the baseline score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 8 – .75%: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (5, 8, High School).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the state’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the state’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Measure 9 – .75%: From FY15 to FY19, the school’s aggregate proficiency index score for the SpEd subgroup will be equal to or greater than that of the resident district (ISD 831 – Forest Lake) for the same subgroup and the same grades (5, 8, High School).

- Exceeds Standard: The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.
- Meets Standard: The school’s aggregate proficiency index score is equal to or greater than the district’s score.
- Approaches Standard: The school’s aggregate proficiency index score is within 10.0 points of the district’s score.
- Does Not Meet Standard: The school did not meet the criteria for any of the ratings above.

Indicator Area 7: Environmental Literacy

Outcome 7.1: In SY 2016-2020, 90% of students in Grade 7 will be able to describe four strategies for improving conservation of water and energy in the home as measured by a quiz administered in science class each spring.

Evaluation method 7.1: The science teacher for grade seven will administer a quiz asking students to describe at least four strategies for conserving energy and water in the home.

Activities:

- Students will attend the Chisago Children’s Water Festival during their fifth grade year
- Students will participate in the Sources of Energy unit in the sixth grade
- Students will receive Excel Energy’s *Energy Efficiency Take Action Kits* in seventh grade

Outcome 7.2: In SY 2016-2020, students in Grade 7 will increase the number of energy conservation strategies used in the home from a baseline established in 2015-2016.

Data evaluation method 7.2: The science teacher for grade seven will administer a survey to all seventh graders asking questions about their attempts to conserve energy in their homes using the Excel Energy *Energy's Efficiency Take Action Kits*.

Activities:

- Students will attend the Chisago Children's Water Festival during their fifth grade year
- Students will participate in the Sources of Energy unit in the sixth grade
- Students will receive Excel Energy *Energy's Efficiency Take Action Kits* in seventh grade

Outcome 7.3: In SY 2016-2020, students in CIS Physics by Inquiry will increase their knowledge and capacity of their environmental impact by choosing 4 areas of focus to track for a week and submit an action plan to improve upon to reduce their carbon footprint. This is assessed through University of Minnesota determined grading structure.

Activities:

- Students will read a book/article about environmental impactful concepts
- Students will reflect on their own environmental impact
- Students will develop an action plan to focus on 4 specific areas
- Students will track a reduction in their carbon footprint and assess through class presentation or summary paper evaluated by rubric

North Lakes Academy

Policy #: 108

Policy Name: Enrollment and Admission Procedures

Adopted: November 12, 2013

Revised: November 18, 2014

Reviewed: January 13, 2015

I. Purpose

The enrollment and admission process at North Lakes Academy Charter School is designed to ensure that parents and potential students are fully aware of the school's mission, vision, values, and expectations so that once informed, they will be able to decide whether NLA is the right fit for their student.

II. General Statement of Policy

A. All interested parties are encouraged to access this information and download forms from the North Lakes Academy website, located at <http://www.northlakesacademy.org>. If no Internet access is available, an enrollment application form can be sent upon request. All requests regarding tours or questions about the waiting list status should be directed to the Enrollment Director.

B. North Lakes Academy does not discriminate on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, or political beliefs.

III. Admission Requirements

A. According to Minnesota State Statute 124D.10, a charter school may limit admission to the following groups of students:

1. Pupils within an age group or grade level
2. Pupils who are eligible to participate in the graduation incentives program under Minnesota State Statute 124D.68
3. Residents of a specific geographic area in which the school is located when the majority of students served by the school are members of underserved populations

B. A charter school shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot.

1. The charter school must develop and publish, including on its website, a lottery policy and process that it must use when accepting pupils by lot.

C. A charter school shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot.

D. A person shall not be admitted to a charter school under the following conditions:

1. As a kindergarten pupil, unless the pupil is at least five years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences; or
2. As a first grade student, unless the pupil is at least six years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten; except that a charter school may establish and publish on its website a policy for admission of selected pupils at an earlier age, consistent with the enrollment process in Sections III.B and III.C.

E. Except as permitted in III.D, a charter school may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability and may not establish any criteria or requirements for admission that are inconsistent with this subdivision.

F. The charter school shall not distribute any services or goods of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school.

IV. Current Students

Current North Lakes Academy students do not need to re-apply for admission, but they are asked to submit an Intent to Return form for the upcoming school year. This form is due at the end of January in order to determine any additional openings for the lottery. This form will be available online and sent home to every North Lakes Academy family.

V. Open Enrollment Deadline

All applications to be included in the lottery for the upcoming school year must be received by the school no later than 3:00 p.m. on the last day of the Open Application period in February each year. All applications will be marked according to date received by the Enrollment Director.

VI. Enrollment Preference Policy

A. Preference for possible enrollment will be acknowledged and given to:

1. Siblings of students currently enrolled and in attendance at North Lakes Academy Charter School. Siblings include:
 - a. Any child of a family unit related biologically, by marriage or adoption to one or both parents.

- b. Any child in 'long-term' placement within a foster-care situation. Parents must provide NLA documentation from their case manager, judge or the court.
- 2. Any child of an employee of North Lakes Academy Charter School at the time of the lottery.

VII. General Lottery

- A. A completed application is required in order to be included in the annual lottery and/or placed on the waiting list.
- B. The lottery for all grades 5 - 12 will be held each within 10 days of Open Application closing to determine placement for the following school year.
 - 1. On that date, all existing and newly received applications - after being sorted by grade level - will be assigned a computerized, random number and placed sequentially by each grade to comprise the waiting list from which to fill the next year's class openings.
- C. Waiting list will remain in place for one school year. Students will need to re-apply each to be included in the next year's lottery process.
- D. Former students who have withdrawn and requested to remain on the waiting list will be subject to the same policies and lottery process.
- E. Students who are twins, triplets, etc. must each complete an application. However, only one application will be entered in the lottery for those students. If that application is accepted, the sibling's twin or triplet, etc. will also be admitted.

VIII. Enrollment of New Students

- A. Openings for grades 5 - 12 will be filled on a grade-level basis. The Enrollment Director will contact the first student on that grade's waiting list who has not already been contacted for the current school year.
 - 1. Any student who has already declined an offer for admittance for the current school year, but has requested to remain on the list, will be skipped for the rest of the current year.
- B. The Enrollment Director will be notified when a position is open once the school receives a withdrawal form or confirmed enrollment from another school/district.
- C. When accepting a position, the student's start date, grade level, transportation needs and siblings who may be on the waiting list or want to be added to it must be discussed with the parent.

D. Once the decision has been made to enroll, the parent/guardian(s) must provide the name of the student's current school so that NLA staff can request the student's records, and inform staff if the student is on an Individualized Education Plan (IEP) or receiving special education services.

E. Homeschool students will need to provide documentation that lists the names of the classes, the amount of time studied, and the grades received.

IX. Exceptions to the Lottery Process

An exception to the lottery process will occur if there are fewer applications for a given grade than the minimum enrollment number as outlined in this policy.

X. Student Withdrawal Procedure

When a student withdraws from North Lakes Academy, a Record Release Form should be completed and returned by a parent, routed to the Enrollment Director and placed in the student's cumulative file.

XI. Legal References

Minn. Stat. 124D.10 Charter Schools. Subd.9. (Admission Requirements)

EXHIBIT J – GOVERNANCE, MANAGEMENT AND ADMINISTRATION PLAN

The School shall have all powers, duties and responsibilities provided by law to a charter school.

The School shall abide by all applicable federal laws, statutes and regulations.

The School shall be exempt from all Minnesota statutes and rules applicable to a School, a School board or a School district, except as provided by Minnesota Statutes, section 124D.10, 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, Subdivision 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 North Lakes Academy;
- I have reviewed the charter school contract between North Lakes Academy and the Audubon Center of the North Woods;
- I have no conflict of interest as defined by MN Stat. 124D.10 Subd 4a.;
- If a conflict of interest arises as defined by MN Stat. 124D.10 Subd 4a., I will immediately vacate my position on the Board, or 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. 124D.10 and the charter contract;
- I will immediately vacate my position on the Board if I do not meet training requirements which includes training on the board's role and responsibilities, employment policies and practices, and financial management that must be initiated with six months after being seated and completed within 12 months of being seated, along with ongoing annual training;
- The Board is responsible for ensuring compliance with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools including the expectations contained in the preceding assurances


Signature

6/9/15
Date

Sandra L. Hammersten
Printed Name

763-242-5515
Phone Number

Sahammersten@northlakesacademy.org
E-mail Address

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Tim Hassler
Signature

6-9-15
Date

Tim Hassler
Printed Name

763-923-4775
Phone Number

thassler@northlakesacademy.org
E-mail Address

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Angela Houlahan
Signature

6/7/15
Date

Angela Houlahan
Printed Name

612-312-1806
Phone Number

ahoulahan@northlakesacademy.org
E-mail Address

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Susan Masterjohn
Signature

6/9/19
Date

Susan Masterjohn
Printed Name

651 485 0867
Phone Number

smasterjohn@northlakesacademy.org
E-mail Address

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Signature

6-09-2015
Date

Cody Miller
Printed Name


612-508-7025
Phone Number

cody.miller@Northlakesacademy.org
E-mail Address

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Signature

6/9/15
Date

Michael A. Nasser
Printed Name

651-464-2183
Phone Number

mnasser@northcentral.edu
E-mail Address

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Signature



Date

6/9/15

Printed Name

Beth Ann Peck

Phone Number

651-343-2810

E-mail Address

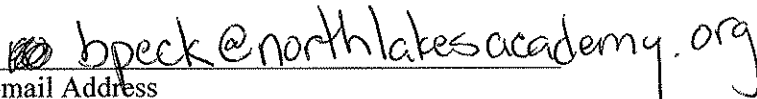


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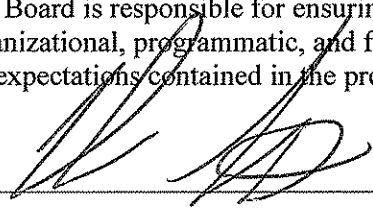
Signature

Date

Printed Name

Phone Number

E-mail Address


Christopher A. Stewart

6/9/15

(612) 290-0150

cstewart@northlakesacademy.org

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 School Division Immediately		
The Charter School Division needs to be contacted immediately to facilitate the legal transfer of all property of the school that was purchased with Federal Charter School Program funds to other schools. Federal Law and the assurances signed by the school requires special attention be given to this property. Contact the CSP Federal Grant personnel at the MDE for guidelines and assistance. <i>(See Inventory and Liquidation of Assets below)</i>		
Other:		
Reserve Funds		
Segregate by School Board resolution in a separate checking account up to \$45,000 in funds to be used for legal, accounting and other expenses to execute this Closure Plan and to dissolve the School Corporation.		
Other:		
Notification of Parents / Guardians		
Within 10 days after charter revocation, notify parents / guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following: * date of the last day of regular instruction; * cancellation of any planned summer school; * notice to parents that enrollment of children in their district of residence or other school is mandatory under state law for children that are six years of age or older; * offer of copies of student records before the CHARTER REVOCATION. * Provide ACNW with a copy of the notice.		
Other:		
Final Report Cards and Student Records Notice		
Within 7 days after CHARTER REVOCATION, provide parents / guardians with copies of final report cards and notice of where student		

<p>records will be sent (the school district of the School's location) and specific contact information.</p> <ul style="list-style-type: none"> * The notice must advise the parent/guardian to contact the school where the student intends to enroll and to have the student's new school contact the School's district of location 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		
<p>No later than 10 days after CHARTER REVOCATION send student records to the School's district of residence, including:</p> <ul style="list-style-type: none"> * Individualized Education Programs (IEPs) and all records regarding special education and supplemental services; * student health / immunization records; * attendance records; and * all other student records. <p>All end of school year grades and evaluations must be completed and made part of the student records, including any IEP /Committee on Special Education meetings /progress reports. As noted above, parents / guardians should be offered copies of 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 the School's district of location. 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 the district of location. The school should also send a set of Individual Student Reports to resident district and parents.</p>		
Other:		
Notification of School Districts		
<p>Within 7 days after the charter revocation, the School must notify school district(s) of students' residence regarding the termination of the education program and lack of future enrollment.</p> <ul style="list-style-type: none"> * If applicable, notification regarding cessation of food and transportation services should be provided. * Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment. * Provide ACNW with a copy of the notice. 		
Other:		
Notification of Funding Sources /Charitable Partners		
<p>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.</p> <ul style="list-style-type: none"> * The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from charitable partners as long as the charity is aware of the School's closure / restructuring status. * Charities with property on the premises of the School should be notified to remove same as soon as possible or after CHARTER REVOCATION, whichever is appropriate. 		
Other:		

Notification of Contractors and Termination of Contracts

Within 20 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.

- * If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property.
- * Provide ACNW with a copy of such notice.
- * Retain records of past contracts with proof that they were fully paid (*see* Records Retention, below) to prevent spurious claims.

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 wind-up of the School.

- * Telephone, gas, electric, water, insurance (premises and E&O insurance, *see* below) should remain operative through the CHARTER REVOCATION and to the extent necessary to wind up the School's affairs beyond that time.

Other:

Notification of Employees and Benefit Providers

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:

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

Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted. Employees should be notified of eligibility for unemployment compensation. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the CHARTER REVOCATION, and reserve funds should be set aside for this purpose.) *See* School Wind-Up Plan and Action regarding payment of taxes, below.

Other:

Notification of Food and Transportation Services and Cancellation of Contracts

Within 20 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		
<p>Within twenty (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.</p> <ul style="list-style-type: none"> * This list is not the same as the contractor list, above, but may include contractors, which should be listed. * Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. Security interests may be recorded and filed pursuant to the Uniform Commercial Code (UCC) with the county and State of Minnesota, and may include all of the assets of the School Corporation or specific assets in which a creditor has an interest as long as such debt remains outstanding. * The UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached. * Debtors include persons who owe the school fees or credits, lessees or sub lessees of the School, and any person holding property of the School. * 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		
<p>Within thirty (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?</p> <p>Other:</p>		
Notification to Debtors		
<p>Within thirty (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.</p>		
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,</p>		

<p>but not be limited to, the following.</p> <ul style="list-style-type: none"> * Termination of non-essential personnel and cancellation of non-essential services prior to CHARTER REVOCATION. * Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments). * Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors. (<i>See</i> 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). 		
<p>Other:</p>		
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. 		
<p>Other:</p>		
Inventory		
<p>No later than 30 days prior to CHARTER REVOCATION, all of the School's assets must be inventoried with item #'s and quantities and/or its inventory updated.</p> <ul style="list-style-type: none"> * All assets of the School, not just ones over a certain dollar value must be inventoried. * Provide ACNW with a copy of the inventory. * Identify assets purchased with Federal CSP Grant funds, * Identify assets belonging to other entities (school district, county, municipality, teachers, health department, foundations, vendors, 		

PTA, etc.), including those borrowed or loaned. * Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. * Return assets not belonging to School and document same.		
Other:		
Liquidation of Assets		
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 status of all contracts and other obligations of the School Corporation, and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing: * all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School or School Corporation outstanding, including principal and accrued interest, as of the date of the interim report; and * all amounts owed to the School Corporation by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and * all income generated through sale or auction of assets and any other change in status of assets. The School will prepare and submit such statements to ACNW at 30 day intervals until the final statement (below) is prepared and submitted.		
Other:		
Final Statement		
At a date to be determined by ACNW, anticipated to be no later than 90 days after CHARTER REVOCATION, no later than 10 days prior to the filing of		

<p>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 (below). 		
Other:		
Final Financial Statement Audit		
The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1st of the calendar year in which the School ceases instruction.		
Other:		
Closeout of State and Federal Grants		
<p>State, federal and other grants must be closed out, (<i>See Contact MDE section above</i>) including:</p> <ul style="list-style-type: none"> * notification to the grant entity of the School closure; and * filing of any required expenditure reports or receipts and any required program reports. <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>		
Other:		
IRS Status; Reports		
<p>The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:</p> <ul style="list-style-type: none"> * notification to IRS regarding any address change of the School Corporation; 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 		
Other:		
Corporate Records		
In all cases, the School Board shall maintain all corporate records related to:		

<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, any and all records not previously sent to the school district of the School's location should be sent to that school district.</p>		
Other:		
Resolution of Dissolution		
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.		
Other:		
Dissolution		
<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 * a statement of the ascertainable debts of the education corporation. <p>Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of 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>		
Other:		
Final Distribution of Assets		
<p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations. Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools in the school district or to the school district.</p> <ul style="list-style-type: none"> * An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the 		

recipient. (In case of later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.) * In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations.		
Other:		

EXHIBIT N - Provisions for Education Service or Management Contract

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

1. **Submission of Service Contract.** The Service Contract 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 over the Service Contract.
 - d. The Service Contract shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter School Agreement with the Authorizer.
 - e. The Service Contract shall articulate the performance measures, consequences, and mechanisms by which the Charter School board of directors will hold the Service Provider accountable aligned with the Charter School Agreement.
 - f. The Service Contract shall clearly delineate the respective roles and responsibilities of the Service Provider and the Charter School in the management and operation of each school facility for which the Service Provider shall provide management or operations services, including responsibilities of each party in the event of school closure.
 - g. The Service Contract shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source.
 - h. The Service Contract shall clearly state all compensation and payments to be paid by the Charter School to the Service Provider for all services including management, administrative, licensing, technology, curriculum, performance bonuses, and any other amounts paid to the Service Provider, including to any

- third party vendors, and shall clearly explain the method for calculating such fees or payments.
- i. The Service Contract shall articulate the terms of any facility agreement that may be part of the relationship, referencing a lease as appropriate, and clearly delineate lease, debt-service or other facilities related fees or costs paid by the Charter School to the Service Provider.
 - j. The Service Contract shall ensure that all payments to the Charter School from the State or other grant making organizations shall be made to an account controlled by the Charter School board of directors, not the Service Provider.
 - k. The Service Contract shall require all instructional materials, furnishings, and equipment purchased or developed with public funds to be the property of the Charter School, not the Service Provider.
 - l. The Service Contract shall require the Charter School board of directors to directly select, retain and compensate the school attorney and audit firm.
 - m. The Service Contract shall provide that all employees or contractors of the Service Provider who have direct, regular contact with students of the Charter School shall be subject to criminal background investigations and checks in compliance with applicable laws.
 - n. The Service Contract shall provide that any and all financial books of the Charter School held or managed by the Service Provider shall be available for inspection by the Charter School board of directors and/or the Charter School Authorizer.
 - o. The Service Contract shall provide that all financial reports provided or prepared by the Service Provider shall be presented in GAAP/FASB (Financial Accounting Standards Board) approved nonprofit format consistent with Authorizer requirements.
 - p. The Service Contract shall articulate the process and criteria to be used for evaluation of the Service Provider by the Charter School.

3. Financial Reporting

- a. Budget. The budget prepared by the Charter School pursuant to applicable provisions of the Charter School Agreement shall include, without limitation, the following itemized information:
 - i. All contract payments, lease payments, management fees, administrative fees, licensing fees, curriculum fees, technology fees, performance bonuses and other amounts budgeted for the Service Provider, or

otherwise budgeted for the Service Contract by the Charter School, with the method for calculating such fees or payments clearly explained.

- b. 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 entire school's financial operations, including an itemized accounting of all amounts paid to the Service Provider or otherwise paid for services in the Service Contract, which amounts shall be itemized in a manner that clearly corresponds to those categories provided in the Charter School's annual budget or the Service Contract.
- c. 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.
- d. Reporting of Loans and Investments. All loans to, or investments in, the Charter School by the Service Provider must be evidenced by appropriate documentation and disclosure, either in the Service Contract or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter School and shall clearly state the Service Provider's expected return on equity.

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

Audubon Center of the North Woods

North Lakes Academy

Reauthorization Evaluation Report

January 26, 2015

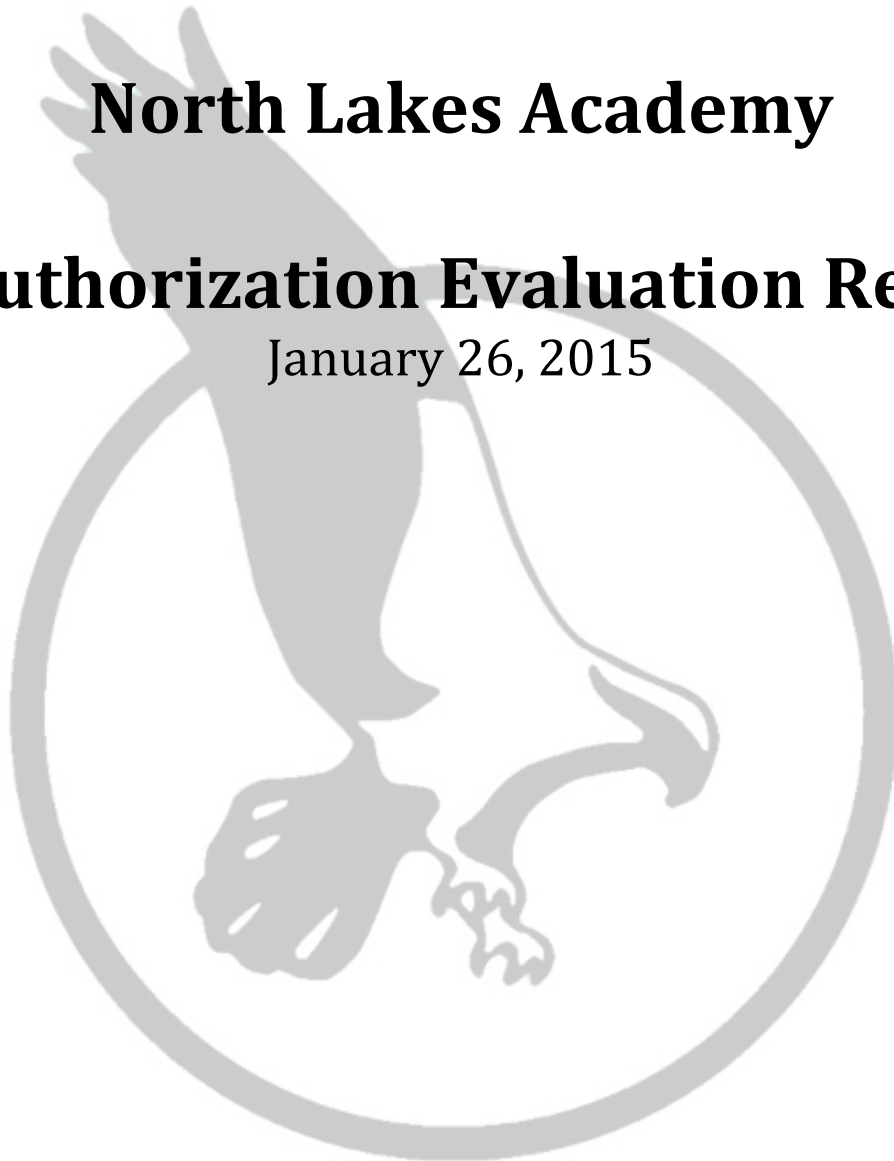
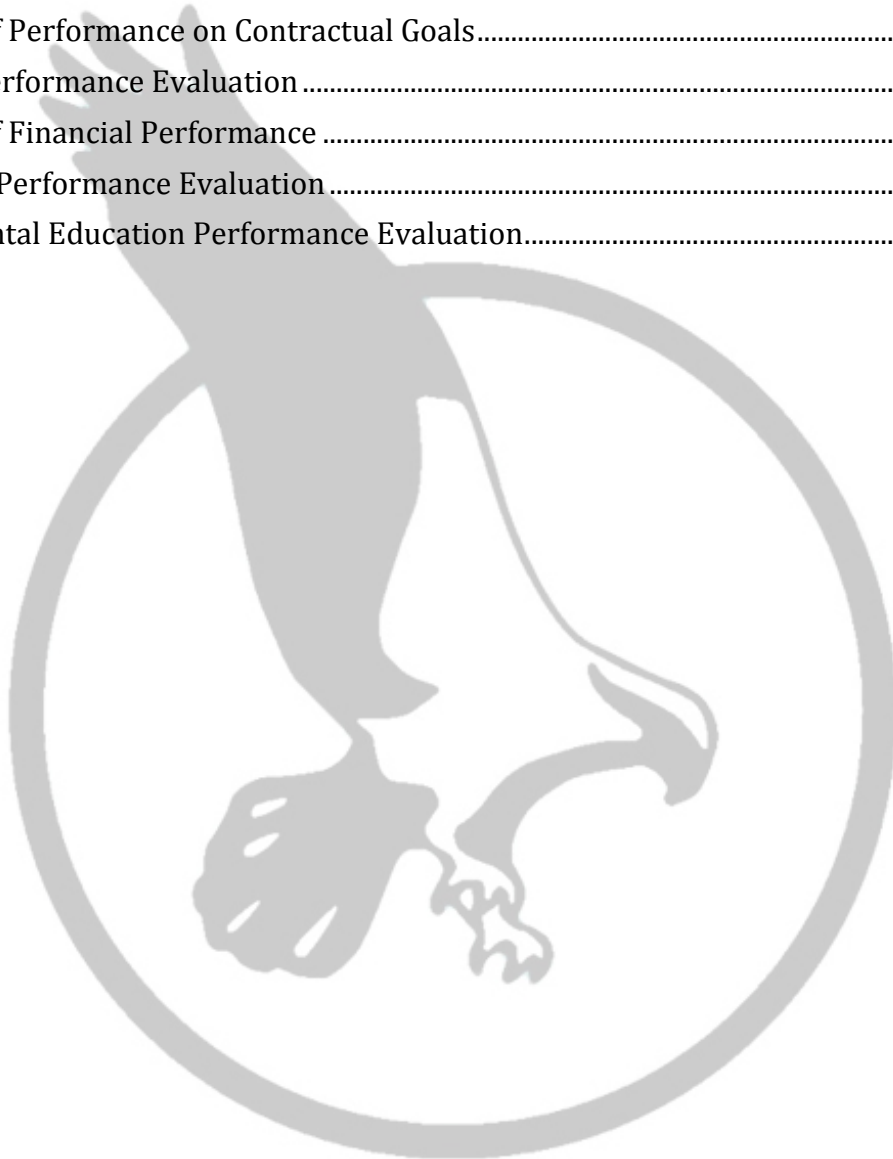


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Report Introduction

The Audubon Center of the North Woods (ACNW), consistent with Minnesota Statute 124D.10 and as part of our commissioner approved authorizer application (AAA) 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 a success?
- Is the school financially viable?
- Is the organization effective and well run?
- Is the school's 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.

Information about the ACNW reauthorization process and an overview of the complete performance frameworks can be found at <http://auduboncharterschools.org/what-we-do/>.

Recommendation

Recommendation: Full-Term Renewal – 5 years

The ACNW Charter School Division recommends that the Audubon Center of the North Woods Board of Directors approve the Application for Charter Renewal of North Lakes Academy and renew its charter for a period of five years with authority to provide instruction to students in 5th through 12th grade in the manner set forth in its Application for Charter Renewal, with a total enrollment of up to 440 students.

During the current contract period, the school has not had academic goals that were effectively constructed or measured; however, the school has consistently met or come close to meeting key measures in reading, mathematics, science, and environmental education. In addition, the high school has been designated a Celebration Eligible school for three consecutive years. The school has demonstrated improving financial health, along with effective governance, financial management and operations.

Two areas for growth to be monitored closely throughout a new contract term are academic performance in math, and the school's financial health, particularly the fund balance. The school has demonstrated mixed performance in these areas that provides opportunities for improvement.

Ultimately, given the school's consistently strong or improving performance in nearly all areas, a full term renewal is warranted.

School Overview

Mission:	North Lakes Academy will provide a rigorous, liberal arts curriculum in a small, personalized, developmentally appropriate environment to students and families who value education.
Vision:	North Lakes Academy will provide an environment in which middle and high school students will learn eagerly, extensively and deeply in order that they will be able to assume productive and satisfying roles in a global society.
Description:	North Lakes Academy (NLA) is a charter school located in Forest Lake, Minnesota, a community north of Saint Paul, Minnesota. The school was organized by a group of Forest Lake area parents and teachers seeking an alternative to the large junior high schools available to the children in the community. NLA was chartered in the spring of 1999 and opened for operation in the fall of 1999. The school has served students in grades six through nine since its inception. During the 2007-2008 school year the NLA Board authorized the additions of grades 5 and 10 for SY 2008-09, grade 11 for SY 2009-10 and grade 12 for SY 2010-11. In addition to math, science, language arts and social studies, the disciplines of modern language, visual arts, musical arts, physical education and technology are considered core academic areas at North Lakes.
Year school opened:	1999
Year began with ACNW:	2011
Current contract period:	July 1, 2011 – June 30, 2015
School location:	Forest Lake
Website:	http://www.northlakesacademy.org/
Grade levels served:	5- 12
Number of students: (SY2013-2014 data)	365
Student demographics: (SY2013-2014 data)	White – 94% Special Education – 18% FRP – 26%

Performance Evaluation Summaries

Academic	
Indicator 1: Mission Related Goals	Not Applicable
Indicator 2: English Language Learners	Not Applicable
Indicator 3: Reading Growth	Meets
Indicator 4: Math Growth	Approaches
Indicator 5: Reading Proficiency	Meets
Indicator 6: Math Proficiency	Approaches
Indicator 7: Science Proficiency	Meets
Indicator 8: Proficiency in Other Curricular Areas	Not Applicable
Indicator 9: Post Secondary Readiness	Meets
Indicator 10: Federal and State Accountability	No Designation / Celebration Elig.
Indicator 11: Attendance	Exceeds

Financial	
Indicator 1: Management	
1.1: Budgeting	Meets
1.2: Financial Policies and Practices	Meets
1.3: Financial Reporting	Meets
1.4: Financial Audit	Meets
Indicator 2: Near-Term	
2.1: Current Ratio	Meets
2.2: Days Cash on Hand	Does Not Meet
2.3: Enrollment Variance	Meets
Indicator 3: Sustainability	
3.1: Fund Balance Percentage	Does Not Meet
3.2: Total Margin	Meets
3.3: Debt to Asset Ratio	Does Not Meet

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

Environmental Education	
Indicator 1: EE-Based Curriculum Components	Meets
Indicator 2: Field Trips to Natural Areas	Approaches
Indicator 3: Promote Environmental Stewardship	Approaches
Indicator 4: Elective EE Trend Areas	Meets
Indicator 5: Ongoing EE Trend Areas	Not Applicable
Indicator 6: Commitment	Meets
Indicator 7: Science Proficiency	Meets
Indicator 8: Environmental Literacy	Meets

Academic Performance Evaluation

Overview

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

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

Summary Discussion

North Lakes Academy demonstrated strong academic performance over the course of the current contract term. Reading and Science results have been particularly strong, meeting the standard, while Math results have been less strong, approaching the standard.

On **reading growth** based on MCA results, the school has consistently performed comparably to the state, the local district, and comparison schools on several measures including the z-score calculation, the percentage "on track for success," and the percentage of non-proficient students achieving high growth on the MCAs. Both the middle and high schools have had a positive z-score in each of the past three years, except the high school in 2014. 37.5% of the school's non-proficient students made high growth, which was higher than the state and slightly higher than the district. The percentage of students who qualify for free/reduced price (FRP) lunch who were "on track for success" was high, comparable to overall school performance, and above the state and local district.

On the NWEA MAP assessment, 62.0% of middle school students and 50.6% of high school students met their projected fall to spring growth target in FY14 in reading, which are relatively high rates of performance.

Reading proficiency has been similarly strong over the past three years. On the MCA the school had a higher percentage of students reaching proficiency than the state and the local district. The school's proficiency index was also higher than the state's and the local district's. All grades had over 60% of their students reach proficiency except grade 8 (46.3%). Students who qualify for free/reduced lunch achieved proficiency at similar rates to all students and at rates higher than the same subgroup at the state and district levels.

On **math growth** based on MCA results, the school has consistently performed slightly below the state and local district on a number of measures including the z-score calculation, the percentage "on track for success," and the percentage of non-proficient students achieving high growth on the MCAs. The school has had mixed z-scores over the past three years, including negative scores for both the middle and high school in 2014. The school has had a lower percentage of students "on track for success" than the state and local district. Approximately 23% of the school's non-proficient students made high growth which was below the state, the local district, and one comparison school.

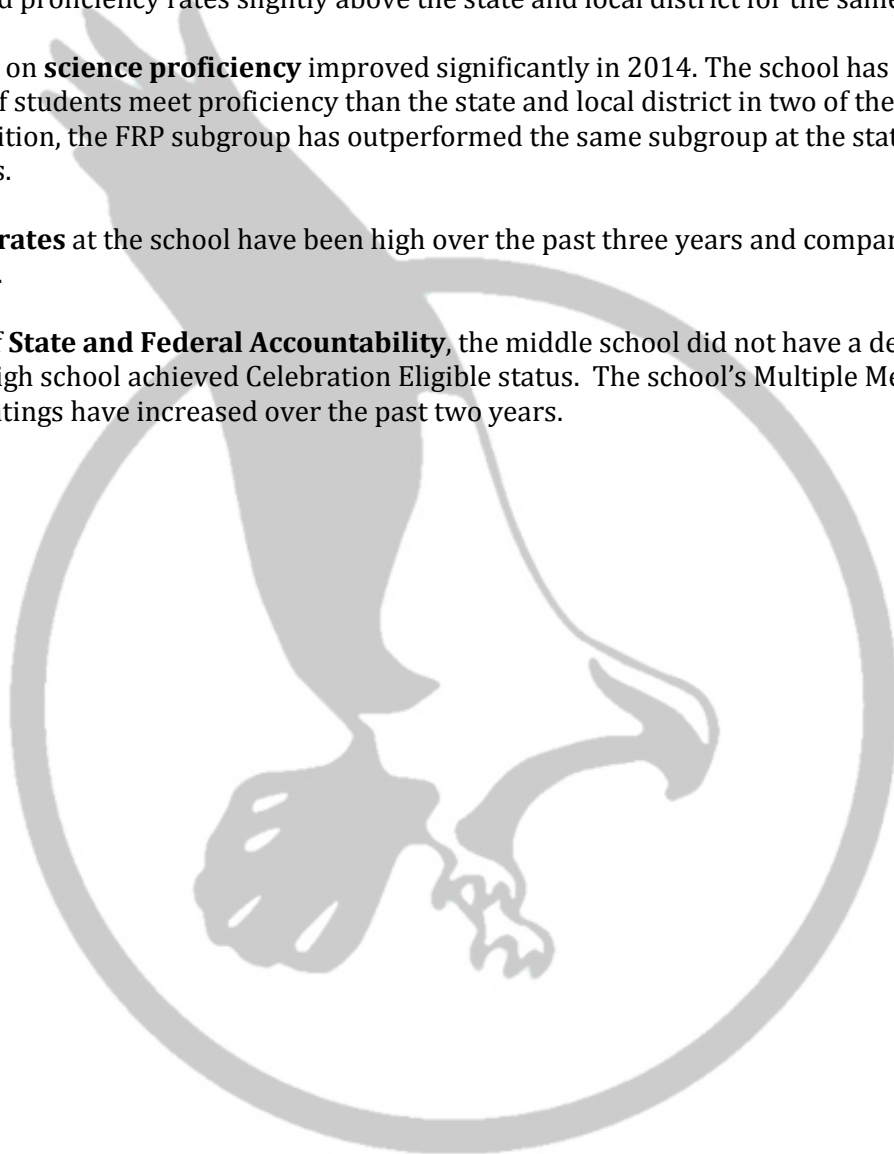
On the NWEA MAP assessment, approximately 65.4% of students met their projected fall to spring growth target in FY14 in math, and all grades had relatively high rates of students meet their projected targets.

Performance on **math proficiency** has been fairly consistent and near 50% over the last three years, though the 2014 rate was the highest in that time period. The school's proficiency index has also been consistently near 65.0, though somewhat below the state and local district. Grades 8 and 11 have generally performed below other grade levels at the school. The school's FRP subgroup has demonstrated proficiency rates slightly above the state and local district for the same subgroup.

Performance on **science proficiency** improved significantly in 2014. The school has had a higher percentage of students meet proficiency than the state and local district in two of the past three years. In addition, the FRP subgroup has outperformed the same subgroup at the state and local district levels.

Graduation rates at the school have been high over the past three years and comparable to local district rates.

In the area of **State and Federal Accountability**, the middle school did not have a designation though the high school achieved Celebration Eligible status. The school's Multiple Measurement and Focus Ratings have increased over the past two years.



Summary of Performance on Contractual Goals

Consideration of performance over the course of the current contract term.

North Lakes Academy's goals were insufficient and difficult to measure during the current contract term.

Goal Area	Performance	Comments
Reading Growth	Nearly Met	This was not a well constructed goal and the measure was insufficient to effectively determine progress. Based on data provided by the school, the goal was nearly met.
Math Growth	Nearly Met	The school had two goals in this area. The school did not provide any data on the first goal. The second was not a well constructed goal and the measure was insufficient to effectively determine progress. Based on data provided by the school, the goal was nearly met.

An Academic Data Profile on Minnesota State Assessments for the school is attached as Appendix A.

Academic Performance Indicator 1: Mission Related Goals

Mission Related Goals: Are students achieving significant academic growth, knowledge and skill development, and accomplishments related to the school's mission?

Students are measured in aspects of student learning (e.g. critical thinking, problem solving, 21st Century skills, personal responsibility, content areas other than mathematics and reading) directly related to the school's mission and show significant academic growth, knowledge and skill development, and accomplishments.

Summary Analysis:

The school is not rated on this performance indicator because the school does not have a contractual goal in this area.

Academic Performance Indicator 2: English Language Learners

English Learner (EL) Student Performance: Are EL students at the school achieving adequate progress towards English Language Proficiency?

Schools with EL students must assess these students' progress towards English Language Proficiency. All EL students take the ACCESS for ELLs, which is designed to measure their progress in acquiring academic English. Schools that receive Title III funding are expected to meet Annual Measurable Achievement Objectives (AMAO) for English Learners.

Summary Analysis:

The school is not rated on this performance indicator because the school does not have a contractual goal in this area and the school reports having no English learners.

Academic Performance Indicator 3: Reading Growth

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

The school measures and reports on student growth in reading achievement over the course of a school year (fall to fall, fall to spring, and/or spring to spring). Data may be from a variety of sources: MCA series growth data, normative assessments such as NWEA or STAR, and curriculum-based assessments.

School Goal:

100% of general education continuously enrolled students will make a minimum of one year's growth in language literacy as determined by the NLA authentic assessment framework.

Goal Results:

The school reported a fail rate of 3.2% (54 failing grades given out of 1648 total course grades given) as evidence that the school fell short of its goal of 100 percent making one year's growth.

Additional Data:

See MCA performance in Data Profile (Appendix A).

Select MCA Comparison Data:

Mean Growth Z-Score – All	FY14
North Lakes Academy (MS)	0.16
Spectrum High School	0.15
Forest Lake Senior High (ISD 831)	-0.02
North Lakes Academy (HS)	-0.13
Royalton High School	-0.64

Percent On-Track – All	FY14
Spectrum High School	64.1
North Lakes Academy	60.5
ISD 831 Forest Lake Public School District	59.0
State of Minnesota	56.1
Royalton High School	28.1

Percent On-Track – FRP	FY14
Spectrum High School	63.0
North Lakes Academy	60.0
ISD 831 Forest Lake Public School District	45.7
State of Minnesota	43.4
Royalton High School	21.1

Percent On-Track – SpEd	FY14
North Lakes Academy	50.0
Spectrum High School	48.5
ISD 831 Forest Lake Public School District	46.0
State of Minnesota	40.2
Royalton High School	9.1

The school reported NWEA results showing the percent of students that made the expected fall to spring growth rates:

Middle School - Percent of Students Making Expected Growth on NWEA MAP Reading	
Grade 5	75.9
Grade 6	59.1
Grade 7	64.0
Grade 8	54.8
Total	62.0

Upper School - Percent of Students Making Expected Growth on NWEA MAP Reading	
Grade 9	47.5
Grade 10	53.8
Total	50.6

Rating:

Meets Standard

Summary Analysis:

The school did not meet its goal as reported; however, the measure used is confusing as it is not clear how counting passed classes is a way to measure one year's growth in reading. Improved goals will be needed for a subsequent contract.

The school outperformed the state, local district, and comparison schools in many categories of data related to reading growth on MCA series tests over the past three year. High percentages of the SpEd subgroup of students have been "on track for success" in each of the past three years; these rates have also been higher than the state rates for this subgroup.

High percentages of students achieved expected growth targets on the NWEA (although the percentages are higher in grades 5-7 than grades 8 and 10) in 2014. Students in the middle grades consistently show better results than students in the high school program on both MCA series tests and the NWEA MAP.

Based on performance on MCA series tests and the NWEA MAP assessments, a majority of students are meeting expected growth targets in reading and the school merits a rating of Meets Standard.

Academic Performance Indicator 4: Math Growth

Math Growth: Are all and subgroups of students meeting expected growth targets in math?

The school measures and reports on student growth in math achievement over the course of a school year (fall to fall, fall to spring, and/or spring to spring). Data may be from a variety of sources: MCA series growth data, normative assessments such as NWEA or STAR, and curriculum-based assessments.

School Goal:

1. Ninety percent of all new students will show at least one year of academic growth in mathematics as measured by NWEA and/or MCA and/or contextualized tests.
2. 100% of general education continuously enrolled students will make a minimum of one year's growth in mathematics as determined by the NLA authentic assessment framework.

Goal Results:

1. The school did not report on this goal.
2. The school reported a fail rate of 1.6% (3 students out of 189 continuously enrolled) as evidence that the school fell short of the second goal of 100 percent making one year's growth.

Additional Data:

See MCA performance in Data Profile (Appendix A).

Select MCA Comparison Data:

Mean Growth Z-Score – All	FY14
Spectrum High School	0.24
Forest Lake Senior High (ISD 831)	0.12
North Lakes Academy (MS)	-0.15
North Lakes Academy (HS)	-0.21
Royalton High School	-0.25

Percent On-Track – FRP	FY14
Spectrum High School	70.4
ISD 831 Forest Lake Public School District	49.2
State of Minnesota	44.9
North Lakes Academy	42.9
Royalton High School	33.4

Not Proficient High Growth - All	FY14
Spectrum High School	53.1
ISD 831 Forest Lake Public School District	32.4
State of Minnesota	30.0
North Lakes Academy	22.7
Royalton High School	17.4

The school reported NWEA results showing the percent of students that made the expected fall to spring growth rates:

Middle School - Percent of Students Making Expected Growth on NWEA MAP Math	
Grade 5	93.1
Grade 6	72.5
Grade 7	50.0
Grade 8	57.1
Total	65.0

Upper School - Percent of Students Making Expected Growth on NWEA MAP Math	
Grade 9	65.0
Grade 10	66.7
Total	65.8

Aggregate of both schools: 65.4%

Rating:

Approaches Standard

Summary Analysis:

The school did not meet the second goal and did not report on the first goal. However, the second goal is confusing as it is not clear how counting failed classes is a way to measure one year's growth in math. The first goal is also not clear in the exact measure being used to evaluate success.

The school's mean score z-score has been negative and/or decreasing over the past two years, though it was positive for both the middle and high school in 2012. The high school's z-score has been lower than the local district high school's z-score for two of the past three year. The school has also had a lower percentage of students "on track for success" compared to the state, the local district, and one comparison school in each of the past two years. Higher percentages of students have been "on track for success" in grades 5-7 than in grades 8 and 11. The school also had a lower percentage of non-proficient students making high growth than the state, the local district, and one comparison school in 2014.

A relatively high percentage of proficient students achieved expected (medium or high) growth targets on MCA series tests (70%), and a high percentage of students also achieved expected growth targets on the NWEA (65.4%).

Based on strong NWEA MAP assessment results and mixed MCA assessment results, the school merits a rating of Approaches Standard.

Academic Performance Indicator 5: Reading Proficiency

Reading Proficiency: Are all and subgroups of students achieving proficiency in reading?

Students are assessed to evaluate grade level competency in math. MCA series assessment data is evaluated. Schools may also provide additional data from norm referenced assessments showing grade level equivalencies and curriculum based assessments.

Additional Data:

See MCA performance in Data Profile (Appendix A).

Select MCA Comparison Data:

<u>Proficiency Rate – All</u>	<u>FY14</u>
Spectrum High School	68.6
North Lakes Academy	65.7
ISD 831 Forest Lake Public School District	60.8
State of Minnesota	59.8
Royalton High School	34.3

<u>Proficiency Rate – FRP</u>	<u>FY14</u>
Spectrum High School	67.3
North Lakes Academy	59.2
ISD 831 Forest Lake Public School District	45.3
State of Minnesota	40.9
Royalton High School	38.1

<u>Proficiency Rate – SpEd</u>	<u>FY14</u>
Spectrum High School	54.1
ISD 831 Forest Lake Public School District	40.6
North Lakes Academy	37.8
State of Minnesota	34.5
Royalton High School	8.3

Rating:
Meets Standard

Summary Analysis:

The school's proficiency rate in 2014 was higher than the state average, the local district, and one comparison school and it has been consistently over 60% the past three years. All tested grades had over 60% of students proficient, except for grade 8 which had only 48% proficient. For the Free and Reduced subgroup, the school's proficiency rate has consistently been significantly higher than the state average, the local district, and one comparison school. For the Special Education subgroup, the school's proficiency rate has been comparable to the state average, though slightly below the district average in two of the last three years and substantially below that of all students at NLA.

Trends:

- The school's MCA proficiency rate has been consistently high relative to state/local district/comparable schools.
- The Free/Reduced and Special Education subgroups have performed relatively well, particularly as related to the state accountability targets for NLA.

Because of the overall strong performance in the area of reading proficiency, the school merits a rating of Meets Standard.

Academic Performance Indicator 6: Math Proficiency

Math Proficiency: Are all and subgroups of students achieving proficiency in math?

Students are assessed to evaluate grade level competency in math. MCA series assessment data is evaluated. Schools may also provide additional data from norm referenced assessments showing grade level equivalencies and curriculum based assessments.

Additional Data:

See MCA performance in Data Profile (Appendix A).

Select MCA Comparison Data:

<u>Proficiency Rate – All</u>	<u>FY14</u>
ISD 831 Forest Lake Public School District	65.1
Spectrum High School	63.7
State of Minnesota	61.9
North Lakes Academy	53.8
Royalton High School	33.3

Proficiency Rate – FRP	FY14
Spectrum High School	63.2
North Lakes Academy	50.0
ISD 831 Forest Lake Public School District	49.4
State of Minnesota	43.0
Royalton High School	33.3
Proficiency Rate – SpEd	FY14
ISD 831 Forest Lake Public School District	36.1
State of Minnesota	33.3
North Lakes Academy	26.3
Spectrum High School	26.3

Rating:

Approaches Standard

Summary Analysis:

The school's proficiency rate has been lower than the state average, the local district, and one comparison school in each of the past three years. The school's rate has been hovering around 50% the past three years. In FY14 all tested grades had over 60% of students proficient except for grade 8 (41.5%) and grade 11 (31.3%). The school's proficiency index was lower than the state average, the local district, and one comparison school in each of the last three years. However, the school's index has been consistently over 60.0 the past three years. For the Free and Reduced subgroup, the school's proficiency rate was higher than the state average, the local district, and one comparison school in FY14 and demonstrated improvement over the FY13 and FY12 rates.

For the Special Education subgroup, the school's proficiency rate has been consistently below the state average and the local district average and substantially below that of All students at NLA. Nonetheless, the middle school met proficiency targets for this subgroup in FY13 and FY14.

Trends:

- The school's MCA proficiency index rate has been slightly lower than the state, district, and one comparison school.
- The Free and Reduced subgroup performed relatively well, particularly as related to the state accountability targets.
- The Special Education subgroup did not perform as well in math proficiency, though state accountability targets were met in the middle school.

Because the school's performance is lagging slightly behind the state, the local district, and one comparison school and because of the uneven results across grade levels, the school merits a rating of Approaches Standard.

Academic Performance Indicator 7: Science Proficiency

Science Proficiency: Are all and subgroups of students achieving proficiency in science?

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

Additional Data:

See MCA performance in Data Profile (Appendix A).

Select MCA Comparison Data:

Proficiency Rate – All	FY14
North Lakes Academy	63.6
ISD 831 Forest Lake Public School District	63.3
State of Minnesota	54.5
Spectrum High School	43.3
Royalton High School	28.8

Percent Proficient and Partially Proficient – All	FY14
North Lakes Academy	87.9
ISD 831 Forest Lake Public School District	87.8
Spectrum High School	84.1
State of Minnesota	79.8
Royalton High School	60.6

Proficiency Rate – FRP	FY14
North Lakes Academy	46.7
ISD 831 Forest Lake Public School District	43.8
Spectrum High School	41.4
State of Minnesota	34.4
Royalton High School	25.0

Rating:

Meets Standard

Summary Analysis:

NLA's science proficiency rate was higher than the state average, the local district, and two comparison schools in 2014. The school's proficiency rate was significantly higher than the state average and two comparison schools, and similar to the local district. The school's proficiency rate improved significantly from 2013 to 2014 (increasing from 48.3% to 63.6%), and the high school cohort had over 70% proficient in 2014, although Grade 8 had only 46.3% proficient. The school's percentage of students that were either proficient or partially proficient in 2014 (almost 90%) was higher than the state, the local district, and two comparison schools. For the Free and Reduced subgroup, the school's proficiency rate has been consistently higher than the state average, the local district, and two comparison schools for the past three years. This performance merits a rating of Meets Standard.

Academic Performance Indicator 8: Proficiency in Other Curricular Areas

Proficiency in Other Curricular Areas: Are all and subgroups of students achieving proficiency in other curricular areas?

Students are assessed to evaluate grade level competency in other curricular areas such as writing, social studies, and art. Schools may provide data from norm referenced assessments, college-readiness assessments, curriculum based assessments, or other assessments showing student performance levels in other curricular areas.

Summary Analysis:

The school is not rated on this performance indicator because the school does not have a contractual goal in this area.

Academic Performance Indicator 9: Post Secondary Readiness

Post Secondary Readiness: Are all and subgroups of high school students prepared for post secondary success?

Students are assessed to evaluate post secondary readiness. A variety of data points can be considered including graduation rate data, placement test data, college and career awareness data, college credits earned, and post secondary skill development data.

Additional Data:

See Graduation data in Data Profile (Appendix A).

- The school considers 2013 the first year of a “full” graduating class.
- The school reported that in the 2013-14 SY, 72% of seniors graduated with college credits – most of which were attained through AP and CIS classes taken on campus.
- The school also reported that it had an increase from 14 to 25 students participate in ACT testing and that a high number of students applied to and were accepted into a 4-year college.

Rating:

Meets Standard

Summary Analysis:

Data provided by the school highlights substantial evidence of that the school is making progress in meeting its mission of graduating students who are confident, skilled scholars and citizens prepared to succeed in a post-secondary institution. It is noteworthy that nearly three-fourths of FY14 graduates earned some college credit prior to graduation. The school’s 4-year graduation rates are above that of the state and the local district in FY13 (the most recent year that data is available), though somewhat below those rates in FY12. The 5-year and 6-year rates are above 90%, which is the statewide goal in Minnesota, albeit for the 4-year rate. The school has the opportunity to provide much more comprehensive data related to post-secondary readiness which includes the percentage of students taking the ACT, SAT or ACCUPLACER and the percentage of students scoring college ready on those exams. Such data will be required for future contracts.

Academic Performance Indicator 10: Federal and State Accountability

Federal and State Accountability: How is the school performing under the state's NCLB waiver – the MMR system?

Under ESEA Flexibility, Minnesota developed an accountability system that is focused on closing the achievement gap and promoting high growth for all students. A Multiple Measurements Rating (MMR) is given to all schools in the state on an annual basis and measures school performance in the areas of proficiency, growth, achievement gap reduction, and graduation rates. A second rating, the Focus Rating (FR), is also used to measure a school's success in reducing achievement gaps between student groups.

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

Designation:

Middle School – No Designation

Upper School – Celebration Eligible

Additional Data:

See MMR information in Data Profile (Appendix A).

Summary Analysis:

NLA's upper school was designated as a Celebration Eligible school for the 3rd consecutive year, though the school lost ground in the domains of Achievement Gap Reduction and Growth.

NLA's middle school showed gains from the previous year in the domains of Achievement Gap Reduction and Growth while maintaining the same level in the domain of Proficiency. The middle school received no designation.

Academic Performance Indicator 11: Attendance

Attendance: Are students attending school at high rates?

School Goal:

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

Additional Data:

See Attendance data in Data Profile (Appendix A).

Rating:

Exceeds Standard

Summary Analysis:

The school has had a consistently high attendance rate over the past three years above or close to 95%.

Financial Performance Evaluation

Overview

This 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.

Summary Discussion

North Lakes Academy has demonstrated improving financial performance over the course of the current contract term. Financial Management indicators all meet standard as the school implements reasonable and successful budget management processes and conducts its business in accordance with sound practices. The school's near-term financial health is generally positive, though days cash does not meet standard. This is directly related to the school's long-term financial health; its fund balance at FY14 year-end was 10.1%, below the standard, though a significant increase from FY12. The school's lower debt to asset ratio is another indicator of the school's improving financial status.

Recent facility improvements will likely be funded through general education revenue, though the school had hoped to raise funds to pay for these expenses. Nonetheless, if enrollment at the school remains at or above 400 students, the administrative staff is appropriately sized for the needs of the school, and the one-time facility expenses that occurred during the current year are not repeated, the school should be in a strong financial position with an opportunity to increase its fund balance and to invest in the discussed staff retention program of measured compensation increases for teachers at the school.

It should be noted that North Lakes Academy had an affiliated building company that was dissolved in FY13. While the building company did have outstanding payables, these were all legally dismissed.

Summary of North Lakes Academy Financial Performance

Financial Statements – Three-year Summary			
	2012	2013	2014
Balance Sheet			
Cash	\$64,204	\$198,026	\$335,285
Current Assets	\$1,232,668	\$672,874	\$681,809
Non-Current Assets	\$120,047	\$107,815	\$96,247
Total Assets	\$1,352,715	\$780,689	\$778,056
Current Liabilities	\$1,080,758	\$307,607	\$298,281
Non-Current Liabilities	\$255,852	\$189,875	\$130,956
Total Liabilities	\$1,336,877	\$497,482	\$429,237
Net Assets	\$15,838	\$283,207	\$348,819
Income Statement (All Funds)			
Total Revenue	\$3,298,833	\$3,817,730	\$3,914,982
Total Expenditures	\$3,340,139	\$3,604,373	\$3,896,720
Debt Proceeds	\$18,521	\$0	\$0
Net Income	-\$22,785	\$213,357	\$18,262
Total Fund Balance	\$151,909	\$365,266	\$383,528
Enrollment Information – Pupil Units (P.U.)			
Budgeted Enrollment	414.42	456.02	459.82
Actual Enrollment	408.41	441.5	457.46

Financial Performance Evaluation –Summary			
Management Indicators	2012	2013	2014
Budgeting	Meets	Meets	Meets
Financial Policies and Practices	Meets	Meets	Meets
Financial Reporting	Meets	Meets	Meets
Financial Audit	Meets	Meets	Meets
Near-Term Indicators			
Current Ratio	1.14	2.19	2.29
Days Cash on Hand		51	38
Enrollment Variance	98.5%	96.8%	99.5%
Sustainability Indicators			
Fund Balance Percentage	4.4%	10.6%	10.1%
Total Margin/Aggregated Three-Year Total Margin	-0.7%/NA	5.6%/1.4%	0.5%/1.9%
Debt to Asset Ratio	0.99	0.64	0.55

Financial Performance Indicator 1: Financial Management

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

Rating:

Meets Standard

Summary Analysis:

The school board annually approved a budget prior to the start of each new fiscal year. Meeting minutes provide evidence of a process leading up to final budget approval. The board appropriately monitors its finances as evidenced by the use of committees, audits and review of monthly financial reports. The board approves appropriate mid-year budget amendments, and revenue and expenditure variances have consistently fallen within reasonable expectations.

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

Rating:

Meets Standard

Summary Analysis:

The school has appropriate policies in place and appears to have reasonably strong internal controls. Review of check registers and interviews of key staff raise no concerns about the appropriate use of public funds or assessment of student fees.

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

Rating:

Meets Standard

Summary Analysis:

The school has demonstrated timely submission of key financial reports including audits, UFARSS data, and other Epicenter documents. The school earned the MDE School Finance Award in FY14, though it did not earn the award in FY13. The school has historically earned the award in previous years.

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

Rating:

Meets Standard

Summary Analysis:

The school had “clean” audits with no significant deficiencies or materials weaknesses in each of the past three years. The school had one legal compliance finding in FY14 related to “prompt payment of bills.” An appropriate corrective action plan has been put in place.

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 has had a current ratio above 1.1 in each of the past three fiscal years demonstrating it has been in a position to meet current obligations.

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

Calculation:

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

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

Rating:

Meets Standard:

☐ Average days cash is 60 or higher; or

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

Does Not Meet Standard:

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

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

Falls Far Below Standard:

☐ Average days cash is less than 15 days cash

Summary Analysis:

The school has had average days cash of 51 days in FY13 and 38 days in FY14. While the school had a line of credit available to address cash flow needs in FY14, no borrowing was needed. In FY13, however, the school did pay approximately \$3,890 in short-term borrowing interest and fees. The school's cash position is directly related to the low fund balance.

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 enrollment variance was above 96% in each of the past three years demonstrating effective budgeting by the school.

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

Rating:

☐ **Meets Standard:** Fund Balance Percentage is greater than or equal to 25.0%

☒ **Does Not Meet Standard:** Fund Balance Percentage is between 10.0-24.9%

☐ **Falls Far Below Standard:** Fund Balance Percentage is less than 10.0%

Summary Analysis:

The school's fund balance has grown by approximately \$230,000 over the past three years, from \$151,909 at FY12 year-end to \$383,528 at FY14 year-end. This demonstrated an increase in the Unassigned General Fund Balance from 4.4% to 10.1%, though still below the standard. The school's fund balance limits the school's ability to address unanticipated expenses or reductions in revenue, while also limiting the school's ability to make investments in program or facility needs.

3.2 Total Margin and Aggregated Three-Year Total Margin: Does the school operate with an annual net income or has the school needed to deplete its fund balance to operate?

Calculation:

Total Margin = Most recent year Net Income divided by Total Revenue

Aggregated Three-Year Total Margin = Total Three-Year Net Income 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

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 annual total margin has fluctuated in each of the past three years, from -0.7 in FY12 to 5.6% in FY13 to 0.5% in FY14. Nonetheless, it has been positive in each of the last two years, and the FY13 and FY14 aggregated three-year total margins were 1.4% and 1.9% respectively, demonstrating positive growth in the fund balance. The school must continue to demonstrate positive total margin on an annual basis to continue to grow its fund balance.

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 does not meet the standard, though it has improved from 0.99 in FY12 to 0.55 in FY14. The majority of this debt has been related to a loan taken out by the school in 2005 totaling \$275,000 and refinanced in 2009 with a \$335,000 loan, in addition to computer leases.

Operations Performance Evaluation

Overview

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

Summary Discussion

North Lakes Academy is a well run organization that demonstrates fidelity to its mission and vision to prepare students for post-secondary success. Teachers have substantial autonomy in curriculum development, standards implementation, and instructional delivery, and teacher professional development and evaluation is aligned to that autonomy. While outcomes have overall been consistently strong, the program could benefit from a school-wide curriculum and instruction review that includes both horizontal and vertical curriculum alignment and focused inclusion of state standards into curriculum, along with exploration of interdisciplinary curricular connections. The school is currently transitioning from a founding leader to a new generation of leadership and the process has been thoughtful and strategic. The school implements a comprehensive special education program to meet needs of its students, approximately 18% of whom have IEPs.

The school's board of directors is a teacher majority board that includes strong parent and community engagement. The board is well-trained and overall well run. The board effectively focuses on the key issues of governance at the school, including conducting an annual evaluation of the school director and most recently transition of leadership and facilities enhancement.

The school, which is located at two sites, has quality facilities that serve student needs. Classrooms are appropriate and the buildings are organized and clean, with sufficient space for additional programs such as art, music, and physical education.

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

The school has demonstrated effective compliance and reporting during the course of the current contract and appears to have insurance in place that meets statutory requirements.

Operations Performance Indicator 1: Education Program

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

Rating:

Meets Standard

Summary Analysis:

NLA provide educational programming and organizational structure and support that is consistent with its mission of providing a rigorous liberal arts, standards based program that provides both the opportunity for students to earn college credits while in high school and to be well prepared for success in post secondary educational settings. The school should consider gathering data on its graduates to determine their degree of success in those settings to validate that the school is indeed accomplishing its mission. Teachers are appropriately licensed and staffing levels and assignments appear appropriate for the program.

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

Rating:

Meets Standard

Summary Analysis:

NLA has a number of instructional and assessment systems in place that focus on improving student achievement. The school has a team of leaders that meets regularly to coordinate professional development aimed at teachers meeting individual goals. Teachers at the school have a great deal of autonomy in course development, delivery, and curriculum, though staff development is provided in these areas as well as in the areas of data-driven decision-making and cultural development. School wide instructional practices include standards-based grading and backwards planning, though it is not clear, based on site visits, whether these practices are being utilized school-wide with fidelity. NLA leadership increased course offerings and experimented with a pilot project to better align teacher strengths with student needs. Student performance increases in math and reading provides encouragement to further this practice. The school views classes such as music, band, physical education, and modern languages as integral to its liberal arts mission. NLA implemented seven dual-credit courses within the last three years that resulted in 72% of students in the most recent graduation class having earned college credit. The school has a new "Becoming" curriculum in the upper school that is focused on developing the whole learner to better equip students to meet college and career readiness. The school uses an RtI model to provide remediation opportunities for students in the form of extra classes, tutors, and after school homework help.

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

Rating:

Meets Standard

Summary Analysis:

The instructional days and hours meet statutory requirements. The school has provided written assurance that it is compliant with all state assessment requirements. Cam Stottler is the school's District Assessment Coordinator. The school implements Title I programs. The school has a free and reduced-price lunch population of approximately 26%. Graduation requirements are aligned to state requirements. ACNW has no evidence that requirements of this measure have not been met.

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

Rating:

Meets Standard

Summary Analysis:

The school has a special education population that is approximately 18% of enrollment, and its Special Education Director is Karen Kennedy from ISES, who has been in this role for over five years. In FY14, the school was in its free year in the MDE review cycle, and in FY15 the school is in self-review. The special education program is appropriately staffed at both the middle and upper school, and the school implements a varied approach to serving students with IEPs. Evidence suggests that the school effectively serves students and complies with due process. ACNW has received no reports from MDE and has no evidence that requirements of this measure have not been met.

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

Rating:

Meets Standard

Summary Analysis:

The school implements the Home Language Questionnaire as the first step in identifying English Learners (ELs), and currently the school has no ELs. The local district has an EL population equivalent to approximately 1% of the entire school population. The school has reported that it has in place a plan to contract with the local district should ESL services be required. ACNW has no evidence that the requirements of this measure have not been met.

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

Rating:

Meets Standard

Summary Analysis:

School provided data indicates a consistently high rate of parent satisfaction, though FY14 data did not include the number of parents who responded to the survey. Data shows that nearly 90% of NLA families are overall satisfied with the school and 78% of students feel a "sense of pride" attending NLA. Students and parents interviewed by ACNW reported a high degree of satisfaction. Family survey data and parents interviewed provide evidence of opportunities of improved communication between the school and families.

Operations Performance Indicator 2: Governance

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

Rating:

Meets Standard

Summary Analysis:

The board is composed of nine members. This includes three parents, one community member, and five licensed teachers who teach at the school. The bylaws require a teacher majority board, and the teacher recently voted to maintain that board composition. All board members are trained and systems for ongoing training and onboarding new members are in place. ACNW board meeting observations reveals a strong mix of professionals who have the skills and experience to effectively govern a successful charter school. ACNW has no evidence that the requirements of this measure have not been met.

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

Rating:

Meets Standard

Summary Analysis:

School board meetings are held monthly at the school in compliance with Open Meeting Law. Board meeting business is effectively documented in meeting minutes which are posted to the school's website in a timely fashion. The board has an active committee structure and minutes of these meetings are included in board packets. Board observations by ACNW provide evidence of a high functioning board that asks difficult questions, reviews and revises policies and other key documents, and conducts appropriate and effective governance activities.

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

Rating:

Meets Standard

Summary Analysis:

The board reviews the performance of the Executive Director quarterly via a board appointed committee. This evaluation is based on professional goals established by the ED to ensure fulfillment of the school's long-term vision. The board conducts a formal evaluation with feedback to the ED annually. ACNW has no evidence that the requirements of this measure have not been met.

Operations Indicator 3: School Environment

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

Rating:

Meets Standard

Summary Analysis:

The school operates two campuses and each provides a safe, positive learning environment for students. Additionally, the school has worked diligently over the past year to build an activity center onto its high school facility to complete a facility remodel that has enhanced programming at this site. The school has provided written assurance that it conducts all required drills. The school uses Forest Lake Area School District #831 for transporting students. Conversations with parents, students, and staff at site visits raise no concerns regarding facilities or transportation. ACNW has no evidence that requirements of this measure have not been met.

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

Rating:

Meets Standard

Summary Analysis:

NLA employs a trained First Responder who serves as the nurse for both campuses. The school employs appropriate medication management and dispensation systems. The school has provided written assurance that it has a crisis management policy that is consistent with state statute. The school uses Done Right Foods as its lunch vendor. Parent and student surveys and interviews with parents and students provide evidence that students feel safe and welcomed at school. ACNW has no evidence that requirements of this measure have not been met.

Operations Performance Indicator 4: Student Rights

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

Rating:

Meets Standard

Summary Analysis:

The school has an “Admissions” tab on its website that includes its enrollment policies and practices and its non-discrimination policy. Information does not identify a specific enrollment window or enrollment limits for each grade, but it has a detailed explanation of the school’s lottery process in the event that applicants exceed open spots. The school is encouraged to clearly publish dates for the “Open Application” process. ACNW has no evidence that requirements of this measure have not been met.

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

Rating:

Meets Standard

Summary Analysis:

NLA employs a Dean of Students at the middle school and the assistant director handles discipline at the high school. Discipline focuses on breaking a pattern of behavior or disrupting practices that lead to not being able to self-regulate in a school environment. NLA has implemented an RtI model and has partnered with Youth Service Bureau in Forest Lake to provide an alternative to out-of-school suspensions. ACNW has no evidence that the school does not follow policies and procedures in the MN Pupil Fair Dismissal Act. The school’s student handbook includes a number of policies related to students’ rights and responsibilities. ACNW has no evidence that requirements of this measure have not been met.

Operations Indicator 5: Personnel Practices

5.1 Licensure: Is the school’s instructional staff appropriately licensed?

Rating:

Meets Standard

Summary Analysis:

A review of the school’s STAR reports and annual report, and discussions with school staff raise no concerns about staff licensure. ACNW has no evidence that the requirements of this measure have not been met.

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

Rating:

Meets Standard

Summary Analysis:

The school has consistently had retention rates of 70%-80%. In addition, many of the staff and teachers have been with the school for more than five years. The school has recently implemented new policies regarding staff salaries and leadership opportunities in an effort to continue to provide opportunities for professional growth of staff.

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

Rating:

Meets Standard

Summary Analysis:

Policies related to employment are evident on the school's website. The school has provided written assurance that it implements open and fair hiring practices that are based on clear job descriptions. In addition, the school has provided written assurance that it implements transparent and consistent evaluation and termination practices for teachers, staff, and volunteers. All staff members have a background check on file with NLA. These are updated each time a license is renewed for all licensed staff. Parents, volunteers, and vendors that work within the school are required to have background checks updated every three years. ACNW has no evidence that requirements of this measure have not been met.

Operations Performance Indicator 6: Compliance & Reporting

6.1 Compliance & Reporting: Does the school comply with authorizer and state deadlines and reporting requirements?

Rating:

Meets Standard

Summary Analysis:

The school demonstrates consistently strong reporting on ACNW Epicenter requirements. ACNW has received no communication from MDE regarding compliance or reporting. The school has provided ACNW with up to date insurance documentation that appears to meet all legal requirements. The school website meets legal requirements. ACNW has no evidence that the requirements of this measure have not been met.

Environmental Education Performance Evaluation

Overview

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

The Audubon Center of the North Woods defines environmental education as the implementation of values and strategies that foster learning and create environmentally literate citizens who engage in creating healthy outcomes for individuals, communities, and the Earth. Each school is required, as a condition of its contract, to provide opportunities to instill a connection and commitment to the environment through experiential learning.

Summary Discussion

Overall, North Lakes Academy's environmental education performance meets standard. Although the school's mission does not specifically focus on environmental education, its program includes aspects of EE that demonstrate a commitment to environmental learning. Its achievements and progress toward its contractual goals in this contract period are evident, and its performance demonstrates a commitment to fostering environmental literacy among its students, staff, and faculty. The school met or nearly met its required and elective contractual goals.

North Lakes Academy reported that all students in all grades participate in a variety of academic programs related to environmental education concepts and methods. The school describes its approach to environmental education as a curriculum component:

As part of NLA's vision to give students an education that will prepare them to assume productive and satisfying roles in a global society, NLA has made a commitment to incorporate environmental awareness and education into key curriculum areas at all grade levels. Each year students do environmental study units at a minimum in science and as part of current events in social studies. The units are developed to be age appropriate and hands-on. Students learn about global and local environmental issues.

The school indicated that field trips supplement, rather than supplant, in-classroom learning, and that faculty extends the learning opportunities with pre- and post-visit activities. In addition, trips are focused around grade level appropriate, inquiry-based Minnesota state standards and provide opportunities for community building and exposure to natural environments. Additionally, many of the field trips combined recreational activities with opportunities for learning in, with, and from the natural environment.

NLA reported that field trips impact students' environmental literacy:

Students have gained a better understanding of human impacts on local ecosystems by studying bioindicators, looking at how urban sprawl affects wolf populations and gaining a better appreciation for why it is important to protect the environment and make environmentally conscious decisions in their life.

In addition, the school indicated its ongoing commitment to experiential education and environmental education:

NLA believes that students learn best through experiences. NLA has been committed to hands-on learning as a best practice since its inception in 1999. Teachers are required to

incorporate meaningful, experiential learning experiences into all aspects of the curriculum. Throughout the year students show case their work at various project nights, fundraisers, and community and statewide events.

NLA also has a commitment to a respect for the environment. As part of NLA's vision to give students an education that will prepare them to assume productive and satisfying roles in a global society, NLA has made a commitment to incorporate environmental awareness and education into key curriculum areas at all grade levels.

NLA has expressed future plans to grow its environmental education program. In its FY13 Annual Report, the school indicated that, "...by the completion of the 2012-13 school year each discipline will have embedded one environmental related unit into the standard course curriculum." The school did not report on its progress toward this goal. In addition, in its 2014 EE Survey, the school reported that its Personal Learning Communities (PLCs), "...will focus on developing cross-curricular lessons that have an environmental focus."

In its FY14 EE Survey, the school outlined its approach to environmental education: "...to encourage, facilitate, and support our teachers in providing environmental education in their individual classrooms." However, the school also responded that they will strive to develop collective, rather than individual, cross-curricular efforts in order to have a bigger impact on students' environmental literacy.

In addition, NLA reported that students demonstrate environmental literacy on formative assessments and that, as the school implements curriculum successfully and students engage in more cross-curricular activities, scores on curriculum-based assessments improve. However, the school noted that it must develop and implement better summative evaluation methods to gauge environmental literacy, especially in cross-curricular offerings that are not specifically science classes.

Moving forward, ACNW will work with the school to develop and implement measurable goals specifically related to improving the environmental literacy of students, faculty, and staff, and documenting that change.

EE Performance Indicator 1: EE-based Curriculum Components

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

School Goal:

The school does not have a stated goal in this indicator area. However, in its FY12-14 charter, the school indicated that it would participate in a variety of activities related to this goal.

Rating:

Meets Standard

Summary Analysis:

In its 2013-2014 Environmental Education Survey (submitted May 2014), NLA reported that all students in all grades participate in a variety of academic programs related to environmental education concepts and methods. The school indicated that teachers implement EE values and strategies across disciplines, such as a ninth grade unit on renewable energy, an upper school environmental science elective course, and a May term course in making art with recycled and reused materials. In its FY13 Annual Report, the school indicated that faculty embeds environmental standards in science, math, health, and civics, although the report did not offer specific examples as evidence of this integration.

The school met its contractual goal and meets the standard for this indicator area. During site visits, ACNW evaluators noticed some evidence of EE-based curriculum components, and interviews with students indicate ongoing learning about the environment and their community. The school demonstrates a commitment to increasing environmental literacy among its student population, and invests curricular resources and classroom time toward achieving its goals.

EE Performance Indicator 2: Field Trips to Natural Areas

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

School Goal:

The school does not have a stated goal in this indicator area. However, in its FY12-14 charter, the school indicated that it would participate in the following activities in this required trend area:

- 5th and 6th grade winter trip to Audubon Center of the North Woods;
- Geo-caching field trips at various grade levels; and
- 10th grade spring trip to Audubon Center of the North Woods.

Rating:

Approaches Standard

Summary Analysis:

The school reported that students in Grades 5, 6, & 10 attended a multi-day, environmentally focused retreat at the Audubon Center in FY12, FY13, and FY14. In its 2014 EE Survey, the school indicated that students in Grades 7 & 8 visited Taylors Falls in Interstate State Park to study geology, and students in Grade 12 took a class trip to Grand Marais to explore North Shore ecosystems.

The school approaches standard for this indicator area. While all students in all grades participated in at least one, high quality, nature-related outdoor experience, students did not visit outdoor areas for learning about the natural environment at least twice per school year.

EE Performance Indicator 3: Promote Environmental Stewardship

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

School Goal:

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

Rating:

Approaches Standard

Summary Analysis:

In its 2014 EE Survey, the school reported that one of its May Term course offerings focused on recycled art and ecology. Students built boats from recycled materials, and as a culminating activity, invited the public to an Eco-Art Regatta to learn about water quality and recycling. Fifth grade students and parents attended the Chisago County Water Festival, where students participate in hands-on activities to explore the ways in which water affects nature and its inhabitants.

In Attachment 7 of its FY12-14 charter contract with ACNW, the school indicated that its students annually participate in nature-based community service:

Each spring all NLA students participate in make-a-difference day. This is a school-wide community service effort where NLA students go out into the Forest Lake area and help give back to the community in a variety of ways. Many of the opportunities include park clean up, beach restoration, bike path cleanup, and aiding local businesses, families, and nursing homes.

While the school reported this in its FY12 Annual Report, NLA did not report on this activity in its FY13 or FY14 Annual Reports, or the FY14 EE Survey.

The school approaches standard for this indicator area. Students, staff, and families engage in at least one activity that promotes environmental stewardship at home or in their community.

EE Performance Indicator 4: Elective EE Trend Areas

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

School Goal:

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

Trend Area(s):

- ☒ EE-trained teachers or experts
- ☐ Energy efficiency
- ☐ Food program
- ☐ Natural vegetation/wildlife use
- ☐ Outdoor recreation

- ☒ Operations & Finance
- ☐ Waste reduction

Rating:

Meets Standard

Summary Analysis:

Operations & Finance

In its 2014 EE Survey, the school reported that it has been updating outdated light fixtures in its Upper School for newer, energy efficient models. The school is furnished with reclaimed and repurposed furniture and desks, providing an opportunity for local schools and businesses to divert waste from a landfill. In addition, the school reported, "The school has been broadening its use of technology through the purchase of iPads and Chromebooks, thus reducing the need for paper in the classrooms. Newsletters sent to[...] parents are done electronically unless otherwise requested and our school paper is published online."

The school did not report on this indicator area in its FY12, FY13, or FY14 Annual Reports.

EE-trained Teachers or Experts

In its 2014 EE Survey, the school reported that the Upper School biology teacher is completing a Master's degree in Natural Science and Environmental Education. Additionally, the school reported that funding is available for teachers to attend EE-related staff development opportunities.

The school did not report on this indicator area in its FY12, FY13, or FY14 Annual Reports.

The school meets standard in this indicator area. Students, staff, and/or parents participated in a minimum of two activities in two elective trend areas.

EE Performance Indicator 5: Ongoing EE Trend Areas

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

School Goal:

This indicator area is not applicable. The school is in its first contract period with ACNW.

Trend Area(s):

- ☐ EE-trained teachers or experts
- ☐ Energy efficiency
- ☐ Food program
- ☐ Natural vegetation/wildlife use
- ☒ Outdoor recreation
- ☐ Operations & Finance
- ☒ Waste reduction

Rating:

No rating

Summary Analysis:

Waste Reduction

In its FY12, FY13, and FY14 Annual Reports, the school indicated that middle school students worked on a project to reduce food waste during the school lunch hour. The report did not provide additional information related to participation rates, amount of food waste eliminated or diverted, or educational outcomes related to this project. In addition, in its 2014 EE Survey, the school reported that it is currently seeking a new food service provider that will balance cost to students with limiting the environmental impact of transporting and preparing meals, and disposing of food waste.

Outdoor Recreation

In its FY12, FY13, and FY14 Annual Reports, the school indicated that students in Grades 5-12 participate in outdoor P.E. classes approximately one-third of the school year.

Because the school is in its first contract cycle with ACNW, this indicator area is not applicable, and the school will not receive a rating. However, ACNW commends the school for its initiative in undertaking additional elective EE-related activities, and engaging in operational and financial decision-making that reflects a commitment to environmental education.

EE Performance Indicator 6: Commitment

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

School Goal:

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

Rating:

Meets Standard

Summary Analysis:

Although the school's mission does not specifically focus on environmental education, its program includes aspects of EE that demonstrate a commitment to environmental learning. Its achievements and progress toward its contractual goals in this contract period is evident, and its performance demonstrates a commitment to fostering environmental literacy among its students, staff, and faculty. Given its performance in the required and elective indicator areas, the school's performance meets standard in this indicator area.

EE Performance Indicator 7: Science Proficiency

Are all students achieving proficiency in science?

School Goal:

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

Additional Data:

See MCA performance in Data Profile (Appendix A).

Rating:

Meets Standard

Summary Analysis:

See Academic Performance Indicator 7 above.

EE Performance Indicator 8: Environmental Literacy

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

School Goal:

Staff, students, and parents at North Lakes Academy will increase their environmental literacy, and develop the knowledge, skills, and attitudes to support a sustainable, healthy environment.

Rating:

Meets Standard

Summary Analysis:

The school met or nearly met its required and elective contractual goals. EE Survey responses, activities recorded in the annual report, student participation, and a variety of class offerings indicate that the school is implementing programs and practices to increase environmental literacy among its students, faculty, staff, and parents.

North Lakes Academy

Academic Data Profile

Minnesota Statewide Assessments

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

Definitions

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

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

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

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

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

All refers to all students.

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

SpEd includes students with disabilities who have IEP's (Individual Education Plans).

LEP includes students identified as English learners.

Federal and State Accountability

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

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

Reading Growth

Mean Growth Z-Score - All	North Lakes Academy	Forest Lake Senior High (ISD 831)	Royalton High School	Spectrum High School
FY14	MS: 0.16 HS: -0.13	-0.02	-0.64	0.15
FY13	MS: 0.07 HS: 0.04	0.03	-0.35	0.18
FY12	MS: 0.25 HS: 0.01	0.03	0.01	-0.03

Percent On-Track - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	60.5	56.1	59	28.1	64.1
FY13	64.7	62.9	64.7	45.9	68.9
FY12	70.9	67	68.1	55.8	60.9

Percent On-Track - By Grade	North Lakes Academy - All	Grade 5	Grade 6	Grade 7	Grade 8	Grade 10
FY14	60.5	69.6	61.9	64.6	52.6	55.9
FY13	64.7	68.0	68.9	72.7	57.4	60.0
FY12	70.9	80.0	61.5	73.8	85.7	59.0

Percent On-Track - FRP	North Lakes Academy - All	North Lakes Academy - FRP	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	60.5	60.0	43.4	45.7	21.1	63.0
FY13	64.7	50.8	51.6	57.0	46.7	56.8
FY12	70.9	71.4	55.7	58.8	35.2	60.0

Appendix A

Percent On-Track - SpEd	North Lakes Academy - All	North Lakes Academy - SpEd	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	60.5	50.0	40.2	46.0	9.1	48.5
FY13	64.7	54.8	47.4	57.3		73.5
FY12	70.9	55.9	50.6	54.0		66.6

Not Proficient High Growth - All	Count Tested	Count Not Proficient	Count Not Proficient High Growth	Percent High Growth of those Not Proficient	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	185	56	21	37.5	31.7	36.3	0	41.6

Math Growth

Mean Growth Z-Score - All	North Lakes Academy	Forest Lake Senior High (ISD 831)	Royalton High School	Spectrum High School
FY14	MS: -0.15 HS: -0.21	0.12	-0.25	0.24
FY13	MS: -0.37 HS: 0.29	0.49	-0.26	-0.1
FY12	MS: 0.18 HS: 0.21	0.15	-0.26	-0.36

Percent On-Track - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	50.8	58.7	63.4	42.5	71.3
FY13	44.2	59.5	61.9	52.3	52.2
FY12	58.0	60.9	63.5	25.8	40.2

Appendix A

Percent On-Track - By Grade	North Lakes Academy - All	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11
FY14	50.8	78.3	61.5	55.3	29.7	38.5
FY13	44.2	81.8	51.1	32.3	15.2	59.5
FY12	58.0	75.0	64.1	42.9	54.3	65.4

Percent On-Track - FRP	North Lakes Academy - All	North Lakes Academy - FRP	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	50.8	42.9	44.9	49.2	33.4	70.4
FY13	44.2	35.1	45.6	50.3	41.2	43.6
FY12	58.0	46.7	48.8	55.1	9.1	55.0

Percent On-Track - SpEd	North Lakes Academy - All	North Lakes Academy - SpEd	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	50.8	38.9	41.7	47.3		53.3
FY13	44.2	36.2	41.1	48.7		30.0
FY12	58.0	37.9	45.7	49.8		36.9

Not Proficient High Growth - All	Count Tested	Count Not Proficient	Count Not Proficient High Growth	Percent High Growth of those Not Proficient	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	185	75	17	22.7	30.0	32.4	17.4	53.1

Reading Proficiency

Proficiency Index - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	75.74	69.86	71.54	55.22	78.64
FY13*	73.70	68.90	69.40	76.00	74.91
FY12	87.63	83.77	86.02	86.62	81.50

Proficiency Rate - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	65.7	59.8	60.8	34.3	68.6
FY13*	61.1	58.7	57.9	60.0	65.3
FY12	80.3	76.4	79.0	77.9	69.9

Percent Proficient and Partially Proficient - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	85.8	79.9	82.3	76.1	88.7
FY13*	86.3	79.1	80.9	92.0	84.5
FY12	94.9	91.1	93.0	95.3	93.1

Proficiency Rate - By Grade	North Lakes Academy - All	Grade 5	Grade 6	Grade 7	Grade 8	Grade 10
FY14	65.7	78.6	64.4	66.7	46.3	76.9
FY13*	61.1	71.4	63.0	59.0	54.7	62.2
FY12	80.3	89.7	77.5	71.1	94.3	75.5

Proficiency Rate - FRP	North Lakes Academy - All	North Lakes Academy - FRP	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	65.7	59.2	40.9	45.3	38.1	67.3
FY13*	61.1	50.0	39.7	43.3	56.3	54.1
FY12	80.3	71.4	60.5	67.1	81.2	73.3

Proficiency Rate - SpEd	North Lakes Academy - All	North Lakes Academy - SpEd	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	65.7	37.8	34.5	40.6	8.3	54.1
FY13*	61.1	29.3	33.8	37.5		37.1
FY12	80.3	55.6	47.1	49.6	64.0	55.6

* New standards in Reading were implemented in 2013. Comparisons in Reading from 2012 to 2013 should not be made.

Math Proficiency

Proficiency Index - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	65.57	72.38	76.1	52.08	78.31
FY13	66.34	72.36	76.62	55.68	71.91
FY12	64.09	73.08	76.49	69.38	61.27

Proficiency Rate - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	53.8	61.9	65.1	33.3	63.7
FY13	48.5	61.6	65.4	40.9	56.9
FY12	49.2	62.7	65.7	54.4	45.1

Percent Proficient and Partially Proficient - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	77.4	82.9	87.1	70.8	92.9
FY13	84.2	83.1	87.8	70.5	86.9
FY12	79	83.5	87.2	84.4	77.5

Proficiency Rate - By Grade	North Lakes Academy - All	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11
FY14	53.8	85.7	60	62	41.5	31.3
FY13	48.5	70.4	60.9	46.2	37.7	35.1
FY12	49.2	65.5	62.5	40	65.7	12.5

Proficiency Rate - FRP	North Lakes Academy - All	North Lakes Academy - FRP	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	53.8	50.0	43.0	49.4	33.3	63.2
FY13	48.5	42.2	42.8	49.2	29.4	52.9
FY12	49.2	38.5	45.0	50.5	54.0	41.2

Proficiency Rate - SpEd	North Lakes Academy - All	North Lakes Academy - SpEd	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	53.8	26.3	33.3	36.1		26.3
FY13	48.5	26.3	33.0	38.6		31.4
FY12	49.2	33.3	35.0	36.7	16.0	21.1

Science Proficiency

Proficiency Index - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	75.7	67.25	75.5	44.7	63.7
FY13	60.42	65.95	67.7	59	64.35
FY12	71.76	65.15	67	49.5	59.4

Appendix A

Proficiency Rate - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	63.6	54.5	63.3	28.8	43.3
FY13	48.3	53.4	54.3	38	47.9
FY12	57.4	51.9	53.5	31.7	42.5

Percent Proficient and Partially Proficient - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	87.9	79.8	87.8	60.6	84.1
FY13	72.5	78.5	81.1	80	80.8
FY12	86.1	78.3	80.5	67.3	76.4

Proficiency Rate - By Grade	North Lakes Academy - All	Grade 5	Grade 8	High School
FY14	63.6	72.4	46.3	75.7
FY13	48.3	67.9	33.3	52.3
FY12	57.4	72.4	48.6	54.5

Proficiency Rate - FRP	North Lakes Academy - All	North Lakes Academy - FRP	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	63.6	46.7	34.4	43.8	25	41.4
FY13	48.3	40	33.7	42.9	23.5	45.5
FY12	57.4	54.2	32.5	39.5	27.5	28.6

Proficiency Rate - SpEd	North Lakes Academy - All	North Lakes Academy - SpEd	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY14	63.6	31.3	29.5	34.5	0.0	16.7
FY13	48.3	29.6	29.2	32.0		20.0
FY12	57.4	20.0	28.6	29.5	14.3	50.0

Graduation Rate

4- Year Graduation Rate - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY13	85.7	79.8	81.2	94.1	68.4
FY12	75.0	77.9	85.4	90.3	83.9
FY11	86.4	77.2	87.7	83.9	87.0

5- Year Graduation Rate - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY13	90.5	81.4	89.4	93.3	86.9
FY12	90.5	80.1	89.9	91.2	91.0
FY11		79.0	88.3	92.3	82.1

6- Year Graduation Rate - All	North Lakes Academy	State of Minnesota	ISD 831 Forest Lake Public School District	Royalton High School	Spectrum High School
FY13	90.5	81.8	91.6	91.2	91.0
FY12		80.3	88.5	92.3	82.1
FY11		79.2	88.2	94.6	87.1

Federal and State Accountability

Multiple Measurement and Focus Ratings: Designation 2014 (FY13 and FY14 Combined)

MMR	FR	Designation FY14
MS: 59.10% HS: 53.82%	MS: 73.75%	HS: Celebration Eligible

Points By Domain out of 50.0 per Domain

Proficiency	Growth	Achievement Gap Reduction	Focused Proficiency	Graduation
MS: 41.81 HS: 24.8	MS: 23.09 HS: 27.04	MS: 23.75 HS: 17.35	MS: 50	HS: 25

Attendance

Attendance Rate - All	North Lakes Academy	State of Minnesota
FY13	95.44	94.46
FY12	96.31	94.70
FY11	94.80	94.48

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 Performance	Are all students achieving significant academic 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	Are all and subgroups of students achieving proficiency in science?
Indicator 8: Proficiency in Other Curricular Areas	Are all and subgroups of students achieving proficiency in other curricular areas such as writing, social studies, or art?
Indicator 9: Post Secondary Readiness	Are all and subgroups of high school students prepared for post secondary success?
Indicator 10: Federal and State Accountability	How is the school performing according to federal and state accountability measures?
Indicator 11: Attendance	Are students attending the school at high rates?

Not all performance indicators are applicable to each school; for example, some indicators are 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 Non-Academic Goals. Each measure is weighted to indicate its overall significance in fulfilling the primary purpose of improving all pupil learning and all student achievement. These weighted percentages 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:

- Exceeds Standard = 5 points
- Meets Standard = 4 points
- Approaches Standard = 2 points
- Does Not Meet Standard = 0 points

The framework is based on a school meeting the standard for each measure in each indicator area. In other words, if a school earns ratings of "Meets Standard" (4 points) in every measure, the school will receive 100% of all possible points. If a school earns ratings of "Exceeds Standard" (5 points) in every area, the school will receive 125% of all possible points; if a school earns ratings of "Approaches Standard" (2 points) in every area, the school will receive 50% of all possible points.

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 non-academic goals identified in Exhibit G. See "Guidelines for Renewal Determination" below for more information.

Environmental Education Performance

ACNW evaluates its authorized schools' Environmental Education performance on seven primary indicators.

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 fiscal, human, and organizational resources in place to carry out EE mission match activities?
Indicator 6: Science Proficiency	Are all and subgroups of students achieving proficiency in science?
Indicator 7: Environmental Literacy	Have students increased their knowledge about the environment and capacity to foster environmental sustainability?

Financial Performance

ACNW evaluates its authorized schools' financial performance on three primary indicators.

1. 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

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 Budget and Enrollment Variance.**

3. 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 Debt to Asset Ratio.**

Near-Term and Sustainability indicators will be evaluated by ACNW annually. The Management indicator may be done 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, and English Learners.**

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: **Compliance & Reporting**.

Operations Performance evaluations may be done 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 reauthorized contract, and potential performance goals for a reauthorized contract. ACNW CSD reviews that application, conducts a Reauthorization Site Visit, completes a Reauthorization Evaluation Report, and compiles a recommendation for or against reauthorization to the ACNW Board. Those recommendations are reviewed and accepted or amended by the Charter School Committee. The Charter School Committee's recommendations are then presented to the ACNW Board for adoption or amendment.

Guidelines for Renewal Determination

Charter renewal will primarily be based on a school's attainment of its academic and non-academic goals identified in Exhibit G, which is evaluated according to ACNW's Academic Performance Framework. Notwithstanding any significant deficiencies* in the school's performance, the following guidelines will be used by ACNW to make renewal determinations:

- If a school earns 100.0%-125.0% of possible points on the Academic Performance Framework, the school would be **eligible for a fast track renewal** and a renewal term of five years (the maximum term length allowed). A fast track renewal would allow for the following during the reauthorization process:
 - Condensed reauthorization application.
 - Condensed Reauthorization Site Visit.
 - Earlier board resolution – The ACNW Charter School Committee and Board of Directors will strive to make reauthorization decisions for fast track schools earlier in the year compared to schools on other renewal tracks.
- If a school earns 75.0%-99.9% of possible points on the Academic Performance Framework, the school would be **eligible for renewal** with a renewal term of three to five years, including the possibility of a three-year probationary contract. Schools would be eligible to submit a reauthorization application and go through ACNW's reauthorization process.
- If a school earns 0.0%-74.9% of possible points on the Academic Performance Framework, the school would be considered a **candidate for nonrenewal**. Schools would be eligible to submit a reauthorization application and go through ACNW's reauthorization process. If a renewal contract is offered to the school, it would only be a probationary contract for a term of one to three years.

*A significant deficiency is defined as:

- A rating of Does Not Meet or Falls Far Below on any measure in any of the most recent performance evaluations (Academic, Environmental Education, Financial, and Operations).
- A Multiple Measurements System Designation of Focus or Priority in the school's renewal year or the year prior to renewal.
- Being on intervention at some point during the renewal year or the two years prior to renewal.
- The school's current contract is a probationary contract.
- Violations of law.

If deficiencies are present, ACNW CSD will consider the severity of each deficiency and whether the deficiencies should alter the school's renewal determination (i.e., renewal track and/or renewal contract term length and conditions, if a renewal contract is offered). ACNW will provide clear analysis of each deficiency and its impact on the school's renewal determination in the Reauthorization Evaluation Report.

These guidelines do not obligate the Audubon Center of the North Woods Charter School Division 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. 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 glaring or repeated failure to meet a single performance target. Failure to comply with the applicable law or significant failure to comply with the conditions of the 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 and failure to meet objectives of a remediation plan. Continued failure to comply with the applicable law or the conditions of the 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 contract. Severe and persistent concerns regarding the school's financial viability.	Consideration by the ACNW Board to revoke or not to revoke the school's charter, or to impose lesser sanctions. <i>and/or</i> Decision to commence or not to commence revocation proceedings made by ACNW.
LEVEL FIVE Charter Revocation	Charter Review results in recommendation to revoke.	Commencement of charter revocation proceedings consistent with Minnesota Stat. 124D.10 and the terms of the charter contract.

Exhibit R: Financial Statement Template & Guide

The School shall furnish ACNW, on at least a quarterly basis (for quarters ending 9/30, 12/31, 3/31, and 6/30), with a balance sheet and income and expense statement presented in the format outlined below or in a similar fashion that is approved by ACNW. This format is consistent with UFARS reporting and ensures clear reporting of restricted funds while identifying administrative and educational program expenses. In addition, by June 30th of each year the School shall furnish ACNW with a budget of revenues and expenditures consistent with this format or in a similar fashion that is approved by ACNW.

SCHOOL NAME:

QUARTER ENDING:

Balance Sheet

Description	General Fund Fund 1	Food Service Fund 2	Community Service Fund 4	Total Funds
ASSETS				
Cash - checking				
Cash - savings				
Investments				
Accounts Receivable				
Due from MDE				
Due from Other				
Prepays				
Other (specify)				
TOTAL ASSETS				
LIABILITIES & FUND BALANCE				
Liabilities				
Accounts Payable				
Payroll Liabilities				
Deferred Revenue				
Due to Other				
Short Term Debt				
Total Liabilities				
Fund Balance				
Unassigned Fund Balance – Previous YE				
Net Income/(Loss) – Current YTD				
Total Fund Balance				
TOTAL LIABILITIES & FUND BALANCE				

Income and Expense Statement

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

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

	Approved Budget	Year -to-Date Activity	Percent of Budget
Purchased Services			
Supplies and Materials			
Total Pupil Support Services			
Sites and Buildings			
Salaries			
Benefits			
Lease			
Other Purchased Services			
Supplies and Materials			
Capital Expenditures			
Total Sites and Buildings			
Fiscal and Other Fixed Costs			
Purchased Services			
Interfund Transfer			
Total Fiscal and Other Fixed Costs			
TOTAL EXPENDITURES			
GENERAL FUND 01 - NET 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: Benchmarked School Improvement Plan

School Name: North Lakes Academy

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

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

Academic

- A.4: Math Growth
 - Addressed through Exhibit G.
- A.6: Math Proficiency
 - Addressed through Exhibit G.
- A.9: Post Secondary Readiness
 - Addressed through Exhibit G.

Environmental Education

- E.2: Field Trips to Natural Areas
 - Addressed through Exhibit H.
- E.3: Promote Environmental Stewardship
 - Addressed through Exhibit H.

Financial

- F.2.2: Days Cash on Hand
 - The school has a target to meet the standard for Day Cash on Hand annually beginning in FY15. This means average days cash is 60 days or higher, or average days cash is between 30 and 60 days and the one-year trend is positive.
- F.3.1: Fund Balance Percentage
 - The school sets the following targets for fund balance percentage:
 - FY15 – 10%
 - FY16 – 11%
 - FY17 – 13%
 - FY18 – 14%
 - FY19 – 16%
- F.3.3: Debt to Asset Ratio
 - The school has a target to meet the standard for Debt to Asset Ratio (0.5 or below) by FY16 year end and annually after that.