

CHARTER SCHOOL CONTRACT

Between

Audubon Center of the North Woods

and

Vermillion Country School – District
#4207-07

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

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

- Increase learning opportunities for all pupils; and
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; and

WHEREAS, the parties are authorized under Minnesota law to contract for the operation and oversight of a charter school, pursuant to Department of Education approval of Audubon Center of the North Woods’ affidavit of intent to charter the School, dated January 3, 2012, a copy of which is attached as Exhibit A; and

WHEREAS, Audubon Center of the North Woods and School previously entered into a charter school contract which expires on June 30, 2018; and

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

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

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) "Applicable Law" means all state and federal law applicable to Minnesota charter schools and any regulations implemented pursuant thereto.
- (b) "Charter School Act" means the Minnesota Statutes Chapter 124E, as amended, and any rules adopted pursuant thereto.
- (c) "Commissioner" means the Commissioner of the Minnesota Department of Education.
- (d) "Contract" means this Charter School Contract between ACNW and the School.
- (e) "Department of Education" means the Minnesota Department of Education.
- (f) "ACNW" means Audubon Center of the North Woods.
- (g) "School" means Vermilion Country School located at 1 Enterprise Drive, Tower, MN 55790, which is established as a charter school under this Contract pursuant to the Charter School Act. The name and location of the School will not be changed without the prior written consent of ACNW.
- (h) "School Board" means the Board of Directors of the School.
- (i) "Student" and "Pupil" are used interchangeably, and each means the Students/Pupils at the school.

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

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

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

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

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

ARTICLE II

RELATIONSHIP BETWEEN THE SCHOOL AND ACNW

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

Section 2.2. Independent Status of the School. The School is not and shall not be deemed to be a division or part of ACNW nor an agent of ACNW. The relationship between the School and ACNW is based solely on the applicable provisions of the Charter School Act and the terms of this Contract or other written contracts or written agreements between ACNW and the School. Except as otherwise provided in this Contract, ACNW shall have no authority or control over operational, administrative, or financial responsibility for the School.

Section 2.3. Financial Obligations Are Separate. Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in any way constitute an obligation, either general, special, or moral, of ACNW. The School will never pledge the full faith and credit of ACNW for the payment of any School contract, mortgage, loan or other instrument of indebtedness.

Any contract, mortgage, loan or other instrument of indebtedness entered into by ACNW and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. ACNW will never pledge the full faith and credit of the School for the payment of any ACNW contract, mortgage, loan or other instrument of indebtedness.

Section 2.4. No Authority To Obligate or Bind Other Party. The School has no authority whatsoever to enter into any contract or other agreement that would financially obligate ACNW, nor does the School have any authority whatsoever to make any representations to lenders or third parties, that ACNW in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the School.

ACNW has no authority whatsoever to enter into any contract or other agreement that would financially obligate the School, nor does ACNW have any authority whatsoever to make any representations to lenders or third parties, that the School in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by ACNW.

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

ARTICLE III

ROLE OF ACNW

Section 3.1. Oversight Responsibilities of ACNW. ACNW has the responsibility to oversee the School's academic, financial, operational, environmental education and student performance, including the School's compliance with this Contract and Applicable Law. ACNW shall monitor and evaluate School performance using various criteria, processes, and procedures set forth in general in Article VI and Exhibit P.

Section 3.2. Authorizer Fee. The School shall pay ACNW a fee for ACNW's execution of its oversight responsibilities. The fee shall be the maximum fee provided by the Charter School Act, except that if Minnesota law is amended to increase this fee, the School will pay the increased fee.

ARTICLE IV

PERMITTED ACTIVITIES OF THE SCHOOL & ASSUMPTION OF LIABILITY

Section 4.1. Limitation on Actions. The School shall act exclusively as a charter school and shall not undertake any action inconsistent with its status as a charter school authorized to receive state and federal school aid funds and shall not undertake any action to jeopardize its 501(c)(3) status including observation of applicable conflict of interest requirements.

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

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

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

ARTICLE V

LEGAL STATUS OF THE SCHOOL

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Programs Offered by School.

(a) Educational Programs: In-School Time. The School provides the in-school time program summarized in Exhibit D. Except as may be otherwise limited by the Department of Education approval of the ACNW affidavit of intent to charter the school or expanded by Department of Education approval of any supplemental affidavit to expand the grades or programs offered by the School, the School may accept enrollment of students for the following in-school time programs:

- Grades 7 - 12 with a maximum total enrollment of 55 students.

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

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

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

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

(a) Academic Measures. ACNW will monitor student academic performance and the academic culture at the school.

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

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

4. Assessment and Test Results. The School will provide ACNW results of government required assessments at such time as the School receives its preliminary assessment results and at such time as the School receives its final assessment results, and the School will provide ACNW the results of any other assessment data as requested by ACNW, but no more than quarterly. ACNW may compare the school's testing data to testing data of other comparable schools as determined by ACNW as one measure of performance. If the School wishes to change assessments that affect goals articulated in Exhibit G, those changes must be agreed upon by ACNW, and this Contract will be amended to reflect the change.
5. Audubon Center of the North Woods Annual Required Meetings. The School agrees to participate in ACNW Annual Required Meetings. ACNW will inform the School of the dates of such required meetings each year by no later than August 1. Costs to the School, if any, will be limited to transportation, meals and lodging. ACNW will monitor the School's participation in these required meetings.
6. Professional Development. The school will ensure that each teacher at the School has opportunities to engage in professional development activities that focus in part on developing quality assessments and measures of student outcomes. The School will advise ACNW of its professional development activities in its Annual Report.

(b) Site Visits. ACNW may engage in scheduled and unscheduled site visits in the course of the academic year. Site visits will be an opportunity to review academic goals and achievement data to date, review school performance on environmental education goals, evaluate the implementation of the academic and environmental education programs, and evaluate operations and other matters. ACNW may engage in scheduled and unscheduled site visits at such frequency as determined necessary or prudent by ACNW.

(c) Remediation

- 1) School Initiated. If the School fails to make adequate progress towards achieving its academic or environmental education outcomes/goals, financial targets, or comply with Applicable Law or other requirements, the School may at any time prepare and implement an improvement plan to overcome such deficiencies. The School may at any time submit the plan to ACNW for review and comment prior to adoption and implementation.
- 2) ACNW Initiated. If ACNW has a concern about the School, or if the School fails to make adequate progress towards achieving its academic or environmental education goals or to meet financial requirements, or to

comply with Applicable Law, or other requirements of this contract, ACNW shall determine the appropriate intervention. The intervention will be one of the following at the discretion of ACNW:

- (a) Notice to School Leader and/or Board Chair. ACNW may notify the school leader and/or board chair of area(s) of concern for correction. ACNW may specify a target date for correction.
- (b) Formal Notice to School Board. ACNW may formally notify the School Board of the area(s) of concern for correction and may ask the School Board to adopt a specific performance improvement plan. If ACNW requires the School to retain a third-party investigation, the School Board shall retain an investigator within ten (10) business days of such requirement; in addition, the third-party investigator must be acceptable to ACNW and the School Board shall authorize such investigator to provide status reports to and communicate with ACNW. ACNW shall specify a target date for correction which ACNW may, if circumstances warrant, amend.
- (c) Notice to School Board of Charter Revocation/Termination. ACNW may at its discretion initiate charter revocation and termination proceedings pursuant to Article X of this contract.

See Exhibit Q for “Range of Possible Interventions.”

Section 6.8. School Calendar and School Day Schedule. The School shall provide instruction for at least the number of days and hours required by Minnesota Statutes section 120A.41 and shall notify ACNW by each July 1 of the number of instructional days and hours for that school year.

Section 6.9. Finance, Reporting, and Compliance.

- (a) To ACNW. The school will furnish ACNW with monthly reports, through means determined by ACNW. The report must contain budgeted and actual revenue and expenses by year-to-date percentages, disbursements and deposits, and student enrollment report with enrollment expressed in terms of funding mechanisms (e.g. Pupil Units). At least quarterly (for quarters ending 9/30, 12/31, 3/31, and 6/30), through means determined by ACNW, the School will provide ACNW with a balance sheet, income statement that includes revenues and expenses by UFARS programs (see Exhibit R), up-to-date cash flow projections, and fiscal year-end fund balance projections. Should the School continually exceed its budgeted expenses with no corresponding increase in revenue, not report properly or timely to the Department of Education or ACNW, evidence any fiscal or legal non-compliance, the School will engage resources to resume budgeted performance and operate in compliance with all Applicable Law and generally accepted standards of fiscal management.

The School permits the School's contracted financial auditor and accounting service provider (if any) to discuss any and all financial matters regarding the School with ACNW or any representative of ACNW. ACNW will inform the School when it contacts the School's financial auditor or accounting service provider. ACNW will initiate contact with the School's financial auditor or accounting service provider only to fulfill its oversight responsibilities as determined by ACNW. ACNW will not discuss or attempt to discuss any data that is subject to the privacy and confidentiality provisions of federal and state statutes, rules and regulations, including, but not limited to FERPA and the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes sections 13.01 et seq.

The School Board is responsible for establishing, approving, and amending an annual budget in accordance with Applicable Law.

By June 30 of each year, the School Board shall submit to ACNW a copy of its final approved budget for the following school year. The budget must include a detailed budget of the revenues and expenditures presented at the program and object code level consistent with Exhibit R. In addition, the School Board is responsible for approving all revisions and amendments to the annual budget. Within ten (10) business days after School Board approval, revisions or amendments to the School's budget shall be submitted to ACNW.

- (b) To Department of Education. The School will comply with all reporting requirements established by the Department of Education.
- (c) The School shall comply with the Financial Management Plan as contained in Exhibit K.

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

Section 6.11. Annual Financial Statement Audit. The School shall engage an annual external audit of all financial and accounting records. The audit will be prepared and reviewed by an independent certified public accountant. The School will submit the finalized annual financial statement audit and auditor's management letters, including any required supplemental information to ACNW no later than December 31 for the preceding fiscal year. The School will comply with the same financial audits, audit procedures, and audit requirements of school districts, including Minnesota Statutes sections 123B.75 to 123B.83, except to the extent deviations are necessary because of the program of the School. Financial, program, or compliance audits may be conducted by the Department of Education, or the State Auditor, and/or the Legislative Auditor.

Section 6.12. UFARS and MARSS. The School will utilize the UFARS financial accounting principles and methods. The school will comply with MARSS requirements with respect to student accounting.

Section 6.13. Contributions and Fund Raising. The School may solicit and receive contributions and donations as permitted by law. The school shall have an approved policy regarding the acceptance and administration of such gifts. No solicitation shall indicate that a contribution to the School is for the benefit of ACNW. ACNW may review the feasibility of any fundraising/non-government grants or gifts not already received or subject to written pledge in its budget for operating expenses.

Section 6.14. Annual Reports. The School will submit its state required annual report for the immediately preceding school year ending June 30 to ACNW, post the annual report on the school's official website, and distribute the annual report by publication, mail, or electronic means to school employees and parents and legal guardians of students enrolled in the School no later than the deadline determined by ACNW. ACNW will inform the School of the deadline of the annual report each year no later than August 1; this deadline will be no earlier than October 1. The annual report shall be approved by the School Board prior to the submission to ACNW and will include such information as ACNW may require, including at a minimum, information required by Applicable Law and a report on the School's performance as it relates directly to the goals articulated in this contract in Exhibit G and Exhibit H.

Section 6.15. Authorization of Employment. An employee hired by the School shall be an employee of the School for all purposes and not an employee of ACNW for any purpose. With respect to School employees, the School shall have the power and responsibility to: (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The School shall comply with Minnesota Statutes Chapter 179A as applicable. The School must employ or contract with teachers who hold valid licenses or any allowable waivers to perform the teaching service for which they are employed at the School.

The School Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The School shall employ and contract teachers who hold valid licenses or certifications, as required by Applicable Law. Teachers employed by the School shall be treated by the School as public school teachers for the purposes of Minnesota Statutes Chapters 354 and 354A.

Section 6.16. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the School shall be the responsibility of the School.

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

Section 6.18. Notification of Claim. The School agrees to provide notice to ACNW within five (5) business days of the School's receipt of any significant claim, including any allegation of illegality or impropriety by the School or its employees, and any adverse notice received from the Department of Education.

Section 6.19. Expenses. The School agrees to pay for all expenses related to its operation as a charter school, including expenses incurred for operational programs and all expenses related to the performance of its obligations under this Contract and Applicable Law.

Section 6.20. Board Data. The School agrees to notify ACNW, via an updated board roster, of any resignations or additions to its School Board within ten (10) business days of such change. All additions to the School Board will execute a statement of assurance, in the form of Exhibit L, within ten (10) business days of such addition, which shall be provided to ACNW within twenty (20) business days of such addition. The School agrees to obtain background checks, at the School's or the individual's expense, whichever is allowed by Applicable Law, on all potential board members before such members are added to the School Board; the School shall certify to ACNW within ten (10) business days of receipt of such background check that the background check has been completed and whether or not the background check contained adverse information. In addition, the School agrees to furnish ACNW with finalized minutes of the Board's meetings at such time as the minutes are approved by the School Board. The School further agrees to notify ACNW of the School Board regular meeting schedule when requested by ACNW. The School agrees to inform ACNW of any special and emergency meetings at the same time as notice is provided to board members and the public. The School further agrees to provide ACNW by October 1 of each year conflicts of interest statements for all board members and ex-officio board members in the form ACNW requires.

Section 6.21. Additional Reporting Obligations.

- a) Teacher Licensure. The School will advise ACNW, in its Annual Report and through submission of a STAR report if requested, each school year of the following for each teaching staff member: full name, Minnesota license number, grade taught, subject(s) taught.
- b) Other Reporting. The School will furnish other critical documents, data or information at ACNW's request. ACNW agrees that requests for other reporting will be reasonable and necessary.

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

Section 6.23. Conflict of Interest and Assurances. The School agrees to comply with the provisions of Minnesota Statutes sections 124E.07 Subd. 3 and 124E.14 as well as the requirements of Exhibit L.

ARTICLE VII

GENERAL PROHIBITIONS

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

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

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

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

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

ARTICLE VIII

COMPLIANCE WITH STATE AND FEDERAL LAWS

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

(a) Students with Disabilities.

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

2. Special Education Director. The School shall employ or contract with a special education director who shall be responsible for program development, coordination and evaluation; planning for professional development and general programmatic and fiscal supervision and administration. The School permits the School's contracted special education director to discuss any and all matters related to special education at the School with ACNW or any representative of ACNW. ACNW will inform the School when it contacts the School's special education director. ACNW will initiate contact with the School's special education director only to fulfill its oversight responsibilities as determined by ACNW. ACNW will not discuss or attempt to discuss any data that is subject to the privacy and confidentiality provisions of federal and state statutes, rules and regulations, including, but not limited to FERPA and the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes sections 13.01 et seq.
3. Systems & Services. The School shall implement, at a minimum:
 - a. A child-find system to identify students with disabilities and students who are suspected of having disabilities; such system will include a procedure for receiving referrals from parents, teachers, outside agencies, and physicians.
 - b. A system for conducting comprehensive initial and reevaluations to determine eligibility for special education and related services.
4. Financial Parameters. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill certain excess special education costs not paid by state special education fund to the student's resident district. The combination of state special education funds and the ability to bill to the district certain excess special education costs enable the School to adequately provide special education services to such children. The School may also access federal special education funds.

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

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

- (c) Immunization. The School shall comply with the Minnesota Statutes section 121A.15, requiring proof of student immunization, or exemption consistent with Applicable Law, against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and hemophilia influenza type B prior to enrollment.
- (d) Human Rights Act. The School shall comply with the Minnesota Human Rights Act, Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes section 121A.04, which governs provisions of equal opportunities for members of both sexes to participate in athletic programs.
- (e) Student Discipline and Dismissal. The School shall comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes sections 121A.40 to 121A.575. The school board shall provide to ACNW its approved discipline policy and procedure consistent with MPFDA within 120 days of the effective date of this Contract. The School shall comply with the continuing truant notifications under Minnesota Statute section 260A.03.
- (f) Fee Law. The School shall comply with the Minnesota Public Schools Fee Law, Minnesota Statutes sections 123B.34 to 123B.39, which governs authorized and prohibited student fees.

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

Section 8.3. Intellectual Property. The School has ascertained that its name and logo do not violate or infringe upon the intellectual property rights of any third party and has taken appropriate measures to secure the intellectual property rights with respect to its name and logo. The School gives ACNW the authority to use the School's name and logo on the ACNW website, newsletters, or other materials including public reports solely for the purposes of identifying that the School is authorized by ACNW.

Section 8.4. Student Records. The School shall comply with Applicable Law regarding the management and transfer of student records consistent with Minnesota Statutes sections 120A.22 Subd. 7, 138.163, and 138.17.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. ACNW and the School acknowledge that the operation and administration of a charter school and the improvement of educational outcomes over time may require appropriate amendment of this Contract. In order to ensure a proper balance between the need for independent development of the School and the statutory

responsibilities of ACNW as an authorizing body, all amendments to this contract must be in writing, and signed by the parties.

Section 9.2. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities, obligations, rights, or remedies of either the School or ACNW, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities, obligations, rights, or remedies of the School and ACNW shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X

CONTRACT REVOCATION/TERMINATION AND NONRENEWAL

Section 10.1. Grounds for Revocation/Termination or Nonrenewal. This Contract may be revoked/terminated and need not be renewed by ACNW upon a determination by ACNW that one or more of the following has occurred:

- 1) Failure of the School to meet the requirements for student performance set forth in this Contract; or
- 2) Failure of the School to meet generally accepted standards of fiscal management; or
- 3) Failure of the School to comply with all Applicable Laws

Section 10.2. Other Grounds for Revocation/Termination or Nonrenewal. In addition to the grounds for revocation/termination and nonrenewal set forth in Section 10.1, ACNW may revoke/terminate or not renew this Contract, upon ACNW's determination that one or more of the following has occurred:

- a) Failure of the School to meet the requirements for environmental education performance set forth in this Contract;
- b) The School is unable to pay its bills as required by Minnesota Statutes section 471.425 Subd. 2, is insolvent, or is bankrupt;
- c) The School has insufficient enrollment or demonstrated financial resources to successfully operate a charter school, or the School has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- d) The School substantially defaults in the terms, conditions, promises, or representations contained in or incorporated into this Contract as determined by ACNW in its sole discretion;
- e) ACNW discovers negligent, fraudulent, or criminal conduct by any of the School's applicant(s), directors, officers, employees, or agents in relation to the school's performance under this Contract; or

- f) The School's applicant(s), directors, officers, or employees have provided false or misleading information or documentation to The Department of Education or ACNW in connection with ACNW's issuance of this Contract, or the School's reporting requirements under this Contract or Applicable Law; or programs outlined in any supplemental affidavit.
- g) Other good cause shown.

Section 10.3. Procedures for Revoking/Terminating or Not Renewing Contract.
ACNW's process for revoking/terminating or not renewing the Contract is as follows:

- a) Notice of Intent to Revoke/Terminate or Not Renew. ACNW, upon reasonable belief that grounds for revocation/termination or nonrenewal of the Contract exist, shall notify the School Board of such grounds by issuing the School Board a notice of intent to revoke/terminate or not renew. The notice of intent to revoke/terminate or not renew shall be in writing, shall set forth in reasonable detail the alleged grounds for revocation/termination or nonrenewal, and shall state that the School Board may request in writing an informal hearing before ACNW within fifteen (15) business days of receiving the notice.
- b) School Board's Response. Within fifteen (15) business days of receipt of the notice of intent to revoke/terminate or not renew, the School Board shall respond in writing to the alleged grounds for revocation/termination or nonrenewal. The School Board's response shall either admit or deny the allegations of non-compliance. If the School's response includes admissions of non-compliance with the Contract or Applicable Law, the School Board's response must also contain a description of the School Board's plan and timeline for correcting the non-compliance with the Contract or Applicable Law. If the School's response includes a denial of non-compliance with the Contract or Applicable Law, the School's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the School Board may request that an informal hearing be scheduled with ACNW. The School Board's failure to provide to ACNW a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to ACNW's proposed action.
- c) Informal Hearing. Upon receiving a timely written request for an informal hearing, ACNW shall give ten (10) business days notice to the School Board of the hearing date and time, and ACNW shall conduct such hearing.
- d) Plan of Correction. ACNW shall review the School Board's response and may, in its sole discretion, determine whether a reasonable plan for correcting the deficiencies may be formulated. If ACNW determines that a reasonable plan for correcting the deficiencies set forth in the notice of intent to revoke/terminate or not renew can be formulated, ACNW shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, ACNW is permitted to adopt, modify, or reject some or all of the School Board's response for correcting the

deficiencies outlined in the notice of intent to revoke/terminate or not renew. ACNW is not obligated to offer a Plan of Correction to the School.

- e) Withdrawal of Notice of Revocation/Termination or Nonrenewal. ACNW may withdraw its notice of intent to revoke/terminate or not renew if ACNW determines any of the following: (i) the School Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the notice of intent to revoke/terminate or not renew has been corrected by the School Board; or (iii) the School Board has successfully completed the Plan of Correction.
- f) Effective Date of Revocation/Termination or Nonrenewal. If ACNW decides to revoke/terminate or not renew the Contract, the revocation/termination or nonrenewal shall be effective on the date of ACNW's act of revocation/termination or nonrenewal, or at a later date as determined by ACNW, such date specified by ACNW in its determination of revocation/termination or nonrenewal. ACNW must take final action regarding revocation/termination or nonrenewal no later than twenty (20) business days: (i) before the specified date for revocation/termination or nonrenewal of the Contract, or (ii) the Contract's termination date.

Section 10.4. Dissolution. If this Contract is revoked/terminated, or if this Contract is not renewed pursuant to this Article, the School will dissolve following the process provided by Applicable Law relating to dissolutions and Exhibit M.

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

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

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

ARTICLE XI

ADDITIONAL PROVISIONS

Section 11.1. Contract Renewal or Transfer to Different Authorizer.

(a) Contract Renewal.

1. Considerations Determining Renewal. The School acknowledges that improving all pupil learning and all student achievement is the most important factor ACNW will consider in determining Contract renewal, which determination shall be based substantially on the School's attainment of its academic and academic-related goals identified in Exhibit G. ACNW will also consider the degree to which the School has improved all pupil learning and all student achievement other than the attainment of goals specified in Exhibit G.

ACNW will consider other factors in its renewal determination, which factors are considered secondary to improving pupil learning and student achievement. Specifically, ACNW will consider the School's environmental education performance specified in Exhibit H, achievement of any additional identified purposes specified in Exhibit F, and financial and operational performance obligations and compliance with Applicable Law as set forth in this Contract.

The School will be eligible for renewal only if the School has improved all pupil performance and all student achievement, and met environmental education performance expectations notwithstanding superior performance in financial, operations, governance, and legal compliance factors.

2. Considerations Warranting Nonrenewal. The School agrees that nonrenewal is warranted based on the existence of grounds identified in section 10.1 or 10.2 or Applicable Law, notwithstanding the existence of improved pupil learning and student achievement. For example, nonrenewal will result from the School's failure to improve pupil learning and student achievement (notwithstanding superior performance in financial, operations, governance, or legal compliance factors) and may result from the School's improvement of pupil learning and student achievement combined with a failure to achieve environmental education goals specified in Exhibit H or significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas.
3. Corrective Action Renewal. If the School has improved all pupil learning and all student achievement, but School performance also indicates the existence of a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial,

operational, governance, or legal compliance areas, or deficiencies in multiple areas, or failure to meet environmental educational goals specified in Exhibit H, ACNW may, but is not obligated to, renew this Contract. If ACNW renews the Contract in these circumstances, the renewal is for corrective action with a term not to exceed three years, and the School acknowledges and agrees that the School must continue to improve all pupil learning and all student achievement and must eliminate and resolve the deficiencies causing the Corrective Action Renewal and that no additional deficiencies are created or identified during that renewal term in order to be eligible for a subsequent renewal.

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

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

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

Section 11.2. Insurance. The School Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

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

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

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

The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota. The School may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to ACNW, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide ACNW or its designee copies of all insurance policies required by this Contract, if requested by ACNW. ACNW may periodically review the types and amounts of insurance coverages that the School secures.

The above-stated coverage limits shall be issued and maintained as indemnity limits and shall not be reduced by any applicable insurer defense obligations. The Department of Education may suggest or Applicable Law may determine alternative amounts and terms of any deductible or insurance provisions, which shall supersede the foregoing requirements. The School shall provide the Department of Education with any insurance information, as requested.

The School may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for students while attending school or participating in a school program or activity.

Section 11.3. School Lease. The School shall provide to ACNW a copy of its lease, and any subsequent amendment(s), for the premises in which the School shall operate within fourteen (14) calendar days of execution. The school will provide to ACNW any notice of lease termination within five (5) calendar days of receipt. The School may lease space from any independent or special school board eligible to be a charter school authorizer, other public organization, private nonprofit institution organization or private property owner, as it deems necessary. The School may lease space from a sectarian organization as allowed by Applicable Law.

Section 11.4. Occupancy and Safety Certificates. The School Board shall: (i) ensure that the School's physical facilities comply with all fire, health, and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section. Copies of such certificates shall be provided to ACNW, if requested by ACNW.

Section 11.5. Legal Liabilities. ACNW does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the School. The School acknowledges and agrees it assumes full liability for its activities and that the Commissioner, ACNW, officers and members of the Board of ACNW, and employees of ACNW, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to Minnesota Statutes section 124E.09, and nothing in this Contract is intended to affect such immunity.

Section 11.6. Indemnification of ACNW & Commissioner. Notwithstanding Section 11.5, the School agrees to indemnify and hold harmless ACNW and its board members, employees, agents or representatives, and to indemnify and hold harmless the Commissioner and Department of Education officers, agents, and employees notwithstanding Minnesota Statutes section 3.736 from all suits, claims, demands, or liabilities, including attorney fees, and related expenses, which arise out of or are in any manner connected with the School's operations or which are incurred as a result of the reliance of ACNW upon information supplied by the School, or School Board and its agents or employees, which arise out of the failure of the School to perform its obligations under this Contract or which arise out of ACNW's exercise of its obligation under Applicable Law and this Contract. The School will also provide to ACNW a certificate from the insurance company naming ACNW as an "additional insured."

ARTICLE XII

GENERAL TERMS

Section 12.1. Term of Contract. This Contract shall be effective July 1, 2018, and shall remain in full force and effect for (5) academic years through the end of the 2022-2023 school year, and shall terminate on June 30, 2023, unless sooner revoked/terminated according to the terms hereof.

Section 12.2. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram or electronic mail; or (iii) upon placing into United States mail if by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by written notice delivered pursuant hereto:

If to ACNW:

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

If to School:

Vermillion Country School
Attn: Board Chair
1 Enterprise Drive
Tower, MN 55790

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

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

Section 12.5. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between ACNW and the School with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.6. Assignment. This Contract is not assignable by either the School or ACNW.

Section 12.7. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.8. Governing Law. This Contract shall be governed and controlled by the laws of the State of Minnesota as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

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

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

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

Section 12.12. No Third Party Rights. This Contract is made for the sole benefit of the School and ACNW. Except as otherwise expressly provided, nothing in this Contract shall

create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.13. Non-agency. The School is not an agent of ACNW and ACNW is not an agent of the School.

Section 12.14. Termination of Responsibilities. Except as provided in Section 12.15, upon termination or revocation of the Contract, ACNW or its designee and the School shall have no further obligations or responsibilities under this Contract to the School or any other person or persons in connection with this Contract.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.1(a)3 Probationary Renewal, 11.2 Insurance, Section 11.5 Legal Liabilities, Section 11.6 Indemnification of ACNW, Section 12.8 Governing Law, Section 12.10 Construction, Section 12.13 Non-Agency, and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

As the designate of ACNW, I hereby issue this Contract to the School as of the date set forth:

DATE: July 1, 2018

AUDUBON CENTER OF THE NORTH WOODS

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

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

By: _____
Jodi Summit
Its: Board Chair

Minnesota Department of
Education

January 3, 2012

Melonie Shipman
Co-Executive Director
Audubon Center of the North Woods
P.O. Box 530
Sandstone, MN 55072

Dear Ms. Shipman:

Thank you for submitting a new charter school affidavit to the Minnesota Department of Education (MDE) for Vermilion Country School. Congratulations – the revised affidavit submitted on December 29, 2011 is approved.

As you are aware, MDE raised questions about Audubon Center of the North Woods' (ACNW) initial affidavit for Vermilion Country School. While your response of December 23, 2011 provided additional information that sufficiently addresses MDE's concerns, ACNW is urged to carefully implement the oversight plans described in your revised affidavit to help ensure the success of this new charter school. The final rubric generated by MDE's review of your affidavit for VCS is enclosed with this letter.

ACNW has 45 business days from the date of this letter to complete the contract with Vermilion Country School. Additionally, ACNW shall submit to the commissioner a copy of the signed charter contract within ten business days of its execution.

Please submit Vermilion Country School's chartering documents *exactly as instructed* in the enclosed document, "Next Steps: New School Chartering Process." A charter number will be assigned to the new school once all necessary documents are received.

Best wishes for the success of Vermilion Country School.

Sincerely,



Dr. Brenda Cassellius
Commissioner

cc: Marshall Helmberger, Primary Contract, Vermilion Country School

Encl (2)

NP 2018

ARTICLES OF INCORPORATION of Vermilion Country School

The undersigned incorporators are individuals 18 years of age or older and adopt the following articles of incorporation to form a nonprofit corporation (Chapter 317A).

ARTICLE I — NAME

The name of this corporation shall be **Vermilion Country School**. ✓

ARTICLE II — REGISTERED OFFICE ADDRESS

The place in Minnesota where the principal office of the corporation is to be located is **414 Main St., PO Box 636, Tower, MN 55790 * Contact: Marshall Helmberger, 218-753-2950** ✓

ARTICLE III — PURPOSE

This corporation is organized exclusively for educational purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including operation of a state-chartered public school in the community of Tower, Minnesota. The purpose of this corporation is to create, manage, and oversee the successful operation of the charter school, in order to provide full educational services, with a special emphasis on project-based teaching methods, to any applicants (within space and staffing limitations) with no tuition charge nor discrimination based on race, ethnicity, religion, gender, or sexual orientation.

ARTICLE IV — EXEMPTION REQUIREMENTS

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

1. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.
2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Notwithstanding any other provisions of this document, the organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future tax code, or by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future tax code.

ARTICLE V — MEMBERSHIP/BOARD OF DIRECTORS

This corporation shall have members. The eligibility, rights and obligations of the members will be determined by the organization's bylaws. The management of the affairs of the corporation shall be vested in a board of directors, as defined by the corporation's bylaws. No director shall have any right, title, or interest in or to any property of the corporation.

The number of directors constituting the initial board of directors is four (4); their names and addresses are as follows:

Rebecca Gawboy, 9232 Hwy. 135 N., Tower, MN 55790

Marshall Helmberger, 9397 Holter Rd., Tower, MN 55790

Muriel Scott, PO Box 353, Soudan, MN 55782

Jodi Summit, 9397 Holter Rd., Tower, MN 55790

Members of the initial board of directors shall serve until the first annual meeting, at which their successors will be duly elected and qualified, or removed as provided in the bylaws.

ARTICLE VI — PERSONAL LIABILITY

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

ARTICLE VII - DURATION/DISSOLUTION

The duration of the corporate existence shall be perpetual until dissolution. Upon the dissolution of the organization, assets of the corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE VIII - INCORPORATORS

In witness whereof, we, the undersigned, have hereunto subscribed our names for the purpose of forming the corporation under the laws of the State of Minnesota and certify we executed these Articles of Incorporation this **November 2, 2009**

[Handwritten Signature]

Signature (Incorporator 1)

9232 Hwy 135N Tower MN 55790

Address, City, State, ZIP

[Handwritten Signature]

Signature (Incorporator 2)

9397 Holter Rd. Tower, MN 55790

Address, City, State, ZIP

[Handwritten Signature]

Signature (Incorporator 3)

9397 Holter Rd Tower MN 55790

Address, City, State, ZIP

[Handwritten Signature]

Signature (Incorporator 4)

Roby 353 Souda Mn 55782

Address, City, State, ZIP

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

NOV = 4 2009 *ak*

Mark Fitchie
Secretary of State

11-2-09 Diane L. Meehan



**BYLAWS OF THE
VERMILION COUNTRY SCHOOL**
(revised 9/23/2015)

ARTICLE I - NAME AND PURPOSE

Section 1- The name of the organization shall be Vermilion Country School (VCS). It shall be a non-profit organization incorporated under the laws of the State of Minnesota.

Section 2- Vermilion Country School is organized exclusively for educational purposes.

ARTICLE II - OFFICES

Section 1- Registered Office: The registered office of the corporation is in the state of Minnesota as stated in the Articles of Incorporation.

Section 2- Other Offices: The Corporation may have such other offices in the state of Minnesota as the VCS Board of Directors may determine, or as the affairs of the corporation may require. The registered office may be, but need not be, identical with the principle office in the state of Minnesota.

ARTICLE III - MEETINGS OF MEMBERS

Section 1- The Annual Meeting: The annual meeting of VCS shall take place in the month of February; the specific date, time and location of which will be designated by the VCS Board of Directors. At the first annual meeting, the board chair shall select directors to vacant positions opened by a director's term ending, receive information in the annual report, and hear reports from standing committee chairpersons.

However, in accordance with MN Statute 124D.10, before VCS completes its third year of operation, an ongoing board will be elected in accordance with 124D.10. Additionally, at least a third of the VCS Directors shall be elected before the end of VCS's second year of operation; and the full board elected by the completion of VCS's third year of operation.

Terms of newly seated board members will begin at the March meeting.

Section 2- Special Meetings: Special meetings may be called by the board chair of the VCS Board of Directors. No business other than that specified in the notice of meeting shall be transacted at a special meeting.

Section 3- Notice of Meetings: Printed or electronic packets of information for each meeting shall be given to each board member, not less than 24 hours prior to the meeting.

Section 4- Quorum: Half of the board members plus one member must be present at any properly announced meeting to constitute a quorum.

Section 5- Voting: All issues to be voted on shall be decided by consensus using the “fist of five method” of those present at the meeting in which the vote takes place. If no consensus can be reached, a simple majority vote of the board members present will occur.

ARTICLE IV – BOARD OF DIRECTORS

Section 1- Board Role: The affairs of the corporation shall be managed by the VCS Board of Directors except as limited by the Articles of Incorporation, these bylaws, Minnesota Statutes Section 124D.10, and by law. The board is responsible for the overall policy and direction of the Vermilion Country School, and delegates responsibility for day-to-day operations to the school administrator and staff.

Section 2- Number, Qualifications and Term of Office: The board shall have no less than five and no greater than nine members. All board members will serve three-year terms, but are eligible for reelection. Director’s terms shall be staggered so that at least one, but no more than three, directors shall be elected each year. Before the end of VCS’s third year of operation, the make-up of the board should conform to the language in MN Stat. 124D.10, which calls for at least one licensed teacher, one parent or guardian of an enrolled student, and one interested community member who is not employed by VCS. The board will have no clear majority. No related parties may serve on the board simultaneously.

Section 3- Regular Meetings: The board shall meet at least monthly (August through June, with July optional) at an agreed upon time and place.

Section 4- Special Meetings and Notices: Special meetings of the VCS Board of Directors may be called by the board chair. Notice of a special meeting of the VCS Board of Directors shall be emailed to each director at least three days before the day on which the meeting is to be held, or delivered in person or by telephone no later than 24 hours before the meeting is to be held.

Section 5- Presence at Meetings: Members of the VCS Board of Directors may participate in a meeting by means of conference telephone or similar communications equipment as long as all persons participating in the meeting can simultaneously see and hear one another. Such participation at a meeting shall constitute presence in person at the meeting.

Section 6 - Any Board Member that misses three meetings in a row and is unexcused shall be disqualified from serving on the Board. An absence will be excused by notifying the Board chair prior to the meeting.

Section 7- Resignation: Any director of Vermilion Country School may resign at any time by filing written notice to the board chair or secretary of the VCS Board of Directors. The resignation shall take effect at the time specified therein.

Section 8- Removal of Directors: Any director may be removed, with or without cause, by a vote of a simple majority of the total number of directors, excluding the board member in question, at a special meeting of the VCS Board of Directors called for that purpose. The vacancy in the VCS

Board of Directors caused by such removal shall be filled in the manner specified in Article V, Section 9.

Section 9- Vacancies: Any vacancy on the VCS Board of Directors caused by death, resignation, removal or other cause shall be filled by a vote of the remaining directors (no less than a quorum). Each director so chosen shall hold office until completion of the term of the director he or she replaces.

Section 10- Quorum and Adjourned Meeting: Except as otherwise provide by statute or these bylaws, a majority (half plus one) of the number of directors shall be required to constitute a quorum for the transaction of business at any meeting, and the act of a majority of the directors at any meeting at which a quorum is present shall be the act of the VCS Board of Directors. In the absence of a quorum, a majority of the directors present may adjourn any meeting from time to time until a quorum is present. Notice of any adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken.

Section 11- Voting: Each member of the VCS Board of Directors shall have the power to exercise one vote on all matters to be decided by resolution of the board. The affirmative vote of the unanimous consensus of those present, or by a simple majority of a quorum of board members shall constitute a duly authorized action of the board.

Section 12- Compensation: Directors shall not receive compensation for their services as a director. In addition, the directors of the corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to Vermilion Country School, as the VCS Board of Directors from time to time determines such services to be directly in furtherance of the purposes and in the best interest of the school.

ARTICLE V - OFFICERS AND EMPLOYEES

Section 1- Officers and Duties: There shall be three officers of the board, consisting of a chair, secretary, and treasurer. Their duties are as follows:

The chair shall act as chair of the VCS Board of Directors and exercise the functions of the office of the chair of the corporation; preside at all meeting of the VCS Board of Directors; perform such duties and shall 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 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 VCS Board of Directors.

Section 2 -The secretary shall: attend all meetings of the members, the VCS Board of Directors and all committees (when requested), record (or oversee recording) proceedings of all meetings of the members, the VCS Board of Directors and committees in a book to be kept for that

purpose; oversee preservation of all documents and records belonging to the corporation; give or cause to be given notice of all meetings of the VCS Board of Directors and committees; and perform such other duties as may be prescribed by the VCS Board of Directors or board chair from time to time.

Section 3 -The treasurer (chief financial officer) shall: oversee accurate accounts of all monies of the corporation received or disbursed; deposit all monies, drafts and checks in the name of, and to the credit of, the corporation in such banks and depositories as the VCS Board of Directors shall from time to time designate; have the care of custody of the corporate funds and securities; have the power to endorse for deposit all notes, checks and drafts received by the corporation; disburse the funds of the corporation as ordered by the VCS Board of Directors, making proper vouchers therefore; render to the board chair and the VCS Board of Directors, whenever required, an account of all of his/her transactions as chief financial officer and of the financial condition of the corporation; and perform such other duties and have such other powers as may from time to time be prescribed by the VCS Board of Directors or the board chair.

Section 4- School Administrator: The administrator of the Vermilion Country School is hired by the board. The administrator has day-to-day responsibility for the school, including carrying out the school's goals and policies. The school administrator will attend board meetings, report on the progress of the organization, answer questions of the board members and carry out the duties described in the job description. The board can designate other duties as needed.

Section 5- Bond: The VCS Board of Directors of the Vermilion Country School shall determine which, if any, officers of the VCS Board of Directors shall be bonded and the amount for each bond.

ARTICLE VI – COMMITTEES

Section 1- Committee Formation: The board may create committees as needed, such as fundraising, building and grounds, public relations, parent involvement, etc. The board chair appoints all committee chairs. The board-appointed committees are advisory to the board.

ARTICLE VII – NOMINATIONS

Section 1- Committee on Nominations: During the month of January (when needed to elect the ongoing board before the end of VCS's third year of operation, and thereafter) the VCS Board of Directors shall appoint a nominating committee of five members, none of whom need to be a member of the board. The duty of the committee shall be to nominate candidates for directors to be elected at the next annual election. Committee members shall notify the secretary in writing, at least twenty-one days before the date of the annual meeting, of the names of the candidates. The secretary, except as otherwise provided herein, shall include the list of candidates with the meeting notice sent to all members.

Section 2 – Independent Nominations: Independent nominations must also be sent to the secretary, on the same timeline as those of the committee, so the names can be included with the notification to members.

ARTICLE VIII – CONFLICT OF INTEREST

Any member of the board who has a financial, personal, or official interest in, or conflict (or appearance of a conflict) with any matter pending before the Board, of such nature that it prevents or may prevent that member from acting on the matter in an impartial manner, will offer to the Board to voluntarily excuse him/herself and will vacate his seat and refrain from discussion and voting on said item. The members of the VCS Board of Directors shall comply with MS 124D.10, subd. 4a in regards to conflict of interest. VCS Board members shall receive training in the provisions of all state and federal requirements regarding conflicts of interest.

ARTICLE IX – FISCAL POLICIES

The fiscal year of the board shall be July 1-June 30.

ARTICLE X - AMENDMENTS

Amendments: These bylaws may be amended as necessary by consensus or, if necessary, by a simple majority vote of the VCS Board of Directors. Proposed amendments must be submitted to the secretary to be sent out with the regular board announcements.

CERTIFICATION

I, the undersigned, being secretary of the Board of Directors of Vermilion Country School, a Minnesota corporation, hereby certify that the forgoing bylaws consisting of Articles I through XI, inclusive, were adopted and declared to be the bylaws governing the school's business and affairs as of the 13rd day of November, 2013, and were amended/updated on the 23rd day of September, 2015.

Jodi Summit, Board President

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

School Name: Vermilion Country School

Mission: To create a small, safe, nurturing, and multicultural learning environment where students take an active role in their own education and the betterment of their communities.

Vision: Developing autonomy, fostering hope, building relationships, and becoming agents of change: enriching ourselves, our communities, and the world.

Program Description:

Provide a description that outlines the school's educational programs and how they are designed to meet the school's mission and vision. If the school has a preschool or pre-K instructional program, include a description of that program. This document should be no more than two pages and should provide a current, accurate and general overview of the school's programs during the school day.

Objective

Vermilion Country School features a small, safe, nurturing, learning environment for students in grades 7-12. VCS is a charter school that opened in 2013 to offer area students a new educational choice as other schools in the area were consolidating. VCS is located in a small, rural, northern town near Boundary Waters Canoe Area. Our highly-qualified staff works with our students closely to develop successful adults with the skills to enrich their communities once they graduate.

We utilize project-based teaching methods and community service, with an Environmental Education focus. Each student receives individual attention and the ability to customize their academic program as provided by their Individualized Learning Plans to make sure each student is able to successfully complete high school. We believe that giving our teachers the oversight and flexibility over our academic programming insures that we can meet the needs of our students, every year, as their needs change and grow.

The charter school's population includes a 30-mile radius including Tower, Soudan, Ely, Babbitt, Virginia, Mt. Iron, Eveleth, Aurora, and the Bois Forte Reservation. We transport our students with school-owned vans and one small bus. We daily serve breakfast and lunch with over 70% of students qualifying for free or reduced price lunch.

Our student body is divided into multi-grade advisories with one or more advisors to oversee their credit accrual, social-emotional needs, life skills, college/career readiness, and core academic goals. The advisory model provides a safe, personal space for our students. VCS realizes that all students deserve the opportunity to feel safe and supported in their school environment. Students each have an office-sized desk and a laptop. Along with advisories, VCS provides other unique opportunity for students to experience social success through weekly team-building in the form of all-student big circle meetings.

Wednesdays at VCS are designed specifically as non-traditional learning time using Environmental and Community Service Project Learning as a foundation. VCS believes that building healthy habits of caring for our surrounding areas begins the process of creating environmentally-aware citizens. Stewardship, along with independent and small group projects and studies, are our expectations, and a part of our credit requirements to graduate. These mission-related activities complement and

reinforce more basic academic learning, as well as meeting our mission-related and environmental education goals.

Classes and out-of-school experiences are all multi-grade and teachers use multiple teaching methods to differentiate learning as each student's learning style is taken into account and noted in their individual learning plan. Minnesota State Standards are followed and in addition to Special Education Services, we provide extra class time for core subjects (Math and Reading) in the form of an ADSIS grant for any general education students who may need additional support to reach grade level standards. Our Special Education student population is trending about twice as high, percentage-wise, as the neighboring district. We utilize in-class paraprofessional support to ensure our Special Education students can participate in our general education programming, providing the least restrictive environment.

Two times a year, VCS hosts special event days and invites everyone: parents, guardians and community members. In the fall, our School Open House is an all-day event for parents and students as well as a time for community members to visit and tour the school. In the spring, our Expo Day wraps up the year with a showcase of all academics, performances, presentations, and awards.

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: Vermilion Country School

Program Description:

Provide a description that outlines the school's out-of-school time programs and how they are designed to advance the school's mission and vision. Be sure to include information on how these programs are staffed and funded. This document should be no more than two pages and should provide a current, accurate and general overview of the school's out of school time programs. For example, do not provide specific days and times of after school programming. Instead, describe the purpose and main activities carried out.

At this time, VCS currently does not have any additional programs outside of school. The school does not have a summer session or extended school year.

Exhibit F: Statutory Purposes

The primary purpose of Vermilion Country School is to improve all pupil learning and all student achievement. The school will report its implementation of this primary purpose in its annual report.

In order to meet the mission and vision set forth by the Vermilion Country School's board of directors, the school and its staff will work closely with students and parents to develop an individualized, goal-oriented, project-based approach to learning that works effectively for each student, while incorporating proven instructional techniques.

- Standards-based curriculum designed by teachers that is responsive to individual student needs.
- Small class size to promote a safe, nurturing environment and lower student-teacher ratio.
- Small group work developing critical-thinking and problem-solving skills as students work together rather than compete against each other.
- Honoring life skills, stewardship and leadership opportunities through a habit of community service which includes regular scheduled events that benefit many in our community, young and old as well as meeting state standards and college and career readiness.
- Multi-grade 7-12 students use inquiry learning in a variety of collaborations with local agencies, community experts, volunteers and cross-curricular activities.
- Cohesive staff team teaching and layering curricular concepts to meet all student levels
- An advisor-to-student ratio of approximately 1:10 in most academic settings takes place in open classrooms. This ensures cultural responsiveness, positive behavior, and fair treatment of student-to-student, staff-to-student student-to-staff and staff-to-staff.
- Technology – Students use their own school-issued laptop and VCS uses school wide Google platforms including docs, sheets, calendar, classroom, forms, sites, mail and server. Grades and attendance are available online through JMC for students and parents to access at their convenience.
- Weekly school-wide team-building activities to strengthen emotional security and inter-dependence resulting in ready-to-learn culture. Within classes, using the latest brain research techniques with common language shared from school-wide social skills work.
- Student-led activities and student-led academics are offered, allowing voice and choice, along with built-in opportunities to make a difference in our school climate and our wider community.

The additional purposes of Vermilion Country School are to:

- Increase learning opportunities for all pupils;
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

The school will report its implementation of these additional purposes in its annual report.

1) Increasing learning opportunities for all pupils

VCS operates in an area with rich learning opportunities in environmental education and local economics in forestry/mining that haven't always been used to the full potential by the local school district. VCS staff will capitalize on these opportunities and design program elements to use these resources to the benefit of the students.

Learning through community service

Community service is a key element in both the vision and the mission of VCS and the staff see almost limitless opportunity for expanding learning opportunities for students, particularly outside of the classroom, through community service. As part of our educational plan, we intend to incorporate community service into the students' individual learning plans and elements of environmental education to provide potential college and career opportunities that are available in this region. Our view is that giving back to the community is important but it is also important for students to see careers beyond minimum wage retail options.

Utilization of community-based assets

The work of the small rural school is no longer to emulate the urban or suburban school, but to design a learning environment that truly serves the needs of its community's young people by utilizing the multitude of learning assets and possibilities within the community. The Tower-Soudan area is home to many valuable educational assets that have not been well-utilized by the traditional public school, but will be utilized extensively by VCS in order to increase learning opportunities. Such assets include the Department of Natural Resources area headquarters, located in Tower, which maintains staff across a wide range of natural resource disciplines, the new Lake Vermilion State Park, the Soudan Underground Mine State Park, the Bois Forte Heritage Center and Museum, the University of Minnesota's Underground Science Laboratory in Soudan, the Superior National Forest, Vermilion Community College as well as community residents with particular expertise. The school will take full advantage of all of these for students to develop an understanding of home; its social structure, its history, its economy, its music, its art, and its ecology.

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

Advisors will be responsible for the learning program to a large extent from the beginning. The board of directors will be non-majority with no one group (parents, community members, and advisors) in full control of the board. This will ensure all stakeholders have a place in the management of the school.

Vermilion Country School

Exhibit G: Academic and Academic-Related Goals

Contract Period July 1, 2018 through June 30, 2023

As articulated in MN Stat. 124E.10, Subd. 1(c), “A charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school students,” which means striving for the world's best workforce (WBWF) as outlined in MN Stat. 120B.11. As an authorizer, ACNW must evaluate the school's performance on meeting outcomes adopted by the commissioner (i.e., WBWF). Therefore, these contractual goals and measures have been aligned to WBWF goal areas. Measures are assigned to WBWF goal area(s) as appropriate and as outlined below:

- **Ready for Kindergarten [R4K]**
All students are ready for kindergarten.
- **Reading Well by 3rd Grade [RG3]**
All students in third grade achieve grade-level literacy.
- **Achievement Gap Closure [AGC]**
All racial and economic achievement gaps between students are closed.
- **Career and College Readiness [CCR]**
All students are career- and college-ready before graduating from high school.
- **Graduate from High School [GRAD]**
All students graduate from high school.

Each measure is weighted to indicate its overall significance in fulfilling the primary purpose of charter schools as outlined in statute which is to improve all pupil learning and all student achievement. The school earns a rating on each measure based on the school's performance over the term of the contract. Each performance rating is assigned a point value according to the weight of the measure:

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

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

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

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

Summary of Indicator Points

Indicator	Points
1: Mission Related Outcomes	12
2: English Language Learners	N/A
3: Reading Growth	16
4: Math Growth	16
5: Reading Proficiency	12
6: Math Proficiency	12
7: Science Proficiency (and Growth)	12
8: Other Proficiency or Growth	N/A
9: Post Secondary Readiness	12
10: Attendance	8
Overall	100

Indicator 1: Mission Related Outcomes

12 Points

School Goal: *Over the period of the contract, students at Vermilion Country School (VCS) will demonstrate personal growth through the successful completion of an ILP that includes: credit tracking, attendance, community service, environmental education, and social-emotional learning.*

Performance Ratings	Measure 1.1 [CCR] – 12 Points: From FY19 to FY22, the aggregate percentage of students that successfully meet their Individualized Learning Plan (ILP) goals in the year 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.	

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 VCS will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.*

Performance Ratings	Measure 3.1 [CCR] –2.5 Points: From FY18 to FY22, the average growth z-score for students grades 7 and 8 on state accountability tests will be equal to or greater than 0.00.	Result:
Exceeds Target (x1.5)	The average growth z-score is equal to or greater than 0.50.	
Meets Target (x1.0)	The average growth z-score is equal to or greater than 0.00.	
Approaches Target (x0.5)	The average growth z-score is greater than -0.50.	
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	
Performance Ratings	Measure 3.2 [CCR] – 2.5 Points: From FY18 to FY22, the aggregate percentage of students grades 7 and 8 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] – 11 Point: From FY18 to FY23, the aggregate percentage of students in grades 7-11 who meet their fall to spring (FY23 fall to winter) NWEA RIT expected growth target will be at least 50%.	Result:
Exceeds Target (x1.5)	The aggregate percentage is at least 65%.	
Meets Target (x1.0)	The aggregate percentage is at least 50%.	
Approaches Target (x0.5)	The aggregate percentage is at least 35%.	
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	

Indicator 4: Math Growth

16 Points

School Goal: <i>Over the period of the contract, students at VCS will demonstrate growth in math as measured by state accountability tests and nationally normed assessments.</i>		
Performance Ratings	Measure 4.1 [CCR] – 2.5 Points: From FY18 to FY22, the average growth z-score for students grades 7 and 8 on state accountability tests will be equal to or greater than 0.00.	Result:
Exceeds Target (x1.5)	The average growth z-score is equal to or greater than 0.50.	
Meets Target (x1.0)	The average growth z-score is equal to or greater than 0.00.	
Approaches Target (x0.5)	The average growth z-score is greater than -0.50.	
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	
Performance Ratings	Measure 4.2 [CCR] – 2.5 Points: From FY18 to FY22, the aggregate percentage of students grades 7 and 8 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] – 11 Point: From FY18 to FY23, the aggregate percentage of students in grades 7-11 who meet their fall to spring (FY23 fall to winter) NWEA RIT expected growth target will be at least 50%.	Result:
Exceeds Target (x1.5)	The aggregate percentage is at least 65%.	
Meets Target (x1.0)	The aggregate percentage is at least 50%.	
Approaches Target (x0.5)	The aggregate percentage is at least 35%.	
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	

Indicator 5: Reading Proficiency

12 Points

School Goal: <i>Over the period of the contract, students at VCS will demonstrate proficiency in reading as measured by state accountability tests.</i>		
Performance Ratings	Measure 5.1 [CCR] – 4 Points: From FY18 to FY22, the school’s aggregate proficiency index score will increase by at least 5.0 points from the baseline proficiency index score (FY15-FY17 baseline score – 55.8) OR be equal to or greater than that of the state for the same grades (7-8, 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 within 5.0 points of 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] – 2 Point: From FY18 to FY22, the school’s aggregate proficiency index score will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same grades (7-8, 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 Points: From FY18 to FY22, 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 (FY15-FY17 baseline score – 51.0) OR be equal to or greater than that of the state for the same subgroup and the same grades (7-8, 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 within 5.0 points of 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 Point: From FY18 to FY22, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (7-8, 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] – 1 Point: From FY18 to FY22, the school’s aggregate proficiency index score for the Special Education subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (7-8, 10).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 5.6 [AGC] – 1 Point: From FY18 to FY22, the school’s aggregate proficiency index score for the Special Education subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (7-8, 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

12 Points

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

Performance Ratings	Measure 6.1 [CCR] – 4 Points: From FY18 to FY22, the school’s aggregate proficiency index score will increase by at least 8.0 points from the baseline proficiency index score (FY15-FY17 baseline score – 27.6) OR be equal to or greater than that of the state for the same grades (7-8, 11).	Result:	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 16.0 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 6.2 [CCR] – 2 Point: From FY18 to FY22, the school’s aggregate proficiency index score will be equal to or greater than that of the St. Louis County School District	Result:	

	(ISD 2142) for the same grades (7-8, 11).		
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 Points: From FY18 to FY22, the school's aggregate proficiency index score for the FRP subgroup will increase by at least 8.0 points from the baseline proficiency index score (FY15-FY17 baseline score – 24.3) OR be equal to or greater than that of the state for the same subgroup and the same grades (7-8, 11).	Result:	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 16.0 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 6.4 [AGC] – 1 Point: From FY18 to FY22, the school's aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (7-8, 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.		
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] – 1 Point: From FY18 to FY22, the school's aggregate proficiency index score for the Special Education subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (7-8, 11).	Result:	

Exceeds Target (x1.5)	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.6 [AGC] – 1 Point: FY18 to FY22, the school's aggregate proficiency index score for the Special Education subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (7-8, 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)

12 Points

School Goal: <i>Over the period of the contract, students at VCS will demonstrate proficiency in science as measured by state accountability tests.</i>		
Performance Ratings	Measure 7.1 [CCR] – 4 Points: From FY18 to FY22, the school’s aggregate proficiency index score will increase by at least 6.0 points from the baseline proficiency index score (FY15-FY17 baseline score – 41.0) OR be equal to or greater than that of the state for the same grades (7-8, 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 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 7.2 [CCR] – 2 Points: From FY18 to FY22, the school’s aggregate proficiency index score will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same grades (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] – 3 Points: From FY18 to FY22, the school’s aggregate proficiency index score for the FRP subgroup will increase by at least 8.0 points from the baseline proficiency index score (FY15-FY17 baseline score – 27.6) OR be equal to or greater than that of the state for the same subgroup and the same grades (8, High School).	Result:	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 16.0 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 7.4 [AGC] – 1 Point: From FY18 to FY22, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (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.		
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’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Performance Ratings	Measure 7.5 [AGC] – 1 Point: From FY18 to FY22, the school’s aggregate proficiency index score for the Special Education subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (8, High School).	Result:	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.6 [AGC] – 1 Point: From FY18 to FY22, the school’s aggregate proficiency	Result:	

	index score for the Special Education subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (8, High School).		
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s.		
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

12 Points

School Goal: <i>Over the period of the contract, students at VCS will demonstrate readiness for post secondary success.</i>			
Performance Ratings	Measure 9.1 [GRAD] – 3 Points: From FY18 to FY22, the school’s aggregate 7-year graduation rate will be at least 67.0%.	Result:	
Exceeds Target (x1.5)	The school’s aggregate graduation rate is at least 80.0%.		
Meets Target (x1.0)	The school’s aggregate graduation rate is at least 67.0%.		
Approaches Target (x0.5)	The school’s aggregate graduation rate is at least 55.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.2 [CCR] – 2 Points: From FY18 to FY22, the aggregate percentage of graduates that earn at least one college credit prior to graduation will be at least 20%.	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 30%.		
Meets Target (x1.0)	The aggregate percentage is at least 20%.		
Approaches Target (x0.5)	The aggregate percentage is at least 10%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.3 [CCR] – 4 Points: From FY18 to FY22, the aggregate percentage of graduates that are accepted into at least one post-secondary option (college/university, military,	Result:	

	apprenticeship, post-secondary training program) prior to graduation will be at least 65%.		
Exceeds Target (x1.5)	The aggregate percentage is at least 80%.		
Meets Target (x1.0)	The aggregate percentage is at least 65%.		
Approaches Target (x0.5)	The aggregate percentage is at least 50%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.4 [CCR] – 3 Points: From FY18 to FY22, the aggregate percentage of graduating students who earn a score of college or career ready or needing no more than one semester of remediation on one of three assessments (ACT, Accuplacer, and ASVAB) will be at least 50%.*	Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 60%.		
Meets Target (x1.0)	The aggregate percentage is at least 50%.		
Approaches Target (x0.5)	The aggregate percentage is at least 40%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

*Each subject of the Accuplacer – math and reading – will be measured separately and will count for one-half of a student’s attainment of this measure.
 Benchmark scores for this measure:
 Accuplacer: Reading minimum score of 56; Arithmetic minimum score of 80; Algebra minimum score of 52; College minimum score of 35.
 ACT: Composite Score of 18.
 ASVAB minimum score of 31.

Indicator 10: Attendance

8 Points

School Goal: <i>Over the period of the contract, students at VCS will attend the school at high rates.</i>			
Performance Ratings	Measure 10.1 – 3 Points: From FY18 to FY22, the average of the school’s annual attendance rates will be at least 88.0%.	Result:	
Exceeds Target (x1.5)	The average of the school’s annual attendance rates is at least 94.0%.		
Meets Target (x1.0)	The average of the school’s annual attendance rates is at least 90.0%.		
Approaches Target (x0.5)	The average of the school’s annual attendance rates is at least 85.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 10.2 – 5 Points: From FY18 to FY22, on average, 75% of students will have an annual attendance rate of 90% or higher.	Result:	
Exceeds Target (x1.5)	On average, 85% of students have an annual attendance rate of 90% of higher		
Meets Target (x1.0)	On average, 75% of students have an annual attendance rate of 90% of higher		
Approaches Target (x0.5)	On average, 65% of students have an annual attendance rate of 90% of higher		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

EE Performance Indicator 1: Awareness

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

EE Performance Indicator 2: Knowledge

2. Students at Vermilion Country School have the knowledge, or are increasing their knowledge, of human and natural systems and processes.

EE Performance Indicator 3: Attitudes

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

EE Performance Indicator 4: Skills

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

EE Performance Indicator 5: Action

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

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

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

Adopted: 11/13/13

Revised: 06/28/18

ENROLLMENT/LOTTERY POLICY

I. PURPOSE

The purpose of this policy is to provide a procedure for accepting and enrolling students when enrollment will go beyond the school's capacity of 75 students.

II. GENERAL STATEMENT OF POLICY

- A. This policy will be in alignment with requirements of MN Statute 124E.
- B. VCS shall enroll an eligible student that submits a timely application, unless the number of applications exceeds the capacity of the grade level and/or the building. Applicants beyond the stated maximum must be accepted by lot. VCS must develop and publish, including on its web site, a lottery policy and process that it must use when accepting pupils by lot.
- C. Students will be accepted on an ongoing basis at any time during the year until reaching maximum capacity of 75 students.
- D. Lottery Process: When the number of applications received exceeds available spots, a waiting list will be started. As spots become available, students with completed applications will be added in the following order:
 - 1. Siblings of students already attending

(A "sibling" is defined as a student applicant who is related to an enrolled student with the same father and/or mother either (1) genetically, or (2) through legal process, i.e., adoption, guardianship, or foster parent. Sibling preference does not apply until one of the siblings is actually enrolled.)
 - 2. Children of staff working at the school
 - 3. Students drawn from a general lottery
- E. A student selected by lottery must accept an enrollment spot within 72 hours of verbal notification to their parent/guardian.
- F. The lottery will continue until reaching maximum capacity.
- G. A student that does not accept a spot or withdraws from the school must reapply for enrollment following the established process.

EXHIBIT J – GOVERNANCE, MANAGEMENT, AND ADMINISTRATION PLAN

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

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

The School shall be exempt from all Minnesota statutes and rules applicable to a School, a School board or a School district, except as provided by Minnesota Statutes Chapter 124E unless a statute or rule is made specifically applicable to a charter school or as otherwise specified in this Contract.

The School shall be governed by a Board of Directors elected in accordance with policies and procedures in the School's Bylaws and consistent with statutory requirements.

The School Board of Directors shall decide matters related to operation of the School, including, but not limited to, budgeting, curriculum, and operating procedures.

Meetings of the School Board of Directors shall comply with the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.

The School Board of Directors delegates the day-to-day management of the School to the administrator(s) who is/are hired and supervised by the School Board of Directors. The School Board of Directors may choose to contract with a third-party provider (CMO/EMO) for comprehensive education design and operation services or comprehensive management services.

The School Board of Directors shall employ and contract with necessary teachers, as defined by Minnesota Statutes section 122A.15, Subd. 1 who hold valid licenses to perform the particular service for which they are employed at the School.

Teachers employed by the School shall be treated by the School as public school teachers for the purposes of Minnesota Statutes Chapters 354 and 354A.

The School Board of Directors may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.

The School Board of Directors may discharge teachers and non-licensed employees.

The School shall employ or contract with a Minnesota licensed director of special education to be responsible for program development, coordination, evaluation, in-service training, general special education supervision, and administration for the School's total special education system (TSES). This administrator shall also be responsible for overseeing that the School has a written Child Find Policy, and shall oversee the implementation of this policy, as well as the School's continued compliance with this policy and special education services to students.

The School shall pursue all financial resources available to Schools to provide special education services.

The School Board of Directors shall demonstrate governance practices of a viable organization as measured by indicators including but not limited to: ongoing training for the Board of Directors, proper oversight by the Board of Directors, active participation by members of the Board of Directors, adopting of required policies, self evaluation, evaluation of the school administrator(s) and other indicators identified in ACNW performance evaluations.

The School shall demonstrate operational practices of a viable organization as measured by indicators including but not limited to: evaluation of staff, gathering of appropriate student achievement and other data, timely and accurate submission of reports, employing appropriate and qualified staff, implementing effective and efficient transportation and food programs, having appropriate insurances in place, maintaining a safe and healthy School environment, and other indicators identified in ACNW performance evaluations.

Exhibit K – Financial Management Plan

The School Board of Directors is trained in financial oversight.

The School Board of Directors establishes, monitors, and amends the School’s fiscal year budget.

The School Board of Directors monitors and evaluates the School’s recordkeeping, controls, and financial position.

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

The Board of Directors retains an external auditor on an annual basis to review the School’s internal controls and processes. The Board initiates and monitors corrective action to ensure that noted deficiencies, if any, are addressed and will not result in repeat findings in subsequent audits.

The School shall be a financially viable and sustainable organization as measured by indicators including but not limited to: fund balance, audit findings, proper use of public funds, appropriate financial systems, quality internal control processes, timely reporting, timely payment of invoices, percentage of funds dedicated to instruction, and other indicators identified in the ACNW performance evaluations. If not, the School will implement a performance improvement plan to ensure financial viability and sustainability.

Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

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

Signature

Date

Printed Name

Phone Number

E-mail Address

Exhibit M: Charter School Closure Process and Plan

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

Name of School _____ Date _____

This document is to be completed by the board of directors of the school, in collaboration with the authorizer, as soon as is practical after the school board is aware of the pending closure of the school.

TASKS	Person Responsible	Date Completed and Comments
Establish <i>ad hoc</i> School Board Committee for wind-up / restructuring		
Designate School contact person(s) to send and receive communications from ACNW;		
Designate employees or School Board members who will handle various aspects of winding up of School operations;		
Provide contact information, and list of employees / School Board members and correspondent responsibilities to ACNW		
Other:		
Contact MDE – Charter Center Immediately		
The MDE Charter Center needs to be contacted immediately to facilitate the legal transfer of all property of the school that was purchased with Federal Charter School Program funds to other schools. Federal Law and the assurances signed by the school requires special attention be given to this property. Contact the CSP Federal Grant personnel at the MDE for guidelines and assistance. <i>(See Inventory and Liquidation of Assets below.)</i>		
Other:		
Reserve Funds		
Segregate by School Board resolution in a separate checking account up to \$45,000 in funds to be used for legal, accounting and other expenses to execute this Closure Plan and to dissolve the School Corporation.		
Other:		
Notification of Parents / Guardians		
Within 10 days after charter revocation, notify parents / guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following: <ul style="list-style-type: none"> * date of the last day of regular instruction; * cancellation of any planned summer school; * notice to parents that enrollment of children in their district of residence or other school is mandatory under state law for children that are six years of age or older; * offer of copies of student records before the charter revocation. * Provide ACNW with a copy of the notice. 		

Other:		
Final Report Cards and Student Records Notice		
<p>Within 7 days after charter revocation, provide parents / guardians with copies of final report cards and notice of where student records will be sent (the student’s district of residence) and specific contact information.</p> <ul style="list-style-type: none"> * The notice must advise the parent/guardian to contact the school where the student intends to enroll and to have the student’s new school contact the student’s district of residence to have the student’s educational records transferred to the new school. * 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 student’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 each student’s district of residence. To the extent that scores, etc. will come into existence after the charter revocation, arrangements should be made with the testing agent to forward such material to each student’s district of residence. The school should also send a set of Individual Student Reports to each student’s district of residence and parents.</p>		
Other:		
Notification of School Districts		
<p>Within 7 days after the charter revocation, the School must notify the school district in which the School is located regarding the termination of the education program and lack of future enrollment.</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 		

<p>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.</p>		
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Other:

Notification of Contractors and Termination of Contracts

<p>Within 20 days after charter revocation, formulate a list of all contractors with contracts in effect, and notify them regarding cessation of current school operations at charter revocation. * If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property. * Provide ACNW with a copy of such notice. * Retain records of past contracts with proof that they were fully paid (<i>see</i> Records Retention, below) to prevent spurious claims.</p> <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or closure of the School. * Telephone, gas, electric, water, insurance (premises and E&O insurance, <i>see</i> below) should remain operative through the charter revocation and to the extent necessary..</p>		
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Other:

Notification of Employees and Benefit Providers

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

<p>unsuccessful, the School may turn the debt over to commercial debt collection agencies. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.</p>		
<p>Other:</p>		
School Wind-Up Plan and Action		
<p>The School Corporation shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of directors. Priority should be given to continuing the School's educational program through the end of the school year and retaining funds to complete the wind-up process.</p> <p>The initial plan should be adopted within 20 days of charter revocation, and be updated at least bi-weekly with copies to ACNW. The plan should include, but not be limited to, the following.</p> <ul style="list-style-type: none"> * Termination of non-essential personnel and cancellation of non-essential services prior to charter revocation. * Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments). * Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors. (<i>See Liquidation of Assets, below.</i>) * Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and (if the School Corporation does not submit or the board of directors do not approve a renewal application), for dissolution. * Cancellation of corporate credit cards and lines of credit. * Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the School Corporation, and employment, contract and School Board status of those authorized to sign for the School. * Status reports on the implementation of the School Wind-Up Plan to be submitted to ACNW through Interim Statements and a Final Statement (below). 		
<p>Other:</p>		
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 		

<p>2) disposal, transfer or sale of vehicles and other assets are sold, respectively.</p> <ul style="list-style-type: none"> * Negotiate School Facility insurance with entities that may take possession of School Facility – lenders, mortgagors; bond holders, etc., if possible. * Appropriate security services should be obtained or maintained. * Action may include moving assets to secure storage after closure or loss of the School Facility. 		
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Other:

Inventory

<p>No later than 30 days prior to charter revocation, all of the School’s assets must be inventoried with item numbers and quantities and/or its inventory updated.</p> <ul style="list-style-type: none"> * All assets of the School, not just ones over a certain dollar value, must be inventoried. * Provide ACNW with a copy of the inventory. * Identify assets purchased with Federal CSP Grant funds. * Identify assets belonging to other entities (school district, county, municipality, teachers, health department, foundations, vendors, PTA, etc.), including those borrowed or loaned. * Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. * Return assets not belonging to School and document same. 		
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Other:

Liquidation of Assets

<p>Assets must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest (above), the secured party should be contacted. <i>(See Federal CSP Grant information above.)</i></p> <p>Pursuant to MN Statute 317A.735, no asset may be given away, except as authorized by law. In cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction, it may be permissible to give away or discard such assets. However, this should be cleared from the largest or sole creditor(s) in advance. School Board members and their relatives as well as employees and students of the School should not purchase any asset unless the purchase is disclosed to the School Board and the disclosure is made a matter of record in the School Board’s minutes and approved by a majority of the non-interested members of the School Board.</p>		
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Other:

E&O Insurance

<p>Maintain existing directors and officers liability (E&O) insurance, if any, until final dissolution of the School Corporation. If no such E&O insurance exists, disclose this fact to the board of directors.</p>		
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Other:

Interim Statements

<p>No later than 10 days after charter revocation, prepare, and submit to</p>		
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<p>ACNW, an interim statement in a form satisfactory to ACNW, of the status of all contracts and other obligations of the School Corporation, and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p> <ul style="list-style-type: none"> * all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School or School Corporation outstanding, including principal and accrued interest, as of the date of the interim report; and * all amounts owed to the School Corporation by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and * all income generated through sale or auction of assets and any other change in status of assets. <p>The School will prepare and submit such statements to ACNW at 30 day intervals until the final statement (below) is prepared and submitted.</p>		
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Other:

Final Statement

<p>At a date to be determined by ACNW, anticipated to be no later than 90 days after charter revocation, no later than 10 days prior to the filing of a dissolution proceeding the School shall prepare to the full satisfaction of ACNW a final statement of the status of all contracts and other obligations of the School Corporation, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <ul style="list-style-type: none"> * all assets and the value and location thereof, whether such asset has been distributed to creditors in satisfaction or payment of any existing debt obligation; and * each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and * statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and * each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest. * This statement is submitted to ACNW in the form in which it will be sworn and submitted to the MN Attorney General and/or MN Secretary of State as part of any dissolution proceeding. * This statement is in addition to the final Financial Statement Audit. 		
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Other:

Final Financial Statement Audit

<p>The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1st of the calendar year in which the School ceases instruction.</p>		
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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 		
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<p>* filing of any required expenditure reports or receipts and any required program reports.</p> <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>		
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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. 		
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Other:

Corporate Records

<p>In all cases, the School Board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> * Loans, bonds, mortgages and other financing; * Contracts; * Leases; * Assets and asset sales; * Grants -- records relating to federal grants must be kept in accordance with 34 CFR 8042. * Governance (Minutes, by-laws, policies); * Employees (background checks, personnel files); * Accounting/audit, taxes and tax status, etc.; * Personnel, * Employee benefit programs and benefits; and * Student summary test data files * Any items listed in this Closure Plan. <p>In the event the School Corporation is dissolved, the members of the School Board or other custodian of the records of the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container.</p>		
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Other:

Resolution of Dissolution

<p>The School Board must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.</p>		
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Other:

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

EXHIBIT N - Provisions for Education Service or Management Contract

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

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

said facility agreement to the Authorizer with the submission of the Service Contract.

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

3. Financial Reporting

- a. Budget. The budget prepared by the Charter School board of directors pursuant to applicable provisions of the Charter School Agreement shall include, without limitation, the following itemized information:
 - i. All contract payments, lease payments, management fees, administrative fees, licensing fees, curriculum fees, technology fees, performance bonuses and other amounts budgeted for the Service Provider or any affiliated entity, with the method for calculating such fees or payments clearly explained.
- b. Financial Statements. In the event that monthly or quarterly financial statements are required to be furnished by the Charter School pursuant to the applicable provisions of the Charter School Agreement, such financial statements shall reflect the school's financial operations, including an itemized accounting of all amounts paid to the Service Provider and any affiliated entity or otherwise paid for services in the Service Contract, which amounts shall be itemized in a manner that clearly corresponds to those categories provided in the Charter School's annual budget or the Service Contract.

- c. Annual Audit. The Financial Audits required under applicable provisions of the Charter School Agreement shall include review of all fees and payments made by the Charter School to the Service Provider or any affiliated entity.
- d. Reporting of Loans and Investments. All loans or grants to, or investments in, the Charter School by the Service Provider or any affiliated entity must be evidenced by appropriate documentation and disclosure, either in the Service Contract or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter School and shall clearly state the Service Provider or affiliated entity's expected return on equity.

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

Audubon Center of the North Woods

Vermilion Country School

Renewal Evaluation Report

Issued February 6, 2018

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Report Introduction

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

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

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

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

Recommendation

The ACNW Charter School Division (CSD) recommends that the Audubon Center of the North Woods Board of Directors renew the charter contract of Vermilion Country School for a full term of five years, giving the school authority to provide instruction to students in grades 7-12 in the manner set forth in its Application for Charter Reauthorization, with a total enrollment of up to 55 students.

During the current contract period, academic performance has been mixed, though greatly improved. The school achieved 46% of points on the academic performance evaluation, which makes the school a candidate for non-renewal. However, this does not include some additional data related to student growth in math and reading, which would typically meet standard. The inclusion of this data, while not consistent with the reporting approached outlined in the contract, would increase the school's academic performance to 64% and make the school eligible for renewal. The school's performance on mission related goals was strong as what the performance in reading proficiency; the school's performance more than doubled from the baseline over the past three years. Performance in the area of math proficiency did not meet the target; however, great improvements were evident in the past year, and the school is poised to continue such improvement based on additional staffing in the math department. The school has demonstrated strong performance in the area of environmental education, meeting standards in four areas and approaching standards in two, and the school's structures for data gathering and student evaluation have improved greatly in this area. The school's financial health is reasonably strong, with a fund balance just below the target of 20%. This is noteworthy given the school's small size. Enrollment is certainly the school's biggest challenge; the school has not met enrollment targets in any of the past three years. The school meets standard on most operational performance indicators; the board is quite stable, though some opportunities for improvement exist, and the school's educational program has improved greatly during the course of its first contract.

Notwithstanding the school's status as a candidate for non-renewal based on academic performance on contractual measures, this positive renewal recommendation is based in great part on improvements across all academic areas including exceptionally strong performance in reading

and mission goals, improvements to the instructional program at the school, strength in the area of environmental education, and the school's strong mission focus. As such, a full renewal term of five years is warranted. A new contract between ACNW and Vermilion Country School must include clear contractual goals focused on continuing to improve student academic outcomes, demonstration of financial viability, and improvements in academic data and reporting systems.

Vermilion Country School

School Overview

- Mission:** To create a small, safe, nurturing, and multicultural learning environment where students take an active role in their own education and the betterment of their communities.
- Vision:** Developing autonomy, fostering hope, building relationships, and becoming agents of change: enriching ourselves, our communities, and the world.
- Description:** Vermilion Country School is a grades 7-12 project based public charter school in cooperation with EdVisions Co-op and authorized by the Audubon Center of the North Woods. The operation of a small, secondary charter school that utilizes project-based teaching methods as well as a wide range of community-based assets—including individuals with special expertise, the surrounding natural environment, and historical and cultural resources specific to our area. Vermilion Country School provides the students with a high quality educational experience, one that focuses more on depth of study than breadth. We believe that by tapping into the individual interests of our students through a project based approach to teaching, and through expanded parental and community involvement, we can elevate student achievement well above the standards currently set by the local school district. In addition, we can more effectively instill a true understanding and appreciation in our students for the lifelong value of learning.

Year school opened: 2013

Year began with ACNW: 2012

Current contract period: July 1, 2012 – June 30, 2018

School location: Tower, MN

Website: www.vermilioncountry.org

Grade levels served: 7-12

Number of students: 43
(SY2017-2018 data)

Student demographics: White – 70% | American Indian – 16% | Hispanic/Latino 7%
(SY2017-2018 data) Special Education – 37% | FRP – 72%

Performance Evaluation Summaries

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

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

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

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

Vermilion Country School FY17 Academic Performance Evaluation Contract Period July 1, 2012 through June 30, 2018

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

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

Summary of Academic Performance on Contractual Goals

Indicator	Points Earned	Points Possible	Percent Earned
1: Mission Related	12	8	150.0%
2: English Language Learners	N/A	N/A	N/A
3: Reading Growth	6	16	25.0%
4: Math Growth	2	16	0.0%
5: Reading Proficiency	14.5	12	120.8%
6: Math Proficiency	2	10	20.0%
7: Science Proficiency	.75	9	8.3%
8: Other Proficiency	N/A	N/A	N/A
9: Post Secondary Readiness	1.5	6	25.0%
10: Federal and State Accountability	N/A	N/A	N/A
11: Attendance	0	8	0.0%
Overall	38.75	85	45.6%

Summary Analysis:

Over the term of the contract to date, the school has demonstrated mixed performance overall on contractual measures. Performance has been strongest on the school’s Mission Related goal, which is connected to successful completion of projects aligned to Life-Long Learning and Community Service. The school also had strong proficiency results in reading based on state accountability tests – the overall proficiency index increased by over 50 points, from 23.8 in FY14 to 68.8 in FY17. In math, the proficiency index also increased significantly, from 20.5 in FY14 to 38.9 in FY17, though the school still did not meet the target in this area as the aggregate proficiency index was 27.6 for FY15-FY17. In math and science, the school’s performance was generally lower than that of the local school district and state across comparable grades and student groups according to state assessments. Similarly, results have been stronger in Reading Growth than in Math Growth according to state accountability tests, although the average growth z-score in both reading and math was positive in FY17 and the school showed marked improvement in both subject areas. While the school did not collect or report on NWEA reading and math growth data in the format agreed upon in the charter contract, data shows that over 50% of students grades 7-10 met expected growth targets in math and in reading. While the school did not earn points for those measures, the performance would typically meet the target for ACNW contracts. Most post secondary readiness measures cannot be evaluated at this time due to low student counts. The school’s aggregate 6-year graduation rate is 37.5%, which is very low. On average, the school’s annual attendance rate has been just below 85% over the past two years.

Overall, the school has met less than half of the contractual outcomes to date, and as outlined in Exhibit P of the charter contract, the school is on track to be considered a candidate for non-renewal. This does not take into account performance as measured by the NWEA reading and math assessments which would otherwise make the school eligible for renewal.

Indicator 1: Mission Related

8 Points

School Goal: *Over the period of the contract, students at Vermilion Country School (VCS) will demonstrate learning consistent with the school’s mission focus of lifelong learning and service to others.*

Performance Ratings	Measure 1.1 [CCR] – 8 Points: From FY16 to FY18, the aggregate percentage of students that complete at least two approved projects annually within the areas of Life-Long Learning and Community Service that are appropriately assessed and demonstrate satisfactory learning will be at least 80.0%.	Result: 100.0%
Exceeds Target (x1.5)	The aggregate percentage is at least 90.0%.	X 12 Points
Meets Target (x1.0)	The aggregate percentage is at least 80.0%.	
Approaches Target (x0.5)	The aggregate percentage is at least 70.0%.	
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	
Indicator 1: Mission Related Summary Performance		12 / 8 Points (150.0%)

Summary Analysis:

The school performance on its Mission Related goal has been strong during the contract term. The school reported that all students who started and completed the school year at VCS completed the requirements for this measure, both in FY16 and FY17. The school can still provide data for FY18.

Indicator 3: Reading Growth

16 Points

School Goal: <i>Over the period of the contract, students at VCS will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.</i>			
Performance Ratings	Measure 3.1 [CCR] – 4 Points: From FY15 to FY17, the aggregate growth z-score for all students on state accountability tests will be equal to or greater than 0.00.	Result: -0.036	
Exceeds Target (x1.5)	The aggregate growth z-score is equal to or greater than 0.50.		
Meets Target (x1.0)	The aggregate growth z-score is equal to or greater than 0.00.		
Approaches Target (x0.5)	The aggregate growth z-score is greater than -0.50.	X	2 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 3.2 [CCR] – 4 Points: From FY15 to FY17, the aggregate percentage of students that achieve a positive z-score on state accountability tests will be at least 60.0%.	Result: 59.2%	
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 50.0%.	X	4 Points
Approaches Target (x0.5)	The aggregate percentage is at least 40.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 3.3 [CCR] – 8 Points: From FY16 to FY18, the school will earn at least 75.0% of possible NWEA growth index points.	Result: No data	
Exceeds Target (x1.5)	The school earns at least 90.0% of possible NWEA growth index points.		
Meets Target (x1.0)	The school earns at least 75.0% of possible NWEA growth index points.		
Approaches Target (x0.5)	The school earns at least 60.0% of possible NWEA growth index points.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Indicator 3: Reading Growth Summary Performance			6 / 16 Points (37.5%)

Additional Data:

During the course of the contract term, the school implemented the NWEA assessment per the contractual goal. However, the school did not review data as outlined in the contract and in terms of the agreed upon NWEA growth index points. Actual data provided by the school, however, documents that during FY15, FY16 and FY17, 76 students grades 7-10 has a pre and post assessment for NWEA in reading. Of these students 39 (51.3% met projected growth).

Summary Analysis:

The school’s performance in the area of reading growth has reasonably. Based on results from state accountability tests, the school demonstrated much improved performance in this area. The average growth z-score decreased from -0.04 in FY15 to -0.34 in FY16, but increased to 0.25 in FY17. Additionally, the percentage of students with a positive growth z-score (i.e., meeting growth targets) decreased from 62.5% in FY15 to 41.7% in FY16 but increased to 69.2% in FY17. In aggregate, over 59% of students had a positive z-score, meeting the target on this measure. Assessment data from the NWEA, as aligned to the school’s charter contract, is unavailable for the contract as noted above. However, NWEA data shows that over 50% of students grades 7-10 met expected growth projections, which would typically meet the standard for ACNW contractual measures.

Indicator 4: Math Growth

16 Points

School Goal: <i>Over the period of the contract, students at VCS will demonstrate growth in math as measured by state accountability tests and nationally normed assessments.</i>			
Performance Ratings	Measure 4.1 [CCR] – 4 Points: From FY15 to FY17, the aggregate growth z-score for all students on state accountability tests will be equal to or greater than 0.00.	Result: -0.489	
Exceeds Target (x1.5)	The aggregate growth z-score is equal to or greater than 0.50.		
Meets Target (x1.0)	The aggregate growth z-score is equal to or greater than 0.00.		
Approaches Target (x0.5)	The aggregate growth z-score is greater than -0.50.	X	2 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 4.2 [CCR] – 4 Points: From FY15 to FY17, the aggregate percentage of students that achieve a positive z-score on state accountability tests will be at least 50.0%.	Result: 36.8%	
Exceeds Target (x1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 50.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 40.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points

Performance Ratings	Measure 4.3 [CCR] – 8 Points: From FY16 to FY18, the school will earn at least 75.0% of possible NWEA growth index points.	Result: No data	
Exceeds Target (x1.5)	The school earns at least 90.0% of possible NWEA growth index points.		
Meets Target (x1.0)	The school earns at least 75.0% of possible NWEA growth index points.		
Approaches Target (x0.5)	The school earns at least 60.0% of possible NWEA growth index points.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Indicator 4: Math Growth Summary Performance			2 / 16 Points (0.0%)

Additional Data:

During the course of the contract term, the school implemented the NWEA assessment per the contractual goal. However, the school did not review data as outlined in the contract and in terms of the agreed upon NWEA growth index points. Actual data provided by the school, however, documents that during FY15, FY16 and FY17, 83 students grades 7-10 has a pre and post assessment for NWEA in math. Of these students 42 (50.6% met projected growth). Typically, this would meet the standard for ACNW contractual measures.

Summary Analysis:

Overall, the school demonstrated mixed performance in the areas of math growth. Based on results from state accountability tests, the school demonstrated poor, though greatly improved performance in this area. The average growth z-score from FY15 to FY16 is -0.87, and this increased to 0.16 in FY17 for an aggregate of -0.49. The percentage of students with a positive growth z-score (i.e., meeting growth targets) was approximately 21% in FY15-FY16, though 64.3% in FY17 – a significant improvement. Nonetheless, the school did not meet the target on this indicator. However, NWEA data shows that over 50% of students grades 7-10 met expected growth projections, which would typically meet the standard for ACNW contractual measures.

Indicator 5: Reading Proficiency

12 Points

School Goal: <i>Over the period of the contract, students at VCS will demonstrate proficiency in reading as measured by state accountability tests.</i>			
Performance Ratings	Measure 5.1 [CCR] – 3 Points: From FY15 to FY17, the school’s aggregate proficiency index score will increase by at least 10.0 points from the baseline proficiency index score (baseline score – 26.9) OR be equal to or greater than that of the state for the same grades (7-8, 10).	Result: 55.8 (aggregate) - 26.9 (baseline) = 28.9	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 20.0 points above the baseline score.	X	4.5 Points
Meets Target (x1.0)	The aggregate proficiency index score is at least 10.0 points above the baseline score.		
Approaches Target (x0.5)	The aggregate proficiency index score is at least 5.0 points above the baseline score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.2 [CCR] – 1 Point: From FY15 to FY17, the school’s aggregate proficiency index score will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same grades (7-8, 10).	Result: 55.8 (school) - 61.9 (district) = -6.1	
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.	X	0.5 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.3 [AGC] – 3 Points: From FY15 to FY17, the school’s aggregate proficiency index score for the FRP subgroup will increase by at least 10.0 points from the baseline proficiency index score (baseline score – 23.8) OR be equal to or greater than that of the state for the same subgroup and the same grades (7-8, 10).	Result: 51.0 (aggregate) - 23.8 (baseline) = 27.2	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 20.0 points above the baseline score.	X	4.5 Points
Meets Target (x1.0)	The aggregate proficiency index score is at least 10.0 points above the baseline score.		
Approaches Target (x0.5)	The aggregate proficiency index score is at least 5.0 points above the baseline score.		
Does Not Meet Target	The school did not meet the criteria for any of the ratings above.		

(x0.0)			
Performance Ratings	Measure 5.4 [AGC] – 1 Point: From FY15 to FY17, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (7-8, 10).	Result: 51.0 (school) - 54.7 (district) = -3.7	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.	X	0.5 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.5 [AGC] – 1 Point: From FY15 to FY17, the school’s aggregate proficiency index score for the American Indian/Alaskan Native subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (7-8, 10).	Result: 50.0 (school) - 48.9 (state) = 1.1	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.	X	1 Point
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.6 [AGC] – 1 Point: From FY15 to FY17, the school’s aggregate proficiency index score for the American Indian/Alaskan Native subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (7-8, 10).	Result: 50.0 (school) - 45.6 (district) = 4.4	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.	X	1 Point
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		



Performance Ratings	Measure 5.7 [AGC] – 1 Point: From FY15 to FY17, the school’s aggregate proficiency index score for the Special Education subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (7-8, 10).	Result: 7.9 (school) - 32.7 (state) = 24.8	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.	X	1 Point
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.8 [AGC] – 1 Point: From FY15 to FY17, the school’s aggregate proficiency index score for the Special Education subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (7-8, 10).	Result: 38.1 (school) - 26.2 (district) = 11.9	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.	X	1.5 Points
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 5: Reading Proficiency Summary Performance			14.5 / 12 Points (120.8%)

Summary Analysis:

The school’s performance in the area of Reading Proficiency was quite strong during the contract term. The school’s proficiency index on statewide assessments increased significantly and continually over the term of the contract, from 26.9 in FY14 to 68.8 in FY17. The proficiency index for the FRP subgroup at the school also increased dramatically and consistently, from 23.8 in FY14 to 64.3 in FY17. For the school’s Special Education and Native American populations, the aggregate proficiency index scores are above those of the state and local districts for the same groups. Overall, the school earned over 100% of possible points in this area.

Indicator 6: Math Proficiency

12 Points

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

Performance Ratings	Measure 6.1 [CCR] – 3 Points: From FY15 to FY17, the school’s aggregate proficiency index score will increase by at least 10.0 points from the baseline proficiency index score (baseline score – 20.5) OR be equal to or greater than that of the state for the same grades (7-8, 11).	Result: 27.6 (aggregate) - 20.5 (baseline) = 7.1	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 20.0 points above the baseline score.		
Meets Target (x1.0)	The aggregate proficiency index score is at least 10.0 points above the baseline score.		
Approaches Target (x0.5)	The aggregate proficiency index score is at least 5.0 points above the baseline score.	X	1.5 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.2 [CCR] – 1 Point: From FY15 to FY17, the school’s aggregate proficiency index score will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same grades (7-8, 11).	Result: 27.6 (school) - 56.0 (district) = -30.2	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 6.3 [AGC] – 3 Points: From FY15 to FY17, the school’s aggregate proficiency index score for the FRP subgroup will increase by at least 10.0 points from the baseline proficiency index score (baseline score – 19.4) OR be equal to or greater than that of the state for the same subgroup and the same grades (7-8, 11).	Result: 24.3 (aggregate) - 19.4 (baseline) = 4.9	
Exceeds Target (x1.5)	The aggregate proficiency index score is at least 20.0 points above the baseline score.		
Meets Target (x1.0)	The aggregate proficiency index score is at least 10.0 points above the baseline score.		
Approaches Target (x0.5)	The aggregate proficiency index score is at least 5.0 points above the baseline score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points

Performance Ratings	Measure 6.4 [AGC] – 1 Point: From FY15 to FY17, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (7-8, 11).	Result: 24.3 (school) - 42.8 (district) = -18.5	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is 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.	X	0 Points
Performance Ratings	Measure 6.5 [AGC] – 1 Point: From FY15 to FY17, the school’s aggregate proficiency index score for the American Indian/Alaskan Native subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (7-8, 11).	Result: CTSTR	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.6 [AGC] – 1 Point: From FY15 to FY17, the school’s aggregate proficiency index score for the American Indian/Alaskan Native subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (7-8, 11).	Result: CTSTR	
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 6.7 [AGC] – 1 Point: From FY15 to FY17, the school’s aggregate proficiency index score for the Special Education subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (7-8, 11).	Result: 7.9 (school) - 32.7 (state) = -24.8	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 6.8 [AGC] – 1 Point: From FY15 to FY17, the school’s aggregate proficiency index score for the Special Education subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (7-8, 11).	Result: 7.9 (school) - 16.4 (district) = -8.5	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is 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.	X	.5 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 6: Math Proficiency Summary Performance			2 / 10 Points (20.0%)

Summary Analysis:

The school’s performance in the area of Math Proficiency improved slightly over the course of the current contract; however, performance did not meet the goal. The school’s proficiency index improved from the baseline of 20.5 to 27.6 in aggregate from FY15-FY17. While this improvement is meaningful, it is below the target, the state and the local district.. Besides the American Indian student group, in which counts are too small to report, the school’s performance has been well below that of the state and local school district across all student groups.

Indicator 7: Science Proficiency

9 Points

School Goal: <i>Over the period of the contract, students at VCS will demonstrate proficiency in science as measured by state accountability tests.</i>			
Performance Ratings	Measure 7.1 [CCR] – 1.5 Points: From FY15 to FY17, the school’s aggregate proficiency index score will be equal to or greater than that of the state for the same grades (8, High School).	Result: 41.0 (school) - 65.4 (state) = -24.4	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the state’s.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 7.2 [CCR] – 1.5 Points: From FY15 to FY17, the school’s aggregate proficiency index score will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same grades (8, High School).	Result: 41.0 (school) - 51.8 (district) = -10.8	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 7.3 [AGC] – 1.5 Points: From FY15 to FY17, 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 (8, High School).	Result: 27.6 (school) - 46.0 (state) = -18.4	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points

Performance Ratings	Measure 7.4 [AGC] – 1.5 Points: From FY15 to FY17, the school’s aggregate proficiency index score for the FRP subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (8, High School).	Result: 27.6 (school) - 45.2 (district) = -17.6	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is 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’s aggregate proficiency index score is at least 10.0 points above the district’s score.	X	0 Points
Performance Ratings	Measure 7.5 [AGC] – 1.5 Points: From FY15 to FY17, the school’s aggregate proficiency index score for the American Indian/Alaskan Native subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (8, High School).	Result: CTSTR	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.6 [AGC] – 1.5 Points: From FY15 to FY17, the school’s aggregate proficiency index score for the American Indian/Alaskan Native subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (8, High School).	Result: CTSTR	
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 7.7 [AGC] – 1.5 Points: From FY15 to FY17, the school’s aggregate proficiency index score for the Special Education subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (8, High School).	Result: 12.5 (school) - 37.3(state) = -24.8	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 7.8 [AGC] – 1.5 Points: From FY15 to FY17, the school’s aggregate proficiency index score for the Special Education subgroup will be equal to or greater than that of the St. Louis County School District (ISD 2142) for the same subgroup and the same grades (8, High School).	Result: 12.5 (school) - 21.0 (district) = -8.5	
Exceeds Target (x1.5)	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is 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.	X	.75 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 7: Science Proficiency Summary Performance			.75 / 9 Points (8.3%)

Summary Analysis:

The school’s overall proficiency index based on statewide assessments increased from 27.8 in FY15 to 59.1 in FY16. Besides the American Indian student group, in which counts are too small to report, the school’s aggregate proficiency index has been well below that of the state and local school district for all student groups.

Indicator 9: Post Secondary Readiness

6 Points

School Goal: <i>Over the period of the contract, students at VCS will demonstrate readiness for post secondary success.</i>			
Performance Ratings	Measure 9.1 [GRAD] – 3 Points: From FY15 to FY17, the school’s aggregate 6-year graduation rate will be at least 60.0%.	Result: 37.5%	
Exceeds Target (x1.5)	The school’s aggregate graduation rate is at least 80.0%.		
Meets Target (x1.0)	The school’s aggregate graduation rate is at least 60.0%.		
Approaches Target (x0.5)	The school’s aggregate graduation rate is at least 50.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Performance Ratings	Measure 9.2 [CCR] – 3 Points: From FY16 to FY17, the aggregate percentage of graduating students who earn a score of college or career ready on one of five assessments (ACT, Accuplacer, ASVAB, Keyworks, or Compass) will be at least 50%.	Result: CTSTR	
Exceeds Target (x1.5)	The aggregate percentage is at least 60%.		
Meets Target (x1.0)	The aggregate percentage is at least 50%.		
Approaches Target (x0.5)	The aggregate percentage is at least 40%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.3 [CCR] – 2 Points: From FY16 to FY17, the aggregate percentage of graduates that earn at least one college credit prior to graduation will be at least 20%.	Result: CTSTR	
Exceeds Target (x1.5)	The aggregate percentage is at least 40%.		
Meets Target (x1.0)	The aggregate percentage is at least 20%.		
Approaches Target (x0.5)	The aggregate percentage is at least 10%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 9.4 [CCR] – 2 Points: From FY16 to FY17, the aggregate percentage of graduates that are accepted into at least one college or the military prior to graduation will be at least 65.0%.	Result: CTSTR	
Exceeds Target (x1.5)	The aggregate percentage is at least 80.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 65.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 50.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.5 [CCR] – 3 Points: From FY16 to FY17, the school will earn at least 80.0% of possible credit index points.	Result: 75.4%	
Exceeds Target (x1.5)	The school earns at least 90.0% of possible credit index points.		
Meets Target (x1.0)	The school earns at least 80.0% of possible credit index points.		
Approaches Target (x0.5)	The school earns at least 70.0% of possible credit index points.	X	1.5 Points
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.6 [GRAD] – 3 Points: From FY16 to FY17, the aggregate percentage of students that graduate on or before their identified Graduation Year will be at least 70.0%.	Result: CTSTR	
Exceeds Target (x1.5)	The aggregate percentage is at least 80.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 70.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 60.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Indicator 9: Post Secondary Readiness Summary Performance			1.5 / 6 Points (25.0%)

Summary Analysis:

Overall, data is limited to be able to effectively evaluate the school’s performance in the area of Post Secondary Readiness. Data is available only on 3 of 6 measures. The school’s aggregate six-year graduation rate is 37.5%, which is low. According to data provided by the school aligned to the credit index point matrix, overall, students are achieving approximately 75% of expected progress in terms of credit attainment. This ties directly to graduation rates, so it is expected that the graduation rate will increase in the coming years. Data was not available on other measures as the school has had too few graduates given its small size.

Additional Data:

The school provided ACNW with data related to student performance on the ASVAB (Armed Services Vocational Aptitude Battery) assessment in FY17. Data includes 20 students, not only graduating students. This data shows that 18 of 20 students – 90% - scored above the 40th percentile in Verbal, Math and Science and Technical Ability when compared to students at their same grade level. Only 2 of 20 – 10% - scored above the 40th percentile in these areas when compared to the 18-23 year old control group. This indicates that students are substantially on par with their peers, though they must increase skills to be on track to score sufficient for entering into the armed services.

The school provided ACNW with data related to student performance on the ACT assessment in FY17. Data is included for 12 students. Average Composite Score was approximately 16 which is approximately the 24th percentile. The highest score was 23 and the lowest score was 12. Three students (25%) achieved a “college-ready” score in English; 1 student (8.3%) in Reading; 0 students (0%) in Math; and 1 student (8.3%) in Science.

Indicator 11: Attendance

8 Points

School Goal: <i>Over the period of the contract, students at VCS will attend the school at high rates.</i>			
Performance Ratings	Measure 11.1 – 8 Points: From FY15 to FY17, the average of the school’s annual attendance rates will be at least 88.0%.	Result: 84.8%	
Exceeds Target (x1.5)	The average of the school’s annual attendance rates is at least 91.0%.		
Meets Target (x1.0)	The average of the school’s annual attendance rates is at least 88.0%.		
Approaches Target (x0.5)	The average of the school’s annual attendance rates is at least 85.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0 Points
Indicator 11: Attendance Summary Performance			0 / 8 Points (0.0%)

Summary Analysis:

The school’s attendance rate decreased slightly from 85.1% in FY15 to 84.5% in FY16.

Vermilion Country School FY16 Academic Performance Evaluation Appendix B: Academic Performance Data Profile

Indicator 1: Mission Related

**Measure 1.1 Performance Data:
 Life-Long Learning and Community Service Projects**

Vermilion Country School	Number of Students	Number of Students who satisfactorily completed at least 2 projects	Percent of Students who satisfactorily completed at least 2 projects
FY16	41	41	100.0%
FY17	40	40	100.0%
FY18			
Aggregate	81	81	100.0%

Source: Requested data provided to ACNW by school

Indicator 3: Reading Growth

Measure 3.1 Performance Data:

Vermilion Country School	Mean Growth Z-Score	Number of Students
FY15	-0.037	24
FY16	-0.344	12
FY17	0.250	13
Aggregate Z-Score = -0.036		

Source: [MDE Data Reports and Analytics – Multiple Measurement District Downloads](#)

Measure 3.2 Performance Data:

Vermilion Country School	Number of Students with Positive Z-Score	Number of Students with Negative Z-Score	Total Number of Students with Z-Scores	Percentage of Students with Positive Z-Score
FY15	15	9	24	62.5%
FY16	5	7	12	41.7%
FY17	9	4	13	69.2%
Aggregate	29	20	49	59.2%

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

Indicator 4: Math Growth

Measure 4.1 Performance Data:

Vermilion Country School	Mean Growth Z-Score	Number of Students
FY15 & FY16	-0.868	24
FY17	0.162	14
Aggregate Z-Score = -0.489		

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

Measure 4.2 Performance Data:

Vermilion Country School	Number of Students with Positive Z-Score	Number of Students with Negative Z-Score	Total Number of Students with Z-Scores	Percentage of Students with Positive Z-Score
FY15 & FY16	5	19	24	20.8%
FY17	9	5	14	64.3%
Aggregate	14	24	38	36.8%

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

Indicator 5: Reading Proficiency

Measures 5.1-5.2 Performance Data:

Reading: All State Accountability Tests – All Students (Enrolled October 1; Grades 7-8, 10)

Vermilion Country School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
Baseline (FY14)	0	4	6	16	26.9
FY15	0	9	8	10	48.1
FY16	0	7	5	5	55.9
FY17	3	6	4	3	68.8
Aggregate (FY15-17)	3	22	17	18	55.8

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	36,067	66,808	35,626	40,030	67.6
FY16	36,411	69,121	35,982	37,409	69.0
FY17	38,089	71,563	35,758	37,075	69.9
Aggregate	110,567	207,492	107,366	114,514	68.9

St. Louis County School District (ISD 2142)	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	51	154	101	122	59.7
FY16	56	138	93	108	60.9
FY17	59	189	108	111	64.7
Aggregate	166	481	302	341	61.9

Source: [Minnesota Report Card](#)

Measure 5.3-5.4 Performance Data:

Reading: All State Accountability Tests – FRP (Enrolled October 1; Grades 7-8, 10)

Vermilion Country School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
Baseline (FY14)	0	3	4	14	23.8
FY15	0	6	6	9	42.9
FY16	0	5	3	5	50.0
FY17	3	4	4	3	64.3
Aggregate (FY15-17)	3	15	13	17	51.0

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	5,609	18,261	14,643	24,985	49.1
FY16	5,821	19,102	14,742	23,078	51.5
FY17	5,996	19,624	15,043	23,175	51.9
Aggregate	17,426	56,987	44,428	71,238	50.8

St. Louis County School District (ISD 2142)	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	13	63	47	71	51.3
FY16	24	64	53	57	57.8
FY17	20	81	64	78	54.7
Aggregate	57	208	164	206	54.7

Source: [Minnesota Report Card](#)

Measures 5.5-5.6 Performance Data:

Reading: All State Accountability Tests – American Indian (Enrolled October 1; Grades 7-8, 10)

Vermilion Country School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15 - F17	1	4	3	5	50.0
Aggregate	1	4	3	5	50.0

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	305	987	853	1,462	47.6
FY16	317	1,120	865	1,376	50.8
FY17	218	710	644	1,033	48.0
Aggregate	840	2,817	2,362	3,871	48.9

St. Louis County School District (ISD 2142)	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	1	14	16	23	42.6
FY16	4	19	16	16	56.4
FY17	1	11	14	25	37.3
Aggregate	6	44	46	64	45.6

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

Measures 5.7-5.8 Performance Data:

Reading: All State Accountability Tests – Special Education (Enrolled October 1; Grades 7-8, 10)

Vermilion Country School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15 - FY17	0	5	6	10	38.1
Aggregate	0	5	6	10	38.1

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	1,908	3,970	4,276	13,676	33.6
FY16	2,044	4,294	4,430	12,910	36.1
FY17	2,020	4,361	4,667	12,994	36.2
Aggregate	5,972	12,625	13,373	39,580	35.3

St. Louis County School District (ISD 2142)	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	4	5	15	43	24.6
FY16	6	7	11	43	27.6
FY17	5	10	18	58	26.4
Aggregate	15	22	44	144	26.2

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

Indicator 6: Math Proficiency

Measures 6.1-6.2 Performance Data:

Math: All State Accountability Tests – All Students (Enrolled October 1; Grades 7-8, 11)

Vermilion Country School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
Baseline (FY14)	0	0	9	13	20.5
FY15	0	2	4	13	21.1
FY16	0	1	3	8	20.8
FY17	0	4	6	8	38.9
Aggregate (FY15-17)	0	7	13	29	27.6

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	40,461	57,422	41,510	36,469	67.5
FY16	40,680	56,426	40,694	36,457	67.4
FY17	41,911	56,747	40,820	38,249	67.0
Aggregate	123,052	170,595	123,024	111,175	67.3

St. Louis County School District (ISD 2142)	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	29	133	150	137	52.8
FY16	16	112	143	132	49.5
FY17	59	189	108	111	64.7
Aggregate	104	434	401	380	56.0

Source: [Minnesota Report Card](#)

Measure 6.3-6.4 Performance Data:

Math: All State Accountability Tests – FRP (Enrolled October 1; Grades 7-8, 11)

Vermilion Country School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
Baseline (FY14)	0	0	7	11	19.4
FY15 & FY16	0	3	4	17	20.8
FY17	0	2	4	7	30.8
Aggregate (FY15-17)	0	5	8	24	24.3

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	5,919	15,411	17,447	22,596	49.0
FY16	5,913	14,863	16,816	22,445	48.6
FY17	6,057	14,754	16,779	23,458	47.8
Aggregate	17,889	45,028	51,042	68,499	48.5

St. Louis County School District (ISD 2142)	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	9	43	66	84	42.1
FY16	6	38	60	77	40.9
FY17	8	53	76	83	45.0
Aggregate	23	134	202	244	42.8

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

Measures 6.5-6.6 Performance Data:

Math: All State Accountability Tests – American Indian (Enrolled October 1; Grades 7-8, 11)

Vermilion Country School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15, FY16 & FY17	CTSTR	CTSTR	CTSTR	CTSTR	CTSTR
Aggregate	CTSTR	CTSTR	CTSTR	CTSTR	CTSTR

Measures 6.7-6.8 Performance Data:

Math: All State Accountability Tests – Special Education (Enrolled October 1; Grades 7-8, 11)

Vermilion Country School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15 - FY17	0	0	3	16	7.9
Aggregate	0	0	3	16	7.9

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
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FY15	1,637	3,289	5,118	13,018	32.5
FY16	1,590	3,441	4,998	12,709	33.1
FY17	1,739	3,245	5,063	13,054	32.5
Aggregate	4,966	9,975	15,179	38,781	32.7

St. Louis County School District (ISD 2142)	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	3	4	11	44	20.2
FY16	1	2	13	54	13.6
FY17	0	6	17	67	16.1
Aggregate	4	12	41	165	16.4

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



Indicator 7: Science Proficiency

Measures 7.1-7.2 Performance Data:

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

Vermilion Country School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	1	2	4	11	27.8
FY16	0	5	3	3	59.1
FY17	0	2	5	3	45.0
Aggregate	1	7	7	14	41.0

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	16,064	43,574	30,859	25,375	64.8
FY16	16,532	43,996	30,128	23,937	66.0
FY17	18,762	42,510	30,667	25,251	65.4
Aggregate	51,358	130,080	91,654	74,563	65.4

St. Louis County School District (ISD 2142)	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	10	62	72	80	48.2
FY16	16	86	87	79	54.3
FY17	18	74	94	80	52.3
Aggregate	44	222	253	239	51.8

Source: [Minnesota Report Card](#)

Measure 7.3-7.4 Performance Data:

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

Vermilion Country School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15 - FY17	0	5	6	18	27.6
Aggregate	0	5	6	18	27.6

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	2,192	9,800	11,628	15,748	45.2
FY16	2,309	10,127	11,467	14,680	47.1
FY17	2,674	9,669	8,362	15,563	45.6
Aggregate	7,175	29,596	31,457	45,991	46.0

St. Louis County School District (ISD 2142)	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	2	26	31	45	41.8
FY16	5	39	37	45	49.6
FY17	7	29	47	53	43.8
Aggregate	14	94	115	143	45.2

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

Measures 7.5-7.6 Performance Data:

Science: All State Accountability Tests – American Indian (Enrolled October 1; Grades 8 & HS)

Vermilion Country School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15, FY16 & FY17	CTSTR	CTSTR	CTSTR	CTSTR	CTSTR
Aggregate	CTSTR	CTSTR	CTSTR	CTSTR	CTSTR

Measures 7.7-7.8 Performance Data:

Science: All State Accountability Tests – Special Education (Enrolled October 1; Grades 8 & HS)

Vermilion Country School	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15 - FY17	0	1	2	13	12.5
Aggregate	0	1	2	13	12.5

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	1,190	2,523	3,226	7,842	36.0
FY16	1,267	2,564	3,337	7,377	37.8
FY17	1,253	2,691	3,401	7,514	38.0
Aggregate	3,710	7,778	9,964	22,733	37.3

St. Louis County School District (ISD 2142)	Exceeds	Meets	Partially Meets	Does Not Meet	Proficiency Index
FY15	1	3	9	23	23.6
FY16	0	3	9	28	18.8
FY17	2	3	10	33	20.8
Aggregate	3	9	28	84	21.0

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

Indicator 9: Post Secondary Readiness

**Measure 9.1 Performance Data:
 6-Year Graduation Rate**

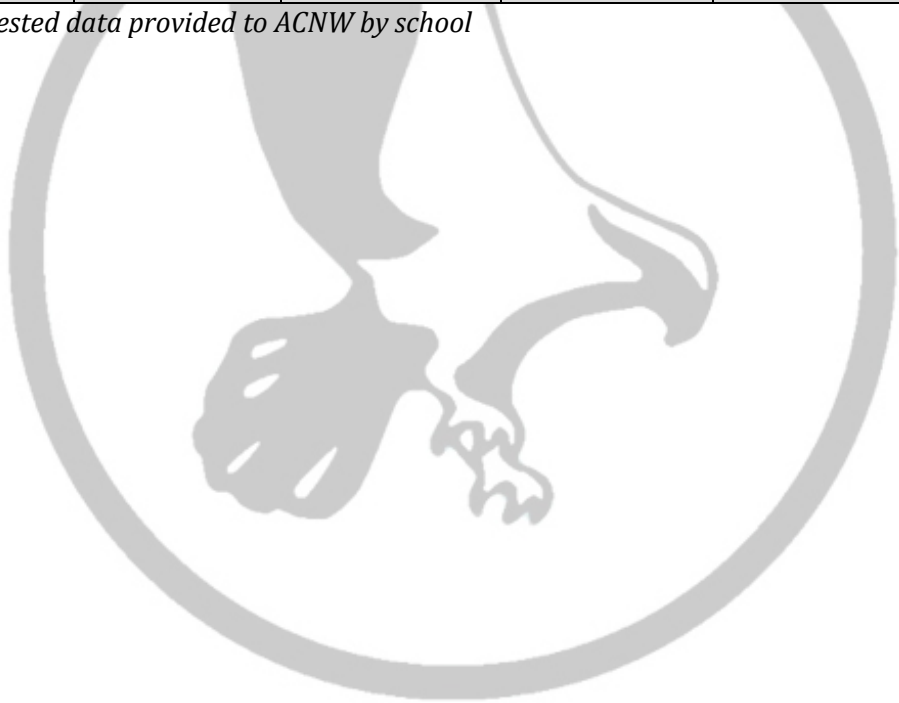
Vermilion Country School	Graduated	Continuing	Dropped Out	Unknown	Graduation Rate
FY15 & FY16	6	0	8	2	37.5%
FY17					
Aggregate	6	0	8	2	37.5%

Source: Requested data provided to ACNW by school

**Measure 9.2 Performance Data:
 College/Career Readiness Exams – ACT, ACCUPLACER, ASVAB, Keyworks, Compass**

Vermilion Country School	Number of Graduating Students	Number of Graduating Students with College/Career Ready Score	Number of Graduating Students needing no more than one semester remediation	Percent of Graduating Students Demonstrating Readiness
FY16 – FY17	CTSTR	CTSTR	CTSTR	CTSTR
Aggregate	CTSTR	CTSTR	CTSTR	CTSTR

Source: Requested data provided to ACNW by school



Measure 9.3 Performance Data:

Vermilion Country School	Number of Graduating Students	Number of Graduating Students Earning College Credit	Percent of Graduating Students Earning College Credit
FY16 – FY17	CTSTR	CTSTR	CTSTR
Aggregate	CTSTR	CTSTR	CTSTR

Source: Requested data provided to ACNW by school

Measure 9.4 Performance Data:

Vermilion Country School	Number of Graduating Students	Number of Graduating Students Accepted into Post-Secondary or Military	Percent of Graduating Students Accepted into Post-Secondary or Military
FY16 – FY17	CTSTR	CTSTR	CTSTR
Aggregate	CTSTR	CTSTR	CTSTR

Source: Requested data provided to ACNW by school

Measure 9.5 Performance Data:

Credits needed to graduate, established upon enrollment		Below 60% of Target	60-79.9% of Target	80-99.9% of Target	100%-120% of Target	Over 120% of Target	Points
Students 2 or more years behind in credits	FY16	0 students x 0	0 x 0	0 x 0.5	0 x 1	0 x 1.25	0.0
	FY17	1	0	0	0	0	0.0
Students 1-2 years behind in credits	FY16	2 x 0	1 x 0	1 x 0.5	0 x 1	0 x 1.25	0.5
	FY17	1	2	0	1	0	1.0
Students with appropriate credits for grade level	FY16	2 x 0	2 x 0	5 x 0.5	13 x 1	6 x 1.25	23
	FY17	1	3	1	19	4	24.5
Total Points Earned							49
Total Points Possible							65
Percent of Points Achieved							75.4%

Source: Requested data provided by school to ACNW

Measure 9.6 Performance Data:

Vermilion Country School	Number of Students Graduating on or Before Identified Graduation Year	Number of Students Not Graduating on or Before Identified Graduation Year	Percent of Students Graduating on or Before Identified Graduation Year
FY16 – FY17	CTSTR	CTSTR	CTSTR
Aggregate	CTSTR	CTSTR	CTSTR

Source: School's Annual Report/WBWF Report

Indicator 10: Federal and State Accountability

Current Designation:

Not Eligible

Historical Performance:

2015 Multiple Measurement Rating (MMR) and Focus Rating (FR):

MMR	FR	Designation	Comparison Group
25.51%	22.27%	Continuous Improvement	High School

MMR by Domain

Proficiency	Growth	Achievement Gap Reduction	Graduation
0.00 / 25.00	8.00 / 25.00	11.14 / 25.00	N/A
0.00%	32.00%	44.56%	N/A

FR by Domain

Achievement Gap Reduction	Focused Proficiency
11.14 / 25.00	0.00 / 25.00
44.56%	0.00%

Source: [Minnesota Report Card](#)

Indicator 11: Attendance

Measure 11.1 Performance Data:

Vermilion Country School	Attendance Rate
FY15	85.1%
FY16	84.5%
FY17	
Average	84.8%

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



Vermilion Country School Environmental Education Evaluation

February 6, 2018

Overview

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

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

The Audubon Center of the North Woods defines environmental education as the implementation of values and strategies that foster learning and create environmentally literate citizens who engage in creating healthy outcomes for individuals, communities, and the Earth. Each school is required, as a condition of its contract, to provide opportunities to instill a connection and commitment to the environment through experiential learning. While environmental education is a pervasive educational strategy intended to permeate all curricular components, it is particularly useful in science learning and as a component of other curricula through hands-on, place-based learning activities.

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

Indicators

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

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

Ratings

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

Exceeds Standard

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

Meets Standard

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

Approaches Standard

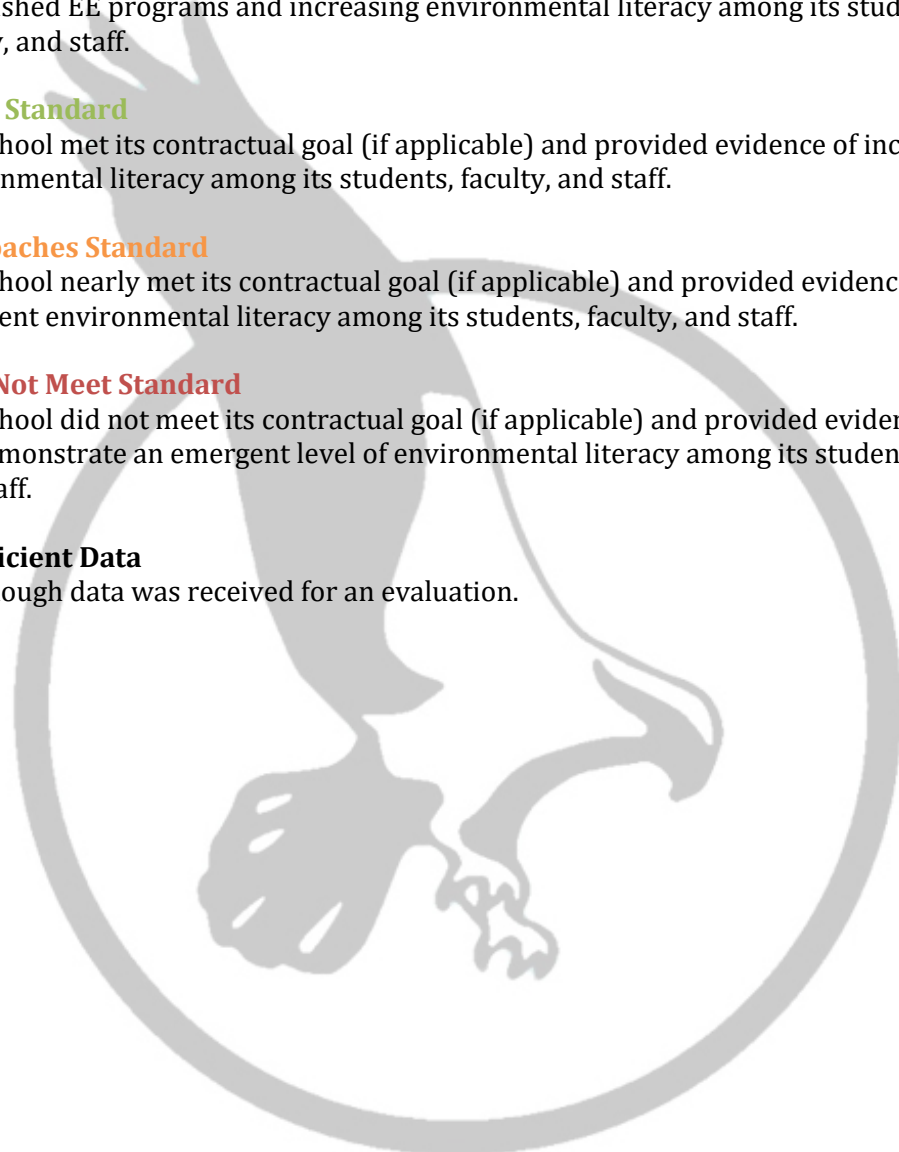
The school nearly met its contractual goal (if applicable) and provided evidence of emergent environmental literacy among its students, faculty, and staff.

Does Not Meet Standard

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

Insufficient Data

Not enough data was received for an evaluation.



Summary of VCS Environmental Education Performance

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



EE Performance Indicator 1: Curriculum and School Culture

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

Standard:

The school creates a positive, social, and academic environment to support students in the process of learning, asking questions, and problem solving. Environmental education is integrated into the core curricula or used as an integrating theme across the curriculum. There is evidence that the school employs EE as a strategy to teach about the environment (concepts related directly to the natural environment), with the environment (hands-on or interdisciplinary methods using real-life materials, objects, or situations), or in the environment (place-based and/or experiential learning opportunities outside the classroom). The school implements a systems approach to environmental education to make it relevant to all learners and their needs.

School Goal:

1. In SY 2016-2018, 75% of 7-10 grade students will show an improved knowledge of an environmental education topic of their choice through their grade level project. Students will be evaluated on this goal when the grade level project is assessed via a common rubric.
2. In SY 2016-2018 all students with an EE grade level project will demonstrate knowledge of research and evaluation of their EE topic by including scientifically qualified sources for information and evaluating the environmental impact through their grade level project. Students will be evaluated on this goal when the grade level project is assessed via a common rubric.

Rating:

Exceeds Standard

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

Meets Standard

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

Approaches Standard

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

Does Not Meet Standard

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

Insufficient Data

Data:

In its FY17 EE Survey, the school reported that, of the students who participated in EE projects, 100% received a C or better, which demonstrated, “reasonable understanding of environmental topics in their project.”

In its FY17 Annual Report, the school indicated:

2016-17 was a year in which the advisors started to plan out activities with more forethought as to the overall EE program. Each advisor selected activities that roughly followed along certain themes. Overall it was a much more planned out year for EE.

In its FY16 EE Survey, the school reported:

Environmental Education is implemented in much of our academic program at VCS. EE literacy readings were incorporated into classes this year. Experience Fridays often had an EE theme to give students the opportunity to choose a topic that might interest them. EE is integral to our Phy Ed program as students spend their time outdoors much of the year. We are located in the Superior National Forest and enjoy many outdoor trails. We focus on lifelong outdoor recreation in all seasons including hiking, cross country skiing, and snowshoeing. This year students were expected to complete a grade level project on an EE topic of their choosing.

At VCS we try to incorporate EE whenever appropriate. In a project based model, we strive for a cross curricular approach in all the activities we do. EE can be woven into social studies, language arts, and more. The only area we don't specifically incorporate EE into is math, since the school uses a standalone math program for instruction.

Analysis:

VCS's met its contractual goal and its performance in this indicator area meets standard. The school provided evidence that students are increasing their knowledge of EE-related topics through class work and projects. During site visits, ACNW observed evidence of environmental education; however, students' day-to-day experience varies widely based on the teachers' personal interest in and experience with EE. For example, a small group of students who don't receive special education or ADSIS courses participate in environmental education class. This is a great, in-depth science elective for those students, and the school must ensure all learners are increasing their environmental literacy through other opportunities if they don't participate in this class.

Teachers at VCS have a great deal of autonomy in implementing EE in their classrooms, and this may lead to varying quality and experiences for students across grade levels, especially with new teachers who are new to teaching, the building, or both. The school should continue to work to ensure that students have equitable opportunities to learn about EE topics and engage in EE activities, and scaffold environmental learning so that it is age appropriate and aligned with the school's contractual goals.

EE Performance Indicator 2: Exposure to Natural Environments

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

Standard:

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

School Goal:

1. In SY 2016-2018 75% of students in Grades 7-12 will demonstrate how to make, record and share observations in an environment education journal to increase understanding and awareness of the local environment by 20% from fall to spring as measured by increasing scores on a project rubric.

Rating:

Exceeds Standard

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

Meets Standard

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

Approaches Standard

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

Does Not Meet Standard

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

Insufficient Data

Data:

In its FY17 EE Survey, the school reported that, of the 32 students who participated in EE, 29 with a C or better "showed growth in knowledge of the environment." The school also indicated, "Students were able to experience a variety of outdoor opportunities including: The Soudan Mine, Ely Bear Center, Wolf Center, Cook Bogwalk, Giants Ridge Skiing, Hawk Ridge Duluth, Lake Tour Duluth, Fish Hatchery, and various local walks/trips through the year."

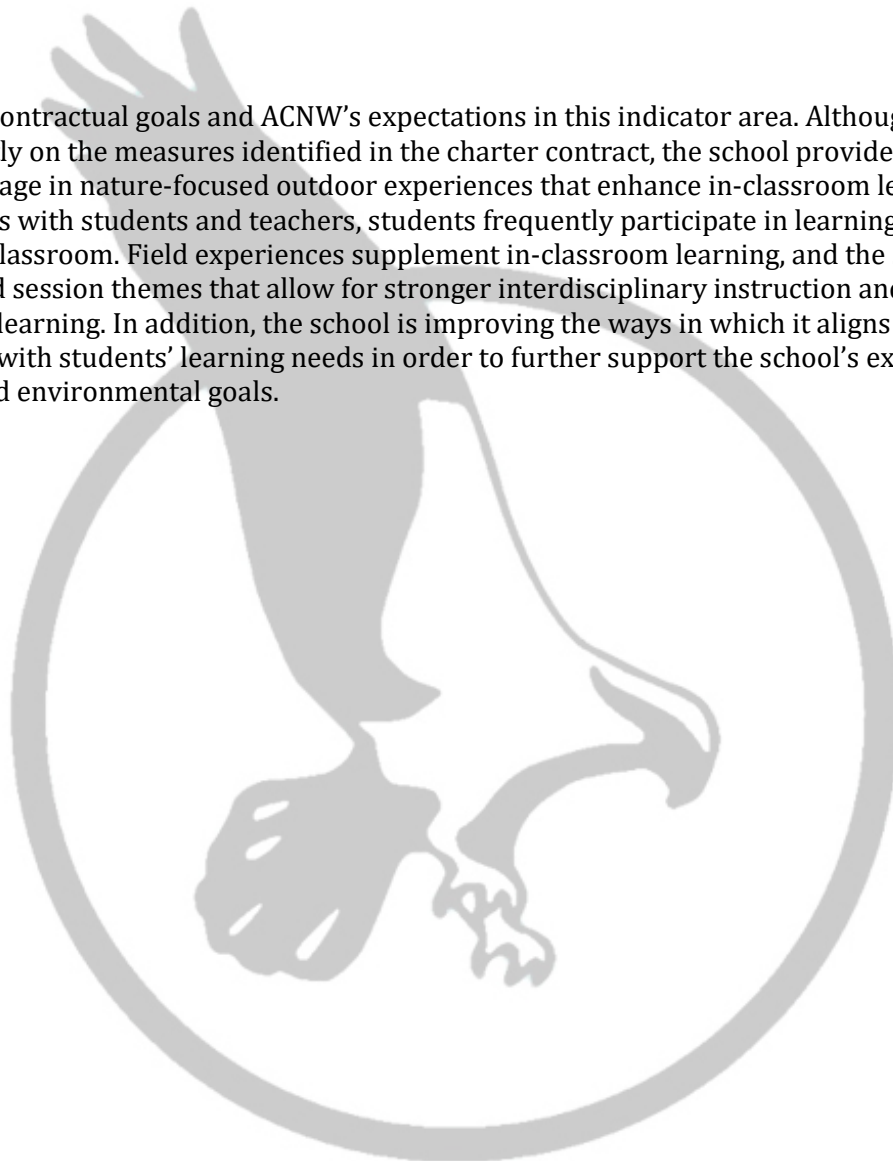
In its FY17 Annual Report, the school indicated, "Students frequently spend time hiking, snowshoeing, skiing and other activities in the natural area right outside our school."

In its FY16 EE Survey, the school provided a list of field trips and described ways field trips impacted students' environmental literacy:

Each of these trips were designed with the idea in mind of getting students out of a classroom setting in order to see things happening in real time. To give them some real world experiences to tie these ideas into and hopefully translate into better engagement and interest so they will take the EE experiences seriously. The goal is to gain in knowledge, attitudes, or stewardship so giving students a more concrete example is helpful, it's not just an abstract concept.

Analysis:

VCS met its contractual goals and ACNW's expectations in this indicator area. Although it did not report directly on the measures identified in the charter contract, the school provided evidence that students engage in nature-focused outdoor experiences that enhance in-classroom learning. Based on interviews with students and teachers, students frequently participate in learning experiences outside the classroom. Field experiences supplement in-classroom learning, and the school has implemented session themes that allow for stronger interdisciplinary instruction and better aligned experiential learning. In addition, the school is improving the ways in which it aligns field experiences with students' learning needs in order to further support the school's existing academic and environmental goals.



EE Performance Indicator 3: Promote Environmental Stewardship

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

Standard:

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

School Goal:

1. Using the 2015-2016 year as our baseline, each school year thereafter will increase with 15% more students gaining an understanding of the importance of volunteerism measured by choosing to participate in an environmental community service activity and by evidence on their end of year learning reflection as measured by a rubric. By year 2018, 85% of students will show participation in environmental community service activities.

Rating:

Exceeds Standard

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

Meets Standard

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

Approaches Standard

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

Does Not Meet Standard

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

Insufficient Data

Data:

In its FY17 EE Survey, the school reported that, of the 32 students who participated in EE, 28 with a C or better "can be considered as having participated to a reasonable extent." The school indicated that much of students' stewardship activity was clearing brush, marking plots, and cleaning gravestones in Tower's Potter's Field.

In its FY16 EE Survey, the school provided a list of stewardship activities and explained how the activities increase students' environmental literacy:

Many of our activities at VCS are related to recycling/renewables and living in a forest area. Since these topics are going to be of key concern to students in the future (switching to alternative energy sources, and better use of local resources) we focus much of our efforts on exposing students to issues that will impact them directly. We want our activities here at VCS to have meaningful impact and to be something that students can actually achieve at the local level as opposed to concentrating on more purely academic or worldwide issues that might not have a local component.

Analysis:

VCS's performance in this indicator area approaches standard. The school did not report on the specific measures identified in the charter contract for this indicator area, but provided some evidence that students engage in activities that promote environmental stewardship at school and in their community.



EE Performance Indicator 4: Mission or Community Related EE Goals

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

Standard:

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

School Goal:

1. Using the 2015-2016 year as our baseline, each school year thereafter will increase with 15% more students gaining an understanding of the importance of volunteerism measured by choosing to participate in an environmental community service activity and by evidence on their end of year learning reflection as measured by a rubric. By year 2018, 85% of students will show participation in environmental community service activities.

Rating:

Exceeds Standard

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

Meets Standard

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

Approaches Standard

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

Does Not Meet Standard

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

Insufficient Data

Analysis:

See additional data and analysis related to this goal in Indicator Area 3.

EE Performance Indicator 5: Financial and Operational Commitment

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

Standard:

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

School Goal:

1. In SY 2016-2018 the school's finance committee will oversee the purchases to meet the fiscal needs of the EE program by obtaining gently used and recycled materials in 25% of purchases and donated goods when obtaining school related resources.
2. In SY 2016-2018 the school will have a monthly EE agenda check in during the facilities committee meeting to fulfil the organizational/staffing needs of the EE program.

Rating:

Exceeds Standard

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

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

Meets Standard

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

Approaches Standard

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

Does Not Meet Standard

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

Insufficient Data

Data:

In its FY17 EE Survey, the school provided a list of items that were purchased second-hand or donated to the school. The school reported:

By seeking out used donations, recycling, and repurposing materials, we gained a value of 71% compared to the 25% estimate in the goal. Each month we totaled the value of any

items that met these criteria which are listed above. Materials even extended beyond EE and really became a cross-curricular thing which I think exceeds the original idea on this goal area. There was a monthly EE agenda as part of the Operations meeting.

The school reported similar activities in its FY16 and FY15 EE Surveys.

Analysis:

VCS met its contractual goals and ACNW's expectations in this indicator area. The school allocates resources (both human and financial) to support EE learning, and makes use of resources available to further develop its EE efforts. Purchasing choices and operational decision-making reflect a commitment to EE, and the school seeks out grant monies and services in support of EE-focused activities. The school has a waste reduction and recycling program in place.

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

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

EE Performance Indicator 6: Science Proficiency

Are all students achieving proficiency in science?

Standard:

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

Evidence:

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

School Goal:

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

Rating:

Exceeds Standard

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

Meets Standard

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

Approaches Standard

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

Does Not Meet Standard

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

Insufficient Data

Analysis:

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

EE Performance Indicator 7: Environmental Literacy

Have students increased their knowledge about the environment and capacity to foster environmental sustainability?

Standard:

Students demonstrate the knowledge, skills, attitudes, motivation, and commitment to work individually and collectively toward sustaining a healthy natural and social environment. Students have the capacity, or are increasing their capacity, to perceive and interpret the health of environmental and social systems and take appropriate action to maintain, restore, or improve the health of those systems.

School Goal:

1. In SY 2016-2018, 75% of 7-10 grade students will show an improved knowledge of an environmental education topic of their choice through their grade level project. Students will be evaluated on this goal when the grade level project is assessed via a common rubric.
2. In SY 2016-2018 all students with an EE grade level project will demonstrate knowledge of research and evaluation of their EE topic by including scientifically qualified sources for information and evaluating the environmental impact through their grade level project. Students will be evaluated on this goal when the grade level project is assessed via a common rubric.

Rating:

Exceeds Standard

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

Meets Standard

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

Approaches Standard

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

Does Not Meet Standard

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

Insufficient Data

Data:

In its FY17 Annual Report, the school indicated:

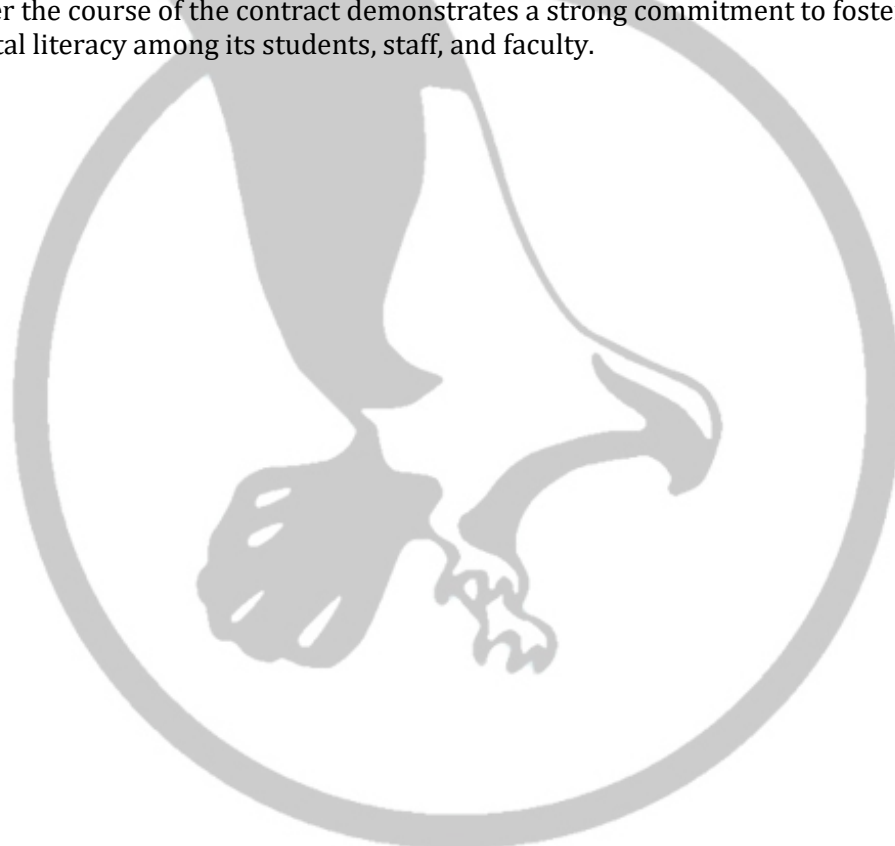
Evidence of our student's environmental literacy includes: students who immediately set up recycling at our school at the beginning of the 2014-2015 school year and students who actively ask for experiences in outdoor recreation. We also saw students inspired to create projects centered on our local environmental issues. In 2015-16 we included an EE reading

unit into advisory/literacy and experience Fridays were expanded to include a variety of EE area topics, many of which included substantial information on environmental dilemmas. For 2016-17, environmental literacy was worked into the EE class and student projects.

See additional data and analysis related to this goal in Indicator Area 1.

Analysis:

VCS's performance in this indicator area meets standard because the school met its contractual goal. However, as VCS increases its capacity to fulfill its contractual EE goals in future contracts, the school must determine how it will measure success (in terms of student learning – not just activities) and develop systems to track and record data. The school must thoroughly document both quantitative and qualitative data required to demonstrate progress toward the contractual goals, especially as it relates to increasing students' environmental literacy. Going forward, the school must provide evidence of increasing knowledge, skills, attitudes, motivation, and commitment among students to work individually and collectively toward sustaining a healthy natural and social environment. Although the school did not meet standard in all indicator areas, its progress over the course of the contract demonstrates a strong commitment to fostering environmental literacy among its students, staff, and faculty.



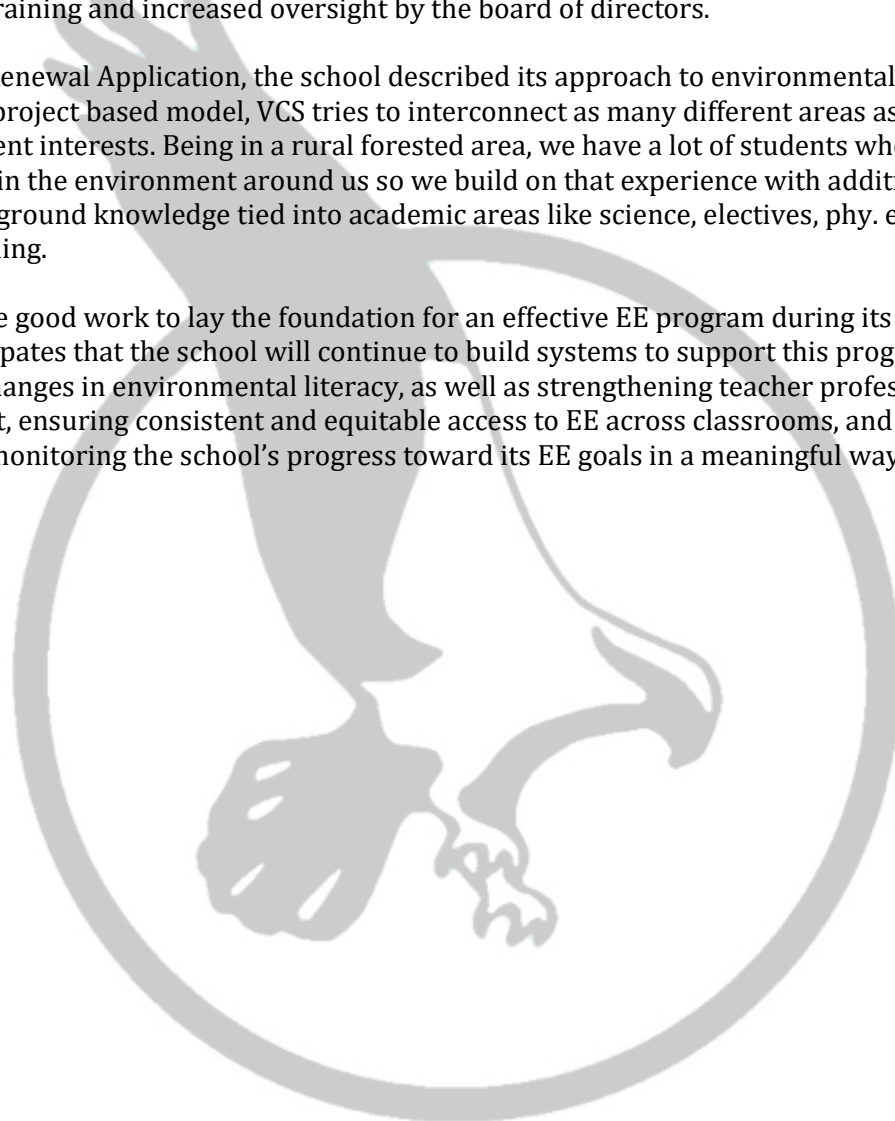
Summary, Recommendations, and Required Actions

VCS's environmental education program is still emerging. There are aspects (such as field studies and other experiential learning) that are approaching well-developed and other areas that are minimally developed (such as data collection and reporting). The school should build on its progress over the course of its first contract to define its EE program going forward and implement a set of values and strategies, aligned with the school's mission and vision, that will increase students' environmental literacy throughout the school. The school has demonstrated a financial, operational, and curricular commitment to EE and has an opportunity to improve consistency with EE teacher training and increased oversight by the board of directors.

In its FY18 Renewal Application, the school described its approach to environmental education:

In a project based model, VCS tries to interconnect as many different areas as possible with student interests. Being in a rural forested area, we have a lot of students who already take part in the environment around us so we build on that experience with additional background knowledge tied into academic areas like science, electives, phy. ed., and lifelong learning.

VCS has done good work to lay the foundation for an effective EE program during its first term. ACNW anticipates that the school will continue to build systems to support this progress and document changes in environmental literacy, as well as strengthening teacher professional development, ensuring consistent and equitable access to EE across classrooms, and engaging the board with monitoring the school's progress toward its EE goals in a meaningful way.



Vermilion Country School

Financial Performance Evaluation

Contract Term: July 1, 2012 – June 30, 2018

Overview

The Financial Performance Evaluations is conducted to determine whether the school is compliant with legal requirements, the charter contract, and generally accepted principles of financial oversight and management, as well as to assess the financial health and viability of the school. In completing the evaluation, ACNW has reviewed the school's financial audit, board meeting minutes, monthly financials, school policies, state reports, and other relevant documents. In addition, the evaluation may incorporate information learned through site visits, attendance at board meetings, and interviews or discussions with key individuals at the school including the director, board chair, treasurer, and financial service provider. No one measure identifies the full picture of a school's financial situation. The measures are to be used together to indicate the total financial picture of the school.

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

Summary Discussion

Vermilion Country School's financial position improved greatly during the course of the current contract. Over the past school fiscal years, school met the standard in four of the six financial health (near and long-term) indicators and met the standard in three of four areas of financial management.

The school has grown its fund balance to over \$130,000 or nearly 20% of general fund expenditures. While this nearly meets the standard, the overall amount is still minimal. Nonetheless, this greatly increases the school's ability to weather future reductions in revenues or increases in expenses. Related to this, the school's cash position is improved. At FY17 year-end the school had minimal outstanding debt, retirement of which will support improved short term financial health. The school has been able to minimize the need for borrowing over the past two years.

The school's audit included repeat findings related to internal controls. The school has made some progress in this area, though the finding persists. ACNW expects that the school will work to ameliorate these conditions as soon as possible. Many other small schools authorized by ACNW have addressed findings of this nature.

Being such a small school, VCS must continue to carefully balance the need for financial sustainability and growing its fund balance with investment in the educational program to maximize student outcomes.

Summary of Financial Performance

Financial Statements - Three-year Summary			
	2015	2016	2017
Balance Sheet			
Cash	\$31,331	\$110,190	\$103,034
Current Assets	\$144,374	\$153,573	\$164,277
Non-Current Assets	\$189,883	\$173,972	\$144,909
Total Assets	\$334,257	\$327,545	\$309,186
Current Liabilities	\$100,684	\$50,735	\$30,128
Non-Current Liabilities	\$77,313	\$47,323	\$16,265
Total Liabilities	\$177,997	\$98,058	\$46,393
Net Assets	\$156,260	\$229,487	\$262,793
Income Statement (All Funds)			
Total Revenue	\$1,088,678	\$932,025	\$770,807
Total Expenditures	\$1,077,318	\$872,877	\$739,494
Debt Proceeds	\$0	\$0	\$0
Capital Leases Issued	\$30,000	\$0	\$0
Surplus (Deficit)	\$41,360	\$59,148	\$31,313
Total Fund Balance	\$43,691	\$102,839	\$134,152
Enrollment Information			
Budgeted Enrollment (Pupil Units)	74.40	66.00	55.20
Actual Enrollment (Pupil Units)	66.03	55.16	47.99
Actual Enrollment (ADM)	55.03	45.97	39.99
Maximum Total Enrollment (number of students) <i>Per section 6.5(a) of the charter contract</i>	N/A	90	90

Financial Performance Evaluation - Summary			
Management Indicators	2015	2016	2017
Budgeting	Meets	Meets	Meets
Financial Policies and Practices	Meets	Meets	Meets
Financial Reporting	Meets	Meets	Meets
Financial Audit	Does Not Meet	Does Not Meet	Does Not Meet
Near-Term Indicators			
Current Ratio	1.43	3.03	5.45
Days Cash on Hand	12	39	57
Enrollment Variance	88.8%	83.6%	86.9%
Sustainability Indicators			
Fund Balance Percentage	4.1%	12.7%	19.9%
Total Margin/Aggregated Three-Year Total Margin	3.8%/1.3%	6.3%/3.0%	4.1%/4.7%
Debt to Asset Ratio	0.53	0.30	.15

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 consistently approved budgets prior to the start of each fiscal year. The board also consistently makes budget revisions as necessary throughout the course of the school year. Variances have been reasonable. The school board continues to receive and review very high level monthly financial reports that provide only total revenues and expenditures and no line item reports on the income/expense report. Such a general report makes it difficult for the board to effectively monitor its financial situation and determine whether management is investing in priorities determined by the board. Given that the school is often not meeting enrollment targets and that there tends to be a culture of scarcity in terms of financial resources, it is important that the board consider how it is ensuring appropriate investment in the educational program, including staffing, materials, and other needs. The board also has a finance committee that meets periodically, primarily to discuss budget development or revisions.

ACNW continues to strongly recommend that the board review monthly income/expense reports that include more detailed information.

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 improvements have been evident, though internal controls remain an ongoing area for improvement as evidenced by the financial audit. Review of check registers raises no immediate concerns about the appropriate use of public funds, though payment descriptions on the check register would facilitate improved oversight in this area. The audit findings related to internal controls underscore the need for improvements in that area. These are issues that are addressed in measure 1.4 and therefore will not impact the school's performance rating in this measure.

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

Rating:

Meets Standard

Summary Analysis:

A review of documents and Epicenter submissions indicates that the school completed and submitted timely and accurate financial reports pertaining to the school's finances to ACNW. The school has consistently earned the MDE Finance Award which indicates accurate and timely financial reporting to MDE.

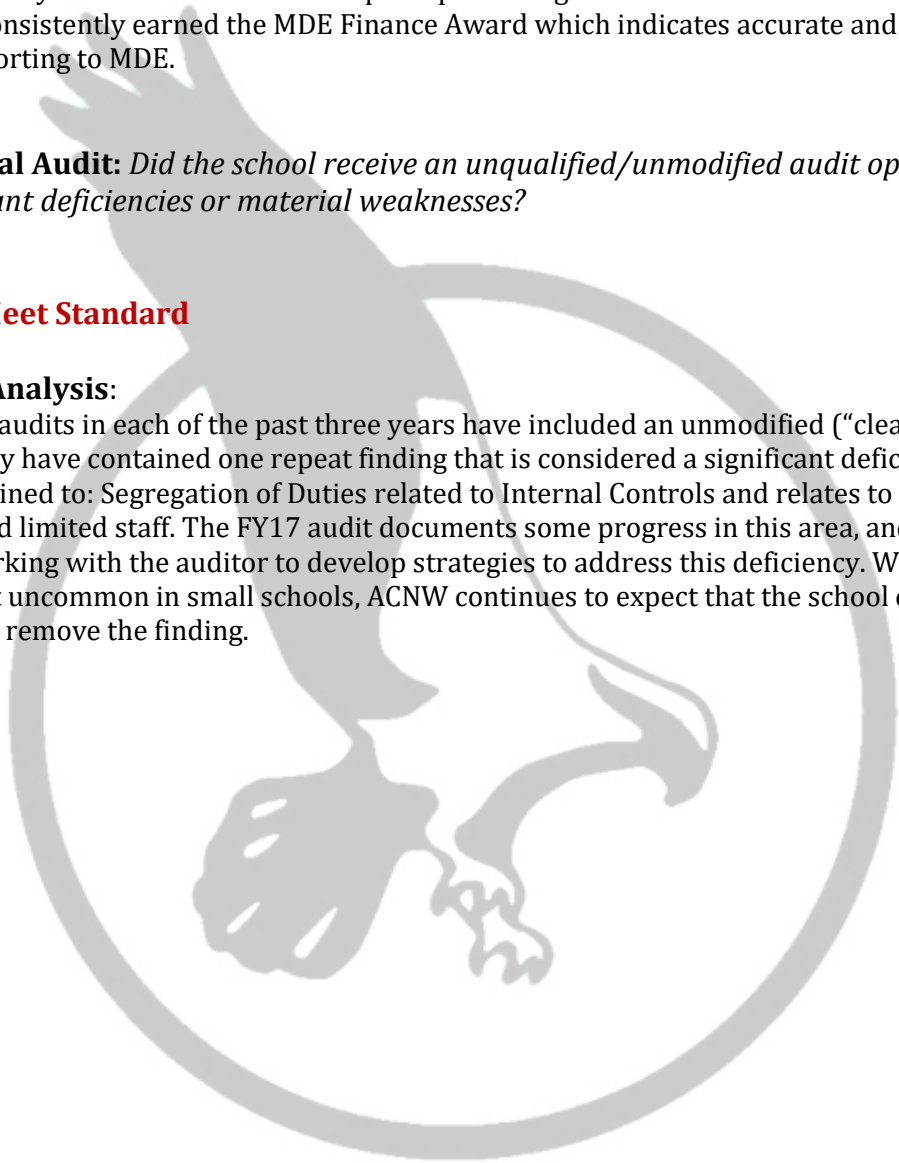
1.4 Financial Audit: *Did the school receive an unqualified/unmodified audit opinion absent any significant deficiencies or material weaknesses?*

Rating:

Does Not Meet Standard

Summary Analysis:

The school's audits in each of the past three years have included an unmodified ("clean") opinion; however, they have contained one repeat finding that is considered a significant deficiency. This finding pertained to: Segregation of Duties related to Internal Controls and relates to the school's small size and limited staff. The FY17 audit documents some progress in this area, and the school has been working with the auditor to develop strategies to address this deficiency. While this finding is not uncommon in small schools, ACNW continues to expect that the school can address this area and remove the finding.



Financial Performance Indicator 2: Near Team Financial Health

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

Calculation:

Current Ratio = Current Assets divided by Current Liabilities

Rating:

Meets Standard:

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

Does Not Meet Standard:

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

Falls Far Below Standard:

Current Ratio is less than or equal to 0.9.

Summary Analysis:

The school's current ratio increased from 1.02 in FY14 to 3.03 in FY16 to 5.45 in FY17. This higher ratio better positions the school to meet current obligations and meets the standard for this measure.

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 days cash on hand has increased from 12 days in FY15 to 39 days in FY16 to 57 days in FY17. The levels over the past two years meets the standard.

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 for the school has fluctuated between 83.6% and 88.8% over the past three years, fall far below the standard in FY16 and not meeting standard in FY15 and FY17. While the school's overall financial health has been improving, continued enrollment below projections also continues to cause stress on the school's short-term health and long-term viability. It also seems to create a culture of scarcity in terms of available resources to invest in the program.

Financial Performance Indicator 3: Financial Sustainability

3.1 Fund Balance Percentage: *Does the school have sufficient reserves on hand to serve as a cushion for unexpected situations or to help fuel growth or investment in new programs?*

Calculation:

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

Rating:

Meets Standard:

Fund Balance Percentage is greater than or equal to 20.0%.

Does Not Meet Standard:

Fund Balance Percentage is between 10.0-19.9%.

Falls Far Below Standard:

Fund Balance Percentage is less than 10.0%.

Summary Analysis:

The school's fund balance percentage increased significantly from 0.2% of general fund expenditures in FY14 to 19.9% in FY17, fall just below the standard of 20%. The fund balance has increased by over \$130,000 over that span of time, even though enrollment has not met projections. The fund balance at FY17 year-end was \$134,150 which is still a very modest amount. The school is navigating a tension between financial sustainability and ensuring sufficient resources for students and teachers on a daily basis. It is important that this tension be discussed openly and that teachers and students have the resources they need to meet program goals.

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

Calculation:

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

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

Rating:

Meets Standard:

- Aggregated Three-Year Total Margin is positive and the most recent year Total Margin is positive; or
- Aggregated Three-Year Total Margin is greater than -1.5%, the trend is positive for the last two years, and the most recent year Total Margin is positive; or
- Aggregated Three-Year Total Margin is greater than -1.5%, the fund balance Meets Standard, and the school has executed a planned spending of its fund balance to invest in program needs.

Does Not Meet Standard:

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

Falls Far Below Standard:

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

Summary Analysis:

The school's total margin has been above 3% in each of the past three years, FY15-FY17, and the three-year total margin is at 4.7%. This level meets the standard, though again, given enrollment challenges, begs the question about investing in the program and areas such as marketing and outreach.

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 decreased from 0.68 in FY14 to 0.15 in FY17, which is a substantial improvement. The does not include any long-term liabilities related to TRA and PERA. The school has \$16,265 in long-term debt related to the purchase of vehicles for pupil transportation, down from \$47,323 in FY16. Retirement of this debt will help the school's annual budget.

Audubon Center of the North Woods Operations Performance Evaluation

Overview

The Operations Performance Evaluation is conducted not only to determine whether the school is compliant with legal requirements, the charter contract, and generally accepted principles of governance, oversight, and management, but also to assess the operational standing of the school. In completing this evaluation, ACNW has reviewed the school's board meeting minutes, school policies, state reports, compliance with Epicenter tasks and deadlines, and other relevant documents and information. In addition, the evaluation will incorporate information learned through site visits, attendance at board meetings, and interviews or discussion with key individuals at the school including the director, board chair, teachers, or others. Results of this evaluation become part of the body of information used to inform charter school renewal decisions made by the board of directors of ACNW.

Operations Performance Indicators

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

1. Educational Program

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

2. Governance

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

3. School Environment

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

4. Student Rights

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

5. Personnel Practices

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

6. Compliance & Reporting

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

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

Summary Discussion

Vermilion Country School has been in operation nearly five years and is at the end of its first contract period. Overall, the school has demonstrated fidelity to its mission and vision as outlined in the charter. While the school’s program has evolved during the contract term, the program has stayed true to its mission. VCS has focused on hiring staff that are nurturing, creative and focused on community. The school has, to varying degrees over the years, intentionally provided culturally-relevant learning opportunities for all students, and students have engaged in a range of projects. The learning program is a hybrid of traditional classes and project-based learning.

The school generally demonstrates that it is thoughtful and strategic in the development and evolution of its instructional program. Instructional leadership is grounded in the Academic, Community, Culture and Discipline (ACDC) team, a teacher driven committee. Teachers make decisions on key programmatic elements, including program approach, courses, curriculum, professional development, and staffing. In response to low math proficiency and growth, the school hired a licensed and experienced math teacher in FY18.

The school has struggled to gather and analyze data consistent with contractual goals and measures, and professional development has not focused on using student data to drive instruction.

VCS teachers participate in a professional learning community (or PLC) to discuss behavior and academic interventions not specific to assessment data. The PLC is one source of ongoing professional development but staff reports it is challenging to consistently meet as a group given their myriad time commitments to other aspects of school operations (including driving the vans to get kids home after school).

The school has substantially protected the rights of students with disabilities and implemented a program that appropriately serves their needs. The school does not currently serve any English Language students, nor have they over the course of the contract. The school reported very little student or parent satisfaction data, but a small sample of onsite interviews indicate parents and students are satisfied with the school's performance.

The school board has generally demonstrated the capacity to effectively govern a successful charter school during the contract term. The board's composition has consistently met statutory requirements. The school has had mixed success in recruiting new board members, particularly parents.

The board is generally engaged in appropriate decision-making and oversight through effective and transparent board meetings. However, the school does not comply with open meeting law at least as it pertains to evaluations. In addition, ACNW recommends the board should develop and document a formal school leader evaluation policy or process for transparency to the public and to clarify expectations for the school leader.

The school's facilities and transportation practices effectively serve students. The space is generally conducive to student learning and has changed as the school's program has shifted to better serve students. The school provides transportation for students, with routes going to Ely, Virginia, and other locations in the area.

The school is generally an effective steward of the health and safety of all students. The school provides in-house food service which helps control costs and lower environmental impact. The school has appropriate policies and practices in place to protect the rights of students and employees, and staff turnover has stabilized but remains a concern for the school in an area where it can be challenging to find and hire qualified candidates.

Operations Performance Indicator 1: Education Program

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

Meets Standard

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

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

Approaches Standard

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

Does Not Meet Standard

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

Analysis

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

The school's primary statutory purpose is to improve all student learning and all pupil achievement. Its additional purposes are to increase learning opportunities for all pupils, to encourage the use of different and innovative teaching methods, to require measurement of learning outcomes and create different and innovative forms of measuring outcomes, establishing new forms of accountability for schools, and creating new professional opportunities for teachers, including to be responsible for the learning program at the school site.

While the school's program has evolved during the contract term, from teachers as advisors (guiding students in their independent projects, helping to them to identify relevant state standards, and utilizing standards-based rubrics to evaluate projects) to more traditional classes that include teacher-led projects and advisory more as a homeroom, the program has stayed true to the mission. The school has focused on hiring staff that are nurturing, creative and focused on community. The school has, to varying degrees over the years, intentionally provided culturally-relevant learning opportunities for all students, and students have engaged in a range of projects, including working with the Humane Society, Habitat for Humanity, Sudan Mine and roadside cleanup.

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

In order to meet its primary purpose, to improve all pupil learning and student achievement, the school reports that the learning program is a hybrid of traditional classes and project-based learning. Students have flexibility to meet their graduation requirements. As necessary, the school adapts to meet the needs of students who require more structure.

The school has implemented its statutory purposes to varying degrees. For example, for many of the additional statutory purposes, the school continues to report that it will do things such as "develop an assessment tool aligned with the goals and vision outlined in [the charter application]. The assessment will include an analysis of student achievement based on the wide range of

indicators described at other points in the [charter application].” While the school has not implemented this, it has worked to provide additional opportunities to teachers to be responsible for the learning program at the school. While this has been a somewhat rocky road, the school has committed to a committee structure led by teachers to drive key decisions at the site.

The board of directors has not taken an active role in assessing the school’s progress in terms of statutory purposes. Because the statutory purposes are a key part of the school’s contract with ACNW, and established by statute, in addition to receiving a report on the school’s activities the board should monitor the school’s progress to ensure it is fulfilling the purposes set out in its charter.

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

Meets Standard

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

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

Approaches Standard

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

Does Not Meet Standard

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

Analysis

To varying degrees, the school implements instructional and assessment programming that focuses on student achievement.

The school generally demonstrates that it is thoughtful and strategic in the development and evolution of its instructional program. For example, as of the current school year, VCS implements a hybrid project-based learning model. Previously the projects were primarily student-led; however, school staff identified the need to provide additional scaffolding to meet student needs, which has led to a teacher-driven model where projects are incorporated into a classroom setting. Over time, VCS expects students will become more independent and the school’s model will move back toward student-directed projects.

Instructional leadership is grounded in the Academic, Community, Culture and Discipline (ACDC) team, a teacher driven committee, which has functioned relatively well over the past two years.

Teachers make decisions on key programmatic elements, including program approach, courses, curriculum, professional development, and staffing, such as hiring of a math teacher (see below).

The school participates in ADSIS, coursework that provides additional instruction in reading and math to assist students who need additional academic support and reduce the number of inappropriate referrals to special education. The school decided to apply for this support after it struggled to track students' personal learning plans and keep learners on track through other means. According to the school administrator, ADSIS classes supplement but do not replace traditional math and reading classes and do not include students who are proficient in these subjects or who already receive special education services. Students who are not in special education or ADSIS classes take an environmental education class, a project-driven science elective.

The school has traditionally utilized Project Foundry but has had challenges with it, and is moving to JMC to track progress and grades. In the interim a Google Drive document has been created to maintain record keeping although teachers have indicated a need for professional development related to using this tool in the classroom environment.

In the first four years of the contract the school used ALEKS and Khan Academy to provide math instruction. The school hired a licensed and experienced math teacher in FY18 in response to low math proficiency and growth. Although math has been a challenge for VCS students, there is no evidence of professional development related to support in this area, though students and teachers report being happy with the addition of the math teacher.

PLCs are not used to look at student data but rather used to discuss behavior and academic interventions not specific to assessment data. NWEA data and MCA data is reviewed but not used as a tool for goal setting and academic planning. The school should reconsider this approach to data in order to remain results-oriented. The learner controls the learning, and the teaching should be in response to students' mastery of concepts and skills (not the curriculum). The school has struggled to gather and analyze data consistent with contractual goals and measures.

The FY17 Annual report indicates that licensed staff participated in a variety of professional development, including reading strategies and positive behavior interventions. Most in-school professional development takes place during PLCs, which meet every other week concurrent with the ACDC. However, teachers report that it is challenging to make PLCs effective for all staff because the school does not have bus drivers and teachers have to step in to fill those roles.

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

Meets Standard

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

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

Does Not Meet Standard

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

Analysis

Evidence suggests that the school has complied with educational requirements during the contract term.

Based on a review of the school's submitted calendars and data from MDE, over the course of the contract the school had between 170 and 173 days in the school year and the number of hours required by statute.

VCS requires 24 credits for high school graduation including three (3) credits for math, four (4) credits for language arts, three (3) credits for science, three and a half (3.5) credits for social studies, nine and a half (9.5) credits for electives and one credit in fine arts.

The school provides Title I services to students who qualify for that support. The school employs a Title I teacher to deliver those services.

State assessments are delivered as required by the state.

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

Meets Standard

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

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

Does Not Meet Standard

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

Analysis

The school has substantially protected the rights of students with disabilities and implemented a program that appropriately serves their needs.

From FY13 to FY17 the school has served a Special Education population of between 24% and 38% of students at the school. The Special Education Director is currently Kathleen Brown, of Designs for Learning, though the school has had two other special education directors during the contract term. The school has always had licensed special education staff in place, though this year, the special education teacher is working on a variance, and she receives substantial support from Designs for Learning staff who focus on the due process paperwork. The school has also consistently had paraprofessional support.

The schools TSES manual has been submitted to ACNW each year and describes the school child find process and management structure as well as all other processes and parent rights.

The school has provided a combination of push in and pull out support for students with IEPs. This has included an extra math and language arts class.

The ACDC leads the child find process, though few students are identified or evaluated at the school – most come with IEPs already.

Two areas for improvement appear to be in terms of professional development and materials. School staff report that there has been minimal PD focused on special education this year, though some was completed last year. Staff also report a desire for more specific materials, though the special education director indicated that this should not be an issue. Perhaps more communication is needed in this area.

The school is in the self-review stage of the MDE evaluation cycle and will have a full MDE review in FY20.

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

Meets Standard

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

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

Does Not Meet Standard

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

Analysis

The school does not currently serve any English Language students. VCS submitted its Plan of Service to ACNW October 27, 2017 via Epicenter. The plan of service indicates that all students complete a Home Language Questionnaire upon enrollment at VCS.

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

Meets Standard

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

Approaches Standard

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

Does Not Meet Standard

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

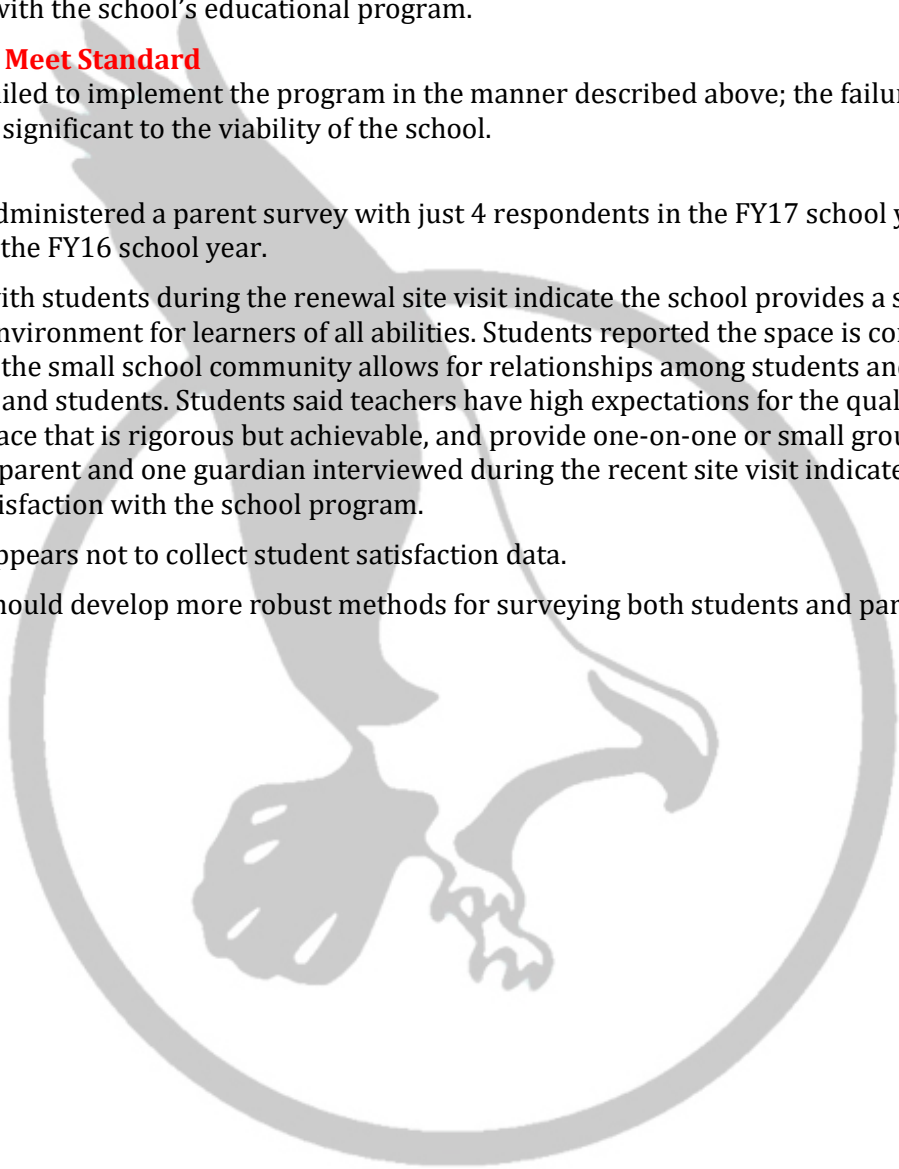
Analysis

The school administered a parent survey with just 4 respondents in the FY17 school year and 14 respondents the FY16 school year.

Interviews with students during the renewal site visit indicate the school provides a safe and welcoming environment for learners of all abilities. Students reported the space is conducive to learning and the small school community allows for relationships among students and between staff, faculty, and students. Students said teachers have high expectations for the quality of their work, set a pace that is rigorous but achievable, and provide one-on-one or small group support as needed. One parent and one guardian interviewed during the recent site visit indicated a high degree of satisfaction with the school program.

The school appears not to collect student satisfaction data.

The school should develop more robust methods for surveying both students and parents.



Operations Performance Indicator 2: Governance

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

Meets Standard

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

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

Approaches Standard

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

Does Not Meet Standard

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

Analysis

The school board has generally demonstrated the capacity to effectively govern a successful charter school during the contract term.

The board's composition has consistently met statutory requirements. The current board has seven directors; three community members, two teachers and two parents.

Board elections are held annually. The school has had mixed success in recruiting new board members, particularly parents. Three community members have been on the board since the school's inception, including the board chair who has been in that role for approximately five years.

The FY17 Annual Report indicates that all members of the current board have completed their initial training and engage in annual training in compliance with statute.

The board has a reasonably developed onboarding process for new members.

The school did not provide a response to the request for confirmation that it conducts background checks on all board members prior to their being seated. This is required moving forward.

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

Meets Standard

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

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

Approaches Standard

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

Does Not Meet Standard

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

Analysis

The board is generally engaged in appropriate decision-making and oversight through effective and transparent board meetings. However, the school does not comply with open meeting law at least as it pertains to evaluations. According to MN §13D.05 Subd. 3(a), "A public body may close a meeting to evaluate the performance of an individual *who is subject to its authority*. The public body shall *identify the individual to be evaluated prior to closing a meeting*. At its next open meeting, the public body shall *summarize its conclusions regarding the evaluation*. A meeting must be open at the request of the individual who is the subject of the meeting." (Emphasis added by ACNW.)

In addition, school board committees, including the board personnel committee, are governed by open meeting law. The VCS board must ensure its evaluation is consistent with not only its process but also statute by appropriately posting regular and committee meetings, identifying the individuals to be evaluated and noting the reason for closing the meeting in minutes, and providing a summary its conclusions at the next board meeting.

A review of ACNW observations and feedback indicated that the board is generally well functioning. The board operates with a quorum. The board has utilized its training and has matured in its functions through this process, in FY16 moving to consent agendas as noted in an evaluation.

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

Meets Standard

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

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

Approaches Standard

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

Does Not Meet Standard

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

Analysis

The process for administrator evaluation has changed over the course of the contract. As of the current school year, the board personnel committee, consisting of non-teacher members of the board, conducts an annual performance evaluation of the school administrator using a process similar to the teacher evaluation process but specific to the administrative tasks associated with the role.

The committee reviews the job description and considers benchmarks developed by the staff personnel committee, staff input, self-reflection by the administrator, and board observations during the evaluation. This process is aligned to the Minnesota Principal Development and Evaluation Rubric.

Board meeting minutes indicate that the board personnel committee evaluates the school leader but do not distinguish whether he is evaluated as a teacher or administrator during these closed sessions and provide no record or summary of the result of the evaluation. According to MN §13D.05 Subd. 3 (Open Meeting Law), “The public body shall identify the individual to be evaluated prior to closing a meeting.” In addition, the board must provide a summary of the evaluation results at its next meeting. (“At its next open meeting, the public body shall summarize its conclusions regarding the evaluation.”) Finally, the administrator may choose not to close the meeting for his evaluation. (“A meeting must be open at the request of the individual who is the subject of the meeting.”)

The board should develop and document a formal school leader evaluation policy or process for transparency to the public and to clarify expectations for the school leader. Currently, the policy is one line at the end of the teacher evaluation process: “The administrative eval is carried out by the Board Personnel Committee in a similar manner as described above.”

Operations Indicator 3: School Environment

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

Meets Standard

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

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

Does Not Meet Standard

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

Analysis

The school's facilities and transportation practices effectively serve students.

The school receives lease aid which indicates it has completed required fire inspections.

The space is generally conducive to student learning. Some advisories and classrooms do not have walls but are separated by bookshelves, and others have doors that close. Classes are usually small enough and space big enough that sound is not an issue. Students have study hall in the lunch room and generally seem on task and/or quiet.

The school provides transportation for students, with routes going to Ely, Virginia, and other locations in the area. Finding drivers is an ongoing challenge for the school.

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

Meets Standard

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

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

Does Not Meet Standard

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

Analysis

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

The school stores prescription and over-the-counter medicines in a locked filing cabinet in the office. The office manager and school administrator have the only two keys to the filing cabinet. Parents / guardians must complete a form authorizing the school to store and dispense the medications as well as directions for administering them. They are dispensed by the office manager.

The school provides in-house food service which helps control costs and lower environmental impact. The school offers a senior dining program that is open to members of the community, reimbursements from which help offset the Fund 2 deficit. In FY17 the percentage of students who qualified for Free and Reduced Price Lunch was 72%.

The school adopted in 2013, and revised on August 24, 2017, a crisis management policy. Emergency drills and lockdowns are also addressed in the FY18 parent / student handbook.

The school has clearly marked emergency exits and routes posted on each exterior door. In FY17 the school contacted its landlord to request installation of a secure door system with camera at the main entrance. The landlord did not honor this request and the school is seeking other ways to find funds for this important safety feature. Currently, the school's office manager monitors who enters the building and the school uses a sign-in system for volunteers and students. However, the front office is not always staffed and the building experiences foot traffic that is not monitored due to the senior dining program.

Operations Performance Indicator 4: Student Rights

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

Meets Standard

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

Does Not Meet Standard

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

Analysis

The school implements open, impartial and transparent admissions and enrollment practices.

The enrollment and lottery policy is in compliance with statute and posted clearly on the school's website. The school has not conducted a lottery or experienced waitlists.

ACNW has no evidence of non-compliance with enrollment policies.

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

Meets Standard

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

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

Does Not Meet Standard

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

Analysis

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

The school has its policies listed on the website, including civil rights contacts, due process hearing form, harassment policy, and transgender policy among others.

The school publishes a family handbook annually that is readily available on the school's website and outlines rights and responsibilities of students. The school's discipline policies practices are consistent with PFDA and these are outlined in the student handbook.

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

Operations Indicator 5: Personnel Practices

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

Meets Standard

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to appropriate licensure of school staff.

Does Not Meet Standard

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

Analysis

Review of the school's recent annual reports and STAR Reports indicate staff is appropriately licensed.

Generally teachers are licensed in the curricular areas they teach. The school did not renew the contract for its special education teacher from FY17 and was not able to find a replacement for the FY18 school year. Instead, a former special education paraprofessional is working on a community expert waiver as the special education teacher. She plans to pursue licensure in this area during spring 2018.

In addition, the school administrator is working on fulfilling the requirements for his superintendent license. He plans to finish the program in spring 2018.

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

Meets Standard

The school demonstrates stability in instructional and non-instructional staffing that is conducive to operating a successful school. This is evidenced by reasonable staff turnover rates.

Does Not Meet Standard

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

Analysis

The school has had mixed performance as it relates to staff retention during the contract term. The staff retention rate has increased in the last two years. The retention rate for the FY14 school year was 37%, FY15 was 29%, FY16 was 80%, and the FY17 school year was 60%.

Staff turnover has stabilized but remains a concern for the school in an area where it can be challenging to find and hire qualified candidates. However, interviews during the renewal site visit indicate faculty and staff are experienced and have built an environment of trust and professionalism throughout the school community.

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

Meets Standard

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

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

Does Not Meet Standard

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

Analysis

The school engages in appropriate and equitable hiring, evaluation and termination practices.

VCS contracts with EdVisions for all staff. EdVisions provides an employee handbook that is updated annually and outlines rights and responsibilities of employees.

The school's hiring policy is robust and lays out a transparent and equitable process.

The school has evaluated staff consistently, though the process has evolved, and for the FY18 school year the school has implemented a new process. According to the school's teacher evaluation process (submitted to ACNW via Epicenter), the staff personnel committee decides what the evaluation rubric will look like (based on a modified Danielson rubric) at the beginning of the school year. The staff committee gives it to the school administrator who completes the formal observation process, the results of which are shared with the board personnel committee. (No teacher board members sit on the board personnel committee in order to reduce conflicts of interest within the evaluation process.) The board then makes a decision whether to renew the teachers' contract, not renew, or renew with an improvement plan. A team of teachers evaluate the school administrator's teaching and provides a report to the board personnel committee.

The school did not provide a response to the request for confirmation that it conducts background checks on all board members prior to their being seated. This is required moving forward.

Operations Performance Indicator 6: Compliance & Reporting

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

Meets Standard

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

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

Approaches Standard

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

Does Not Meet Standard

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

Analysis

The school's Annual Reports and World's Best Workforce (WBWF) Report have been submitted to ACNW and MDE in a timely manner. However, the FY17 Annual Report was not compliant with statutory and contractual requirements in two of the same three areas as the previous year (statutory purposes and WBWF goals and benchmarks). The school must submit a revised report to ACNW by February 1, 2018. The FY17 Annual Report is posted on the school's website with board meeting minutes. The school should consider relocating the report to a location that is more accessible to (and more likely to be found by) its stakeholders.

The FY16 Annual Report was revised and resubmitted to include additional required information, specifically implementation of statutory purpose, WBWF goals and benchmarks, and teacher professional development. The revised report was submitted in March 2017. Previous annual reports were compliant with authorizer and statutory requirements.

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

Meets Standard

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

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

Does Not Meet Standard

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

Analysis

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

The school has appropriate coverage including up to \$3M General Aggregate Commercial Liability Coverage.

Unemployment, worker's comp, and other employee insurances are provided through EdVisions.

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

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

Meets Standard

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

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

Does Not Meet Standard

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

Analysis

Both the on-time and accuracy rates for Epicenter submissions have surpassed 90% for the last four years. The overall on-time submission rate from FY14-FY18 is 90%. The accuracy rate from FY14-FY18 is 99%.

ACNW has no evidence the school is not compliant with TRA/PERA payments or that state reporting requirements have not been met.

The school's website is compliant with ACNW and statutory requirements.



Vermilion Country School

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An Audubon Center of the North Woods Authorized Public Charter School Serving Grades 7-12

1/19/2018

Response to Audubon Draft Evaluation

Dear David,

We received the Audubon draft evaluation materials in preparation for the upcoming reauthorization for VCS and there were a few items in the reports that we would like to question:

1. In the Academic section under attendance, the school is currently rated at 0 pts for not meeting an 85% attendance rate, though it was at 84.8%. Currently this year as of 1/13 the attendance rate is 86.04%. With that being so close, we would argue that an approaching target is worth consideration.
2. In the Financial section under financial sustainability, the school is currently rated as does not meet standard with a 19.9% balance and the meeting standard is 20% balance. Considering the startup nature of a first contract and that enrollment has been a challenge, it seems rather harsh to be rated as not meeting standard or that there isn't an approaching standard option to acknowledge the hard work that the school has been doing to meet a fairly high standard for a startup. We could see this more applicable to a school already past their startup contract, but perhaps something to consider?
3. In the Operations section there is a comment on Audubon wanting evidence that school board members have completed background checks. I can confirm that the majority of board members have completed background checks – the three community members were checked at the school startup and the two teacher members were checked upon employment. Our previous two parent members Sarah Strong and Emily Quick were both checked as well. I am currently looking for Marjory Wood's background check but if I cannot locate it, we will process it again. It has been standard procedure to complete background checks on all board members, volunteers, drivers, and staff. However, my predecessor didn't keep very good records from the first year of the school so there are some things missing that I haven't been able to track down from time to time and there are no office/administrative staff around from that time currently on the staff right now to fill in the gaps for me.
4. In the Operations section under 2.2 and 2.3 there is a comment regarding following the Open Meetings Law not being in compliance. However, Open Meeting procedures were in effect for the evaluation meetings as referenced on the meeting minutes of 5/4/17 with posting of names involved and recommendations after reopening. We would request clarification of this comment as evidence is available from meeting minutes posted to epicenter.
5. In the Operations section under 5.3 there is a second request for background check procedures. I cannot recall such a request coming up in previous conversations, but I can confirm that background checks are conducted on all staff and volunteers.
6. In the Operations section under 6.3 there is a spelling error in the second to last sentence on the page.

Thanks,

Kevin Fitton
School Administrator

Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures

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

Ongoing Evaluation Criteria

ACNW evaluates schools in four primary areas:

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

Academic Performance

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

Following are the key questions each indicator addresses:

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

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

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

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

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

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

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

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

Environmental Education Performance

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

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

EE Performance Evaluations may be completed annually or as often as deemed appropriate by ACNW, but at least in the school's renewal year.

Financial Performance

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

1. Financial Management

This portion of the evaluation focuses on the school's performance relative to required financial management. Quality management and oversight of financials is a critical indicator of financial health. Schools that fail to meet the standards are not implementing best practices or those required by law or the charter contract and may be at greater risk for financial challenges in the present or future. This indicator includes the following measures: **Budgeting, Financial Policies and Practices, Financial Reporting, and Financial Audit.**

2. Near-Term Financial Health

This portion of the evaluation tests a school's near term financial health and is designed to depict the school's financial position and viability in the coming year. Schools that fail to meet the standards may currently be experiencing financial difficulties and/or have a higher likelihood for financial hardship. These schools may require additional review and/or corrective action by ACNW. This indicator includes the following measures: **Current Ratio, Days Cash on Hand, and Enrollment Variance.**

3. Financial Sustainability

This portion of the evaluation includes longer-term financial sustainability measures and is designed to depict the school's financial position and viability over time. Schools that fail to meet the standards are more likely to face financial hardship in the future. This indicator includes the following measures: **Fund Balance Percentage, Total Margin and Aggregated Three-Year Total Margin, and Debt to Asset Ratio.**

Near-Term and Sustainability indicators are evaluated by ACNW annually. The Management indicator may be evaluated annually or as often as deemed appropriate by ACNW, but at least in the school's renewal year.

Operations Performance

ACNW evaluates its authorized schools' operations performance on six primary indicators, or general categories.

1. Educational Program

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

2. Governance

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

3. School Environment

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

4. Student Rights

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

5. Personnel Practices

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

6. Compliance & Reporting

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

Operations Performance Evaluations may be completed annually or as often as deemed appropriate by ACNW, but at least in the school's renewal year.

Process and Procedures for Ongoing Evaluation

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

Data Review and Analysis – ACNW regularly reviews data that is publicly available, supplied by the school, or provided by MDE. This includes a review of state academic data, annual reports, budgets, financial audits, other compliance documents, and any other relevant data available to ACNW. This also includes a periodic review of financial reports and board meeting materials and minutes. ACNW reserves the right to request data from the school consistent with data privacy practices.

Site Visits and Board Observations – ACNW regularly visits authorized schools to verify performance and compliance. ACNW, at its sole discretion, determines the frequency and scope of site visits. During site visits, ACNW staff or contracted evaluators observe classrooms, tour the facilities and interview key school stakeholders including board members, school leadership, teachers, staff, parents, and students. In a school's reauthorization year, ACNW will send a team of evaluators to conduct a Reauthorization Site Visit in preparation for determining a reauthorization recommendation to the Charter School Committee and Board of Directors.

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

Feedback and Strategic Intervention – ACNW provides feedback to schools in its portfolio through performance evaluations, presentations at school board meetings, formal written communication to the school leadership and board, and informal verbal communication. ACNW also gives schools the opportunity to provide additional information on any relevant issues that warrant explanation or clarification.

ACNW may, at its discretion, implement a formal intervention or provide strategic support to schools that are not in compliance with or are not on track to meet statutory or contractual expectations.

Reauthorization Recommendations – During the final year of an authorized school's active contract, the school is required to submit an application for reauthorization that summarizes how it fulfilled the terms of its active contract, the strategic direction it plans for the years of a subsequent contract, and potential performance goals for a subsequent contract. ACNW CSD reviews that application, conducts a Reauthorization Site Visit, completes a Reauthorization Evaluation Report, and compiles a recommendation to the ACNW Board. Those recommendations are reviewed and accepted or amended by the Charter School Committee (CSC). The CSC's recommendations are then presented to the ACNW Board for adoption or amendment.

Guidelines for Renewal Determination*

Charter renewal will be based primarily on a school's attainment of its academic and academic-related goals identified in Exhibit G, which is evaluated according to ACNW's Academic Performance Framework, and secondarily on other factors, including but not limited to Environmental Educational, Financial, and Operations performance, intervention status of the school, and designations assigned to the school by the Minnesota Department of Education.

Renewal Tracks

In the final year of an authorized school's active contract, ACNW will determine the school's renewal track as outlined below:

1. Eligible for Fast Track Renewal

- Condensed reauthorization application and site visit, including collection of school's best practices for future dissemination by ACNW.
- Earlier board resolution by the ACNW Board of Directors.
- Five-year renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

2. Eligible for Renewal

- Standard reauthorization application and site visit.
- Five-year renewal or three-year probationary renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

3. Candidate for Nonrenewal

- Standard reauthorization application and site visit.
- Nonrenewal, one-year conditional renewal, or three-year probationary renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

Primary Factor

Notwithstanding secondary factors, renewal tracks will be determined by ACNW based upon the school's fulfillment of the primary factor, which is the attainment of its academic and academic-related goals identified in Exhibit G:

- If a school attains all of its contractual outcomes in Exhibit G as determined by ACNW's Academic Performance Evaluation (i.e., 100% or more of possible points), the school will be considered eligible for fast track renewal.
- If a school attains at least half of its contractual outcomes in Exhibit G as determined by ACNW's Academic Performance Evaluation (i.e., 50% or more of possible points), the school would be considered eligible for renewal.
- If a school attains less than half of its contractual outcomes in Exhibit G as determined by ACNW's Academic Performance Evaluation (i.e., less than 50% of possible points), the school would be considered a candidate for nonrenewal.

Secondary Factors

The following secondary factors, either alone or in combination with one or more factors, may alter a school's renewal track. ACNW will provide clear analysis of each secondary factor and the rationale for its impact on the school's renewal track determination in the Reauthorization Evaluation Report.

Secondary factors that may decrease a renewal track (e.g., from “eligible for renewal” to “candidate for nonrenewal”):

- The school receives a rating of Does Not Meet Standard in any indicator area on the most recent Academic Performance Evaluation.
- The school receives a rating of Does Not Meet Standard, Minimally Developed, or Undeveloped in any indicator area or measure on the most recent Environmental Education Evaluation.
- The school receives a rating of Does Not Meet or Falls Far Below Standard in any measure on the most recent Financial Performance Evaluation.
- The school receives a rating of Does Not Meet Standard in any measure on the most recent Operations Performance Evaluation.
- The school (or a site at the school) is currently designated a Focus or Priority school by the Minnesota Department of Education.
- The school was placed on intervention by ACNW at any time during the current contract term.
- The school's current contract is a probationary contract.

Secondary factors that may increase a renewal track (e.g., from “eligible for renewal” to “eligible for fast track renewal”):

- The school (or a site at the school) was designated as a Reward or Celebration school by the Minnesota Department of Education at any time during the current contract term.
- The school was identified as a High-Quality Charter School (HQCS) by the Minnesota Department of Education at any time during the current contract term.
- The school (or a site at the school) was designated as a Celebration Eligible school by the Minnesota Department of Education in at least two years of the current contract term.
- The school was not identified as HQCS by the Minnesota Department of Education at any time during the current contract term, but was eligible to submit supplemental data for review in the HQCS appeals process in at least two years of the current contract term.
- Other external recognition from a reputable organization that demonstrates the school is successfully fulfilling the primary or additional purposes of Minnesota Statutes 124E.01.

**These guidelines do not obligate the Audubon Center of the North Woods Charter School Division, Charter School Committee, or Board of Directors to a particular renewal decision or length of contract and should not be construed as requirements or guarantees.*

Exhibit Q: Range of Possible Interventions

Audubon Center of the North Woods Range of Possible Interventions		
If ACNW has a concern about the School, or if the School fails to make adequate progress towards achieving its academic or environmental education goals or to meet financial requirements, or to comply with Applicable Law, or other requirements of this contract, ACNW shall determine the appropriate intervention. The interventions below need not be implemented sequentially, and ACNW will implement these as it sees fit and at its sole discretion.		
Status	Caused by	Will result in
LEVEL ONE Notice of Concern	Signs of weak performance identified through routine monitoring; through implementation, compliance, or performance reviews; or by other means. Lack of progress towards meeting contractual goals. Failure to submit required documents on a timely basis. Failure to comply with applicable law or the conditions of the charter contract. Signs of poor financial health or management.	Letter from ACNW to the charter school's board of directors detailing areas of concern and action required to address concerns. <i>and/or</i> ACNW recommendation that the school develops a remediation plan.
LEVEL TWO Notice of Deficiency	Failure to meet multiple performance targets; or repeated failure to meet a single performance target. Significant failure to comply with applicable law or the conditions of the charter contract. Continued evidence of poor financial health or management.	Letter from ACNW to charter school board of directors detailing areas of deficiency and action required to address deficiency. <i>and/or</i> Requirement of a remediation plan containing specific improvement objectives, technical assistance requirements, and schedule for remedial action to be approved by ACNW.
LEVEL THREE Notice of Probationary Status	Continued failure to meet school targets or failure to meet objectives of a remediation plan. Continued failure to comply with the applicable law or the conditions of the charter contract. Severe concerns regarding the school's financial viability.	Letter from ACNW to charter school board of directors detailing reasons for probationary status and action required to address concerns. <i>and/or</i> Remediation plan imposed by ACNW. <i>and/or</i> ACNW may appoint staff or a consultant to monitor implementation of the remediation plan
LEVEL FOUR Charter Review	Failure to address the terms of Probationary Status. Extended pattern of failure to meet contractual goals and/or to comply with applicable law or the conditions of the charter contract. Severe and persistent concerns regarding the school's financial viability.	Consideration and decision by the ACNW Board to revoke or not to revoke the school's charter, or to impose lesser sanctions.
LEVEL FIVE Charter Revocation	Charter Review results in recommendation to revoke.	Commencement of charter revocation proceedings consistent with Minnesota Stat. 124E and the terms of the charter contract.

Exhibit R: Financial Statement Template & Guide

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

School Name: Vermilion Country School

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

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

Academics

- A.3: Reading Growth
 - Addressed in Exhibit G
- A.4: Math Growth
 - Addressed in Exhibit G
- A.6: Math Proficiency
 - Addressed in Exhibit G
- A.7: Science Proficiency (and Growth)
 - Addressed in Exhibit G
- A.9: Post Secondary Readiness
 - Addressed in Exhibit G
- A.11: Attendance
 - Addressed in Exhibit G

Financial

- F.1.4: Financial Audit
 - Addressed below
- F.2.3: Enrollment Variance
 - Addressed below
- F.3.1: Fund Balance Percentage
 - Addressed below

Operations

- 0.1.2: Instruction and Assessment
 - Addressed below
- 0.2.2: Board Decision-Making & Oversight
 - Addressed below
- 0.2.3: Management Accountability
 - Addressed below
- 0.6.1: Charter School Annual Reports
 - Addressed below

Milestone	Indicator(s) Addressed	Description of strategies and /or activities designed to meet the identified milestone.	Timeline	Person(s) Responsible
School receives an unqualified/unmodified audit opinion absent significant deficiencies or material weakness.	F.1.4	<i>What is the school's plan to address the repeat finding in its audit?</i>		
		Currently there is only a single finding on separation of duties that administration has asked the auditors about for three years now on how to address. The school will continue to work with the auditors to implement their suggestions to eliminate the control finding.	By audit time (Oct).	Director/ Business Manager/ Office Manager
School meets enrollment projections.	F.2.3	<i>How will the school ensure its enrollment projections align to what is budgeted?</i>		
		The school will set enrollment projections to the average trend based on the past three years of enrollment.	By start of the budget year (June 30).	Director/ Board Chair
School has sufficient reserves for unexpected	F.3.1	<i>How will the school grow its fund balance to ensure financial sustainability while also investing in resources</i>		

situation or for growth/investment programs.		<i>for students and teachers?</i>		
		The school has had a growing fund balance for the previous four years. With such small enrollment numbers, budgeting has been conservative. The school will continue to monitor enrollment and adjust the budget accordingly.	On an ongoing basis through the year.	Director/ Business Manager/ Board Finance Committee
Implementation of programming that focuses on student achievement.	O.1.2	<ul style="list-style-type: none"> • <i>Describe how the school will collect and use data to inform instruction, including problem solving for students who are struggling.</i> • <i>How will the school gather and report on data consistent with contractual goals and measures?</i> 		
		Yearly academic testing data will be used to modify curriculum and scheduling as appropriate.	Modifications to curriculum/scheduling would be at the semester or year basis as necessary.	School Staff/ Director
		Data collected through screening tests will be examined by ACDC in the child find process; students found to be struggling will either be scheduled for ADSIS or for Special Education evaluation as appropriate.	Intervention is an ongoing process through the year.	School Staff/ Director
		The school will develop data collection systems that align with the new contractual goals once finalized. The school will work with Audubon to ensure that the data being collected is what Audubon deems as sufficient in comparison to the wording of the contractual goals.	Data systems to be setup and approved by no later than the completion of fall NWEA.	School Staff/ Director

Board engages in appropriate decision-making and oversight through effective and transparent board meetings.	0.2.2	The school will comply with MN Open Meeting Law, especially as it pertains to evaluations and school board committees.	Ongoing	Board Chair
Board holds management accountable for clear and measurable outcomes.	0.2.3	<i>How will the school develop and document a formal policy, process, and timeline for evaluating school leadership?</i>		
		The school currently has an evaluation process; however, the board will formalize a timeline and document the process in a school leader evaluation policy.	By the start of the 2018-19 school year.	School Board
School complies with statutory and contractual requirement in regards to annual reports.	0.6.1	The school will submit its annual report on time and in compliance with ACNW expectations and statutory requirements.	November 1	Director/ Board Chair