

# CHARTER SCHOOL CONTRACT

Between

Osprey Wilds Environmental Learning Center

and

Discovery Woods – District #4198

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:

- o Encourage the use of different and innovative teaching methods;

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 Osprey Wilds Environmental Learning Center’s affidavit of intent to charter the School, dated January 11, 2011, a copy of which is attached as Exhibit A; and

WHEREAS, Osprey Wilds Environmental Learning Center and School previously entered into a charter school contract which expires on June 30, 2023; and

WHEREAS, Osprey Wilds Environmental Learning Center has conducted the performance evaluation of the School (see Exhibit O), considered the renewal of the School and approved the issuance of a charter contract to the School.

NOW, THEREFORE, Osprey Wilds Environmental Learning Center 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 Osprey Wilds and the School.
- (e) "Department of Education" means the Minnesota Department of Education.
- (f) "Osprey Wilds" means Osprey Wilds Environmental Learning Center.
- (g) "School" means Discovery Woods School located at 604 N 7th St, Brainerd, MN 56401 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 Osprey Wilds.
- (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. Outstanding Obligations from the Previous Contract

## ARTICLE II

### RELATIONSHIP BETWEEN THE SCHOOL AND OSPREY WILDS

Section 2.1. Voluntary Authorization. Osprey Wilds qualifies as an authorizer pursuant to Minnesota Statutes section 124E.05 Subd. 1. In granting this Contract, Osprey Wilds voluntarily exercises powers given to Osprey Wilds pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of Osprey Wilds' 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 Osprey Wilds nor an agent of Osprey Wilds. The relationship between the School and Osprey Wilds 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 Osprey Wilds and the School. Except as otherwise provided in this Contract, Osprey Wilds 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 Osprey Wilds. The School will never pledge the full faith and credit of Osprey Wilds 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 Osprey Wilds and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. Osprey Wilds will never pledge the full faith and credit of the School for the payment of any Osprey Wilds 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 Osprey Wilds, nor does the School have any authority whatsoever to make any

representations to lenders or third parties, that Osprey Wilds 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.

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

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

### **ARTICLE III**

#### **ROLE OF OSPREY WILDS**

Section 3.1. Oversight Responsibilities of Osprey Wilds. Osprey Wilds 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. Osprey Wilds 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 Osprey Wilds a fee for Osprey Wilds' 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 Osprey Wilds 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 Osprey Wilds 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 Preschool – 6 with a maximum total enrollment of 140 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. Osprey Wilds will monitor student academic performance and the academic culture at the school.

1. Regular Assessments. Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds the results of any other assessment data as requested by Osprey Wilds, but no more than quarterly. Osprey Wilds may compare the school's testing data to testing data of other comparable schools as determined by Osprey Wilds 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 Osprey Wilds, and this Contract will be amended to reflect the change.
5. Osprey Wilds Environmental Learning Center Annual Required Meetings. The School agrees to participate in Osprey Wilds Annual Required Meetings. Osprey Wilds 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. Osprey Wilds 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 Osprey Wilds of its professional development activities in its Annual Report.

(b) Site Visits. Osprey Wilds 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. Osprey Wilds may engage in scheduled and unscheduled site visits at such frequency as determined necessary or prudent by Osprey Wilds.

(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 Osprey Wilds for review and comment prior to adoption and implementation.

- 2) Osprey Wilds Initiated. If Osprey Wilds 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, Osprey Wilds shall determine the appropriate intervention. The intervention will be one of the following at the discretion of Osprey Wilds:
- (a) Notice to School Leader and/or Board Chair. Osprey Wilds may notify the school leader and/or board chair of area(s) of concern for correction. Osprey Wilds may specify a target date for correction.
  - (b) Formal Notice to School Board. Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds and the School Board shall authorize such investigator to provide status reports to and communicate with Osprey Wilds. Osprey Wilds shall specify a target date for correction which Osprey Wilds may, if circumstances warrant, amend.
  - (c) Notice to School Board of Charter Revocation/Termination. Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds. The school will furnish Osprey Wilds with monthly reports, through means determined by Osprey Wilds. 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 Osprey Wilds, the School will provide Osprey Wilds 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 Osprey Wilds, 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 Osprey Wilds or any representative of Osprey Wilds. Osprey Wilds will inform the School when it contacts the School's financial auditor or accounting service provider. Osprey Wilds will initiate contact with the School's financial auditor or accounting service provider only to fulfill its oversight responsibilities as determined by Osprey Wilds. Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds.

- (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 Osprey Wilds 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 Student Record System. The School will utilize the UFARS financial accounting principles and methods. The School will comply with the individual student record system used by the Minnesota Department of Education (e.g. Minnesota Accounting and Reporting Student System (MARSS), Ed-Fi).

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 Osprey Wilds. Osprey Wilds 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 Osprey Wilds, 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 Osprey Wilds. Osprey Wilds 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 Osprey Wilds and will include such information as Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds, 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 Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds of the School Board regular meeting schedule when requested by Osprey Wilds. The School agrees to inform Osprey Wilds 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 Osprey Wilds by October 1 of each year conflicts of interest statements for all board members and ex-officio board members in the form Osprey Wilds requires.

Section 6.21. Additional Reporting Obligations.

- a) Teacher Licensure. The School will advise Osprey Wilds, 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 Osprey Wilds's request. Osprey Wilds 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 Osprey Wilds or its designee in providing the access, information, and data Osprey Wilds requires at Osprey Wilds's sole discretion in executing this Contract. The School

understands and agrees that Osprey Wilds may contract with a third party to perform any of Osprey Wilds’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 Osprey Wilds or any representative of Osprey Wilds. Osprey Wilds will inform the School when it contacts the School's special education director. Osprey Wilds will initiate contact with the School's special education director only to fulfill its oversight responsibilities as determined by Osprey Wilds. Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds the authority to use the School's name and logo on the Osprey Wilds website, newsletters, or other materials including public reports solely for the purposes of identifying that the School is authorized by Osprey Wilds.

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. Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds, 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 Osprey Wilds 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 Osprey Wilds upon a determination by Osprey Wilds 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, Osprey Wilds may revoke/terminate or not renew this Contract, upon Osprey Wilds' 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 Osprey Wilds in its sole discretion;
- e) Osprey Wilds 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 Osprey Wilds in connection with Osprey Wilds'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. Osprey Wilds' process for revoking/terminating or not renewing the Contract is as follows:

- a) Notice of Intent to Revoke/Terminate or Not Renew. Osprey Wilds, 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 Osprey Wilds 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 Osprey Wilds. The School Board's failure to provide to Osprey Wilds a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to Osprey Wilds' proposed action.
- c) Informal Hearing. Upon receiving a timely written request for an informal hearing, Osprey Wilds shall give ten (10) business days notice to the School Board of the hearing date and time, and Osprey Wilds shall conduct such hearing.



- d) Plan of Correction. Osprey Wilds 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 Osprey Wilds 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, Osprey Wilds shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, Osprey Wilds 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. Osprey Wilds is not obligated to offer a Plan of Correction to the School.
  
- e) Withdrawal of Notice of Revocation/Termination or Nonrenewal. Osprey Wilds may withdraw its notice of intent to revoke/terminate or not renew if Osprey Wilds 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 Osprey Wilds decides to revoke/terminate or not renew the Contract, the revocation/termination or nonrenewal shall be effective on the date of Osprey Wilds' act of revocation/termination or nonrenewal, or at a later date as determined by Osprey Wilds, such date specified by Osprey Wilds in its determination of revocation/termination or nonrenewal. Osprey Wilds 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 non-renewal 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 Osprey Wilds 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. Osprey Wilds 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.

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

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

- (b) Transfer to a Different Authorizer. The School agrees to comply with Minnesota Statutes section 124E.10 Subd. 5. If Osprey Wilds consents to the School's request to transfer to a different authorizer, the School agrees to reimburse Osprey Wilds 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 Osprey Wilds, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide Osprey Wilds or its designee copies of all insurance policies required by this Contract, if requested by Osprey Wilds. Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds, if requested by Osprey Wilds.

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

## ARTICLE XII

### GENERAL TERMS

Section 12.1. Term of Contract. This Contract shall be effective July 1, 2023, and shall remain in full force and effect for five (5) academic years through the end of the 2027-2028 school year, and shall terminate on June 30, 2028, 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 Osprey Wilds:

Osprey Wilds Environmental Learning Center  
Attn: Director of Charter School Authorizing  
1730 New Brighton Blvd.  
Suite 104, PMB 196  
Minneapolis, MN 55413

If to School:

Discovery Woods  
Attn: Board Chair  
604 N 7th St  
Brainerd, MN 56401

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 Osprey Wilds 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 Osprey Wilds.

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 Osprey Wilds. 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 Osprey Wilds and Osprey Wilds 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, Osprey Wilds 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 Osprey Wilds, 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 Osprey Wilds, I hereby issue this Contract to the School as of the date set forth:

DATE: July 1, 2023

OSPREY WILDS ENVIRONMENTAL LEARNING CENTER

By: Erin E Anderson

Erin E. Anderson

Its: Director of Charter School Authorizing

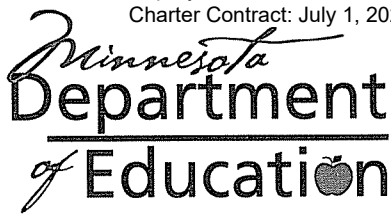
As the authorized representative of the School, I hereby certify that the School is able to comply with the Contract and all Applicable Law, and that the School, through its governing board, has approved and agreed to comply with and be bound by all of the terms and conditions of this Contract.

By: Dawn Verdon

Dawn Verdon

Its: Board Chair





January 11, 2011

*Via Email and U.S. Mail Delivery*

Steve Dess  
Audubon Center of the North Woods – Charter School Division  
43 Main Street SE  
Suite 238  
Minneapolis, MN 55414

Dear Mr. Dess:

This letter verifies approval of the new school affidavit submitted by Audubon Center of the North Woods (“Audubon”) to charter Discovery Woods Montessori School.

Per the attached letter dated October 5, 2009, Audubon needed to be approved as an authorizer before the new school’s provisional approval could become final. Since Audubon was approved to authorize charter schools on December 20, 2010, that date signifies “the commissioner’s approval of the authorizer’s affidavit” for Discovery Woods Montessori School per Minnesota Statutes, section 124D.10, subdivision 6.

The contact with the new school must be completed within 45 business days of the commissioner’s approval (by February 23, 2011) Additionally, Audubon shall submit to the commissioner a copy of the signed charter contract within ten business days of its execution.

Please submit Discovery Woods Montessori School’s chartering documents 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 Discovery Woods Montessori School.

Sincerely,

A handwritten signature in black ink that reads "Brenda Cassellius". The signature is fluid and cursive.

Brenda Cassellius, Ed. D.  
Commissioner

C: Courtney Neifert, Discovery Woods Montessori School (Email only)

Enc.



October 5, 2009

*Via Email and U.S. Mail*

Katie Kleese & Steve Dess  
Audubon Center of the North Woods  
P.O. Box 530  
Sandstone, MN 55072

Dear Ms. Kleese and Mr. Dess:

Congratulations! Audubon Center of the North Woods' request to authorize Discovery Woods Montessori School charter school has been provisionally approved according to the requirements set forth in Minn. Stat. § 124D.10.

Please note that because of recent changes to Minnesota's charter school laws enacted during the 2009 legislative session, this approval is considered provisional, pending the completion of the Minnesota Department of Education's ("Department") revised application process for approving authorizers. More information about this process is forthcoming shortly, and will be disseminated to you as soon as it is available. At that time, Audubon Center of the North Woods will need to meet the new standards for authorizers in order to receive final approval.

Accordingly, Discovery Woods Montessori School charter school is provisionally approved to serve students in kindergarten through grade six at one site in the Brainerd Lakes/Baxter area. With successful development during the planning period, Discovery Woods Montessori School charter school may begin serving students as early as the 2010-2011 school year.

Audubon Center of the North Woods will be responsible for providing primary oversight during the charter school's development and ongoing operation. Please note that as the charter school's board of directors engages in the process of developing the charter school to serve students, board members will be required to attend a **mandatory** Post-Approval Board Training on October 21 and 22, 2009 at the Minnesota Department of Education in Roseville.

Enclosed with this letter you will find:

- Discovery Woods Montessori School's application review feedback; and
- The Department's Post-Approval Board Training registration information.

Review feedback from the evaluation of your Minnesota Charter Public School & Federal Charter Schools Program Planning Grant application is summarized in the attached document. Audubon Center of the North Woods and Discovery Woods Montessori School charter school are encouraged to focus on areas that were identified by reviewers as needing improvement in the application, and to prioritize the further development of those areas.

Please contact Pat King at (651) 582-8655 or [patricia.k.king@state.mn.us](mailto:patricia.k.king@state.mn.us) if you have any questions. Congratulations again and best wishes for the success of Discovery Woods Montessori School charter school.

Sincerely,



Alice Seagren, Commissioner

CC: Courtney Neifert, Discovery Woods Montessori School  
Enc: Application Review Feedback  
Post-Approval Board Training registration information



## NEXT STEPS: NEW SCHOOL CHARTERING PROCESS

After the commissioner approves a new school affidavit, several critical steps must be completed to receive official charter school status. Minnesota Statutes, section 124D.10, subdivision 6 (2009) provides requirements for charter contracting.\* The checklist below outlines essential chartering tasks. While some steps may have already been undertaken, approved authorizers must verify with the Minnesota Department of Education (MDE) that chartering steps have been completed before a charter number can be assigned or a federal Charter Schools Program (CSP) Planning Grant awarded to the new school.

### ***Establish the School***

- Draft Articles of Incorporation.
- Submit Articles of Incorporation to the Minnesota Secretary of State's Office to earn a Certification of Incorporation.

### ***Following Receipt of Certificate of Incorporation***

- Apply to the Minnesota Department of Revenue for a Minnesota State Tax I.D. number (required) and a state sales tax exemption number (optional).
- Apply to the Federal Internal Revenue Service (IRS) for a Federal Employer Identification Number (FEIN).

### ***Create, Draft and Edit Documents***

- Draft the charter contract and, *before it is signed*, submit a final draft to David Hartman at [david.hartman@state.mn.us](mailto:david.hartman@state.mn.us) for review to ensure statutory requirements are addressed. See *Charter Contract Required Elements* on page 2 for additional information.
- Draft By-Laws – ultimately reviewed and adopted by the charter school's board of directors.

### ***Financial***

- Establish a bank account.
- Submit a completed Electronic Fund Transfer (EFT) Authorization Form to the Minnesota Management & Budget (instructions already issued under separate cover).

### ***Submit Final Contract***

- Submit the finalized, signed, and dated charter contract, along with the following documents, ***to MDE no later than ten business days after its execution***:
  - Board Roster – most current roster with officers identified and contact information provided for all members;
  - Copy of Certification of Incorporation and Articles of Incorporation approved by the Secretary of State's Office; and
  - Adopted By-Laws –approved by charter school's board of directors.

These final documents may be hand-delivered or sent via U.S. Mail to MDE:

MDE Charter Schools Office  
ATTN: Marsha Davis-Busch  
1500 Highway 36 West  
Roseville, MN 55113-4266

Or scanned and submitted via Email as separate PDFs to [marsha.davis-busch@state.mn.us](mailto:marsha.davis-busch@state.mn.us).

### **Charter Contract Required Elements:**

Minnesota Statutes, section 124D.10, subdivision 6 (2009), requires completion of a charter contract within 45 business days of the commissioner's approval of the authorizer's affidavit. The charter contract must be in writing and contain at least the following:

1. a declaration of the purposes in subdivision 1 that the school intends to carry out and how the school will report its implementation of those purposes;
2. a description of the school program and the specific academic and nonacademic outcomes that pupils must achieve;
3. a statement of admission policies and procedures;
4. a governance, management, and administration plan for the school;
5. signed agreements from charter school board members to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools;
6. the criteria, processes, and procedures that the authorizer will use for ongoing oversight of operational, financial, and academic performance;
7. the performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 15;
8. types and amounts of insurance liability coverage to be obtained by the charter school;
9. the term of the contract, which may be up to three years for an initial contract plus an additional preoperational planning year, and up to five years for a renewed contract if warranted by the school's academic, financial, and operational performance;
10. how the board of directors or the operators of the charter school will provide special instruction and services for children with a disability under sections 125A.03 to 125A.24, and 125A.65, a description of the financial parameters within which the charter school will operate to provide the special instruction and services to children with a disability;
11. the process and criteria the authorizer intends to use to monitor and evaluate the fiscal and student performance of the charter school, consistent with subdivision 15; and
12. the plan for an orderly closing of the school under chapter 308A or 317A, if the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract, and that includes establishing the responsibilities of the school board of directors and the authorizer and notifying the commissioner, authorizer, school district in which the charter school is located, and parents of enrolled students about the closure, the transfer of student records to students' resident districts, and procedures for closing financial operations.

**The contract must be completed within 45 business days of commissioner's approval and a signed copy of the signed charter contract must be submitted to the commissioner within ten business days of its execution.\*** A charter number cannot be assigned or a federal CSP Planning Grant awarded until all documents are received.

- Please contact David Hartman at (651) 634-2304 or [david.hartman@state.mn.us](mailto:david.hartman@state.mn.us) with questions regarding the chartering process.
- Please contact Cindy Murphy at (651) 582-8217 or [cindy.murphy@state.mn.us](mailto:cindy.murphy@state.mn.us) with questions regarding the federal CSP Planning Grant.

**\*If the contract is not completed and submitted to the commissioner per requirements of Minnesota Statutes, section 124D.10, subdivision 6 (2009), MDE reserves the right to nullify the commissioner's approval of the new school affidavit.**



Exhibit B

*NP-OR*

## Articles of Incorporation of Discovery Woods Montessori

The undersigned incorporator, being a natural person of full age, for the purpose of forming a not for profit corporation under Chapter 317A of the Minnesota Statutes, and all future laws amendatory thereof and supplementary thereto, hereby adopt the following Articles of Incorporation.

### ARTICLE I NAME

The name of the Corporation shall be Discovery Woods Montessori.

### ARTICLE II REGISTERED OFFICE

The location and registered office of the Corporation in the State of Minnesota is  
13986 Cherrywood Drive, Baxter, MN 56425.

### ARTICLE III INCORPORATORS

The name and address of the incorporator is:

Courtney K. Neifert  
13986 Cherrywood Drive  
Baxter, MN 56425

### ARTICLE IV ORGANIZATIONAL AUTHORITY

This Corporation is organized under the provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A.

ARTICLE V  
PURPOSE

5.1 The general purpose of this Corporation is to receive a fund or funds and real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part thereof exclusively for charitable, religious, literary or educational purposes, either directly or by distributions to organizations qualified as exempt under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended.

5.2 Without in any way limiting or restricting the purposes aforementioned, nor intending to enlarge or extend the same to include therein any activities other than such as are now or may hereafter be within the purposes of an organization exempt under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended, the following are illustrative of activities included within the authorized purposes of the Corporation:

- (01) To pursue its purposes and conduct and carry on any and all lawful business or activities in connection therewith or incidental thereto, or any part thereof, in the State of Minnesota, or in any other state, territory, or possession of the United States.

5.3 This nonprofit Corporation shall have the power to do such things now or hereafter permitted or authorized by the laws of the State of Minnesota and which are now or may hereafter be within the purposes of an organization exempt under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended.

5.4 No substantial part of the activities of the Corporation shall be carrying on of propaganda or otherwise attempting to influence legislation and the Corporation shall not

participate in or intervene in (including the publication or distribution of statements) the political campaign on behalf of any candidate for public office.

5.5 Notwithstanding any of the other provisions of these Articles of Incorporation or of any adopted Bylaw, the Corporation shall not take any action or carry on any activity not permitted to be taken or carried on by an organization exempt under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended. The Corporation shall not take any action or carry on any activity not permitted to be taken or carried on by an organization contribution to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1986, as amended.

ARTICLE VI  
PECUNIARY GAIN AND LOANS

The Corporation shall not afford pecuniary gain, incidentally or otherwise, to its members. No part of the net earnings of the Corporation shall inure to the benefit of any member, director, officer of the Corporation, or any private individual, except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its corporate purposes. The Corporation shall not lend any of its assets to any member, director, or officer of the Corporation.

ARTICLE VII  
DURATION

The duration of the Corporation shall be perpetual.



ARTICLE VIII  
BOARD OF DIRECTORS

The management and direction of the business and affairs of the Corporation shall be vested in a Board of Directors. The number, qualifications, term of office, method of election, powers, authority, and duties of the directors of the Corporation, the time and place of their meetings, and such other provisions with respect to them as are not inconsistent with the express provisions of these Articles of Incorporation shall be as specified in the Bylaws of the Corporation.

The term of office of each such member of the first Board of Directors shall be until the annual meeting in the year 2008, or until such director's successor shall have been elected or otherwise shall qualify.

The members of the Board of Directors of the Corporation shall be the only members of the Corporation. Each member of the Board of Directors of the Corporation automatically shall become and be a member of the Corporation concurrently with his or her becoming a member of such Board of Directors, shall continue to be a member of the Corporation for so long as he or she is a member of such Board of Directors, and automatically shall cease to be a member of the Corporation concurrently with his or her ceasing to be a member of the Board of Directors of the Corporation. Members of the Board of Directors shall have voting rights only as directors and shall have no voting rights as members.

ARTICLE IX  
PERSONAL LIABILITY

The members, officers and directors of the Corporation shall not be personally liable to any extent whatsoever for any debts or obligations of the Corporation.

ARTICLE X  
CORPORATE STOCK

The Corporation shall have no capital stock.

ARTICLE XI  
DISSOLUTION

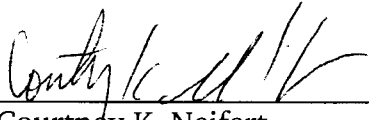
The Corporation may be dissolved in accordance with the laws of the State of Minnesota. Upon dissolution of the Corporation, and after the payment of all liabilities and obligations of the Corporation and all costs and expenses incurred by the Corporation in connection with such dissolution, and subject always to the further provisions of this Article XI, any remaining assets shall be distributed to and among such one or more corporations, associations, trusts, foundations, and institutions that are then in existence, that are organized and operated exclusively for one or more purposes described in Sections 170(c) (2) and 501(c) (3) of the Internal Revenue Code of 1986, that are described in Section 501(c) (3) and in Section 509(a) (1), (2) , or (3) of the Internal Revenue Code of 1986, and that are exempt from federal income taxes under Section 501 (a) of the Internal Revenue Code of 1986, all in such proportions as shall be determined (1) by the Board of Directors of the Corporation if the dissolution of the Corporation is not required by the laws of the State of Minnesota then in existence to be conducted under court supervision or (2) by a court of competent jurisdiction if the dissolution of the Corporation is required by the laws of the State of Minnesota then in existence to be conducted under court supervision. Notwithstanding anything apparently or expressly to the contrary hereinabove contained in this Article XI, if any assets are then held by the Corporation in trust or upon condition or subject to any executory or special limitation and if the condition or limitation occurs by

reason of the dissolution of the Corporation, such assets shall revert or be returned, transferred, or conveyed in accordance with the terms and provisions of such trust, condition, or limitation.

ARTICLE XII  
AMENDMENT OF ARTICLES

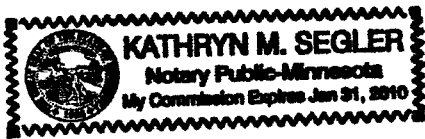
These Articles may be amended in the manner now or hereafter prescribed by law.

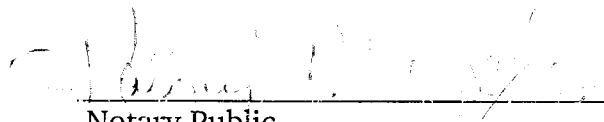
IN WITNESS WHEREOF, I have subscribed my name this 25<sup>th</sup> day of July, 2008.

  
\_\_\_\_\_  
Courtney K. Neifert

STATE OF MINNESOTA        )  
  )ss  
COUNTY OF CROW WING    )

On this 25<sup>th</sup> day of July, 2008, before me personally appeared Courtney K. Neifert, to me known to be the person described in, and who executed, the foregoing instrument, and acknowledged that she executed the same as her free act and deed.



  
\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
**FILED**

JUL 29 2008

  
Mark Ritchie  
Secretary of State

Business Services  
60 Empire Drive, Suite 100  
Saint Paul, MN 55103



Mark Ritchie  
Secretary of State

Office of the Secretary of State  
Packing Slip

July 29, 2008

CHARPENTIER & LANGE  
RAYMOND A. CHARPENTIER  
718 FRONT ST  
PO BOX 341  
BRainerd, MN 56401

Page 1 of 1

Client Account Number: 53741191  
Batch Number: 2946234

Document Number	Document Detail	Filing Number	Fee
29462340002	NP New Registration (DISCOVERY WOODS MONT		70.00
<b>Total Fees</b>			<b>\$70.00</b>

<u>Payment Type Received</u>	<u>Payment Reference Number</u>	<u>Amount Paid</u>
Check	28296	70.00
<b>Total Payments Received</b>		<b>\$70.00</b>

Any overage amount on account with our agency will be refunded after 60 days if not used.



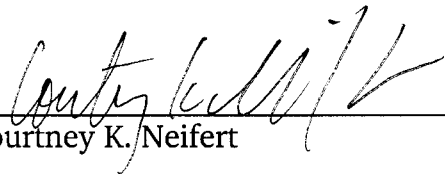
Visit our online services web page to discover timesaving, electronic methods of doing business! [www.online.sos.state.mn.us](http://www.online.sos.state.mn.us)

**WAIVER OF NOTICE  
OF  
ORGANIZATIONAL MEETING OF INCORPORATOR  
OF  
DISCOVERY WOODS MONTESSORI**

I, the undersigned, being the Incorporator of Discovery Woods Montessori, a not-for-profit corporation organized and existing under the laws of the State of Minnesota, do hereby waive all notice as provided by the laws of the State of Minnesota and do hereby consent to the organizational meeting of the Incorporator being held at 718 Front Street, Brainerd, Minnesota 56401, at 11:00 a.m.

I hereby consent to the transaction of any and all business that may come before the meeting.

Dated this 26<sup>th</sup> day of August, 2008.

  
\_\_\_\_\_  
Courtney K. Neifert

**MINUTES OF ORGANIZATIONAL MEETING  
OF  
INCORPORATOR  
OF  
DISCOVERY WOODS MONTESSORI**

An organizational meeting of the Incorporator of was held on the 26<sup>th</sup> day of August, 2008, at 11:00 a.m. at 718 Front Street, Brainerd, Minnesota 56401.

The sole Incorporator was present.

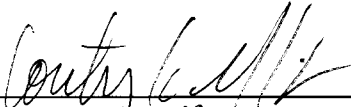
On motion duly made, seconded and unanimously adopted, the following individuals were elected as directors who shall hold office until the next regular meeting of Members and until such director's respective successor is elected and has qualified or until such director's earlier death, resignation, removal or disqualification:

Courtney K. Neifert  
Jody Carey  
Katherine Colgan

The Incorporator received a report on the activities of the Corporation since its formation.

On motion duly made, seconded and unanimously adopted, the past actions of the Incorporator on behalf of the Corporation were approved and ratified.

On motion the meeting was adjourned.

  
\_\_\_\_\_  
Courtney K. Neifert

# DISCOVERY WOODS SCHOOL BYLAWS

## ARTICLE I: NAME

**1.0** The name of the organization is Discovery Woods School, located in the City of Brainerd, County of Crow Wing, and State of Minnesota.

## ARTICLE II: PURPOSE

**2.0 General** The main purpose of the operations of this nonprofit organization is exclusively for public school education. The Board of Directors, subject to the rights of the voting members as provided by law and these Bylaws, shall govern the business and affairs of this corporation. Administration shall implement the policies of the Board in the day-to-day operations of Discovery Woods School.

### 2.1 Purpose of the Board of Directors

The purposes for which this Board is organized shall be:

- A. To provide leadership, set policy, and develop accountability practices that will ensure high student achievement.
- B. To represent the interests of the owners of the school, the taxpayers of the state of Minnesota, and the clients of the school, the students and their families.
- C. To guarantee that all school activities and business is conducted in a legal, ethical, and professional manner.
- D. To ensure the school is managed in a financially prudent manner.

## ARTICLE III: SCHOOL MEMBERSHIP

**3.0 Voting Members** Any person who is a legal parent or guardian, with the enrollment of his/her/their child(ren) in the school under its current admissions policies, are considered voting members. School faculty and staff are voting members. Members of the Board of Directors are also voting members. All voting members shall be of one class and have equal voting rights. Per §124E.07 Subd. 5. Statute states that "...all parents or legal guardians of children enrolled in the school are the voters eligible to



elect the members of the school's board of directors," not only the parents listed on the enrollment forms.

**3.1 Annual Meetings** The Annual Meeting of the voting members will be held once every spring during a month and a day that the school is in session. All voting members entitled to vote at an annual meeting are to sign a registration book prior to casting their ballot. Each voting member is entitled to cast one vote upon each matter submitted to a vote at a meeting of membership. Voting members may vote by written ballot, pursuant to a procedure to be developed by the Board of Directors. Proxy votes are not permitted. Absentee voting is permitted.

#### **ARTICLE IV: ELECTION PROCEDURES**

**4.0 Annual Election** The Board elections will be held in May of each year on a day that the school is in session. Voting members are defined in Article III, Section 3.0 above. Voting members will receive at least thirty (30) days advance notification of the school Board election date. All voting members entitled to vote shall sign a registration book prior to casting their ballot. Each voting member shall be entitled to cast one vote upon each matter submitted to a vote at a meeting of membership. Voting members may vote by written ballot, pursuant to a procedure to be developed by the Board of Directors. Proxy votes are not permitted. Absentee voting is permitted. Nothing in this section shall prohibit a ballot write-in candidate.

**4.1 Nominations** Any voting member may insert his or her own name into nomination, or that of any other person who agrees to serve.

**4.2 Write-ins** All write-in candidates who wish to join as a Board member will be required to first submit a candidate profile to the Board and be accepted onto the Board by a two-thirds ( $\frac{2}{3}$ ) vote.



**4.3 New Board Members** Newly elected Board members will begin their official term at the July Board meeting (pending a background check). Organizational Meeting Annual Designations shall be held in July. A vacancy occurring on the Board during the year term of the Board member, by means of resignation or removal of a Board member, may be appointed to the seat by the remaining Board members and shall serve the unexpired portion of the term. If a new Board member is appointed between election cycles, she/he/they must submit a candidate profile and be approved by two-thirds ( $\frac{2}{3}$ ) vote of the Board of Directors prior to Board membership.

## **ARTICLE V: BOARD MEMBERS**

**5.0 Board of Directors** The Board of Directors shall consist of a minimum of five (5) non-related Board members, preferably containing an odd number of Board members and a maximum of eleven (11) Board members.

**5.1 Membership of the Board** The school Board must consist of at least one Minnesota state licensed teacher employed by the school, one parent/legal guardian of a student currently enrolled in the school and not employed by the school, and one community member who is not employed by the school and does not have a child enrolled. The chief financial officer and school administrator may only serve as ex-officio non-voting Board members. No Charter School employees shall serve on the Board of Directors other than licensed teachers. Contractors providing facilities, goods, or services to the Charter School shall not serve on the Board of Directors of the Charter School. Continuation of a Board member's service, if their designation changes during their term, must be approved by the Board.

## **5.2 Changes to Board Structure**

Per MN §124E.07 Subd. 4

A board may change its governance structure only:

(1) by a majority vote of the board of directors and a majority vote of the licensed teachers employed by the school as teachers, including licensed teachers providing instruction under a contract between the school and a cooperative; and

(2) with the authorizer's approval.

Any change in board governance structure must conform with the board composition established under this section.

**5.3 Member Terms** Each Board member shall hold office for a term of three (3) years. Their terms shall be staggered so that approximately one third ( $\frac{1}{3}$ ) of the positions on the Board shall terminate annually. A Board member may hold a maximum of two (2) consecutive terms. Board will designate the following positions:

1. Chair
2. Vice-Chair
3. Treasurer
4. Secretary

**5.4 Annual Designation of Officers** A Board Chair may hold a maximum of two (2) consecutive terms (or 6 years) with an optional (1) year transition period. The Vice Chair shall assume the duties of Board Chair in case of the absence, death, resignation, disability, removal, or disqualification of the Board Chair. The Vice Chair shall perform the duties of the Board Chair until the Board Chair shall resume his/her/their office or a successor Board Chair has been elected. Teachers that are Vice Chairs acting as Board Chair may hold position for a maximum of (6) consecutive months.

**5.5 Committees** Within the limitations of the laws of this state and the Bylaws of this corporation, the Board of Directors has the authority to delegate managerial duties to individuals and/or committees created by the Board and/or these Bylaws. The Board of Directors must include committee meeting notes in the regular Board meeting minutes

per Open Meeting Law (MN Statute 13D). Also according to statute 13D, committee meetings are open to the public and information including the time, date, and location of committee meetings will be listed on the school website, along with access information if the meetings are held virtually. Committee meetings must also be called and noticed in accordance with MN Open Meeting Law.

**5.6 Training** Charter School Board members must attend at least one annual training throughout the member’s term on the board. All new board members must attend initial training on the board’s role and responsibilities, employment policies and practices, and financial management. New board members who do not begin the required initial training within six months after being seated and complete that training within 12 months of being seated on the board are automatically ineligible to continue to serve as a board member as noted in M.S. 124E.07, Subd. 7.

**5.7 Attendance** Board members are expected to attend all board meetings and arrive on time to all meetings. If a Board member misses more than three (3) meetings in one year, the Board chair may propose a dismissal of the Board member.

## **Article VI: MEETINGS**

**6.0 Meeting Schedule** The meeting schedule for the school year shall be determined at the first meeting in July. The Board may call additional meetings. Meeting dates may be changed provided required notice is given to those involved. All meetings shall be open except for those that are required or permitted by law to be closed. All closed meetings, except those closed by attorney-client privilege, will be recorded and kept for four years. Meetings shall comply with Minn. Statute 13D, the Open Meeting Law.

**6.1 Special Meeting** A special meeting of the Board of directors may be called at any time of the Board of Directors by the Board Chair or by the request of two (2) Board members. Notification of a special meeting of the Board shall be no fewer than five (5)

days before the meeting by public posting and/or newsletter and/or by first class postal service mailed seven (7) days prior to the meeting. Only subjects listed on the agenda shall be acted upon at the meeting.

**6.2 Quorum** A majority of the Board members currently holding office constitutes a quorum. Regular meetings of the Board of Directors shall be held at least monthly at a time and place to be set by the Board. The regular meetings shall be open to the voting membership. The Board may adopt a policy regarding a membership open forum.

**6.3 Parliamentary Procedure** Robert’s Rules of Order shall govern meetings.

### **Article VII: AMENDMENTS**

**7.0** The Board of Directors shall have the power to alter, amend, or repeal the bylaws, and new bylaws may be adopted by majority vote of the Board members present at a regular or special meeting. The Board may take these actions by providing written notice of at least 10 days prior to the meeting.

### **Article VIII: CONFLICT OF INTEREST**

**8.0** No member of the Board of Directors, employee, officer, or agent of a Charter School shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. No Board member may vote on any matter that could result in personal financial gain or loss.

*A conflict exists when*

- (1) the Board member, employee, officer, or administrator;
- (2) the immediate family of a Board member, employee, administrator
- (3) the partner of the Board member, employee, administrator; or
- (4) an organization that employs, or is about to employ any individual in clauses 1-3

*has a financial or other interest in the entity with which the Charter School is contracting. A violation of this prohibition renders the contract void.*

**8.1** The conflict of interest provisions under this section do not apply to compensation paid to a teacher employed as a teacher by the Charter School or a teacher who provides instructional services to the Charter School through a cooperative formed under chapter 308A when the teacher also serves on the Charter School Board of Directors.

**8.2** A Charter School Board member, employee, or officer is a local official for purposes of section 471.895 with regard to receipt of gifts as defined under section 10A.071, subdivision 1, paragraph (b). A Board member, employee, or officer must not receive compensation from a group health insurance provider. 124E.07

### **Article IX: STATEMENT OF NON-DISCRIMINATION**

**9.0** Discovery Woods School will not discriminate on the basis of national origin, race, sex, sexual orientation, socioeconomic status, disability status, marital status, gender identity, religion, age, or any other classification protected by law in the delivery of public education, athletics programs, or employment, as an employer and public educational institution.

## **Exhibit D: Description of Educational Program**

**Mission Statement:** *To provide Brainerd Lakes Area families a choice for quality elementary education centered around the individual needs of the child with a focus on the environment.*

**Vision Statement:** *Discovery Woods is dedicated to educational excellence, environmental stewardship, and personal growth. Our students will have the foundation to be critical thinkers and responsible citizens.*

Discovery Woods is developing and improving use of evidence-based academic programs and practices. For English language arts in Kindergarten, Montessori language materials and Heggerty are used to build both phonemic awareness and phonics foundational skills. Kindergarten students also receive explicit writing instruction in small groups every week. The Flyleaf Publishing curriculum is used for English language arts in grades one and two. Students in 1st and 2nd grade continue to build a strong foundation in phonemic awareness and phonics, as well as participate in reading and writing activities around authentic decodable texts. Bookworms is used as the English language arts curriculum in grades 3-6. This curriculum focuses heavily on vocabulary and knowledge building using high-quality texts. Bookworms also has a strong writing component in the curriculum. For those students in grades three and four who have not yet mastered foundational reading skills, a differentiated instructional time is provided to help fill foundational gaps for some students while providing other needed skills or enrichment for others. The math curriculum consists of Montessori materials and lessons, standards-based guided math lessons, Moving with Math lessons and manipulatives, and intervention materials from the Fastbridge benchmark assessment program. Teachers use standards-led, phenomenon-based science lessons from different sources including top rated units from Open-Sci Ed at the 5<sup>th</sup> and 6<sup>th</sup> grade levels. Social studies is implemented within the English language arts curriculum and as a separate subject area to meet standards at each grade level.

Environmental Education is another important piece of Discovery Woods' mission and vision. Our students receive EE lessons on a weekly basis by lead classroom teachers. Discovery Woods has a staffed position for an EE coordinator who helps guide the classroom teachers and arranges some form of EE training for the classroom teachers during the school year.

Both the independent student led way of learning and environmental education give Discovery Woods students the foundation to be lifelong learners and responsible leaders. The interesting learning materials, lessons geared toward discovery and freedom with responsibility culture to choose work and to collaborate with peers and adults allow children to retain their love of learning while practicing important executive function skills. The multi-age groupings and small family-like school allow children to practice social skills and leadership in a safe environment. Parents choose this school because they believe their children will learn more, will gain more awareness, will gain more social confidence and/or will get more individualized attention at Discovery Woods than they would at any other Brainerd area school.

Discovery Woods operates a preschool program that combines kindergarteners and preschoolers in an integrated Montessori Children's House program. Multi-age classrooms are an important component of successful Montessori instruction. Integrating preschoolers age 33

months to 5 years of age strengthens the charter kindergarten program by offering the full Montessori prepared environment encompassing specialized learning equipment (manipulatives) and Montessori trained staff. Preschoolers and kindergarteners both benefit from each other in a Montessori classroom designed to encourage individualized intellectual, physical and social growth. The Discovery Woods preschool program supports the district mission and vision by strengthening the quality of kindergarten education and giving kindergartners the opportunity to develop leadership skills in a multi-age classroom. The

preschool also supports Discovery Woods enrollment by reaching out to parents that are looking for a first educational experience for their child. Families may enroll in Discovery Woods for preschool and discover they prefer a Montessori Philosophy and choose to continue their child's education with us. Oftentimes, many parents have decided to forgo the traditional school and instead choose Discovery Woods after experiencing our high quality preschool.

Kindergarten at Discovery Woods is a very important year for students because it forms the foundation of their education within a Montessori setting. The year is only strengthened by the inclusion of preschoolers. This environment offers countless opportunities to develop leadership skills and responsibility. A child who has been in the Montessori classroom for preschool has watched other children become the leaders in class and looks forward to the time that they will be that leader. If the child transfers to a traditional Kindergarten classroom, they are on equal footing with all of the other five year old students, and this opportunity to be a leader is missed.

Discovery Woods believes all children can benefit from high quality early childhood programming. The school provides highly qualified teachers and three schedule options to attract a variety of families to enroll their child in the Discovery Woods preschool program. Parents can choose a 5-day morning, 3-day school day or 5-day school day option. Discovery Woods is now Parent Aware four-star rated having the ability to give families access to scholarships to better equip all varieties of families to attend our preschool program. All preschool students attend during the 8:30-11:30 "Great Period" academic time where developmentally appropriate lessons and activities are presented in daily living skills, social skills, math, language, geography, history and science. Preschoolers that stay the entire school day will have lunch and recess with their Children's House classmates, followed by more activity time with their fellow preschoolers until the end of the day.



## **Exhibit E: Description of Additional Programs**

Updated: April 24, 2023

### **Additional Program #1: Discovery Woods After School Program**

Discovery Woods offers an after school program from school dismissal until 5:30 pm on all school days. The purpose of this program is to provide a safe, fun and healthy environment for children of families that need supervised care for longer hours than a school day provides. Offering an after care school program makes Discovery Woods an option for families that are in the workforce or that live a significant distance from the school. The after school program provides a time and place for active play, arts and crafts, reading, games, and enrichment through computer educational programs. A healthy snack is provided daily in after school care. The after school care program is available to any enrolled student in preschool through 6th grade on a fee basis.

### **Additional Program #2: Discovery Woods Summer Camp Program**

Discovery Woods strives to have summer camps for enrolled children Grades 1-6. Each camp requires a minimum enrollment and are designed to be financially accessible to all families. The goals of our camps include work to support our school Environmental Education Goals, support our mission and vision statements, and to reduce regression of academic skills over the summer. Summer camps give our students and community members opportunities to connect with nature in a meaningful way and increase our visibility as an educational option in the Brainerd area.

### **Additional Program #3: Discovery Woods Summer Preschool Program**

Discovery Woods is hoping to expand their preschool program to the summer. The purpose of this program is to provide a safe, fun and healthy environment for children of families that need supervised care year round. Offering a summer preschool program makes Discovery Woods an option for families that are in the workforce and to reduce regression of academic skills over the summer as well as making sure students are ready for kindergarten.

## Exhibit F: Statutory Purposes

The primary purpose of Discovery Woods is to improve all pupil learning and all student achievement. Discovery Woods will report its implementation of the primary purpose in its annual report.

Discovery Woods improves student learning in a variety of ways. Foremost in improving learning is the Montessori philosophy, which uses an individualized approach to meet the academic and social needs of each child. Lessons are given individually, in small groups, and large group, students keep track of their assignments and meet frequently with the teacher to discuss progress. Responsibility to choose academic activities, track assignments and cooperate with peers is given to students so that they can improve executive function skills, an important predictor of success. Students are able to show their best work by sharing it with their class at gathering times, displaying it in the hallway and sharing it with families during events. Discovery Woods takes children where they are and works to advance their skills. We have the flexibility to meet all children's needs. Discovery Woods uses multi-age groupings, a vast variety of materials, and books that allow a child to practice skills and explore their interests. Discovery Woods can capitalize on this flexibility further in some cases by sending a child with advanced skills to another classroom for lessons meant for older children or supporting a student that needs extra social or academic encouragement in a classroom with younger children while maintaining that student in his/her age-based grade. These techniques improve learning for students, but don't always translate to better standardized test scores. Discovery Woods gives options to students who have trouble learning in traditional settings or don't feel like their needs are being met in the large elementary schools in the local district. The hands-on manipulatives and freedom to move about the classroom entices some children to progress that would otherwise lose interest or give up on studying. Discovery Woods helps lower-performing students improve their learning, even though it may be far below the norm and do not meet the standard.

Struggling students get further support through additional services Discovery Woods provides. The school utilizes Title I funding to give identified children extra instruction. Discovery Woods holds frequent Response to Intervention (RtI) and Child Study meetings of collaboration with teachers, special education staff and special education experts through the Paul Bunyan Cooperative, the school's special education director, to identify and support children with special needs.

Discovery Woods uses Title I and Special Education to improve pupil learning to regular instruction, but considers the methods listed above and the use of the outdoors the school's best and mission-fulfilling educational tools. Discovery Woods describes its implementation of the Montessori philosophy, environmental education, Title I, and special education services in each annual report.

The additional purpose(s) of Discovery Woods is (are) to (check all that apply; the school must choose at least one additional purpose):

- Increase learning opportunities for all pupils.
- Encourage the use of different and innovative teaching methods.
- Measure learning outcomes and create different and innovative forms of measuring outcomes.
- Establish new forms of accountability for schools.

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

Discovery Woods will report its implementation of this additional purpose in its annual report.

Discovery Woods uses inspiration of the Montessori Method, now over 100 years old and the most widespread educational method in the world, yet considered innovative as it is not the typical technique used in the United States. Our teachers offer choice, allow for collaboration between students and they teach both local and global experiences which allows students to interact with the real world. Teachers are flexible but have high expectations and they challenge in fun ways. Teacher use many learning methods including inquiry-based and project-based learning. Teachers use a child-centered approach to teaching and guide rather than instruct and they try to link each student with activities that meet his interests, needs and developmental level.

**Discovery Woods**  
**Exhibit G: Academic and Academic-Related Goals**  
**Contract Period July 1, 2023 through June 30, 2028**

As articulated in MN Stat. 124E.10, Subd. 1(b), "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, Osprey Wilds ELC 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 improving 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 Possible	Points Earned	% Earned
1: Mission Related Outcomes	6	0	0.0%
2: English Language Learners	N/A	N/A	N/A
3: Reading Growth	22	0	0.0%
4: Math Growth	22	0	0.0%
5: Reading Proficiency	18	0	0.0%
6: Math Proficiency	18	0	0.0%
7: Science Proficiency (and Growth)	6	0	0.0%
8: Other Proficiency or Growth	2	0	0.0%
9: Post-Secondary Readiness	N/A	N/A	N/A
10: Attendance	6	0	0.0%
<b>Overall</b>	<b>100</b>	<b>0</b>	<b>0.0%</b>

#### Indicator 1: Mission Related

**6 Points**

*School Goal: Over the period of the contract, students at Discovery Woods (DW) will demonstrate growth in environmental stewardship as measured by environmental education projects*

Performance Ratings	Measure 1.1 – 6 Points: In FY23-FY27, 80% of students grades K-6, in aggregate, will receive a passing score on a post-trip assessment* after attending an Environmental Education field trip.	Result:
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 90%.	
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 80%.	
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 70%.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	

\*Post-trip assessment and/or rubric will be submitted to OW for review, as well as examples of 'passing' and 'not-passing' assessments.

Points Possible	Points Earned	% Earned
6	0	0.0%

#### Indicator 2: English Language Learners

**N/A Points**

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

**22 Points**

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

<b>Performance Ratings</b>	<b>Measure 3.1 [CCR] – 1 Point:</b> From FY23-FY27, the overall percentage of students whose achievement level on the statewide assessments for reading (as measured by North Star Academic Progress) improved on statewide assessments is equal to or greater than the state.		<b>Result:</b> 54
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage equal to or greater than that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is within 10 percentage points of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 3.2 [CCR] – 2 Points:</b> From FY23-FY27, the overall percentage of students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for reading (as measured by North Star Academic Progress) is equal to or less than the state.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage less than or equal to that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is no more than 10 percentage points greater than that of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 3.3 [CCR] – 19 Points:</b> From FY23-FY27 the aggregate percentage of students in grades K-6 who meet or exceed their individual growth goal from fall to spring as measured by the STAR Reading or FastBridge assessment will be at least 50%.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 60.0%.		
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 50.0%.		
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40.0%.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>22</b>	<b>0</b>
		<b>% Earned</b>	<b>0.0%</b>

**Indicator 4: Math Growth**

**22 Points**

<b>School Goal: Over the period of the contract, students at DWS will demonstrate growth in math as measured by state assessments and nationally normed assessments.</b>			
<b>Performance Ratings</b>	<b>Measure 4.1 [CCR] – 1 Point:</b> From FY23-FY27, the overall percentage of students whose achievement level on the statewide assessments for math (as measured by North Star Academic Progress) improved on statewide assessments is equal to or greater than the state.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage equal to or greater than that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is within 10 percentage points of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 4.2 [CCR] – 2 Points:</b> From FY23-FY27 the overall percentage of students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for math (as measured by North Star Academic Progress) is equal to or less than the state.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage less than or equal to that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is no more than 10 percentage points greater than that of the state.		

<b>Does Not Meet Target (x0.0)</b>		The school did not meet the criteria for any of the ratings above.			55
<b>Performance Ratings</b>	<b>Measure 4.3 [CCR] – 19 Points: From FY23-FY27, the aggregate percentage of students in grades K-6 who meet or exceed their individual growth goal from fall to spring as measured by the STAR Math or FastBridge assessment will be at least 50%.</b>				<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 60.0%.				
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 50.0%.				
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40.0%.				
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.				
				<b>Points Possible</b>	<b>Points Earned</b>
				<b>22</b>	<b>0</b>
				<b>% Earned</b>	<b>0.0%</b>

**Indicator 5: Reading Proficiency**

**18 Points**

<b>School Goal: Over the period of the contract, students at DWS will demonstrate proficiency in reading as measured by state assessments.</b>					
<b>Performance Ratings</b>	<b>Measure 5.1 [RG3] – 3 Points: From FY23-FY27, the school’s aggregate proficiency index score for students in grades 3-6 will be maintained or increase from the baseline proficiency index score (FY18, FY19, and FY22 baseline – 58.7) OR will be equal to or greater than that of the state for the same grades (3-6).</b>				<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the state’s score.				
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score equal to or greater than the baseline score OR is greater than the state’s score.				
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10 points of the baseline score OR is within 10.0 points of the state’s score.				
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.				
<b>Performance Ratings</b>	<b>Measure 5.2 [AGC] – 2 Points: From FY23-FY27, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (3-6).</b>				<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.				
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is equal to or greater than the state’s score.				
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.				
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.				
<b>Performance Ratings</b>	<b>Measure 5.3 [AGC] – 2 Points: From FY23-FY27, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be equal to or greater than that of the local district (Brainerd) for the same subgroup and the same grades (3-6).</b>				<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points greater than than the district’s score.				
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is equal to or greater than the district’s score.				

<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10 points of the district's score.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			56
<b>Performance Ratings</b>	<b>Measure 5.4 [AGC] – 2 Points:</b> From FY23-FY27, the school's aggregate proficiency index score for students in the Special Education subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (3-6).			<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.			
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is equal to or greater than the state's score.			
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the state's score.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			
<b>Performance Ratings</b>	<b>Measure 5.5 [CCR] – 9 Points:</b> From FY23-FY27, the aggregate percentage of students in grades K-2 who are at low risk or above in FastBridge Reading assessment, and 3-6 who meet or exceed their grade level equivalency in spring according to STAR reading assessment, will be greater than 50%.			<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 65%.			
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 50%.			
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40%.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			
		<b>Points Possible</b>	<b>Points Earned</b>	<b>% Earned</b>
		<b>18</b>	<b>0</b>	<b>0.0%</b>

**Indicator 6: Math Proficiency**

**18 Points**

<b>School Goal: Over the period of the contract, students at DWS will demonstrate proficiency in math as measured by state assessments.</b>				
<b>Performance Ratings</b>	<b>Measure 6.1 [CCR] – 3 Points:</b> From FY23-FY27, the school's aggregate proficiency index score for students in grades 3-6 will be maintained or increase from the baseline proficiency index score (FY18, FY19, and FY22 baseline – 41.9) OR will be greater than that of the state for the same grades (3-6).			<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the state's score.			
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score equal to or greater than the baseline score OR is greater than the state's score.			
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10 points of the baseline score OR is within 10.0 points of the state's score.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			
<b>Performance Ratings</b>	<b>Measure 6.2 [AGC] – 2 Points:</b> From FY23-FY27, the school's aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (3-6).			<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.			
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.			



<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score within 10.0 points of the state's score.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			57
<b>Performance Ratings</b>	<b>Measure 6.3 [AGC] – 2 Points:</b> From FY23-FY27, the school's aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be equal to or greater than that of the local district (Brainerd) for the same subgroup and the same grades (3-6).			<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points greater than than the district's score.			
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is equal to or greater than the district's score.			
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10 points of the district's score.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			
<b>Performance Ratings</b>	<b>Measure 6.4 [AGC] – 2 Points:</b> From FY23-FY27, the school's aggregate proficiency index score for students in the Special Education subgroup will be equal to or greater than that of the state for the same subgroup and the same grades (3-6).			<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.			
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is equal to or greater than the state's score.			
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score within 10.0 points of the state's score.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			
<b>Performance Ratings</b>	<b>Measure 6.5 [CCR] – 9 Points:</b> From FY23-FY27, the aggregate percentage of students in grades K-2 who are at low risk or above in FastBridge Math assessment, and students in grades 3-6 that meet or exceed state standards in STAR Math assessment in the spring, will be at least 50%.			<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 65%.			
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 50%.			
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40%.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			
		<b>Points Possible</b>	<b>Points Earned</b>	<b>% Earned</b>
		<b>18</b>	<b>0</b>	<b>0.0%</b>

**Indicator 7: Science Proficiency**

**6 Points**

<b>School Goal: Over the period of the contract, students at DWS will demonstrate proficiency in science as measured by state assessments.</b>				
<b>Performance Ratings</b>	<b>Measure 7.1 [CCR] – 5 Points:</b> From FY23-FY27, the school's aggregate proficiency index score for students in grade 5 will maintain or increase from the baseline proficiency index score (FY18, FY19, and FY22 baseline – 60.5) OR will be greater than that of the state for the same grade (5).			<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points greater than the baseline score OR is at least 5.0 points above the state's score.			
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score equal to or greater than the baseline score OR is greater than the state's			
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10 points of the baseline score OR is within 10.0 points of the			

<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			58
<b>Performance Ratings</b>	<b>Measure 7.2 [CCR] – 1 Point:</b> From FY23-FY27, the school’s aggregate proficiency index score for students in grade 5 will be equal to or greater than that of the district for the same grade (5).			<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points greater than than the district’s score.			
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is equal to or greater than the district’s score.			
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10 points of the district’s score.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			
		<b>Points Possible</b>	<b>Points Earned</b>	<b>% Earned</b>
		<b>6</b>	<b>0</b>	<b>0.0%</b>

**Indicator 8: Proficiency in Other Curricular Areas**

**2 Points**

<i>School Goal: Over the period of the contract, preschool students at DWS will demonstrate readiness for kindergarten as measured a curriculum based measure.</i>				
<b>Performance Ratings</b>	<b>Measure 8.1 [R4K] – 2 Points:</b> From FY23-FY27, the aggregate percentage of preschool students who have mastered 50% of the ready for Kindergarten skills on the school implemented Parent Aware approved assessment will be 85%.			<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The aggregate percentage is 95%.			
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 85%.			
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 70%.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			
		<b>Points Possible</b>	<b>Points Earned</b>	<b>% Earned</b>
		<b>2</b>	<b>0</b>	<b>0.0%</b>

**Indicator 9: Post-Secondary Readiness**

**2 Points**

The school does not have a contractual goal in this indicator area as it does not serve high school students.

**Indicator 10: Attendance**

**6 Points**

<i>School Goal: Over the period of the contract, students at DWS will attend the school at high rates.</i>				
<b>Performance Ratings</b>	<b>Measure 10.1 – 6 Points:</b> From FY23-FY27, the average of the school’s annual consistent attendance rates will be equal to or greater than the state.			<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The average of the school’s annual attendance rates is 90% or greater.			

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<b>Meets Target (x1.0)</b>	The average of the school's annual attendance rates is equal to the state.			
<b>Approaches Target (x0.5)</b>	The average of the school's annual attendance rates is within 5% of the state.			59
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			
		<b>Points Possible</b>	<b>Points Earned</b>	<b>% Earned</b>
		<b>6</b>	<b>0</b>	<b>0.0%</b>

## **Exhibit H: Discovery Woods Environmental Education Goals**

### **EE Performance Indicator 1: Awareness**

1. 90% of students at Discovery Woods have the awareness, or are increasing their awareness, of the relationship between the environment and human life as measured by curriculum-based measures across the contract period.

### **EE Performance Indicator 2: Knowledge**

2. 80% of students at Discovery Woods have the knowledge, or are increasing their knowledge, of human and natural systems and processes as measured by curriculum-based measures across the contract period.

### **EE Performance Indicator 3: Attitudes**

3. 75% of students at Discovery Woods have an attitude, or are increasing their attitude of, appreciation and concern for the environment as measured by curriculum-based measures across the contract period.

### **EE Performance Indicator 4: Skills**

4. 90% of students at Discovery Woods have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life as measured by curriculum-based measures across the contract period.

### **EE Performance Indicator 5: Action**

5. 70% of students at Discovery Woods demonstrate the capacity, or are increasing their capacity, to work individually and collectively toward sustaining a healthy natural environment as measured by curriculum-based measures across the contract period.

The school will develop an Environmental Literacy Plan (ELP) that will specify the curriculum-based measures. The ELP will be submitted to Osprey Wilds annually no later than September 1 for the current school year and is subject to approval by Osprey Wilds. If the ELP does not satisfactorily meet Osprey Wilds' expectations for environmental education as determined by Osprey Wilds, the ELP will need to be revised until such expectations are met.

Adopted: March 21, 2019  
Revised: December 19, 2022

## **DISCOVERY WOODS SCHOOL ADMISSIONS POLICY 9.01**

### **I. PURPOSE**

The purpose of the Student Admissions Policy is to describe the Discovery Woods School lottery procedure, waitlist procedure, admissions procedure, and classroom placement guidelines.

### **II. POLICY STATEMENT**

This policy establishes guidelines for admission into Discovery Woods School that are consistent with the admission requirements of Minnesota Statutes §124D.10 and other applicable laws.

### **III. GENERAL POLICY**

- A. The Discovery Woods school board will establish admissions limits by grade each year.
- B. Discovery Woods will publicly advertise enrollment openings for at least two weeks. The application deadline will be determined by the board each year at least a month in advance and noted in the advertisements.
- C. Discovery Woods School shall enroll any eligible student who submits a timely application, unless the number of applications exceeds the capacity of the class, grade level or building. In this case, students must be accepted by lottery.
- D. Discovery Woods School shall not discriminate against any student based on race, color, ethnicity, sex, age, national origin, ancestry, religion or creed, status with regard to public assistance, sexual orientation, disability, intellectual ability, prior measures of achievement or aptitude, athletic ability, or for any other basis that would be unlawful for a public or charter school.
- E. Discovery Woods School shall not seek any information about any applicant that may be used to discriminate against the applicant in either school's policies or governing laws. This does not preclude the school from seeking such information for a lawful purpose about a student after the student has been admitted.
- F. Once a student is enrolled in the school, the student is considered enrolled in the

school until the student formally withdraws or is expelled under the Pupil Fair Dismissal Act.

#### **IV. LOTTERY PROCEDURE**

A. Applications received before the application deadline will be assigned a number at random to be used for identification in the lottery.

B. Students that are children of staff currently working at Discovery Woods will be given preference for enrollment.

1. Foster students are given first preference and students that are siblings of currently enrolled students will be given preference for enrollment even over children of staff members.
1. Current Discovery Woods preschool students are not given preference for enrollment into kindergarten.

D. A special meeting will be designated to publicly hold the application lottery. All applications received prior to the application deadline will be chosen by lot using the random number assignment.

E. The lottery will continue after all available openings have been filled by grade so that a waitlist can be generated. Students whose applications were not selected to fill one of the available openings in the school will be offered a place on the numbered waitlist.

#### **V. WAITLIST PROCEDURE**

A. When a spot becomes available at Discovery Woods, students on the waitlist will be offered the opportunity to enroll in order of their place on the list.

B. A new waitlist will be generated each year there are more applicants than available spaces. Parents must apply each year before the application deadline if they want their child to be entered into the application lottery.

#### **VI. ADMISSIONS PROCEDURE**

A. A student will be admitted for enrollment if s/he meets the age criteria for the grade indicated on the child's enrollment application (See section VII for Early Admittance to Kindergarten and 1st grade policy guidelines).

#### **VII. EARLY ADMITTANCE TO KINDERGARTEN AND FIRST GRADE**

A. Kindergarten Lottery

1. Openings will first be filled by students who have qualified for preference status and have a completed Enrollment Application on file prior to the lottery date.

2. All Enrollment Applications will be subject to the general lottery process, which is held in February each year.
3. Kindergarten preference will be honored by lottery sequence number.
4. Applications submitted after the admissions lottery will be given a placement in kindergarten if the class is not yet filled, or a wait list number in the order applications are received if the class is full at the time of application.

#### B. Kindergarten Eligibility

1. Students should be age 5 before September 1st to be eligible for Kindergarten. Students age 5 after September 1st will not be eligible for Kindergarten (see exception below) and the school shall contact the parent and inform them that their child's registration will be held for the next Kindergarten lottery (the following year).
2. A parent may voluntarily retain their eligible child from entering Kindergarten and request the school to hold their child's application form for the next school year to be placed in the general lottery.

#### C. First Grade Eligibility

1. In order to be eligible to enroll at Discovery Woods Montessori School in 1st grade, a student must be age 6 by September 1st of that school year or completed kindergarten. Midyear enrollees must meet the age requirement or be currently enrolled in 1st grade in another public or private school.

#### D. Kindergarten Early Entrance

*If a parent considers their underage child to be ready for school they need to meet the following requirements:*

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

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

To have a child assessed for possible early entrance to kindergarten these steps must be followed:

- Obtain and complete a kindergarten questionnaire from the school office. Return the questionnaire providing complete and concise answers to all questions.
- Send a birth certificate (which will be returned to you the day of assessment)
- A fee of \$125.00 will be charged for the assessment and evaluation, if a parent decides the child will not be assessed they may request a refund of \$100.00 (\$25.00 non-refundable).
- If the family qualifies for free or reduced lunches, this fee will be waived. Forms are available on the district website

Note: Any student admitted under the early entrance into kindergarten at Discovery Woods is eligible under this guideline to enter 1st grade with satisfactory completion of kindergarten requirements.

### **VIII. CLASSROOM PLACEMENT GUIDELINES**

- A. Students of teachers will not be placed in the classroom of their parent or other family member if another classroom placement is available.
- B. Siblings or students of other relation (i.e. cousins, step-siblings, etc) will not be placed in the same classroom if another classroom placement is available, and there is no reason deemed compelling by the Director to place the related students in the same classroom.
  1. If a parent would like to request that multiple children be placed in the same classroom, the parent must submit a written request with compelling reasons why the Director should approve the placement of the siblings in the same classroom.
  2. If a teacher at the school is also a parent or family of multiple students, siblings or students of other relation (i.e. cousins, step-siblings, etc) will be placed in the same classroom in lieu of a student being placed in her/his parent's or family member's classroom.
- C. The placement of students in classrooms is decided by teachers and the Director. Moving a student into a new classroom during the school year or in between school years may be requested by a parent/guardian and/or teacher, but the decision to allow the placement is ultimately made by the Director.



## **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 Osprey Wilds 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 Osprey Wilds 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 use the Uniform Financial Accounting and Reporting Standards (UFARS). Student accounting will comply with the individual student record system used by the Minnesota Department of Education (e.g. Minnesota Accounting and Reporting Student System (MARSS), Ed-Fi).

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 Osprey Wilds performance evaluations.

**School Name:** Discovery Woods

**School Year:** 2022-23

**Election Date:** May 25, 2022

**Date Updated:** June 13, 2023

**Term Length:** 3 years

<b>Member Name</b>	<b>Board Position</b>	<b>Affiliation</b>	<b>Date Elected</b>	<b>Date Seated</b>	<b>Term End Date</b>	<b>Phone Number</b>	<b>Email Address</b>
Amanda Westlund	Treasurer	Parent	September 26, 2022	October 24, 2022	June 2025	763-670-3372	awestlundboard@discoverywoods.com
Dawn Verdon	Chair	Community Member	May 18, 2020	July 20, 2020	June 2023	218-838-8149	dverdonboard@discoverywoods.com
Emma Needham	Vice Chair	Parent	May 18, 2020	July 20, 2020	June 2023	218-820-4607	eneedhamboard@discoverywoods.com
Kristi Crocker	Ex-Officio	School Leader				218-454-8203	kcrockerboard@discoverywoods.com

## Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

- I am a Board member of DISCOVERY WOODS SCHOOL;
- I have reviewed the charter school contract between DISCOVERY WOODS SCHOOL and Osprey Wilds Environmental Learning Center;
- I have no conflict of interest as defined by MN §124E.07, Subd. 3;
- If a conflict of interest arises as defined by MN §124E.07, Subd. 3, I will immediately vacate my position on the Board;
- If a conflict of interest arises as defined by MN §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 §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

Amanda R Westlund

07/03/2023

Date

Printed Name

763-670-3372

Phone Number

awestlundboard@discoverywoods.com

E-mail Address

## Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

- I am a Board member of DISCOVERY WOODS SCHOOL;
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- If a conflict of interest arises as defined by MN §124E.07, Subd. 3, I will immediately vacate my position on the Board;
- If a conflict of interest arises as defined by MN §124E.14, the Board will not enter into an agreement or contract with the vendor that creates the identified conflict of interest;
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- 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.

*Dawn L Verdon*

06/30/2023

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Signature

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Date

Dawn L Verdon

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Printed Name

218-838-8149

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Phone Number

dverdonboard@discoverywoods.com

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E-mail Address

## Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

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- I have reviewed the charter school contract between DISCOVERY WOODS SCHOOL and Osprey Wilds Environmental Learning Center;
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- If a conflict of interest arises as defined by MN §124E.07, Subd. 3, I will immediately vacate my position on the Board;
- If a conflict of interest arises as defined by MN §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 §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.

*Emma Needham*

07/03/2023

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Signature

Emma Needham

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Date

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Printed Name

2188204607

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Phone Number

eneedhamboard@discoverywoods.com

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E-mail Address

**Exhibit M: Charter School Closure Process and Plan**

**Osprey Wilds Environmental Learning Center  
 Charter School Closure Process and Plan**

**Name of School:**

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.

<b>TASKS</b>	<b>Person Responsible</b>	<b>Date Completed and Comments</b>
<b>Establish <i>ad hoc</i> School Board Committee for wind-up / restructuring</b>		
Designate School contact person(s) to send and receive communications from Osprey Wilds;		
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 Osprey Wilds		
Identify and retain a licensed MN attorney to provide legal advice and ensure statutory requirements are met during the wind-up and dissolution process, per MN §317A.735 Subd. 1.		
Other:		
<b>Contact MDE Charter Center Immediately</b>		
Contact the MDE Charter Center 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 MDE for guidelines and assistance. <i>(See Inventory and Liquidation of Assets below.)</i>		
Other:		
<b>Reserve Funds</b>		
Segregate by School Board resolution in a separate checking account \$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:		
<b>Notification of Parents / Guardians</b>		
Within 10 business days after notice of final determination, notify parents / guardians and employees of school regarding the closure of the School, in accordance with MN §124E.10 Subd. 1(b)1, if such notification has not been made. Such notification shall include, but not be limited		



<p>to, the following:</p> <ul style="list-style-type: none"> <li>* date of the last day of regular instruction;</li> <li>* cancellation of any planned summer school;</li> <li>* 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;</li> <li>* information and offer of assistance to enable the student to re-enroll in another school, per MN §124E.10 Subd. 1(b)2</li> <li>* offer of copies of student records before the charter revocation (June 30).</li> </ul> <p>Provide Osprey Wilds with a copy of the notice when it is sent to families.</p>		
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Other:

**Final Report Cards and Student Records Notice**

<p>Within 7 business days after charter revocation (June 30), 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"> <li>* 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.</li> </ul> <p>Provide Osprey Wilds with a copy of the notice.</p>		
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Other:

**Transfer of Student Records and Testing Material**

<p>No later than 10 business days after charter revocation (June 30) send student records to the student’s district of residence in accordance with MN §124E.10 Subd. 6(b), including:</p> <ul style="list-style-type: none"> <li>* Individualized Education Programs (IEPs) and all records regarding special education and supplemental services;</li> <li>* Student health / immunization records;</li> <li>* Attendance records; and</li> <li>* Disciplinary records, in accordance with MN §120A.22, Subd. 7(c). If transfer records include information about disciplinary actions, the school will provide notice to the student’s parent or guardian that formal disciplinary records will be transferred as a part of the student’s educational record, in accordance with data practices under chapter 13 of the Family Educational Rights and Privacy Act of 1974, United States Code, title 20, section 1232(g).</li> <li>* All other student records.</li> </ul> <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</p>		
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<p>students’ records prior to June 30. 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 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>		
<p>No later than 15 business days after charter revocation (June 30), the school must provide Osprey Wilds a spreadsheet recording the name of each student and to which school that student’s records were sent. If a student’s records were sent to the district office, the spreadsheet should document that and include the name and title of the district employee who took possession of those records.</p>		
<p>Other:</p>		
<p><b>Notification of School Districts</b></p>		
<p>Within 7 business days after charter revocation (June 30), 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 in accordance with MN §124E.10 Subd. 1(b)1.</p> <ul style="list-style-type: none"> <li>* If applicable, notification regarding cessation of food and transportation services should be provided.</li> <li>* Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment.</li> </ul> <p>Provide Osprey Wilds with a copy of the notice.</p>		
<p>Other:</p>		
<p><b>Notification of Funding Sources /Charitable Partners</b></p>		
<p>Within 7 business days after charter revocation (June 30), 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"> <li>* The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from charitable partners as long as the charity is aware of the School’s closure / restructuring status.</li> <li>* 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.</li> </ul>		
<p>Other:</p>		
<p><b>Notification of Contractors and Termination of Contracts</b></p>		
<p>Within 20 business days after charter revocation (June 30), formulate a list of all contractors with contracts in effect, and notify</p>		

<p>them regarding cessation of current school operations at charter revocation.</p> <ul style="list-style-type: none"> <li>* 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.</li> <li>* Retain records of past contracts with proof that they were fully paid (see Records Retention, below) to prevent spurious claims.</li> </ul> <p>Provide Osprey Wilds with a copy of such notice.</p> <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or closure of the School.</p> <ul style="list-style-type: none"> <li>* Telephone, gas, electric, water, insurance (premises and E&amp;O insurance, see below) should remain operative through the charter revocation and to the extent necessary.</li> </ul>		
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Other:		
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<b>Notification of Employees and Benefit Providers</b>		
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<p>After an employee termination date is established, but in no event later than June 1, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Further notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including:</p> <ul style="list-style-type: none"> <li>* health care / health insurance;</li> <li>* life insurance;</li> <li>* dental plans;</li> <li>* eyeglass plans;</li> <li>* cafeteria plans;</li> <li>* 401(k), retirement plans;</li> <li>* pension plans;</li> <li>* TRA; and</li> <li>* PERA</li> </ul> <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 charter revocation (June 30), and reserve funds should be set aside for this purpose.) See School Wind-Up Plan and Action regarding payment of taxes, below.</p>		
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Other:		
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<b>Notification of Food and Transportation Services and Cancellation of Contracts</b>		
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<p>Within 20 business days after charter revocation (June 30), 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.</p>		
<p>Other:</p>		
<b>Notification of Osprey Wilds Regarding Lawsuits</b>		
<p>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 Osprey Wilds and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep Osprey Wilds informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>		
<p>Other:</p>		
<b>List of Creditors and Debtors; UCC Search</b>		
<p>Within 20 business days after charter revocation (June 30), formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor.</p> <ul style="list-style-type: none"> <li>* This list is not the same as the contractor list, above, but may include contractors, which should be listed.</li> <li>* 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.</li> <li>* 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.</li> <li>* 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.</li> </ul> <p>Provide a copy of the list of creditors to Osprey Wilds with the amount owed to each creditor thereon and the amount owed by each debtor.</p>		
<p>Other:</p>		
<b>Notification to Creditors</b>		
<p>Within 30 business days after charter revocation (June 30), 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</p>		

ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.		
Other:		
<b>Notification to Debtors</b>		
Within 30 business days after charter revocation (June 30), the School must contact all debtors and demand payment. To the extent collection efforts are unsuccessful, the School may turn the debt over to commercial debt collection agencies. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.		
Other:		
<b>School Wind-Up Plan and Action</b>		
<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 business days of notice of final determination, and be updated at least bi-weekly with copies to Osprey Wilds. The plan should include, but not be limited to, the following.</p> <ul style="list-style-type: none"> <li>* Termination of non-essential personnel and cancellation of non-essential services prior to charter revocation (June 30).</li> <li>* 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).</li> <li>* 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 in accordance with MN §15.054. (See Liquidation of Assets, below.)</li> <li>* 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.</li> <li>* Cancellation of corporate credit cards and lines of credit.</li> <li>* Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the wind-up operations of the School Corporation, and</li> </ul>		

<p>employment, contract and School Board status of those authorized to sign for the School.</p> <p>Status reports on the implementation of the School Wind-Up Plan to be submitted to Osprey Wilds through Interim Statements and a Final Statement (below).</p>		
<p>Other:</p>		
<p><b>Protection of Assets; Insurance</b></p>		
<p>The School’s assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <ul style="list-style-type: none"> <li>* Existing insurance coverage should be maintained on the assets until the disposal of such assets in accordance with the Wind-Up Plan.</li> <li>* Continue existing insurance for School Facility, vehicles and other assets until                         <ol style="list-style-type: none"> <li>1) disposal or transfer of real estate or termination of lease, and</li> <li>2) disposal, transfer or sale of vehicles and other assets are sold, respectively.</li> </ol> </li> <li>* Negotiate School Facility insurance with entities that may take possession of School Facility – leaseholder, lenders, mortgagors, bond holders, etc., if possible.</li> <li>* Appropriate security services should be obtained or maintained.</li> <li>* Action may include moving assets to secure storage after closure or loss of the School Facility.</li> </ul>		
<p>Other:</p>		
<p><b>Inventory</b></p>		
<p>No later than 30 business days prior to charter revocation (June 30), 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"> <li>* All assets of the School, not just ones over a certain dollar value, must be inventoried.</li> <li>* Identify assets purchased with Federal CSP Grant funds.</li> <li>* Identify assets belonging to other entities (school district, county, municipality, teachers, health department, foundations, vendors, PTA, etc.), including those borrowed or loaned.</li> <li>* Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest.</li> <li>* Return assets not belonging to School and document same.</li> </ul> <p>Provide Osprey Wilds with a copy of the inventory.</p>		
<p>Other:</p>		
<p><b>Liquidation of Assets</b></p>		
<p>Assets must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed</p>		

<p>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 §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>		
<p>Other:</p>		
<p><b>E&amp;O Insurance</b></p>		
<p>Maintain existing directors and officers’ liability (E&amp;O) insurance, if any, until final dissolution of the School Corporation. If no such E&amp;O insurance exists, disclose this fact to the board of directors.</p>		
<p>Other:</p>		
<p><b>Interim Statements</b></p>		
<p>No later than 10 business days after charter revocation (June 30), prepare, and submit to Osprey Wilds, an interim statement in a form satisfactory to Osprey Wilds, 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"> <li>* 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</li> <li>* 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</li> <li>* all income generated through sale or auction of assets and any other change in status of assets.</li> </ul> <p>The School will prepare and submit such statements to Osprey Wilds at 30 day intervals until the final statement (below) is prepared and submitted.</p>		
<p>Other:</p>		
<p><b>Final Statement</b></p>		

<p>At a date to be determined by Osprey Wilds, anticipated to be no later than 90 business days after charter revocation (June 30), no later than 10 business days prior to the filing of a dissolution proceeding the School shall prepare to the full satisfaction of Osprey Wilds 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"> <li>* 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</li> <li>* each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and</li> <li>* statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and</li> <li>* each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest.</li> </ul> <p>* This statement is submitted to Osprey Wilds 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.</p> <p>* This statement is in addition to the final Financial Statement Audit.</p>		
<p>Other:</p>		
<b>Final Financial Statement Audit</b>		
<p>The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1 of the calendar year in which the School ceases instruction.</p>		
<p>Other:</p>		
<b>Closeout of State and Federal Grants</b>		
<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"> <li>* notification to the grant entity of the School closure; and</li> <li>* filing of any required expenditure reports or receipts and any required program reports.</li> </ul> <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>		
<p>Other:</p>		
<b>IRS Status; Reports</b>		



<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"> <li>* notification to IRS regarding any address change of the School Corporation;</li> <li>* filing of required tax returns or reports (e.g., IRS form 990 and Schedule A); and</li> <li>* notification to the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to Osprey Wilds.</li> </ul>		
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Other:		
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<b>Corporate Records</b>		
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<p>In all cases, the School Board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> <li>* Loans, bonds, mortgages and other financing;</li> <li>* Contracts;</li> <li>* Leases;</li> <li>* Assets and asset sales;</li> <li>* Grants – records relating to federal grants must be kept in accordance with 34 CFR 8042.</li> <li>* Governance (Minutes, by-laws, policies);</li> <li>* Employees (background checks, personnel files);</li> <li>* Accounting/audit, taxes and tax status, etc.;</li> <li>* Personnel,</li> <li>* Employee benefit programs and benefits; and</li> <li>* Student summary test data files</li> <li>* Any items listed in this Closure Plan.</li> </ul> <p>When 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:		
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<b>Resolution of Dissolution</b>		
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<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:		
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<b>Dissolution</b>		
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<p>The Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:</p> <ul style="list-style-type: none"> <li>* a complete statement of all assets, their location and an estimate of their value; and</li> <li>* a statement of the ascertainable debts of the education corporation.</li> </ul> <p>Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of</p>		
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<p>the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container. The Board must provide the name and contact information of the person who will maintain the permanent records of the school.</p> <p>Copies of all papers related to dissolution should be sent to Osprey Wilds.</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><b>Final Distribution of Assets</b></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 or to the school district in which the School is located.</p> <p style="padding-left: 40px;">* 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 style="padding-left: 40px;">* 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.

# Osprey Wilds Environmental Learning Center

## **Discovery Woods School**

### **Renewal Evaluation Report Summary**

Issued January 9, 2023  
Revised February 23, 2023

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## Report Introduction

The Osprey Wilds Environmental Learning Center (Osprey Wilds), 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, Environmental Education, Financial, and Operations performance of each school. These evaluations determine whether Osprey Wilds will renew the school for a new contract term and are completed to answer the following questions:

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

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

The complete Renewal Evaluation framework and information about the Osprey Wilds renewal process can be found at <https://ospreywilds.org/charter-school-division/csd-what-we-do/>.

## Recommendation

The Osprey Wilds Charter School Division (CSD) recommends that the Osprey Wilds Environmental Learning Center Board of Directors renew the charter contract of Discovery Woods School for a term of five (5) years, giving the school authority to provide instruction to students in Preschool-Grade 6 in the manner set forth in its Application for Charter Renewal, with a maximum total enrollment of 140 students. This recommendation was affirmed by the Osprey Wilds Charter School Committee at its meeting on February 15, 2023 and by the OW Board of Directors at its meeting on February 23, 2023.

This recommendation for a five-year contract is based primarily on the school’s academic performance. Per Exhibit P of the school’s contract, “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 Osprey Wilds’ Academic Performance Framework.” In FY22, the most recent year for which data is available, the school earned 65.1% of possible points on the Academic Performance Framework. As a result and as outlined in Exhibit P of the charter contract, based on its performance on its contractual academic goals Discovery Woods School (DWS) is considered eligible for renewal.

Operationally, Discovery Woods School (DWS) met standard in most areas over the term of the contract. The educational program was an overall strength, meeting standard in all areas. The school has a clear instructional approach is in line with its mission, one that has become more clear over the term of the contract and continues to have processes in place to improve it further to get students what they need academically. Governance is a key area of improvement for the school, approaching standard in all three areas. There was one year during which the board did not have a community member seated, which has since been remediated. Generally the board engaged in appropriate decision-making and oversight, although the evaluation identified areas for improvement related to thoroughly documenting board action and deliberation in the meeting minutes and holding meetings consistent with MN §13D, Open Meeting Law. Finally, the School



Director Hiring and Evaluation Policy does not clearly articulate how the school leader will be held accountable for the school's contractual goals and expectations, which is a statutory requirement.

DWS has demonstrated strong performance in financial management and health over the term of the contract. The school met standard on nearly all indicators of financial management, short-term financial health, and long-term financial sustainability over the last three years. With regard to financial management, the school has demonstrated improvements in terms of developing and monitoring the budget and projecting enrollment. While the board annually approves budgets, there is room for additional board engagement in the process of monitoring and setting the budget. The school had a clean audit in FY21 with no findings and resolved a legal compliance finding from FY20.

Over the term of the contract, DWS made evident progress in strengthening its Environmental Education (EE) program. DWS's mission and instructional program communicate a commitment to environmental stewardship and a value of both instructional and recreational time spent around and within the natural world. The school is intentional about fostering authentic understanding by connecting students with their learning, which involves not only books and teachers, but through direct experience of studying the environment and community in which they live. The result is a school that practices and values environmental education and stewardship.

In summary, DWS's academic performance approaches standard, the primary factor for renewal, and there are no significant concerns related to environmental education, financial, or operational performance, the secondary factors for renewal. Thus, a recommendation of a five-year contract is in line with Exhibit P of the charter contract.

Prior to any future contract period, the school will be required to bring several aspects of its governance and operations into compliance with statute and the contract. As noted throughout the operations and governance evaluation, before June 30, 2023 the school must:

- Develop a plan to draft and adopt a Data Subject Rights and Access Policy that specifically addresses the rights of data subjects under MN §13.04.
- Revise its Crisis Management Policy to ensure that the policies and procedures for fire, lockdown, and tornado drills are included and in alignment with statute.
- Notify parents and guardians about the school's policy requiring a criminal history background check on employees and other individuals who provide services to the school, and identify those positions subject to a background check and the extent of the hiring authority's discretion in requiring a background check in accordance with MN §123B.03 Subd. 1(e).

## Discovery Woods Montessori School

### School Overview

**Mission:** To provide Brainerd Lakes Area families a choice for quality elementary education centered around the individual needs of the child with a focus on the environment.

**Vision:** Discovery Woods School is dedicated to educational excellence, environmental stewardship and personal growth. Our students will have the foundation to be critical thinkers and responsible citizens.

### **Description:**

Discovery Woods follows the state standards while also using Montessori philosophy to guide its school culture and curriculum. The school believes that an independent and student led way of learning is the best and most natural way to engage students in learning and growing socially and academically. Discovery Woods incorporates hands on activities, community learning opportunities, and learning in the natural environment. Discovery Woods educates children ages 3-12 in the kindergarten through 6th charter school and a tuition based preschool. Classrooms are multi-age and encompass three grades per level. Classrooms are divided into Early Education (Children’s House preschool-kindergarten), Elementary I (1st - 3rd grade) and Elementary II (4th-6th grade). At least one adult in every classroom holds a Minnesota teaching license.

**Year school opened:** 2011

**Year approved by OW:** 2010

**Current contract period:** July 1, 2018 – June 30, 2023

**School location:** Brainerd, MN

**Website:** [www.discoverywoods.com](http://www.discoverywoods.com)

**Grade levels served:** PreK to 6

Student Demographics	Number of Students	Percent – White	Percent – SpEd	Percent – FRP
FY19	118	91	19.5	60
FY20	120	87	18	53
FY21	102	87	24	25*
FY22	109	81	24	50

## Performance Evaluation Summaries

Academic Performance Evaluation Summary					
Indicator	Points Possible	Points Earned	Performance Rating	Percent Earned through FY22	Percent Earned through FY21
1: Mission Related	6	9.0	Exceeds	150.0%	150.0%
2: English Language Learners	N/A	N/A	N/A	N/A	N/A
3: Reading Growth	20	19.0	Meets	95.0%	102.8%
4: Math Growth	20	14.5	Approaches	72.5%	77.8%
5: Reading Proficiency	21	7.0	Does Not Meet	33.3%	23.8%
6: Math Proficiency	21	7.0	Does Not Meet	33.3%	0%
7: Science Proficiency	4	1.0	Does Not Meet	25.0%	0.0%
8: Other Proficiency	2	2.0	Meets	100.0%	100.0%
9: Post-Secondary Readiness	N/A	N/A	N/A	N/A	N/A
10: Attendance	2	3.0	Exceeds	150.0%	133.3%
<b>Overall</b>	<b>96</b>	<b>62.5</b>	<b>Eligible for Renewal</b>	<b>65.1%</b>	<b>65.1%*</b>

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

*\*In line with Minnesota's ESSA waiver, and due to the effects of the COVID-19 pandemic on data collection and usability, MCA, ACCESS, and MTAS data collected during the 2020-21 school year will not be used for accountability purposes. To this end, Osprey Wilds will provide a FY21 academic evaluation to all schools, yet will use FY19 data to inform accountability decisions (i.e. renewal, etc.) until FY22 data becomes available. Furthermore, OW has determined to use FY21 data in aggregates only when it helps the school. Thus, in the FY22 evaluation OW will use results of an aggregate without FY21, or a single year of data (i.e. FY22 instead of FY21 and FY22 combined), as applicable. Comparison aggregates will use the same years included in the aggregate for the school.*

Financial Performance Evaluation Summary			
Management Indicators	2019	2020	2021
Budgeting	Meets	Meets	Meets
Financial Policies and Practices	Meets	Meets	Meets
Financial Reporting	Meets	Meets	Meets
Financial Audit	Meets	Meets	Meets
Near-Term Indicators			
Current Ratio	6.58	10.94	15.65
Days Cash on Hand	110	153	164
Enrollment Variance	103.5%	95.4%	82.1%
Sustainability Indicators			
Fund Balance Percentage	44.4%	57.8%	85.7%
Total Margin / Aggregated Three-Year Total Margin	12.8%/7.0%	11.9%/10.6%	13.2%/12.6%
Debt to Asset Ratio	0.13	0.08	0.21

<b>Environmental Education Performance Evaluation Summary</b>	
<b>Indicator 1:</b> Awareness	Meets Standard
<b>Indicator 2:</b> Knowledge	Meets Standard
<b>Indicator 3:</b> Attitudes	Approaches
<b>Indicator 4:</b> Skills	Meets Standard
<b>Indicator 5:</b> Action	Meets Standard
<b>Indicator 6.1:</b> Curriculum and Instruction	Well-Developed
<b>Indicator 6.2:</b> School Culture	Approaching Well-Developed
<b>Indicator 6.3:</b> Alignment to Mission or Community	Approaching Well-Developed
<b>Indicator 7:</b> Governance	Well-Developed
<b>Indicator 8:</b> Operations	Well-Developed

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

## Discovery Woods FY22 Academic Performance Evaluation Contract Period July 1, 2018 through June 30, 2023

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 North Star system. This evaluation is conducted annually and is designed to provide an update on the school’s performance on contractual measures to date. In addition to the annual evaluations, a final academic performance evaluation is issued as part of the school’s summative renewal evaluation in the last year of its charter contract.

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

### Summary of Indicator Points

Indicator	Points Possible	Points Earned	Performance Ranking	Percent Earned Through FY22	Percent Earned Through FY21
1: Mission Related Outcomes	6	9.0	Exceeds	150.0%	150.0%
2: English Language Learners	N/A	0.0	N/A	N/A	N/A
3: Reading Growth	20	19.0	Meets	95.0%	102.8%
4: Math Growth	20	14.5	Approaches	72.5%	77.8%
5: Reading Proficiency	21	7.0	Does Not Meet	33.3%	23.8%
6: Math Proficiency	21	7.0	Does Not Meet	33.3%	28.6%
7: Science Proficiency (and Growth)	4	1.0	Does Not Meet	25.0%	0.0%
8: Other Proficiency or Growth	2	2.0	Meets	100.0%	100.0%
9: Post-Secondary Readiness	N/A	0.0	N/A	N/A	N/A
10: Attendance	2	3.0	Exceeds	150.0%	133.3%
<b>Overall</b>	<b>96</b>	<b>62.5</b>	<b>Eligible for Renewal</b>	<b>65.1%</b>	<b>65.1%</b>

*\*In line with Minnesota’s ESSA waiver, and due to the effects of the COVID-19 pandemic on data collection and usability, MCA, ACCESS, and MTAS data collected during the 2020-21 school year will not be used for accountability purposes. To this end, Osprey Wilds will provide a FY21 academic evaluation to all schools, yet will use FY19 data to inform accountability decisions (i.e. renewal, etc.) until FY22 data becomes available. Furthermore, OW has determined to use FY21 data in aggregates only when it helps the school. Thus, in the FY22 evaluation OW will use results of an aggregate without FY21, or a single year of data (i.e. FY22 instead of FY21 and FY22 combined), as applicable. Comparison aggregates will use the same years included in the aggregate for the school.*

**Summary Analysis:** DWS has demonstrated mixed academic performance through the term of the contract. Overall, two areas exceeded target (Mission Related and Attendance), two areas met target (Reading Growth and Other Proficiency or Growth), and one area approached target (Math Growth). The school did not meet target in the remaining three indicators: Reading Proficiency, Math Proficiency, and Science Proficiency and Growth. The school's performance was basically flat from FY21 or FY22, with two indicator areas (Reading Growth and Math Growth) decreasing performance ranking but not losing any overall percentage of total points earned. The gain in percentage of points earned from FY19 to FY21 was maintained in FY22.

Reading Growth and Math Growth are relative areas of strength for the school. The STAR Assessment for Reading met target for two out of five years, and for Math met target for three out of five years. Of the four years of the contract for which academic data was evaluated, the Reading Growth indicator met target for two years and exceeded target the other two years, while the Math Growth indicator area met target for one year and approached target for three years. Math is an area for the school to consider providing more support for students.

For proficiency measures, the school did not meet target in any subject for any year of the contract. Proficiency remains the overall area of concern for DWS, especially for students eligible for free and reduced price lunch and students receiving special education services. The grade level equivalency STAR Assessment for Reading and Math were the strongest performing measures in these indicator areas over the term of the contract.

For other indicator areas, Mission Related Outcomes is an area of strength for the school, having exceeded target in three out of four years of the contract. Other Proficiency or Growth is also a strength, having met or exceeded target for every year of the contract. Finally, Attendance performed similarly well, having met or exceeded the target in ever year.

Proficiency in all subjects, as well as Math Growth, are areas of need for the school. It should be noted, however, that the school showed improvement from FY19 to FY21 in the midst of the COVID-19 pandemic.

In FY19, the last year prior to COVID, the school earned 59.5% of the points available on this framework. In FY22, the final year of the contract, the school earned 65.1% of the points available. Based on performance to date, the school is on track to be "Eligible for Renewal" per Exhibit P of the contract.

### Indicator 1: Mission Related

**6 Points**

<b>School Goal: Over the period of the contract, students at Discovery Woods School (DWS) will demonstrate growth in environmental stewardship as measured by environmental education projects</b>			
<b>Performance Ratings</b>	<b>Measure 1.1 – 6 Points: In FY18-FY22 the percentage of students in grades K-6 who receive a passing score on their Environmental Education exhibition project as measured by the teacher-developed evaluation rubric will be at least 80%.</b>		<b>Result:</b> 94.1%
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 90%.	<b>X</b>	<b>9</b>
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 80%.		
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 70%.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>6</b>	<b>9</b>
			<b>% Earned</b>
			<b>150.0%</b>

**Analysis:** The school exhibited strong mission related performance through the term of the contract. Discovery Woods School’s mission is, “To provide Brainerd Lakes Area families a choice for quality elementary education centered around the individual needs of the child with a focus on the environment.” 94.1% of students in grades K-6 received a passing score on their Environmental Education exhibition project, exceeding the target.

### Indicator 2: English Language Learners

**N/A Points**

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

**20 Points**

**School Goal: Over the period of the contract, students at DWS will demonstrate growth in reading as measured by state assessments and nationally normed assessments.** 95

<b>Performance Ratings</b>	<b>Measure 3.1 [CCR] – 2 Points: From FY18 to FY19, the aggregate growth z-score for all students grades 4-6 on state accountability tests will be equal to or greater than 0.00.</b>		<b>Result:</b> -0.203
<b>Exceeds Target (x 1.5)</b>	The aggregate growth z-score is equal to or greater than 0.50.		
<b>Meets Target (x1.0)</b>	The aggregate growth z-score is equal to or greater than 0.00.		
<b>Approaches Target (x0.5)</b>	The aggregate growth z-score is greater than -0.50.	<b>X</b>	<b>1.5</b>
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 3.2 [CCR] – 2 Points: From FY18 to FY19, the aggregate percentage of students in grades 4-6 who achieve a positive z-score on state accountability tests will be greater than 50.0%.</b>		<b>Result:</b> 51.4%
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 60.0%.		
<b>Meets Target (x1.0)</b>	The aggregate percentage is greater than 50.0%.	<b>X</b>	<b>3</b>
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40.0%.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 3.3 [CCR] – 14 Points: From FY18 to FY19 and FY21 to FY22, the aggregate percentage of students in grades K-6 who meet or exceed their individual growth goal from fall to spring as measured by the STAR Reading or FastBridge assessment will be at least 50%. (FY20 is excluded due to impacts from distance learning and Covid-19.)</b>		<b>Result:</b> 51.9%
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 60.0%.		
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 50.0%.	<b>X</b>	<b>14</b>
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40.0%.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 3.4 [CCR] – 1 Point: In FY22, the overall percentage of students whose achievement level on the statewide assessments for reading (as measured by North Star Academic Progress) improved on statewide assessments is equal to or greater than the state.</b>		<b>Result:</b> 9.5 (DWS) – 20.2 (state) = -10.7
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage equal to or greater than that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is within 10 percentage points of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>
<b>Performance Ratings</b>	<b>Measure 3.5 [CCR] – 1 Point: In FY22, the overall percentage of students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for reading (as measured by North Star Academic Progress) is equal to or less than the state.</b>		<b>Result:</b> 42.9 (DWS) – 36.8 (state) = 6.8
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage less than or equal to that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is no more than 10 percentage points greater than that of the state.	<b>X</b>	<b>0.5</b>
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
<b>20</b>	<b>19</b>	<b>95.0%</b>

**Analysis:** The school's performance for Reading Growth has met target through the term of the contract. The aggregate average growth z-score in reading on state accountability tests was -0.203, representing a large swing from .023 in FY18 to -0.417 in FY19. The percentage of students with positive growth z-scores also swung from 61.2% in FY18 to 42.1% in FY19, resulting in an average thus far over the term of the contract of 51.4%. The STAR assessments were more favorable, with an average of 51.9% of students meeting or exceeding individual growth targets thus far over the term of the contract. North Star Academic Progress, which replaces the z-score measure, did not meet target for students that improved on the statewide assessments and approached target for students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for reading.

**Indicator 4: Math Growth**

**20 Points**

<b>School Goal: Over the period of the contract, students at DWS will demonstrate growth in math as measured by state assessments and nationally normed assessments.</b>			
<b>Performance Ratings</b>	<b>Measure 4.1 [CCR] – 2 Points: From FY18 to FY19, the aggregate growth z-score for all students grades 4-6 on state accountability tests will be equal to or greater than 0.00.</b>		<b>Result:</b> -0.741
<b>Exceeds Target (x 1.5)</b>	The aggregate growth z-score is equal to or greater than 0.50.		
<b>Meets Target (x1.0)</b>	The aggregate growth z-score is equal to or greater than 0.00.		
<b>Approaches Target (x0.5)</b>	The aggregate growth z-score is greater than -0.50.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>
<b>Performance Ratings</b>	<b>Measure 4.2 [CCR] – 2 Points: From FY18 to FY19, the aggregate percentage of students in grades 4-6 who achieve a positive z-score on state accountability tests will be greater than 50.0%.</b>		<b>Result:</b> 21.1%
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 60.0%.		
<b>Meets Target (x1.0)</b>	The aggregate percentage is greater than 50.0%.		
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40.0%.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>
<b>Performance Ratings</b>	<b>Measure 4.3 [CCR] – 14 Points: From FY18 to FY19 and FY21 to FY22, the aggregate percentage of students in grades K-6 who meet or exceed their individual growth goal from fall to spring as measured by the STAR Math or FastBridge assessment will be at least 50%. (FY20 is excluded due to impacts from distance learning and Covid-19.)</b>		<b>Result:</b> 50.0%
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 60.0%.		
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 50.0%.	<b>X</b>	<b>14</b>
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40.0%.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 4.4 [CCR] – 1 Point: In FY22, the overall percentage of students whose achievement level on the statewide assessments for math (as measured by North Star Academic Progress) improved on statewide assessments is equal to or greater than the state.</b>		<b>Result:</b> 9.5 (DWS) – 18.2 (state) = -8.7
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage equal to or greater than that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is within 10 percentage points of the state.	<b>X</b>	<b>0.5</b>
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 4.5 [CCR] – 1 Point: In FY22, the overall percentage of students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for math (as measured by North Star Academic Progress) is equal to or less than the state.</b>		<b>Result:</b> 57.1 (DWS) – 40.0 (state) = 17.1
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage less than or equal to that of the state.		



<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is no more than 10 percentage points greater than that of the state.		97
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>20</b>	<b>14.5</b>
			<b>% Earned</b>
			<b>72.5%</b>

**Analysis:** The school’s performance in the area of Math Growth is mixed through the term of the contract. The school exhibited low growth on state accountability measures in FY18 and FY19, with an aggregate growth z-score of -0.741. The aggregate percentage of students with positive growth z-scores was 21.1%, far below the 50% target. On the STAR assessment, however, in aggregate over 50.0% (rounded up from 49.9%) of students met growth targets, just meeting target. North Star Academic Progress, which replaces the z-score measure, approached target for students that improved on the statewide assessments and did not meet target for students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for math.

### Indicator 5: Reading Proficiency

**21 Points**

<b>School Goal: Over the period of the contract, students at DWS will demonstrate proficiency in reading as measured by state assessments.</b>			
<b>Performance Ratings</b>	<b>Measure 5.1 [RG3] – 1 Point:</b> From FY18, FY19, and FY22, the school’s aggregate proficiency index score for students in grade 3 will increase by at least 4.0 points from the baseline proficiency index score (FY15-FY17 baseline – 58.7) OR will be greater than that of the state for the same grade (3). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		<b>Result:</b> 48.8 (DWS) – 58.7 (baseline) = -9.9 48.8 (DWS) – 60.5 (state) = -11.7
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 8.0 points greater than the baseline score OR is at least 5.0 points above the state’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is at least 4.0 points greater than the baseline score OR is greater than the state’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is greater than the baseline score OR is within 10.0 points of the state’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>
<b>Performance Ratings</b>	<b>Measure 5.2 [RG3] – 1 Point:</b> From FY18, FY19, and FY22, the school’s aggregate proficiency index score for students in grade 3 will be greater than that of the resident district (ISD 181 – Brainerd Public School District) for the same grade (3). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		<b>Result:</b> 48.8 (DWS) – 68.4 (district) = -19.6
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>
<b>Performance Ratings</b>	<b>Measure 5.3 [CCR] – 3 Points:</b> From FY18, FY19, and FY22, the school’s aggregate proficiency index score for students in grades 4-6 will increase by at least 4.0 points from the baseline proficiency index score (FY15-FY17 baseline – 60.9) OR will be greater than that of the state for the same grades (4-6). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		<b>Result:</b> 58.7 (DWS) – 60.9 (baseline) = -2.2 58.7 (DWS) – 69.9 (state) = -11.2
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 8.0 points greater than the baseline score OR is at least 5.0 points above the state’s score.		

<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is at least 4.0 points greater than the baseline score OR is greater than the state's score.		98
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is greater than the baseline score OR is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>
<b>Performance Ratings</b>	<b>Measure 5.4 [CCR] – 3 Points: From FY18, FY19, and FY22, the school's aggregate proficiency index score for students in grades 4-6 will be greater than that of the resident district (ISD 181 – Brainerd Public School District) for the same grades (4-6). (FY20 &amp; 21 excluded due to impacts from distance learning and Covid-19.)</b>		<b>Result:</b> 58.7 (DWS) – 77.0 (district) = -22.9
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>
<b>Performance Ratings</b>	<b>Measure 5.5 [AGC] – 2 Points: From FY18, FY19, and FY22, the school's aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the state for the same subgroup and the same grades (3-6). (FY20 &amp; 21 excluded due to impacts from distance learning and Covid-19.)</b>		<b>Result:</b> 51.6 (DWS) – 50.2 (state) = 1.4
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.	<b>X</b>	<b>2</b>
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.6 [AGC] – 2 Points: From FY18, FY19, and FY22, the school's aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the resident district (ISD 181 – Brainerd Public School District) for the same subgroup and the same grades (3-6). (FY20 &amp; 21 excluded due to impacts from distance learning and Covid-19.)</b>		<b>Result:</b> 51.6 (DWS) – 63.1 (district) = -11.5
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>
<b>Performance Ratings</b>	<b>Measure 5.7 [AGC] – 2 Points: From FY18, FY19, and FY22, the school's aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the state for the same subgroup and the same grades (3-6). (FY20 &amp; 21 excluded due to impacts from distance learning and Covid-19.)</b>		<b>Result:</b> 29.1. (DWS) – 39.5 (state) = -10.4
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>
<b>Performance Ratings</b>	<b>Measure 5.8 [AGC] – 2 Points: From FY18, FY19, and FY22, the school's aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the resident district (ISD 181 – Brainerd Public School District) for the same subgroup and the same grades (3-6). (FY20 &amp; 21 excluded due to impacts from distance learning and Covid-19.)</b>		<b>Result:</b> 29.1 (DWS) – 46.6 (district) = -16.9
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.		

<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the district's score.		99
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>
<b>Performance Ratings</b>	<b>Measure 5.9 [CCR] – 5 Points: From FY18-FY19 and FY21-FY22, the aggregate percentage of students in grades K-6 who meet or exceed their grade level equivalency in spring, according to STAR reading assessment, will be greater than 50%. (FY20 excluded due to impacts from distance learning and Covid-19.)</b>		<b>Result:</b> 52.6%
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 65%.		
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 50%.	<b>X</b>	<b>5</b>
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40%.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
<b>21</b>	<b>7</b>	<b>33.3%</b>

**Analysis:** The school demonstrated weak performance on Reading Proficiency through the term of the contract. The aggregate proficiency index of 3rd grade students was 48.8, below the baseline of 58.7 and well below the state and district comparable numbers. The aggregate proficiency index for 4th-6th grade students was also below the baseline and well below comparable data for the state and local district. The free or reduced price lunch and special education student groups outperformed the state by 1.4 points, but underperformed their peers at the local district. On the locally administered STAR assessment, in aggregate 52.6% of students met or exceeded their grade level equivalency for reading. In total, the school only achieved 33.3% of the possible points for this indicator.

### Indicator 6: Math Proficiency

**21 Points**

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

<b>Performance Ratings</b>	<b>Measure 6.1 [CCR] – 4 Points: From FY18, FY19, and FY22, the school's aggregate proficiency index score for students in grades 3-6 will increase by at least 4.0 points from the baseline proficiency index score (FY15-FY17 baseline – 60.9) OR will be greater than that of the state for the same grades (3-6). (FY20 &amp; 21 excluded due to impacts from distance learning and Covid-19.)</b>		<b>Result:</b> 41.9 (DWS) – 60.9 (baseline) = -19.0 41.9 (DWS) – 66.8 (state) = -24.9
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 8.0 points greater than the baseline score OR is at least 5.0 points above the state's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is at least 4.0 points greater than the baseline score OR is greater than the state's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is greater than the baseline score OR is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>

<b>Performance Ratings</b>	<b>Measure 6.2 [CCR] – 4 Points: From FY18, FY19, and FY22, the school's aggregate proficiency index score for students in grades 3-6 will be greater than that of the resident district (ISD 181 – Brainerd Public School District) for the same grades (3-6). (FY20 &amp; 21 excluded due to impacts from distance learning and Covid-19.)</b>		<b>Result:</b> 41.9 (DWS) – 74.1 (district) = -32.2
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score within 10.0 points of the district's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>

<b>Performance Ratings</b>	<b>Measure 6.3 [AGC] – 2 Points:</b> From FY18, FY19, and FY22, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the state for the same subgroup and the same grades (3-6). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		<b>Result:</b> 39.5 (DWS) – 47.7 (state) = -8.2	
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.			
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.			
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score within 10.0 points of the state's score.	<b>X</b>	<b>1</b>	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			
<b>Performance Ratings</b>	<b>Measure 6.4 [AGC] – 2 Points:</b> From FY18, FY19, and FY22, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the resident district (ISD 181 – Brainerd Public School District) for the same subgroup and the same grades (3-6). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		<b>Result:</b> 39.5 (DWS)- 62.6 (district) = -23.1	
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.			
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.			
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score within 10.0 points of the district's score.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>	
<b>Performance Ratings</b>	<b>Measure 6.5 [AGC] – 2 Points:</b> From FY18, FY19, and FY22, the school’s aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the state for the same subgroup and the same grades (3-6). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		<b>Result:</b> 31.8 (DWS) – 41.4 (state) = -9.6	
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.			
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.			
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score within 10.0 points of the state's score.	<b>X</b>	<b>1</b>	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			
<b>Performance Ratings</b>	<b>Measure 6.6 [AGC] – 2 Points:</b> From FY18, FY19, and FY22, the school’s aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the resident district (ISD 181 – Brainerd Public School District) for the same subgroup and the same grades (3-6). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		<b>Result:</b> 31.8 (DWS) – 46.8 (district) = -15.0	
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.			
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.			
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score within 10.0 points of the district's score.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>	
<b>Performance Ratings</b>	<b>Measure 6.7 [CCR] – 5 Points:</b> From FY18-FY19 and FY21-FY22, the aggregate percentage of students in grades K-2 who are at low risk or above in FastBridge Math assessment and students in grades 3-6 meet or exceed state standards in STAR Math assessment in the spring will be at least 50%. (FY20 excluded due to impacts from distance learning and Covid-19.)		<b>Result:</b> 51.6%	
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 65%.			
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 50%.	<b>X</b>	<b>5</b>	
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40%.			
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.			
		<b>Points Possible</b>	<b>Points Earned</b>	<b>% Earned</b>

<b>21</b>	<b>7</b>	<b>33.3%</b>
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**Analysis:** The school’s performance on math proficiency was poor through the term of the contract, achieving only 33.3% of the possible points in this indicator. The aggregate proficiency index for 3-6th grade students was 41.9, significantly below the baseline of 60.9 and well below the state and local district. Both the free or reduced price lunch and special education student groups underperformed their peers at the state and local district. On the locally administered STAR assessment, 51.6% of students met or exceeded their grade level equivalency for math.

### Indicator 7: Science Proficiency

**4 Points**

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

<b>Performance Ratings</b>	<b>Measure 7.1 [CCR] – 2 Point:</b> From FY18, FY19, and FY22, the school’s aggregate proficiency index score for students in grade 5 will increase by at least 2.5 points from the baseline proficiency index score (FY15-FY17 baseline – 75.0) OR will be greater than that of the state for the same grade (5). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		<b>Result:</b> 60.5 (DWS) – 75.0 (baseline) = -14.5 60.5 (DWS) – 65.8 (state) = -5.3
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 5.0 points greater than the baseline score OR is at least 5.0 points above the state’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is at least 2.5 points greater than the baseline score OR is greater than the state’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 5.0 of the baseline score OR is within 10.0 points of the state’s score.	<b>X</b>	<b>1</b>
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 7.2 [CCR] – 2 Point:</b> From FY18, FY19, and FY22, the school’s aggregate proficiency index score for students in grade 5 will be greater than that of the resident district (ISD 181 – Brainerd Public School District) for the same grade (5). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		<b>Result:</b> 60.5 (DWS) – 80.6 (district) = -20.1
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score within 10.0 points of the district’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	<b>X</b>	<b>0</b>

Points Possible	Points Earned	% Earned
<b>4</b>	<b>1</b>	<b>25.0%</b>

**Analysis:** The school’s performance on science proficiency was poor through the term of the contract, achieving 25% the possible points in this indicator. The aggregate proficiency index for 5th grade students was 60.5, significantly below the baseline of 75, 5.3 points below the state, and well below the local district.

### Indicator 8: Proficiency in Other Curricular Areas

**2 Points**

**School Goal:** Over the period of the contract, preschool students at DWS will demonstrate readiness for kindergarten as measured a curriculum based measure.

<b>Performance Ratings</b>	<b>Measure 8.1 [R4K] – 2 Points: From FY18 to FY22, the aggregate percentage of preschool students who have mastered 50% of the ready for Kindergarten skills on the school implemented assessment adapted from ISD 181 will be 85%.</b>		<b>Result:</b> 99.2%
<b>Exceeds Target (x1.5)</b>	The aggregate percentage is 100%.		
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 85%.	<b>X</b>	<b>2</b>
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 70%.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>2</b>	<b>2</b>
			<b>% Earned</b>
			<b>100.0%</b>

**Analysis:** The school demonstrated strong performance in kindergarten readiness through the term of the contract, with an aggregate of 99.2% of kindergarteners mastering 50% of the ready for Kindergarten skills. It should be noted that the school exceeded target for this measure in 4 out of 5 years of the contract.

**Indicator 9: Post-Secondary Readiness**

**0 Points**

*The school does not have a contractual goal in this indicator area as it does not serve high school students.*

**Indicator 10: Attendance**

**6 Points**

<b>School Goal: Over the period of the contract, students at DWS will attend the school at high rates.</b>			
<b>Performance Ratings</b>	<b>Measure 10.1 – 2 Points: From FY18 to FY19, the average of the school’s annual attendance rates will be at least 92.5%.</b>		<b>Result:</b> 95%
<b>Exceeds Target (x 1.5)</b>	The average of the school’s annual attendance rates is at least 95.0%.	<b>X</b>	<b>3</b>
<b>Meets Target (x1.0)</b>	The average of the school’s annual attendance rates is at least 92.5%.		
<b>Approaches Target (x0.5)</b>	The average of the school’s annual attendance rates is at least 90.0%.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 10.2 – 4 Points: From FY20 to FY22 the average of the school’s annual consistent attendance rates will be equal to or greater than the state.</b>		<b>Result:</b> Not Scored as Consistent Attendance Rate was not Calculated for FY22
<b>Exceeds Target (x 1.5)</b>	The average of the school’s annual attendance rates is 90% or greater.		
<b>Meets Target (x1.0)</b>	The average of the school’s annual attendance rates is equal to the state.		
<b>Approaches Target (x0.5)</b>	The average of the school’s annual attendance rates is within 5% of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>2</b>	<b>3</b>
			<b>% Earned</b>
			<b>150.0%</b>

**Analysis:** The school had strong attendance thus far over the term of the contract, with an overall annual rate of 95% (rounded up from 94.9%), which exceeds target. Measure 10.2 could not be scored as the state did not calculate Consistent Attendance for FY22.

## Discovery Woods School Environmental Education Performance Evaluation

### Overview

The Osprey Wilds Environmental Learning Center 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. The overarching goal of environmental education is an environmentally literate citizenry. The test of environmental literacy is the capacity of an individual to work individually and collectively toward sustaining a healthy natural environment. This requires sufficient awareness, knowledge, skills, and attitudes in order to create a healthy planet where all people live in balance with the Earth.

The Environmental Evaluation (EE) Performance Framework was derived through a review of Osprey Wilds’ charter contract, Minnesota’s plan for environmental education, as well as the “Awareness to Action Continuum,” identified in the Tbilisi Declaration (1977) and outlined from left to right below. Also known as the “environmental literacy ladder,” this loose hierarchy lays out the five essential components of environmental literacy. Each area is designed to build on the previous steps, although there may be some overlap.



No single indicator 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.

This evaluation is informed by data from state assessments, data provided by the school, Osprey Wilds site visits to the school, interviews, and other information available to Osprey Wilds. 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 Osprey Wilds Board of Directors.

The Osprey Wilds Environmental Learning Center (Osprey Wilds), as part of the charter contracts with each school we authorize, evaluates each school’s progress towards its environmental education (EE) related goals. 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.

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

### Environmental Education Performance Indicators

The Environmental Education Performance Framework includes eight indicators, or general categories, used to evaluate a school’s environmental education performance.

<b>OUTCOMES</b>	<b>Indicator 1:</b> 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.
	<b>Indicator 2:</b> Knowledge	Students have knowledge of how natural systems function and how human systems interact with and depend on them.
	<b>Indicator 3:</b> Attitudes	Students demonstrate respect and concern for the earth’s health and the motivation to participate in environmental stewardship.
	<b>Indicator 4:</b> Skills	Students possess the skills needed to identify and critically analyze environmental issues, and to contribute to resolving the root of environmental challenges.
	<b>Indicator 5:</b> 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.
<b>INPUTS</b>	<b>Indicator 6:</b> 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.
	<b>Indicator 7:</b> 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.
	<b>Indicator 8:</b> 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.



## **Ratings**

Each measure will receive one of five ratings based on evaluation of the established indicators. 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.

### **OUTCOMES:**

#### **Exceeds Standard**

The school met its contractual goal, implements fully established EE programs, and provided evidence of increasing environmental literacy among its students and faculty.

#### **Meets Standard**

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

#### **Approaches Standard**

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

#### **Does Not Meet Standard**

The school did not meet its contractual goal or did not provide evidence to demonstrate an emergent level of environmental literacy among its students and faculty.

### **INPUTS:**

#### **Well-Developed**

The school's performance is commendable in that it meets or exceeds Osprey Wilds' standard.

#### **Approaching Well-Developed**

The school's performance is fundamentally sound in that it contains most aspects of a well-developed practice but requires one or more material modifications to meet Osprey Wilds' standard.

#### **Partially Developed**

The school's performance is incomplete in that it contains some aspects of a well-developed practice but is missing key components, is limited in its execution, or otherwise falls short of meeting Osprey Wilds' standard.

#### **Minimally Developed**

The school's performance is inadequate in that the school has minimally undertaken the practice or is carrying it out in a way that falls far short of meeting Osprey Wilds' standard.

#### **Undeveloped**

The school's performance is wholly inadequate in that the school has not undertaken the practice at all or is carrying it out in a way that is not recognizably connected to Osprey Wilds' standard.

## Summary of Environmental Education Performance

Indicator		Rating	
<b>Outcomes</b>	<b>Indicator Area 1:</b> Awareness	Meets Standard	
	<b>Indicator Area 2:</b> Knowledge	Meets Standard	
	<b>Indicator Area 3:</b> Attitudes	Approaches Standard	
	<b>Indicator Area 4:</b> Skills	Meets Standard	
	<b>Indicator Area 5:</b> Action	Meets Standard	
<b>Inputs</b>	<b>Indicator Area 6:</b> Environmental Education Program	<b>6.1:</b> Curriculum and Instruction	Well-Developed
		<b>6.2:</b> School Culture	Approaching Well Developed
		<b>6.3:</b> Alignment to Mission or Community	Approaching Well Developed
	<b>Indicator Area 7:</b> Governance	Well-Developed	
	<b>Indicator Area 8:</b> Operations	Well-Developed	

### Summary

Over the term of the contract, Discovery Woods School (DWS) made evident progress in strengthening its Environmental Education (EE) program. The school is intentional about fostering authentic understanding by connecting students with their learning, which involves not only books and teachers, but through direct experience of studying the environment and community in which they live. The result is a school that practices and values environmental education and stewardship.

DWS’s mission and instructional program communicate a commitment to environmental stewardship and a value of both instructional and recreational time spent around and within the natural world. There is a strong record of field trips and explorations beyond the school surroundings.

The school clearly has demonstrated success on outcomes and many of the inputs, a reflection of the adult culture and the value that is placed on environmental literacy and sustainability. It will be important in the future for the Board of Directors to demonstrate greater engagement in monitoring and supporting environmental education efforts in order to sustain and further develop student environmental literacy outcomes.

## **EE Performance Indicator 1: Awareness**

### **Standard:**

Students demonstrate an awareness of the relationship between the environment and human life and the diversity of life that shares the earth with humans.

### **School Goal:**

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

### **Rating:**

**Exceeds Standard**

The school met its contractual goal, implements fully established EE programs, and provided evidence of increasing environmental literacy among its students and faculty.

**Meets Standard**

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

**Approaches Standard**

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

**Does Not Meet Standard**

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

### **Data:**

DWS 2021-2022 ELP indicated the following measure for this indicator area:

- Explore Gregory Park and the school garden and grounds.
  - Through exploration and journaling, 90% of students in grades K-2 will have an increase of 50% in observations from fall to spring of man-made and natural objects around the school grounds and Gregory Park.
  - Through exploration and journaling, 90% of students grades 3-6 will be able to identify ten impacts that humans have had on the landscape around the school grounds and Gregory Park.
    - 100% or 27/27 students in grades 1-2 had an increase of 50% or more from fall to spring of man-made and natural objects around the school ground and Gregory Park.
    - 100% or 28/28 students in grades 3-4 identified ten impacts that humans have had on the landscape around the school grounds and Gregory Park.
- All students K-6 will grow a plant from seed and study plant needs, life cycles and parts.
  - 90% of K-3 students will be able to identify all stages of plant growth including: seed, seedling, tree, flower, and fruit. As well as be able to identify parts including: plant, roots, stem, leaf, and flower.
  - 90% of 4- 6 students will document all stages of plant growth including: seed, germination, seedling, plant/tree, flower, and fruit. As well as be able to identify the parts of a flower including: sepal, petal, stamen, pistil, and ovule.

- 80% or 24/30 students in grades 1-2 were able to identify all stages of plant growth in order. 94% or 46/49 students in grades K-2 were able to identify parts of a plant.
- 74% of students in grades 3-4 were able to identify stages of plant growth in order. Students in grades 3-4 were not assessed for parts of a flower in the 2021-2022 school year.
- 25% or 3/12 students in grades 5-6 were able to document stages of plant growth in order (they did not recognize the term “germination”). 80% or 8/10 students in grades 5-6 were able to identify the parts of a flower.

**Analysis:**

In the 21-22 school year, the school provided evidence that the target number of students successfully met the learning target for the first strategy and method. Not all grade levels were able to participate in each part of the strategy and evaluation method for 1.2, and in several areas, students did not meet the learning target. The evidence from strategy and evaluation method 1.1 demonstrates that students and staff at DWS have or are increasing their awareness of the relationship between the environment and human life.

Over the term of the contract, the school Approached Standard for several years, improving performance data outcomes by meeting standard in FY22. Osprey Wilds is not using data from the 2019-2020 school year for accountability purposes due to the disruptions from the Covid-19 pandemic. The annual EE performance data provided to Osprey Wilds during the term of the contract demonstrates that overall, the school is improving systems to ensure student outcomes meet the learning targets outlined in Indicator 1, and therefore the school earns a rating of Meets Standard.

## **EE Performance Indicator 2: Knowledge**

### **Standard:**

Students have knowledge of how natural systems function and how human systems interact with and depend on them.

### **School Goal:**

1. Students and staff at Discovery Woods School have the knowledge, or are increasing their knowledge, of human and natural systems and processes.

### **Rating:**

**Exceeds Standard**

The school met its contractual goal, implements fully established EE programs, and provided evidence of increasing environmental literacy among its students and faculty.

**Meets Standard**

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

**Approaches Standard**

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

**Does Not Meet Standard**

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

### **Data:**

DWS 2021-2022 ELP indicated the following measure for this indicator area:

- Students in grades 1-2 will learn about MN animals and their habitat. Gregory Park and the school grounds will be used to search for animal signs such as track and scat.
  - 90% of students in grades 1-2 will receive a passing score (according to the teacher created rubric) on their animal project.
    - 90% or 28/31 students in grades 1-2 received a score of 70% or above on their animal project.

- All 5th graders will learn about MN biomes and the flora and fauna within.

- 90% of students in grade 5 will receive a passing score (according to the teacher created rubric) on an individually created Biome project.
  - 90% or 9/10 students in grade 5 received 80% or higher on their Biome project.

**Analysis:**

(Meets) In the 21-22 school year, the school provided evidence that the target number of students successfully met the learning target for the both the first and second strategy and method. This evidence demonstrates that students and staff at DWS have or are increasing their knowledge of human and natural systems and processes.

Over the term of the contract, the school Approached Standard once and then met standard the remaining years of the contract for which the school is being held accountable. Osprey Wilds is not using data from the 2019-2020 school year for accountability purposes due to the disruptions from the Covid-19 pandemic. The annual EE performance data provided to Osprey Wilds during the term of the contract demonstrates that overall, the school has systems in place to ensure student outcomes meet the learning targets outlined in Indicator Area 2, and therefore the school earns a rating of Meets Standard.

## **EE Performance Indicator 3: Attitudes**

### **Standard:**

Students demonstrate respect and concern for the earth's health and the motivation to participate in environmental stewardship.

### **School Goal:**

1. Students and staff at Discovery Woods School have an attitude, or are increasing their attitude of, appreciation and concern for the environment.

### **Rating:**

**Exceeds Standard**

The school met its contractual goal, implements fully established EE programs, and provided evidence of increasing environmental literacy among its students and faculty.

**Meets Standard**

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

**Approaches Standard**

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

**Does Not Meet Standard**

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

### **Data:**

DWS 2021-2022 ELP indicated the following measure for this indicator area:

- All students K-6 will take a survey on Environmental Education twice per year to gauge increases in environmental stewardship.
  - 90% of all students will be able to increase their knowledge by 50% or more of environmental stewardship from fall to spring.
    - Overall the average raised by over 50% on the environmental awareness survey in grades 1-2. Students in grades 1-2 scored an average of 3.64/6 (60%) in the fall, raising their average to 5.5/6 (92%) in the spring. Responses totaled 28 students in the fall and 29 students in the spring. Grades 1-2 met the goal for 3.1.
    - Students in grades 3-4 went from an average score of 6.45/9 (72%) in the fall to 7.22/9 (80%) in the spring on the environmental awareness survey. Responses totaled 29 in the fall and 27 in the spring. Due to the high scores in the fall, it was not possible to raise scores by 50% or more of the original average. Grades 3-4 did not meet the goal for 3.1.
    - Students in grades 5-6 went from an average of 6.33/12 (53%) in the fall to 6.92/12 (58%) in the spring. The questions on the 5-6 survey will need to be modified for clarity for grading if the survey continues to be used. Grades 5-6 did not meet the goal for 3.1.

- If we interpret the results another way, 2/15 (13%) students received a score of 67% or higher in the fall, and 7/13 (54%) students received a score of 67% or higher in the spring, which shows overall improvement.

**Analysis:**

In the 21-22 school year, the school provided evidence that the target number of students successfully met the learning target in grades 1-2. While overall the other grades did not improve according to the learning target, each grade showed improvement in scores from fall to spring. In any future ELP, the school could consider how to write this goal so that the learning target is a more attainable percentage of improvement, or, so that if students average a high score initially, they are maintaining **or** improving there score.

Over the term of the contract, the school earned a rating of Does Not Meet Standard in the initial year, improving performance data outcomes by approaching standard in FY21 and FY22. Osprey Wilds is not using data from the 2019-2020 school year for accountability purposes due to the disruptions from the Covid-19 pandemic. The annual EE performance data provided to Osprey Wilds during the term of the contract demonstrates that overall, the school is working to improve systems to ensure student outcomes meet the learning targets outlined in Indicator 3, and therefore the school earns a rating of Approaches Standard.



## **EE Performance Indicator 4: Skills**

### **Standard:**

Students possess the skills needed to identify and critically analyze environmental issues, and to contribute to resolving the root of environmental challenges.

### **School Goal:**

1. Students and staff at Discovery Woods School have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life.

### **Rating:**

**Exceeds Standard**

The school met its contractual goal, implements fully established EE programs, and provided evidence of increasing environmental literacy among its students and faculty.

**Meets Standard**

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

**Approaches Standard**

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

**Does Not Meet Standard**

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

### **Data:**

DWS 2021-2022 ELP indicated the following measure for this indicator area:

- Sixth graders will make a presentation of an environmental action project which will be available through a live and/or virtual format.
  - 90% of students will receive a passing score on a teacher created rubric based on their presentation about the action project including how the project impacts our school and community.
    - Sixth graders researched and performed an action project focused on testing the water in the Mississippi River in the fall and the spring and also stenciling storm drains in the neighborhood. Our school is located 2 blocks from the Mississippi River and all the drains lead to the river. Students researched which pollutants we found and the impacts of each. They wrote a flyer to give to families in the neighborhood

while stenciling and shared with the school community. They created a slideshow presentation that was shared with families during our spring showcase and with the Project YES! judges.

- 100% or 6/6 students received a passing score on the rubric based on the presentation.

**Analysis:**

In the 21-22 school year, the school provided evidence that the target number of students successfully met the learning target. In addition, this strategy and evaluation method incorporated learning across season and different applications and connections to environmental issues. It is great that they were able to showcase their learning with the broader community through Project Yes! in addition to families in the neighborhood. Finally, this project is a great example of using opportunities in the local context to build students' connection to the content. This evidence demonstrates that students and staff at DWS have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life.

Over the term of the contract, the school earned ratings of Approaches Standard and Does Not Meet Standard, improving performance data outcomes by meeting standard in FY22. Osprey Wilds is not using data from the 2019-2020 school year for accountability purposes due to the disruptions from the Covid-19 pandemic. The annual EE performance data provided to Osprey Wilds during the term of the contract demonstrates that overall, the school is improving systems to ensure student outcomes meet the learning targets outlined in Indicator Area 3, and therefore the school earns a rating of Meets Standard.

## **EE Performance Indicator 5: Action**

### **Standard:**

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. Students and staff at Discovery Woods School demonstrate the capacity, or are increasing their capacity, to work individually and collectively toward sustaining a healthy natural environment.

### **Rating:**

**Exceeds Standard**

The school met its contractual goal, implements fully established EE programs, and provided evidence of increasing environmental literacy among its students and faculty.

**Meets Standard**

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

**Approaches Standard**

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

**Does Not Meet Standard**

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

### **Data:**

DWS 2021-2022 ELP indicated the following measure for this indicator area:

- Sixth grade students will work towards sustainable environmental solutions by implementing their Project YES! action project in the school or community, involving other students and community members.
  - At least 70% of the sixth grade students will be involved in following through with all aspects of the action project, including working on the presentation and doing the actual project. Participation will be assessed based on a teacher developed collaborative work rubric. Past examples include building a rain garden, educating students and staff about single-use plastics, and implementing water saving methods throughout the school.
    - As noted above, the sixth grade students implemented their action project and made a presentation. All 6/6 (100%) students received 70% or better on their collaborative work rubric.
- All students at Discovery Woods will be active in preparing, planting and harvesting the school garden.
  - 90% of students in K-6 will plant, weed, and harvest crops in the school garden as evidenced by the sign-in sheet and record log in the garden.
    - All students were able to plant seeds to monitor their growth while in class

and bring them home. Students also helped to plant seeds inside to grow under grow lights for use in the school garden. All teachers visited the garden with students in the fall to harvest tomatoes, carrots and beans, and to plant garlic.

- Students in the spring visited the garden during class in May as well as recess and after school to plant, water, and weed.

**Analysis:**

In the 21-22 school year, the school provided evidence that the target number of students successfully met both of the learning targets. In addition to the multifaceted Project Yes! project, the fact that all students/classes were able to do work in the garden in multiple seasons is evidence of a working system of allocating time and energy to a school wide environmental effort. This evidence demonstrates that students and staff at DWS demonstrate the capacity, or are increasing their capacity, to work individually and collectively toward sustaining a healthy natural environment.

Over the term of the contract, the school Approached Standard and then improved performance data outcomes by meeting standard in FY21 and FY22. Osprey Wilds is not using data from the 2019-2020 school year for accountability purposes due to the disruptions from the Covid-19 pandemic. The annual EE performance data provided to Osprey Wilds during the term of the contract demonstrates that overall, the school is improving systems to ensure student outcomes meet the learning targets outlined in Indicator 5, and therefore the school earns a rating of Meets Standard.

## **EE Performance Indicator 6: Environmental Education Program**

### **Standard:**

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.

### **6.1 Curriculum and Instruction**

Environmental education is integrated into the core curricula or used as an integrating theme across the curriculum.

### **Rating:**

**Well-Developed**

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

**Approaching Well-Developed**

The school 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).

**Partially Developed**

The school employs environmental education as a strategy for teaching and learning within its science curriculum. Its application is not evident in other disciplines.

**Minimally Developed**

The school occasionally teaches concepts related directly to the natural environment but does not employ environmental education as a pervasive educational strategy for teaching and learning in any discipline.

**Undeveloped**

The school does not employ environmental education as a strategy for teaching and learning.

**Data:** Annual Reports, EE Surveys, School Website, Renewal Application, site visits and interviews

### **Analysis:**

As evidenced in the school's Annual Reports, the school website, and Environmental Education surveys, learning in and from natural environments is integrated into the curriculum at Discovery Woods School. With support from the Environmental Education Coordinator (EE Coordinator), staff intentionally connect core content areas like ELA to EE themes and experiences. A recent example was a combined social studies and science project in which 3<sup>rd</sup> and 4<sup>th</sup> graders studied water use, culminating in a walk to the Mississippi where students collected a gallon of water and walked it back to the school. The reading specialist works with the EE Coordinator to identify read-alouds that incorporate nature and ecological learning, and teachers are encouraged and supported to bring classes outside as often as possible. This integrated approach to environmental education provides many opportunities for deeper inquiry and develops students' knowledge over time.

From the school's FY22 Annual Report:

“The upper level science teacher and ELA teacher collaborated on projects such as nature journaling and researching famous environmentalists. At the younger grades, students also read about plant and animal life cycles as described in the science standards but are also applied with meeting the ELA writing standards. In Children’s House, teachers use natural objects and nature-themed resources to teach math and alphabet skills. The school reading specialist and EE coordinator work together to implement classroom read aloud books and chapter books that have nature and ecological themes within the ELA curriculum. By using topics in EE that are engaging for students, they have a higher success rate in listening, comprehension, and writing skills.”

Data presented in the school’s environmental education surveys, annual reports, and renewal application demonstrate that DWS has embedded environmental education in teaching and learning across the majority of disciplines. Ample cross-curricular collaborations are evident, as in the experiential project on water use referenced in the FY22 EE Survey, incorporating social studies, Environmental Education, and Science.

## 6.2 School Culture

The school creates a positive social and academic environment to support students in the process of learning, asking questions and thinking critically about environmental issues and solutions.

### Rating:

**Well-Developed**

Evidence of a school culture of environmental sustainability and stewardship is observable in the classroom, work spaces, and school yard and readily evident when interviewing students, leadership, and faculty.

**Approaching Well-Developed**

Evidence of a school culture of environmental sustainability and stewardship is observable in some classrooms or other areas of the school and evident in most interviews with students, leadership, and faculty.

**Partially Developed**

Evidence of a school culture of environmental sustainability and stewardship is inconsistent and limited across classrooms and individuals.

**Minimally Developed**

Evidence of a school culture of environmental sustainability and stewardship is inadequate or falls far short of satisfying the standard.

**Undeveloped**

All or nearly all students, school leadership, staff, and faculty are unaware of the school's environmental education requirements or are actively resistant to environmental stewardship, sustainability, or education.

### Analysis:

Many classroom observations and interviews with students and parents conducted on site visits to DWS throughout the contract term demonstrate that environmental education is a focus of the school. Parents expressed that the environmental stewardship component of the school's mission drew them to the school. Evidence of student learning and projects related to EE could be found in some classrooms and other areas of the school.

School leadership regularly articulate and reinforce the values of environmental stewardship with staff. The school has also developed a practice of surveying teachers about EE, asking questions about the school's ELP goals, staff comfort with instruction on EE-related topics, and if/where they need support from the EE Coordinator. As indicated in the school's FY22 EE Survey:

We often remind teachers of our mission and vision during staff meetings, including reminders of paper and electricity use as well as recycling. By modeling behavior for our students and educating them about sustainability concepts such as recycling, reusing, and being kind to the earth we hope to create an atmosphere of caring and knowledge of environmental practices. Students often have ideas of how we should change our school-wide behaviors (such as disposable lunch trays) and begin to develop solutions in the student leadership group. When we visit natural areas or parks, we remind students of leave no trace practices and if we are collecting for a leaf collection or similar project, how to do it sustainably.

DWS' FY21 Annual Report describes how staff development is pursued annually to support the continued growth and development of staff knowledge and familiarity with environmental education topics. The school also reports that standard challenges remain in maintaining program fidelity amidst staff turnover in recent years, and shifting dynamics due to the pandemic. The dedicated role of the school-wide EE coordinator is a critical strategy to ensure all students have access to quality environmental education even with these challenges.



### 6.3 Alignment to Mission or Community

The school adapts environmental education to the needs and unique aspects of the school's educational program or the needs of the school community.

#### Rating:

**Well-Developed**

The school fully integrates environmental education in the majority of school-related activities and events, and is central to mission fulfillment.

**Approaching Well-Developed**

Environmental education values and strategies are readily evident in the school's projects and programs, but not central to its mission fulfillment.

**Partially Developed**

Environmental education values and strategies are evident in some of the school's projects and programs, but not central to its mission fulfillment and limited in execution.

**Minimally Developed**

The school has minimally undertaken environmental education or is carrying it out in a way that is not relevant to its mission or community.

**Undeveloped**

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

#### Analysis:

Mission: To provide Brainerd Lakes Area families a choice for quality elementary education centered around the individual needs of the child with a focus on the environment.

Vision: Discovery Woods is dedicated to educational excellence, environmental stewardship, and personal growth. Our students will have the foundation to be critical thinkers and responsible citizens.

#### Goals:

- To increase learning opportunities and achievement for pupils
- To deliver standards based instruction using a variety of effective teaching strategies
- To provide a Montessori inspired education
- To emphasize environmental education throughout grade levels and content areas.

The school has adapted the EE program throughout the years of the contract in order to best serve students and staff in the development of environmental literacy. In its renewal application, the school articulated recent adjustments including the implementation of a Project Learning Tree curriculum schoolwide. Additionally, the school has embedded environmental education into the preschool program, tracking components of that in addition to typical kindergarten readiness competencies. In its FY22 EE survey the school expressed that, "In order for each student to receive a similar experience between classrooms, we continue to work on a cohesive EE curriculum that will be applied at each grade level. Each student also has a different background when it comes to comfort outside or with nature. We work with students to meet them where they are at and

develop a middle level where students who are excited about the outdoors and those who are unsure can each be comfortable.”

Over the duration of the contract term, the school provided clear examples of stewardship projects in action, like the use of the school garden for outdoor learning. Another example of the school’s mission in action is the combined project in 3<sup>rd</sup> and 4<sup>th</sup> grade using social studies and science and EE concepts. Students combined learning in the classroom with walking to the Mississippi River landing, then carried back a gallon of water to school to understand how much we take water for granted in the area and how saving water is important.

The school has also demonstrated that it can and will adapt environmental education to the unique needs of the school community in its response to Distance Learning. According to the FY21 EE survey:

Teachers were able to use the Seesaw platform to assign work such as nature v. manmade, plant life cycles and parts, living and non-living, and animal classification. Students also continued nature journaling at home, and researching for long-term projects. Students in upper grades learned about pheno-phases at school and were able to then look around their own yard during distance learning for pheno-phases in trees and shrubs. Most activities that students would be expected to do while learning in-person were able to be assigned virtually.

According to the school’s FY21 Annual Report, over 90% of families responded that the mission of the school is important to them. Environmental education is central to DWS’ mission fulfillment, though the school is continuing to invest in the curriculum, strategies, and practices that will ensure EE values and strategies are readily and consistently evident in the school’s projects and programs.

## **EE Performance Indicator 7: Governance**

### **Standard:**

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.

### **Rating:**

#### **Well-Developed**

The school meets four or more of the following criteria:

- The board of directors allocates appropriate funding to implement an environmental education program, as evidenced by the school budget and budget discussion recorded in the board meeting minutes;
- The board of directors monitors the school's progress toward its EE goals at a minimum quarterly, as evidenced by board meeting minutes;
- Discussions about facilities, food program, transportation, schoolyard, and purchasing include consideration for environmental sustainability, as evidenced by board meeting minutes;
- The school's mission statement indicates a strong commitment to EE principles or practices;
- Staff and faculty receive appropriate training to implement the school's environmental education and recycling programs; and
- The school has systems in place to track its progress toward increasing student, faculty, and school leader environmental literacy.

#### **Approaching Well-Developed**

The school meets three of the criteria listed above.

#### **Partially Developed**

The school meets two of the criteria listed above.

#### **Minimally Developed**

The school meets one of the criteria listed above.

#### **Undeveloped**

The school meets none of the criteria listed above.

### **Analysis:**

There is consistent evidence that the school meets 4 of the criteria listed above:

- The school's mission statement indicates a strong commitment to EE principles or practices;
- The school has systems in place to track its progress toward increasing student, faculty, and school leader environmental literacy.
- Staff and faculty receive appropriate training to implement the school's environmental education and recycling programs; and
- The board of directors allocates appropriate funding to implement an environmental education program, as evidenced by the school budget and budget discussion recorded in the board meeting minutes;

In addition to a clear commitment to EE principles in its mission, board meeting minutes indicate that the school has systems in place to track its progress toward increasing student, faculty, and

school leader environmental literacy. Throughout the term of the contract, the school improved the consistency of EE reporting given at board meetings. While there is some evidence as found in Board of Directors meeting minutes (specifically later in the term of the contract) that the board engages in periodic, substantial discussions regarding environmental education outcomes, the emphasis is often on the implementation of learning activities rather than progress towards contractual goals, or needs regarding the environmental education program. It will be important for the board to be more consistently engaged in monitoring and supporting this work in the future so that conversations regarding the environmental literacy outcomes are happening at least quarterly each year of the contract.

Staff and faculty receive annual training and coaching to improve the implementation of the school's EE and waste reduction programs.

There is evidence that some funding is allocated to implement the environmental education program, as the school funds trips for EE (Deep Portage Environmental Learning Center, Northland Arboretum), and invests in equipment and curriculum for EE. However, according to the FY22 EE survey, most of the EE funding comes from funding received through fundraisers.

## **EE Performance Indicator 8: Operations**

### **Standard:**

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.

### **Rating:**

#### **Well-Developed**

The school has a waste reduction and recycling program in place and provides ample, observable evidence that its decision-making and operations reflect a commitment to environmental sustainability in four or more of the following areas:

- Facilities (e.g. lowering energy costs, refillable water bottle stations, low-VOC cleaners)
- Food (e.g. locally sourced food, low or no waste packaging, ort collection, composting)
- Schoolyard and outdoor areas (e.g. school garden, native plantings)
- Transportation (e.g. incentivizing carpools or biking, offset carbon footprint of buses)
- Purchasing (e.g. purchasing office supplies made from recycled materials, contracting with low-impact service providers, ensuring end-of-life recycling for purchases)
- Teacher training (e.g. school-wide or individual professional development, EE in PLCs)

#### **Approaching Well-Developed**

The school has a waste reduction and recycling program in place and meets three of the criteria listed above.

#### **Partially Developed**

The school has a waste reduction and recycling program in place and meets two of the criteria listed above.

#### **Minimally Developed**

The school has a waste reduction and recycling program in place and meets one of the criteria listed above.

#### **Undeveloped**

The school does not have a waste reduction and recycling program in place or does not meet any of the criteria listed above.

### **Analysis:**

There is evidence that the school has a waste reduction and recycling program in place and provides ample, observable evidence that its decision-making and operations reflect a commitment to environmental sustainability in four or more of the following areas:

- Facilities (e.g. lowering energy costs, refillable water bottle stations, low-VOC cleaners)
- Teacher training (e.g. school-wide or individual professional development, EE in PLCs)
- Schoolyard and outdoor areas (e.g. school garden, native plantings)
- Food (e.g. locally sourced food, low or no waste packaging, ort collection, composting)

In the FY22 EE Survey, the school reported:

Operational decision making always has an undercurrent of sustainability. We have our food service sourced out to ISD 181, they have been using compostable trays during COVID

and we have received the green light to go back to washable trays and silverware. The conversation has been started to begin this process. The school garden is used for an outdoor classroom and discussion of sustainability of local foods, as well as learning about growing your own food. Transportation is addressed through the students walking as much as possible to field trip areas instead of busing. We try to purchase as much eco-friendly products as possible within the school budget, and encourage teachers to reuse items instead of buying new. Our PD for teachers includes at least one EE element during our fall workshops and teachers are encouraged to attend more throughout the year, as provided via emails from the EE coordinator. The school also has applied and been accepted to have a member of the Minnesota GreenCorps at the school for the next school year. They will be working on increasing the energy efficiency of the building through renewables and retrofits. They will also be educating the students, staff, and public about things they can do in our school and their own homes to increase efficiency in order to decrease air pollutants.

In addition, the school's renewal application reports that the school sought out and received a grant for convertible benches that have enabled greater and more consistent access to the outdoor classroom. The FY21 Annual Report articulates that the PE teacher checks out equipment available locally such as bicycles and snowshoes to get students outside in all seasons. This is evidence of the school seeking out and providing additional resources so that students have greater access to outdoor learning and environmental education.

Annual reports throughout the contract term comment on the annual professional development provided to teachers to support environmental education initiatives. In addition, the school is intentional to include discussion of environmental education in interviews with incoming staff to establish environmental stewardship as a core value and operating principle.

## **Discovery Woods School**

### **FY19-21 Financial Performance Evaluation**

#### **Contract term: July 1, 2018-June 30, 2023**

#### **Overview**

The Financial Performance Evaluation 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. This framework was derived through a review of model authorizer practices, charter school lender guidance, and expertise in the field. In completing the evaluation, Osprey Wilds 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.

#### **Financial Performance Indicators**

The Financial Performance Framework includes three indicators, or general categories, used to evaluate a school's financial performance.

##### **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 Osprey Wilds. 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.**

## **Summary Discussion**

The financial health of Discovery Woods School has improved significantly during the last three years, ending FY21 with a total fund balance of over \$826,000. All measures of short-term and long-term financial health improved in FY21; the school's fund balance increased by approximately \$187,000 to 85.7% and the school met enrollment targets. The school maintained a strong cash position and debt remained minimal.

With regard to financial management, the school has demonstrated improvements in terms of developing and monitoring the budget and projecting enrollment. While the board annually approves budgets, there is room for additional board engagement in the process of monitoring and setting the budget. The school had a clean audit with no findings and resolved a legal compliance finding from FY20.

Given the school's financial strength, it is in a position to consider how best to manage its resources to promote continued financial stability while also investing in people and programs to ensure strong and sustainable outcomes for students.



## Summary of Financial Performance

<b>Financial Statements – Three-year Summary</b>			
	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Balance Sheet</b>			
Cash	\$378,909	\$582,277	\$656,295
Current Assets	\$594,966	\$763,525	\$941,335
Non-Current Assets	\$85,414	\$80,621	\$69,129
<b>Total Assets</b>	<b>\$680,380</b>	<b>\$844,146</b>	<b>\$1,010,464</b>
Current Liabilities	\$87,288	\$69,789	\$60,158
Non-Current Liabilities	\$0	\$0	\$152,306
<b>Total Liabilities</b>	<b>\$87,288</b>	<b>\$69,789</b>	<b>\$212,464</b>
<b>Net Assets</b>	<b>\$593,092</b>	<b>\$774,357</b>	<b>\$798,000</b>
<b>Income Statement (All Funds)</b>			
Total Revenue	\$1,568,218	\$1,561,118	\$1,423,869
Total Expenditures	\$1,367,004	\$1,375,033	\$1,388,761
Debt Proceeds & Capital Leases	\$0	\$0	\$152,306
Surplus (Deficit)	\$201,214	\$186,085	\$187,414
<b>Total Fund Balance</b>	<b>\$507,678</b>	<b>\$693,763</b>	<b>\$881,177</b>
<b>Total Unrestricted General Fund Balance</b>	<b>\$451,174</b>	<b>\$637,085</b>	<b>\$826,699</b>
<b>Enrollment Information – Pupil Units (P.U.)</b>			
Budgeted Enrollment	114.00	124.00	127.00
Actual Enrollment	117.97	118.30	104.21
Maximum Total Enrollment (number of students) <i>Per section 6.5(a) of the charter contract</i>	125	125	125

<b>Financial Performance Evaluation –Summary</b>			
<b>Management Indicators</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Budgeting	Meets	Meets	Meets
Financial Policies and Practices	Meets	Meets	Meets
Financial Reporting	Meets	Meets	Meets
Financial Audit	Meets	Meets	Meets
<b>Near-Term Indicators</b>			
Current Ratio	6.58	10.94	15.65
Days Cash on Hand	110	153	164
Enrollment Variance	103.5%	95.4%	82.1%
<b>Sustainability Indicators</b>			
Fund Balance Percentage	44.4%	57.8%	85.7%
Total Margin/Aggregated Three-Year Total Margin	12.8%/7.0%	11.9%/10.6%	13.2%/12.6%
Debt to Asset Ratio	0.13	0.08	0.21

## **Financial Performance Indicator 1: Financial Management**

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

#### **Meets Standard**

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

- Board meeting minutes and/or audit notes document approval of fiscal year budget on or prior to the June 30 statutory deadline.
  - The board appropriately monitors the budget, which may include:
    - Monthly review of budget to actuals;
    - Mid-year budget updates approved by the board as appropriate;
- The board reviews and approves quality monthly financial statements which include recommended reports: balance sheet, income/expense statement, cash flow statement (at least quarterly), budget vs. actual report, enrollment report, disbursements.
- Budget variances are reasonable. The variance compares actuals to projected revenues and expenditures based on the school's approved budget as of December 1\* for all fund areas.
  - Revenue variance: Does the school meet or exceed overall revenue projections?
  - Expenditure variance: Does the school stay within or below expenditure projections?

\*Our intention is to compare year-end actuals to the December 1 approved budget. In lieu of that we will compare to the revised budget that we have available to us. Please ensure Osprey Wilds has your approved budget as of December 1 of each fiscal year.

#### **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.

#### **Calculation**

Revenue Variance = (Actual Revenue – Projected Revenue) ÷ Projected Revenue  
-1.0% = (\$ 1,423,869 - \$ 1,437,982) ÷ \$ 1,437,982

Expenditure Variance = (Actual Expenditures – Projected Expenditures) ÷ Projected Expenditures  
-5.8% = (\$ 1,388,761 - \$ 1,474,703) ÷ \$ 1,474,703

#### **Analysis**

The board approved FY21 and FY22 annual budgets prior to the start of its respective fiscal years; however, there is minimal evidence to suggest that the board engages in development of the budget prior to its approval. Typically this responsibility falls to the school leader and the school's contract financial service provider. The school indicated it is starting a Finance Committee in FY23 to review the financials on a monthly basis before meetings, participate in budget planning, monitoring, and revision, and engage in future planning for the school.

Budget to actual variances for FY21 were -1.0% for revenues and -5.8% for expenditures. It appears that some of this is due to unplanned personnel changes, building improvements, and impacts from Covid-19. It is worth noting that these variance are based off of the working budget that is reviewed monthly and not the official approved or revised budget. Variances would be significantly greater (-7.8% and -9.1% respectively) if based on the approved budget.

The school board receives and approves quality monthly financial statements from a third party financial service provider. These statements include the use of a “working budget” to help monitor actual changes compared to the approved budget. This is an effective practice for boards, although the board did not formally approve a revised FY21 budget until June 2021, at the end of the fiscal year.

During FY20 the board completed training at most meetings, including related to financial oversight, and in FY21 the board participated in training on the appropriate use of public funds. While ongoing training is warranted, evidence from meeting minutes suggests the board is taking a more active role in financial oversight, and the school leader is developing additional skills in charter school financial management.

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

**Meets Standard**

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

- Contracting/Purchasing Policy
- Fund Balance Policy
- Credit Card Policy
- Conflict of Interest Policy
- Electronic Funds Transfer Policy
- Contributions and Fundraising Policy
- Group Health Insurance Policy (required if the school provides group health insurance coverage)
- Assessing Student Fees Policy (required if the school charges fees for textbooks, workbooks, and library books)
- Appropriate use of public funds
- Sufficient internal controls

**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**

Appropriate financial policies are in place and practices are implemented by the school as confirmed by its most recent audit. Review of check registers raise no concerns about the appropriate use of public funds.

Osprey Wilds has on file the following board approved financial-related policies:

- Procurement Policy, revised September 19, 2019
- Fund Balance Policy, approved July 12, 2012
- Credit Card Policy, approved June 13, 2013
- Conflict of Interest Policy, approved April 18, 2019
- Electronic Funds Transfer Policy, approved June 20, 2019
- Contributions and Fundraising Policy, approved June 20, 2019

- Group Health Insurance Policy, approved December 19, 2022
- Assessing Student Fees Policy, revised August 29, 2022
- Purchase of Services from Authorizer Policy, approved June 2019

DWS also has in place several other financial-related policies to support effective financial management and oversight, including:

- Acceptance of Gifts Policy, adopted June 20, 2019
- Approval of Vendor Contracts Policy, adopted June 20, 2019
- Auditor Hiring & Reviewing Policy, adopted September 19, 2019
- Expense and Reimbursement Policy, adopted September 19, 2019
- Purchases of Services from Authorizer Policy, adopted June 20, 2019
- Segregation of Duties Policy, adopted June 20, 2019

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

#### **Meets Standard**

The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to financial reporting.

- Financial audit, including required supplemental information, is submitted to Osprey Wilds and MDE no later than December 31.
- Preliminary and final UFARS data are appropriately submitted (September 15 and November 30 respectively.)
- MDE School Finance Award
- CSP grant reports, SOD plans and reports and/or other required financial reports are submitted in a timely and accurate fashion.
- Financial reporting to Osprey Wilds is timely and accurate.

#### **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**

Document reviews and the annual audit confirm that the school completes its primary financial reporting obligations in an accurate and timely manner to MDE. The school has consistently earned the MDE School Finance Award, including in FY20. The school's on-time rate for financial reporting to OW through Epicenter is 100%.

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

#### **Meets Standard**

The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to the annual financial audit.

- The most recent financial audit includes no significant deficiencies or material weaknesses.
- The most recent financial audit included an unqualified/unmodified opinion.
- Any previous year audit findings have not been repeated in most recent audit

- Appropriate corrective action plan is in place to ensure any finding is not repeated in the next fiscal year.

**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 FY21 audits included an unmodified ("clean") opinion clear of any findings that are considered to be a material weakness, significant deficiency or legal compliance. The school resolved a legal compliance finding from the previous year for "Deposits in Excess of FDIC Limits."

## **Financial Performance Indicator 2: Near-Term Financial Health**

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

The current ratio measures a school's ability to pay its obligations over the next 12 months. A current ratio of greater than 1.0 indicates that the school's current assets exceed its current liabilities, thus indicating ability to meet current obligations. A ratio of less than 1.0 indicates that the school does not have sufficient current assets to cover the current liabilities and is not in a satisfactory position to meet its financial obligations over the next 12 months.

#### **Calculation**

Current Ratio = Current Assets divided by Current Liabilities

$$15.65 = \$ 941,335 \div \$ 60,158$$

#### **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.

#### **Does Not Meet Standard**

Current Ratio is less than or equal to 0.9.

#### **Analysis**

The school's current ratio increased over the term of the previous contract and increased significantly in FY21 to 15.65. This is well above standard and indicates the school is well positioned to meet current obligations.

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

The days cash measure calculates the extent to which a school has sufficient cash to meet its cash obligations. Depreciation expense is removed from the total expenses because it is not a cash expense. This critical measure takes on additional importance given the timing of school payments in Minnesota. For this measure, target levels may be adjusted based on the holdback percentage to ensure reasonable expectations, while still evaluating a school for cash levels necessary for financial health. Measures below are based on the holdback rate of 10%.

December 31 data is also included to provide a fuller picture of the school's cash position throughout the year and is averaged with June 30. In addition, any short-term borrowing done by the school to manage cash flow will be documented here, though it will not figure into calculations. Short-term borrowing will also be evident in the Current Ratio.

#### **Calculation**

Days Cash = Cash divided by [(Total Expenses – Depreciation Expense)/365]

Previous fiscal year end (June 30):

172 days = \$ 656,295 ÷ [(\$1,399,978 – \$ 11,217) ÷ 365]

December 31 of current fiscal year:

156 days = \$ 592,148 ÷ [(\$1,399,978 – \$ 11,217) ÷ 365]

164 days = Average days cash

**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.

**Analysis**

The school's days cash increased from 153 days in FY20 to 164 days in FY21, which is well above standard. This appears to be a combination of lower wages and contracted services than what was initially budgeted and the receipt of a Paycheck Protection Program (PPP) loan and federal aids related to pandemic relief.

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

The enrollment variance analysis will indicate whether the school is on target with enrollment targets from approved budgets and compares actuals to projected enrollment based on the school's originally approved budget. A school that fails to meet its enrollment targets may not be able to meet its budgeted expenses, and a poor enrollment variance is an important indicator of potential financial issues. Enrollment variance is used to evaluate a charter school's financial health as well as board and management capacity to forecast. Thus, while enrollment variance is a primary measure of financial health, it can also be seen as a secondary measure for organizational aptitude. Enrollment Variance is based on Per Pupil Units (PP) as this is the primary driver of funding.

**Calculation**

Enrollment Variance = Actual Enrollment divided by Projected Enrollment

82.1% = 104.21 ÷ 127.00

**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%.

**Analysis**

Based on the projected enrollment in the approved budget from June 2021, the School's enrollment variance dropped in FY21 to 82.1% from 95.4% in FY20, which does not meet standard for this measure. The drop in enrollment appears to be related to the effects of the pandemic, but it is important for the financial stability of the school that it continues to project enrollment accurately

and set budgets accordingly. It is worth noting however, that the board monitored a working budget monthly that was more on target with actual enrollment and had an enrollment variance of 107.4%



### **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?*

The fund balance percentage measures the equity a school has built up in its general fund. Using the Fund Balance in the General Fund, this calculation indicates the percentage of available funds that the school has in reserve in relation to its Total General Fund Annual Expenditures.

#### **Calculation**

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

$$85.7\% = \$ 881,178 \div \$ 1,027,862$$

#### **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 9.9%.

#### **Analysis**

The school's general fund balance percentage was at 85.7% or \$881,177 at FY21 year-end, a significant increase of over \$187,000 or 27.9% from FY20. Some reasons attributed to this are explained above in Indicator Area 2.2.

**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?*

The total margin measures whether a school added to its fund balance in a current year (positive total margin) or if the school depleted the fund balance in the current year (negative total margin).

The aggregated three-year total margin is helpful for measuring the long-term financial stability of the school by smoothing the impact of single-year fluctuations on the single-year total margin indicator. The performance of the school in the most recent year, however, is indicative of the sustainability of the school. It is expected that the school has a positive total margin in the most recent year, however in some instances, a school with a larger fund balance may have a planned spend down as part of a strategy to invest in some aspect of its program. Such instances will be noted in the analysis.

#### **Calculation**

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

$$13.2\% = \$ 187,414 \div \$ 1,423,869$$

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

$$12.6\% = \$ 574,713 \div \$ 4,553,205$$

**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%.

**Analysis**

The school's FY21 total margin was 13.2% which represents a net surplus of over \$187,000 in FY21 and is reflected in the increase of the schools fund balance. The school's FY21 aggregated three-year total margin was also positive at 12.6%. This meets standard for this measure and indicates the school is not only prepared to meet its current obligations, but is also in a strong position to maintain long-term financial stability.

**3.3 Debt to Asset Ratio: *Does the school have sufficient resources to manage its debt?***

The debt to asset ratio compares the school's liabilities to its assets. Simply put, the ratio demonstrates what a school owes against what it owns. A lower debt to asset ratio generally indicates stronger financial health. Charter schools in Minnesota generally do not own buildings; therefore the assets are not recorded in the books of the school. The target levels are therefore set to reflect organizations which do not own their own facilities or land. In cases where a school has an affiliated building company, this measure does not take into account the building company's assets or liabilities. Additionally, this measure does not include any long-term liabilities related to TRA and PERA.

**Calculation**

Debt to Asset Ratio = Total Liabilities divided by Total Assets

$$0.21 = \$ 212,464 \div \$ 1,010,464$$

**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.

**Analysis**

The school's debt to asset ratio increased from 0.08 in FY20 to 0.21 in FY21. This is due to the school receiving a PPP loan in FY21. This was later forgiven in October 2021 and in FY22 the current ratio should drop as a result of that, but in FY21 it was still considered a liability. This level

meets standard. This does not include any long-term liabilities related to TRA and PERA. The school has no other long-term debt.

## Discovery 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, Osprey Wilds 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 Osprey Wilds.

### 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.**

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

## 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.

**Data sources:** Exhibits D & F of the charter contract, site visit, annual report, school website

**Analysis:**

Discovery Woods School’s mission is, “To provide Brainerd Lakes Area families a choice for quality elementary education centered around the individual needs of the child with a focus on the environment.” Based on evidence gathered from site visits, interviews with students, parents, board members, and staff, and review of key documents, DWS has demonstrated fidelity to its mission and vision. The school uses the Montessori method as the foundation for their pedagogical approach, describing itself as a “Montessori inspired school.” There is abundant evidence of this inspiration throughout the school, as well as examples of ways in which the school differs from a more traditional Montessori school. For instance, the classrooms are filled with Montessori materials and the youngest grades have traditional Montessori work time in which they explore the materials. The classrooms have two grades rather than the three grades which one would see in a more conventional Montessori program (e.g. first and second grade, rather than first through third grades).

DWS works to meet student needs by balancing the Montessori philosophy in conjunction with a more standard curriculum. In the renewal application, the school states, “Discovery Woods uses Montessori philosophy as well as a personalized approach to learning that incorporates hands-on activities, inquiry-based, project-based and place-based learning. All curriculum choices and decisions are influenced and guided by the goals and mission of the school and based on the Minnesota State Academic Standards. DW has developed scope and sequence as well as curriculum review cycle. Curriculum mapping aligns curriculum, skills, standards, and expectations of course levels.” Observations, interviews, and document review confirm that the stated approach is being implemented with fidelity at the school.

The two statutory purposes the school works to enact are improving all pupil learning and student achievement, and encouraging the use of different and innovative teaching methods. There is

evidence of both purposes being fulfilled at DWS. First, the school has earned 64.1% of points available on the Academic Performance Framework over the last five years. This approaches standard overall. It is important to note, however, that the school improved its performance even in the midst of the Covid-19 pandemic. In FY19, the last pre-COVID year, the school earned 59.5% of points available. The focus on individualized learning appears to be supporting student growth well, particularly in Reading.

For the second purpose, the school states in its contract that “Our teachers offer choice, allow for collaboration between students and they teach both local and global experiences which allows students to interact with the real world. Teachers are flexible but have high expectations and they challenge in fun ways. Teachers use many learning methods including inquiry-based and project-based learning. Teachers use a child-centered approach to teaching and guide rather than instruct and they try to link each student with activities that meet his interests, needs and developmental level.” All of these approaches were observed in practice and spoken to in interviews indicating fidelity to this innovative approach. Staffing is also adequate to support this approach, with at least one teacher and one educational assistant in every classroom.

Overall, DWS is fulfilling its mission and vision as a school, while serving students with a program inspired by the Montessori Method. The passion for this educational program is evident when speaking to all staff, students, and parents, and the results of a caring community in which children are growing are apparent upon visiting the school.

**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:

- Instruction: Instructional leadership, instructional approach, implementation of evidence-based practices
- Curriculum: A broad, deep and rich curriculum, aligning curriculum to state standards
- Data: Formative assessments, data collection and analysis, remediation and acceleration practices
- Training: Professional development, teacher evaluation, observation, and feedback
- Equity: Equitable opportunities for all students, 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.

*n.b.* The only way to merit a ratio of “meets standard” is to also receive 50% or more of the possible points on the Academic Performance Evaluation.

**Data sources:** Annual report, site visit

**Analysis:**

**Instruction:** The school’s teachers and administration are focused on meeting each child’s needs and supporting them with an individualized approach. The instructional leaders noted that Children’s House is nearly 100% Montessori, but as students age the approach is based on teacher-led projects and traditional instruction. This results in Children’s House being more classically Montessori based, 6th grade being fully project based, and the other grades slowly transitioning between the two approaches. While there remains some lack of clarity around how much Montessori influence one should expect to see when walking into any classroom, the school’s approach as a “Montessori inspired” program is clear throughout. Also, there is clear support from the instructional leader in the school. She is working with teachers in different grades to model ELA instruction to be in alignment with the school’s approach and expectations. This is one way the school is working to have horizontal and vertical alignment in the school with regard to instructional expectations. The school is deep in the work of balancing traditional instruction with a Montessori, student centered lens, and is actively refining its approach using student data to help drive their decisions.

**Curriculum:** The school has implemented a new ELA and Math curriculum over the term of the contract, such as Bookworms and Go Math. They did so in response to student and teacher needs. In the renewal application, it states that, “A Curriculum Review Cycle has been originated and is being followed to better guide admin and teachers. At the individual grade level, teachers are in the process of developing proficiency scales and related rubrics to align current curriculum to the state standards. Using these scales, they then modify curriculum and assessments to meet the standards if they find areas that need improvement.”

The instructional leader is also working with teachers on their ELA lessons this year and supporting them in developing high-quality instruction in this area. The school intends to complete its deep dive into its ELA focus this year, and then shift to doing a similar approach with math. For math this year, they have moved away from Montessori math into using guided math stations and math games, with the curriculum providing the pre-assessment and post-assessment for understanding. This has assured that students are learning the same things in the same way across classrooms, which wasn’t the case previously and was an identified area of improvement.

The school has also been using Caring Community as a social-emotional (SEL) learning curriculum. Staff have been focusing on community building, relationship building, and development of SEL skills for students over the last three years. There is also a focus on providing interventions for students as needed in reading and math, and there is a whole school effort to ensure that students are being pulled for these at times when their regular classroom instruction will not be disrupted. All of these curriculum efforts were evident in classroom observations and interviews with parents, students, and staff.

**Data:** DWS uses data to align the curriculum and lessons with the needs of students. They use STAR and FastBridge as local assessments, and review statewide assessments as well as available. The school states that, “Discovery Woods relies more on local and classroom assessments due to the benchmark report on the MCAs not being useful or statistically significant with small class sizes. We are able to tailor student learning and development in subject areas to each student, however due to small class size. Using subject unit assessments teachers evaluate student growth, including pre



and posttests where applicable. Teachers also implement project based learning with rubrics to accommodate all learners and diversify assessments.” Another area where data is reviewed is in the teachers’ Professional Learning Communities (PLCs). PLC time includes data review and at least quarterly progress monitoring on curricular goals. The school has clear systems set up to review data and provide support to students with identified needs.

**Training:** Professional Development (PD) takes place in a variety of ways at DWS. Teachers are provided training in curricular areas of need, such as in the SEL curriculum and the new math curriculum. They also do fairly typical PD sessions on an annual basis prior to the start of the school year. Administration is planning to do a time study in November 2022 to determine where additional PD is needed to support staff. They completed one in fall 2021 that was helpful in determining the schoolwide focus on quality ELA instruction this year. PD is targeted and responsive to the school’s needs, and happens on an ongoing basis. For teacher evaluations, there is a clear system in place with a focus on determining the effectiveness of instruction. The renewal application states that, “The Assistant Director evaluates the instruction of each teacher three times each year. These evaluations include specific criteria related to lesson planning, instruction, and school culture. Teachers also set SMART goals based on their evaluations and create action plans in order to improve instruction.” Interviews corroborated this approach and the importance of this feedback cycle for teachers to improve their instruction.

**Equity:** Equity is a developing area for DWS at the end of the contract term. During observations and interviews, teachers spoke to collaborating with the Special Education teacher to support students, and touched on the accommodations being made and identification processes implemented in this area. Equitable learning opportunities are present for all students in the school. Additionally, Caring Community is a student-centered SEL program, and the newly selected curriculum was chosen with all students in mind. While the student-centered approach to learning and the global focus embedded in the Montessori philosophy are equitable in its essence, it is also important to be mindful of student differences and be culturally responsive as a whole community to each student’s individual culture and identity.

**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:

- School calendar meets state requirements.
- ~~Graduation requirements meet state standards.~~
- School administers state assessments as required.
- Evidence suggests the school complies with requirements of Title or federal and state programs.

**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.

**Data sources:** MDE report, annual report, school submissions to Epicenter, site visits, MDE Title reviews and school corrective action plans

**Analysis:**

In FY21, the school found that the student counts reported for the Compensatory Revenue funding for Free and Reduced Price Lunch were incorrect. Through an appeals process, the school created a corrective action plan and with the support of MDE, the counts were corrected and the school's systems of reporting were adjusted to ensure correct reporting in the future.

**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 groups (a Child Find screening is in place and the school adheres to this process)
- Operational compliance including the academic program, assessments, staffing and all other aspects of the school's program and responsibilities (school adheres to Special Education laws/IDEAS and CAPs)
- 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
- TSES manual submitted in Epicenter.

**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.

**Data sources:** Site visits, annual reports, TSES manual, MDE compliance reviews

**Analysis:**

Overall the school implements an effective Special Education program that protects the rights of students with disabilities.

On average over the term of the contract, DWS has served approximately 24% of students with IEPs. Students are served through a model that includes both inclusion and pull-out services, as appropriate for meeting a student's needs. Evaluators affirmed that the policies and processes outlined in the TSES manual are in practice at the school. The special education teachers detailed a child find process that is aligned with the process described in the TSES.

The school's Special Education Director feels that the staff have a full but manageable caseload. The school has been unable to find an additional Special Education teacher though it has been posted for two years. The current teacher has been resilient and receives a lot of support from teachers and the administration team to meet students' needs. Special Education staff report that general

education teachers are pretty responsive to IEPs, and have everything they need to implement IEP accommodations and modifications with fidelity.

Per the school's renewal application, "[DWS] had a special education fiscal and compliance audit during the 2018-2019 school year and was awarded by the Commissioner for having a clean report and no findings for corrective action. DW also received a Notice of No Findings on May 13, 2020 by the Minnesota Department of Education after review of compliance with the Individuals with Disabilities Education Act, federal grant guidance and state requirements as they relate to procurement and internal controls."

**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:

- School has an English Learner Plan of Service.
- Evidence suggests the school complies with its EL plan of service and applicable requirements.
- Enrollment packet includes the Minnesota Language Survey (MNLS).

**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.

**Data sources:** Site visits, annual reports, Minnesota Language Survey, and EL plan of service

**Analysis:**

The school does not have a significant English Learner population (0% of the students in FY22). The EL Plan of Service and renewal application are in alignment in describing the hallmarks of the schools' services and the persons responsible. DWS asks families about at-home language(s) on the enrollment form, however they do not use the Minnesota Language Survey (MNLS) specifically. While the three questions on the forms include three of the four questions on the MLS, there is specific additional information that is not included (i.e. a student's right to an education regardless of which language(s) they speak, etc.). The school must add the MNLS to its enrollment materials immediately.

The school is now using the MNLS in its enrollment materials, an item that was remediated through the renewal process.

**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.

- Administers both parent and student satisfaction surveys.
- Evidence suggests there is a high degree of parents and students satisfied with the academic program of the school.

**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.

**Data sources:** Site visits, annual reports, survey data

**Analysis:**

Over the term of the contract, parents and students were consistently surveyed for feedback about the school's educational program. Annual reports consistently report on family and student survey responses. In the FY22 annual report, the school reported that "100% of surveyed families felt that the school has appropriate academic expectations" and "the school meets academic needs." In response to the question, "Overall I am satisfied with Discovery Woods", 100% of respondents agreed or strongly agreed.

In surveys and student interviews conducted over the term of the contract, students were asked about things like communication with the teacher, whether teachers are caring, if they had adequate resources to do the work, and if they felt prepared for assessments. The school's annual reports lift up some of these results, noting in the first two years of the contract term that some students reported feeling like they "were not fully prepared for assessments". This seems to be an area of feedback the school has focused on as the school notes in the FY22 Annual report that "The students also felt they were pushed just the right amount academically and that they enjoy coming to school. Older students did always feel they were ready for assessments and lots of students would like to see more playground equipment which is something we have in our plans." The question about how often students were bothered by feeling nervous, anxious, or on edge seems like an important tool staff can use in identifying areas for increasing support.

The school continues to improve its survey processes after the Covid-19 disruptions, and has created a PTO to formalize parent engagement and feedback.

## 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 complies with applicable laws and its own bylaws with respect to board composition.
- Board conducts required background checks of members.
- Board completes statutorily mandated training.
- Board elections are consistent with statute and bylaws.
- Meeting minutes document election of officers consistent with statute and bylaws.

**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.

**Data sources:** Annual report, school submission to Epicenter, board meeting minutes, Osprey Wilds site visits and board observations, school bylaws, board roster

**Analysis:**

Over the course of the contract the school has materially complied with applicable laws, rules, regulations, and provisions of the charter contract and school bylaws relating to school board composition. However, according to the roster in the FY20 Annual Report, the school did not have a community member serving on its board during that year as required by MN §124E.07 subd. 3.

The board conducts required background checks of members. In addition, the school is revising its background check process to ensure alignment with statute. (Currently the school receives background checks from the Department of Human Services but because it cannot verify that these include a criminal history background check from the superintendent of the Bureau of Criminal Apprehension as required by MN §123B.03 subd. 1 the school is changing providers.)

All board members have completed statutorily required initial and annual training in each year of the contract period. During FY20, FY21, and FY22 the majority of board meetings were held with attendance of at least 80% of board members present.

Board elections are routinely held in May of each year, consistent with the school’s bylaws and state statute. In accordance with the bylaws, members are seated at the July meeting following the board election, pending a background check.

The board roster indicates the board has a Chair (i.e. President) and Treasurer in accordance with statute (MN §317A.301), and a Vice Chair and Secretary (in accordance with Article V, Section 5.3 of the bylaws). Review of meeting minutes indicates the DWS board elected officers in July in each year of the contract period at the school’s annual reorganization meeting. Section 5.4 of the bylaws states that the board will annually designate officers.

**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:

- Meeting minutes are complete.
- Meetings are held consistent with Open Meeting Law
  - Meeting times and location are posted properly on the school website and/or onsite at the school, including for special or emergency meetings.
  - If meeting includes board member participation via interactive TV (e.g. Zoom), it is done so consistent with MN §13D.
  - A quorum is present when the board meeting is convened.
  - One set of board materials is available for public inspection.
  - If meeting is closed, it is done so in accordance with MN Stat. 13D: agenda and minutes show statutory authority to close the meeting, and minutes appropriately summarize actions taken during the closed meeting.
- The board monitors performance on the charter contract at least quarterly in areas of Academic, Environmental Education, Finance and Operations and other aspects of the contract.
- The board takes appropriate action to ensure the school’s success based on its review of school performance.
- Required policies are in place and policies that must be approved or reviewed annually are addressed.
- The board reviews and approves or accepts key organizational documents (e.g. Annual Report, Financial Audit, Contract with Authorizer, and other Authorizer related documents).
- The board ensures that the school’s affiliated building company complies with all applicable legal requirements (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.

**Data sources:** Board meeting minutes, Osprey Wilds board reviews and observations, and site visit interviews, director evaluation policy

**Analysis:**

The board generally complies with MN §13D, Open Meeting Law. A review of board meeting minutes over the term of the contract indicates relatively few violations. Those that were identified are described below. They are mainly related to appropriately noticing closed meetings and ensuring that board members who participate virtually do so in accordance with statute.

Minutes from the December 16, 2019 meeting indicate the meeting was closed to review “leadership eval survey results.” Neither the agenda nor the minutes provide a statutory purpose for closing the meeting. Minutes from the January 13, 2020 meeting indicate the board chair provided a summary of the closed session at the next meeting but that summary is not provided in the minutes.

The meeting minutes from September 21, 2020 and October 19, 2020 (and several other times throughout the contract period) indicate that at least one member participated remotely. While MN §13D.02 allows participation by interactive technology, there are several other conditions required by this section of statute in order for a board member to participate virtually, including (in part):

- All votes must be conducted by roll call, and the minutes must record each member's vote. The meeting minutes denote who made the motion and second, but no information about votes. The minutes do not provide whether the motion passed or failed, let alone how the members voted.
- The agenda did not indicate the meeting would be held remotely due to the pandemic (in accordance with MN §13D.021) or appropriately notice that members would be participating virtually. MN §13D.02 subd. 4 requires advance notice if members will be participating virtually, including the "location where a member of the public body will be participating in the meeting by interactive technology." This means the agenda would have to not only indicate that members would be participating remotely but also the addresses of the public place (not their homes) where they would be participating from.

As a result, these members would not be considered to be present for quorum or other participation and the board is in violation of MN §13D, Open Meeting Law.

As noted above, there are several months of meeting minutes in which the board did not record whether a vote was held on a motion (recording only who made the motion and second) or the outcome of the vote. As a result, meeting minutes are incomplete. Meeting minutes are a formal recording of transactions that happened during the meeting, are used for clarification of past activities and actions, and help ensure continuity in the school's actions. It is important that the board record its actions but also its discussion and deliberation. As such, they should not reflect the opinions of the secretary or recorder or be written in any one board member's voice (i.e. a transcript) but should be detailed enough to help an observer better understand the content of the board's conversations.

Board meeting minutes indicate the board consistently discusses the school's financial performance at board meetings. In addition, there is evidence the board reviews academic data (Exhibit G) and progress toward contractual environmental education goals (Exhibit H) at least twice a year. Given that Exhibit P of the charter contract very clearly states, "Charter renewal will be based primarily on a school's attainment of its academic and academic-related goals identified in Exhibit G," it is critical that the board monitors the school's performance in relation to the contractual academic and EE goals at least four times / year.

OW reviewed the board policies on file and posted on the DWS website. The school is missing only one required policies, the Data Subject Rights and Access Policy (MN §13.025 Subd. 3 / MN §124E.03 Subd. 5 / Annual CS Assurances). This policy must specifically address the rights of data subjects under MN §13.04, which is not included in the school’s “Compliance with Data Practices Requests Policy.” The board must develop a plan to draft and adopt the required policy as soon as possible, or no later than June 30, 2023.

**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:

- Board established qualification for persons holding leadership positions.
- Board established a formal evaluation process for Director/Lead Admin or EMO/CMO.
- Board implements a formal evaluation process for Director/Lead Admin or EMO/CMO.
- School leader evaluation process evaluates performance in relation to OW contractual goals and expectations.
- Board engages in periodic review of school leader throughout the school year (at least four times / year).

**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.

**Data sources:** Board meeting minutes, Osprey Wilds board review and observations, and Osprey Wilds site visit interviews

**Analysis:**

DWS has a clearly established job description and qualifications for the Executive Director and other positions of school leadership. The school has a School Director Hiring and Evaluation Policy that outlines the purpose, procedure, and timeline for carrying out the activities related to management accountability. It is clear from both the statement of policy and meeting minutes that the board engages in regular oversight and monitoring of the director’s progress toward identified goals throughout the school year.

The policy does not clearly articulate that the school leader will be held accountable in relation to the school’s contractual goals and expectations. MN §124E.07 Subd. 6 states, “The board shall adopt personnel evaluation policies and practices that, at a minimum...evaluate how charter contract goals and commitments are executed...”

The board should consider how effective its review process is at measuring the aspects of the school leader’s performance that have the most impact on students’ (and the school’s) futures. Per



MN §124E.01, “The primary purpose of charter schools is to improve all pupil learning and all student achievement” and, per Exhibit P of the school’s contract, “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 Osprey Wilds’ Academic Performance Framework.” Because the long-term viability of the school depends on fulfilling the primary purpose of charters and meeting the goals set out in the contract, regular and thorough attention to academic and environmental education outcomes is warranted, including in the expectations set for the school leader.

## 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 Records are maintained.
- Certificate of occupancy is on file.
- School has a plan for transportation services.
- Evidence suggests the physical space is safe.

**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.

**Data sources:** Site visits, annual report, lease aid application

**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:

- Crisis Management Policy is aligned to statute and applied.
- School complies with MDE food and nutrition program requirements.
- School has a plan for nursing services and dispensing pharmaceuticals.
- Evidence suggests parents/students perceive the school provides a safe learning environment.

**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.

**Data sources:** Site visit, annual report, crisis management policy

**Analysis:**

Evidence from the drill report logs suggests the school conducts and reports on emergency drills in accordance with statutory requirements (5 fire drills, 5 lockdown drills, and 1 tornado drill), however the school’s Crisis Management Policy only names Fire Drills. The school’s performance on this indicator area meets standard because, although the policy is not aligned to statute, the school complies with statutory requirements related to safety drills. Prior to any future contract period, the school must revise its Crisis Management Policy to ensure that the policies and procedures for each type of drill are included in alignment with statute.

The school contracts with the local district for its food and nutrition program. As reported in Section 1.3, the school resolved a reporting issue in FY21 and has implemented a corrective action plan to ensure proper reporting in the future.

The school has clearly articulated protocols and procedures for nursing and dispensing pharmaceuticals. For administering medications, families complete a Physician and Parent Authorization for Self-Administration of Medication Form if medications are required while in school. The school has the ability to secure student medications that require refrigeration.

Evidence from parent and student interviews as well as surveys conducted each year of the contract indicate that parents and students feel safe.

## 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.

- Lottery policy is in alignment with applicable laws and implemented with fidelity.

**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.

**Data sources:** Lottery policy, school website

**Analysis:**

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

**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:

- Transfer of student records
- Evidence indicates the school implements equitable discipline practices and due process protections in compliance with the Pupil Fair Dismissal Act.
- Evidence suggests school complies with laws prohibiting religious instruction.
- Evidence suggests school complies with Family Educational Rights and Privacy Act of 1974 (FERPA), laws related to student records and privacy.

**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.

**Data sources:** School policy, student & family handbook, annual charter school assurance, lease aid application

**Analysis:**

The school substantially honors due process and privacy for all students. DWS should consider posting policies related to due process, privacy, and civil rights of students on its website to promote transparency with current and prospective families.

## 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.

- School staff is appropriately licensed.

**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.

**Data sources:** Annual report, STAR report, requests for special permissions

### 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.

- 80% retention ratio or system that is designed to negate negative effects of high turnover as evidenced by positive academic outcomes

**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.

**Data sources:** annual report, STAR report

#### Analysis:

In FY22 DWS had a retention rate of 83%. The school's retention rate for licensed teachers has improved over the term of the contract, with an average retention rate of 73%. DWS has supported its retention system by putting together a scope and sequence to help guide new teachers, as well as bringing resources such as Moving with Math curriculum and manipulatives to support their instruction. DWS also provides a Title I and Reading Specialist to support teaching staff as they differentiate instruction and meet the needs of students. DWS continues to improve upon ways to retain staff through teacher training and administrative flexibility and open-mindedness.

### 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:

- Evidence suggests the school has open and fair hiring practices based on clear job descriptions.

- The school has clear employment and evaluation policies outlined in the employee / staff handbook.
- Evidence suggests the school follows the evaluation and termination processes and policies outlined in its employee / staff handbook.
- The school conducts appropriate background checks on staff and volunteers.
- The school disseminates 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.

**Data sources:** Staff/ employee handbook, staff interviews, background check reviews

**Analysis:**

Evidence gathered from site visits, interviews with teachers, and review of key documents across the contract period indicate the teacher evaluation process is implemented in practice as described in the teacher evaluation policy. However, for increased clarity and transparency, the school should consider including the evaluation process in the staff handbook as well.

As noted in a previous section, as a result of this evaluation the school revised its background check process to ensure alignment with statute. (At the time of the renewal site visit the school received background checks from the Department of Human Services but because it could not verify that those include a criminal history background check from the superintendent of the Bureau of Criminal Apprehension as required by MN §123B.03 subd. 1 the school changed providers.) In its response to this evaluation, the school provided evidence that it conducted appropriate background checks on staff and volunteers.

In addition to the required policy regarding background checks, the school is also required to notify parents and guardians annually regarding the policy. Specifically, MN §123B.03 Subd. 1(e) states: “At the beginning of each school year or when a student enrolls, a school hiring authority must notify parents and guardians about the school hiring authority’s policy requiring a criminal history background check on employees and other individuals who provide services to the school, and identify those positions subject to a background check and the extent of the hiring authority’s discretion in requiring a background check.” The policy should identify all employees, board members, and volunteers at the school who are subject to a background check as well as the procedures for obtaining background check information, how the school will use the data, and how the school will dispose of data collected. The school may use the student handbook or similar communication as the vehicle for the annual notification.

DWS does have a background check policy in place. In any future contract period, the school will be required to provide notification to families of this policy and every school year thereafter.

## 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 Osprey Wilds 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.

**Data sources:** Annual reports

**Analysis:**

In FY19 and FY20, the school revised its annual report to incorporate revisions in alignment with the statutory and contractual requirements. The school's FY22 annual report is fully compliant.

**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:

- Workers' compensation insurance
- Insurance covering all of the School's real and personal property, whether owned or leased
- Insurance required by MN §124E.09 and MN §466.04, including 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
  - Personal injury of one and a half million dollars (\$1,500,000) per occurrence
  - Three million dollars (\$3,000,000) per occurrence for the release or threatened release of a hazardous substance
- 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
- Employee dishonesty insurance of one hundred thousand dollars (\$100,000)
- Providing Osprey Wilds in a timely fashion with certificate of coverage that includes Osprey Wilds 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.

**Data sources:** Certificate of Liability Insurance (Acord Form)

**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:

- Evidence suggests the school completes state reporting on time.
- School website meets statutory requirements.
- Minimum 80% on-time percentages in Epicenter
- Evidence suggests the school fulfills requirements related to TRA and PERA

**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.

**Data sources:** Epicenter on-time and accuracy rates, MDE communications, TRA/PERA, school website

**Analysis:**

Osprey Wilds has no evidence that the school does not complete state reporting on time, or that the school has had any problems fulfilling requirements related to TRA and PERA over the term of the contract.

The average Epicenter submission on-time rate for the term of the contract is 88%. The school's on-time rates were as follows: 83% (FY19), 83% (FY20), 93% (FY21), and 93% (FY22).



## **Discovery Woods SY23 Renewal Evaluation Response**

### **Operations Performance Indicator 1: Education Program**

#### **1.5 English Learners.**

DW has revised their upcoming intent to return packets and 2023-24 enrollment packets to include the Minnesota Language Survey exactly. Attachment included.

### **Operations Performance Indicator 2: Governance**

#### **2.2 Board Decision Making & Oversight**

Policies are posted on website under About > Policies

Wellness Policy 1.06, see attached

Pledge of Allegiance Policy 1.03, see attached

Use of peace officers and crisis teams, Board to approve at January meeting

Public data access - Compliance with Data Practices Requests 6.03, see attached

Data subjects rights and access - Compliance with Data Practices Requests 6.03, see attached

Fair and open hiring practices - Equal Opportunity Policy 5.07, see attached

Striving for World's Best Workforce Plan Policy 1.04, see attached

Restrictive procedures plan, see attached

#### **2.3 Management Accountability**

School leader evaluation process evaluates performance in relation to OW contractual goals and expectations. Discovery Woods board will be revising the school leader performance evaluation to align more with the OW contractual goals beginning at their February work meeting to have them ready for the SY24.

### **Operations Indicator 3: School Environment**

#### **3.2 Health & Safety**

In its response to this evaluation, the school should indicate its plan to secure medications that need to be refrigerated. Discovery Woods has purchased a child safety lock with a key system for the main office refrigerator that holds student medications that need to be refrigerated. The refrigerator will be kept locked at all times with only primary office staff/medication disbursement staff having keys.

## **Discovery Woods SY23 Renewal Evaluation Response**

### **Operations Performance Indicator 4: Student Rights**

#### **4.1 Admissions & Enrollment**

The most recent version of the Admissions Policy which includes the lottery policy, dated December 19, 2022 is on the website under About > Policies > Series 500 Student Policies > Admissions Policy 9.01.

### **Operations Indicator 5: Personnel Practices**

#### **5.3 Employment Practices**

Discovery Woods has obtained a criminal history background check from the Bureau of Criminal Apprehension on all employees, volunteers, and any contractors who have contact with students through the McDowell Agency, see attachment. Board members are getting their information to staff so we can run those and then we are complete and up to date. This will be done prior to February 1, 2023.

### **Operations Performance Indicator 6: Compliance & Reporting**

#### **6.3 Authorizer & State Compliance**

The Medical Assistance link had been on our previous website however when we shifted from WordPress to Wix apparently it did not get switched so our technology staff is putting that on our current website ASAP.



Discovery Woods

## 2023/24 STUDENT ENROLLMENT FORM

**NOTICE TO PARENT/GUARDIAN:** Tennessee warning-MN stat. 13.04.subd. 2: As part of the permanent record for all students registered with Discovery Woods Charter School/ISD 4198, information deemed private or confidential is collected. This data will be available only to district employees on a need-to-know basis. Failure to provide complete and accurate information may result in inaccurate records and incomplete services.

STUDENT INFORMATION		GRADE: <input type="checkbox"/> K <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6			
LAST NAME:		FIRST NAME:		MIDDLE NAME:	
ADDRESS:			CITY:	STATE:	ZIP:
PHONE:	CELL:	EMAIL:			
BIRTHDATE:		GENDER: <input type="checkbox"/> M <input type="checkbox"/> F		BIRTH PLACE:	
ETHNICITY: (Please check all that apply) <input type="checkbox"/> American Indian-Alaska Native <input type="checkbox"/> North American Indian <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic-Latino <input type="checkbox"/> Black-African American <input type="checkbox"/> White <input type="checkbox"/> Hawaiian/Pacific Islander					

PARENT INFORMATION			
Student lives with: <input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Both <input type="checkbox"/> Step-Parent <input type="checkbox"/> Foster Parent <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Other: If other than parent(s), list name, relationship and contact information: _____ Current Living Situation: <input type="checkbox"/> Own Home <input type="checkbox"/> with relatives <input type="checkbox"/> shelter <input type="checkbox"/> hotel <input type="checkbox"/> vehicle/campground <input type="checkbox"/> other			
FATHER	NAME:	Living <input type="checkbox"/> Y <input type="checkbox"/> N	Legal Guardian <input type="checkbox"/> Y <input type="checkbox"/> N
ADDRESS:		CITY:	STATE: ZIP:
EMPLOYER NAME/ADDRESS:			
HOME PHONE:		WORK PHONE:	CELL PHONE:
EMAIL:			
MOTHER	NAME:	Living <input type="checkbox"/> Y <input type="checkbox"/> N	Legal Guardian <input type="checkbox"/> Y <input type="checkbox"/> N
ADDRESS:		CITY:	STATE: ZIP:
EMPLOYER NAME/ADDRESS:			
HOME PHONE:		WORK PHONE:	CELL PHONE:
EMAIL:			

EMERGENCY CONTACTS/AUTHORIZED PICK UP		
NAME:	PHONE:	RELATIONSHIP:
NAME:	PHONE:	RELATIONSHIP:
NAME:	PHONE:	RELATIONSHIP:
NAME:	PHONE:	RELATIONSHIP:

Does your child receive support from any of the following programs?	
<input type="checkbox"/> Mild/moderate mentally impaired (MMMI)	<input type="checkbox"/> Moderate/severe mentally impaired (MSMI) <input type="checkbox"/> 504 Accommodation Plan
<input type="checkbox"/> Deaf/hard of hearing <input type="checkbox"/> Speech/language	<input type="checkbox"/> Early childhood special education (ECSE)
<input type="checkbox"/> Physically impaired <input type="checkbox"/> Visually impaired	<input type="checkbox"/> Specific learning disabilities
<input type="checkbox"/> Emotional/behavioral disordered (EBD)	<input type="checkbox"/> Other not listed <input type="checkbox"/> My child has an IEP

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Discovery Woods

604 N 7<sup>th</sup> Street  
Brainerd, MN 56401  
office@discoverywoods.com  
(218) 828-8200

## DATA PRIVACY STATEMENT & MEDICAL AND RELEASE INFORMATION

Child's Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

### Data Privacy:

Discovery Woods School will use the following items as *school data* for use between the school and family and for state reporting to the MN Department of Education (MDE).

- The First, Middle, and Last name of student
- The mailing address of the student including city, state, and ZIP
- Telephone number(s)
- Birthdate
- Parent/guardian/custodian names and contact addresses and phone numbers

Student information will not be supplied to requesting outside parties unless the parents or guardians of the student have approved of such releases in advance.

Do you authorize the school to photograph or videotape your child for purposes of school records and/or Discovery Woods publicity (e.g., Facebook page, Instagram, newsletter, newspaper, brochures, website, yearbook)?  Yes  No

### Medical Information:

List and describe any allergies: \_\_\_\_\_

Special Dietary Requirements: \_\_\_\_\_

Medical Conditions or ongoing medications taken: \_\_\_\_\_

### Permission:

I give permission for my child to accompany his/her class on all walking field trips planned and supervised by Discovery Woods School. Staff will ensure a safe walking route and supervision to/from the school.

<b>Printed Name:</b> _____	<b>Date:</b> _____
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How did you hear about us?

Online  Social Media  Word of Mouth  Other: \_\_\_\_\_



## REQUEST FOR HEALTH AND EDUCATION RECORDS

Parents/guardians, please fill out this form granting Discovery Woods permission to request a transfer of records from your child's previous school/program and any other applicable agencies.

<b>Student Name:</b>	<b>Date of Birth:</b>
----------------------	-----------------------

PREVIOUS SCHOOL AND DISTRICT INFORMATION			
<b>DISTRICT NAME:</b>		<b>DISTRICT NUMBER:</b>	
<b>SCHOOL NAME:</b>		<b>SCHOOL YEAR LAST ATTENDED:</b>	
<b>ADDRESS:</b>	<b>CITY:</b>	<b>STATE:</b>	<b>ZIP:</b>

Please release the following information for this student for scheduling purposes as it pertains to the listed student. A district, charter school, or nonpublic school that receives services or aid under section 123B.40 to 123B.48 from which a student is transferring must transmit the student's educational records <u>within 10 business days</u> of a request to the school in which the student is enrolling. (Minn Statute 120A.22 Subd. 7 Educational records).	
<b>PK- 4<sup>th</sup></b> Copy of birth certificate PK Screening (PK and KG only) Health & Immunization Records IEP/Special Education Information Other information that may be helpful for placement	<b>Grades 5-6</b> Transcript of Grades Testing information including the MN Basic Standards Test scores and MCA scores Attendance Record Special Services Record Health & Immunization Records / Physical forms Psychological Assessments IEP / and Evaluation Reports Disciplinary Reports Birth Certificate Other information that may be helpful in placement

I understand that no other use will be made of this information, except for the use previously communicated to me or as otherwise authorized by law, and that access to it will be limited to persons whose work assignments reasonably require access to accomplish the purpose stated above. I understand that I may revoke this consent at any time and that, in any event, it will expire automatically as described above.

<b>PARENT/GUARDIAN SIGNATURE:</b> _____	<b>DATE:</b> _____
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OFFICE USE ONLY Student has enrolled in our school district on: _____	Student will start on: _____
--	------------------------------



## Minnesota Language Survey

Minnesota is home to speakers of more than 100 different languages. The ability to speak and understand multiple languages is valued. The information you provide will be used by the school district to see if your student is multilingual. In Minnesota, students who are multilingual may qualify for a Multilingual Seal upon further assessment.

Additionally, the information you provide will determine if your student should take an English proficiency test. Based upon the results of the test, your student may be entitled to English language development instruction. Access to instruction is required by federal and state law.

As a parent or guardian, you have the right to decline English Learner instruction at any time. Every enrolling student must be provided with the Minnesota Language Survey during enrollment. Information requested on this form is important to us to be able to serve your student. Your assistance in completing the Minnesota Language Survey is greatly appreciated.

	<b>Check the phrase that best describes your student:</b>	<b>Indicate the language(s) other than English in the space provided:</b>
1. My student first learned:	<input type="checkbox"/> Language(s) other than English. <input type="checkbox"/> English and language(s) other than English. <input type="checkbox"/> Only English.	
2. My student speaks:	<input type="checkbox"/> Language(s) other than English. <input type="checkbox"/> English and language(s) other than English. <input type="checkbox"/> Only English.	
3. My student understands:	<input type="checkbox"/> Language(s) other than English. <input type="checkbox"/> English and language(s) other than English. <input type="checkbox"/> Only English.	
4. My student has consistent interaction in:	<input type="checkbox"/> Language(s) other than English. <input type="checkbox"/> English and language(s) other than English. <input type="checkbox"/> Only English.	

All data on this form is private. It will only be shared with district staff who need the information to best serve your student and for legally required reporting about home language and service eligibility to the Minnesota Department of Education.

At the district and at the Minnesota Department of Education, this information will not be shared with other individuals or entities, except if they are authorized by state or federal law to access the information. Compliance with this request for information is voluntary.



604 N 7<sup>th</sup> Street  
Brainerd, MN 56401  
office@discoverywoods.com  
(218) 828-8200

## ADDITIONAL INFORMATION

### **Enrollment**

Discovery Woods would like to predict how many students that have a spot for 2022/23 plan to attend in the fall. We know some parents and children have not decided whether or not they will attend Discovery Woods. If you want your child to keep his or her slot and be officially enrolled, please return these papers by April 29th. If you have decided your child will not attend in the fall, please let us know and we will give your spot to a child on the wait list. If you want to keep your slot and decide later, please send in the paperwork and let us know as soon as you have made your final choice.

Please check one of the following:

- My child will definitely attend in 2023/24, I have submitted paperwork.**
- My child will not attend Discovery Woods, please offer my slot to a child on the wait list.**

### **After School Care**

Discovery Woods plans to provide after school care if there are enough interested parents.

Please check if you expect to utilize this service:

- After School Care 3:00- 5:30**       **I don't need After School Care**

### **Busing**

Brainerd Schools will provide busing for Discovery Woods students. Children will probably ride two school buses and transfer at Brainerd Senior High lower lot. Please notify the transportation office at ISD 181 (218-454-6920) this spring or summer if you would like your child to ride the bus to Discovery Woods. The transportation office phone number is 218-454-6920 (Families that have children currently attending Brainerd schools may also get this form in the mail in early May.)


### **Paperwork Checklist**

I have included:

- Signed enrollment form  
 Release of records form  
 Data privacy statement

I have done the following:

- I have contacted bus transportation at Brainerd ISD 181. (218-454-6920)  
 My child(ren) will not need ISD 181 busing and I decline the transportation service.

 ***Thank you very much! We look forward to seeing you before school begins this fall. Please scan and email or mail the four pages of Discovery Woods paperwork to 604 N 7<sup>th</sup> St, Brainerd.***

Approved: 7/19/2018

## **DISCOVERY WOODS SCHOOL WELLNESS POLICY 1.06**

### **I. PURPOSE**

The purpose of this policy is to assure a school environment that promotes and protects students' health, well-being and ability to learn by supporting healthy eating, physical activity, and social and emotional health. Discovery Woods is committed to enhancing the development of lifelong wellness practices through active partnership with parents and community.

### **II. POLICY STATEMENT**

A. The School Board recognizes that nutrition education and physical education are essential components of the educational process and that good health fosters student attendance and learning.

B. All students will have opportunities, support, and encouragement to be physically active on a daily basis.

C. Qualified food and nutrition services personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

D. All students need access to healthy foods and opportunities to be physically active on a regular basis in order to grow, learn, thrive and achieve academic success.

E. The school environment will promote and protect student health, well being, and ability to learn by encouraging healthy eating and physical activity in order to reduce childhood obesity, eating disorders, and prevent diet-related chronic diseases.

F. The school environment will promote student emotional and social health by providing safe surroundings for students to grow emotionally and socially.

G. The District encourages the involvement of students, parents, teachers (K-12) specialists in health, physical education, Family & Consumer Science, food and nutrition services staff, school administrators, and other interested persons in implementing, monitoring, and reviewing school nutrition and physical activity policies.



### III. GUIDELINES

#### A. Foods and Beverages

1. All foods and beverages made available during the school day on campus will be consistent with the current United States Department of Agriculture Dietary Guidelines for Americans.
2. Food and Nutrition Services personnel will take every reasonable measure to ensure that student access to foods and beverages meet or exceed all federal, state, and local guidelines.
3. Food and Nutrition Services personnel will adhere to all federal, state, and local food safety and security guidelines.
4. DWS will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.
5. DWS will promote student hand-washing or hand-sanitizing before meals or snacks.
6. DWS will make every effort to provide students with sufficient time and place to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.
7. DWS will discourage tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities.
8. Teachers and other school personnel will not use food as a reward for reinforcement of learning unless it is used in exceptional settings. Food as a part of celebrations may be acceptable.
9. DWS will discourage restricting cafeteria time as a student consequence for misbehavior unless it is necessary for the safety of students.

#### B. School Food and Nutrition Program/Personnel

1. The District will provide healthy and safe school meal programs that strictly comply with all federal, state, and local statutes and regulations.

2. The Supervisor of Food and Nutrition Services will be responsible for the DWS' meal programs, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages served in the cafeterias during the school day to ensure food and beverage choices are consistent with current United States Department of Agriculture Dietary Guidelines for Americans.
3. The nutritional needs of students will take precedence over profit generation.
4. As part of DWS' responsibility to operate a food and nutrition service program, the school will provide continuing professional development for all food and nutrition service personnel in the schools.

#### C. Nutrition Education and Promotion

1. DWS will encourage and support healthy eating by students and engage in nutrition and wellness promotion that is:
  - a. Integrated into other areas of the curriculum such as science, social sciences, and elective subjects, where appropriate; and
  - b. Enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.
2. The District will provide information to families that encourage them to teach their children about health, nutrition and the importance of daily physical activity.
3. Fruits, vegetables, whole grains, and low fat dairy products will be promoted for healthy meals and snacks.

#### D. Physical Activity

1. Students need physical activity and they need to fully embrace regular physical activity as a personal behavior. Physical Education will be in the environment where students learn, practice and are assessed on developmentally appropriate motor skills, social skills and knowledge.
2. For students to receive the nationally recommended amount of daily physical activity (i.e. at least 45 minutes per day) and for students to fully embrace regular physical activity as a personal behavior, students need opportunities for physical activity beyond Physical Education class and the school day. Toward that end, DWS will assist by:

- Having classroom activities that reinforce the knowledge and self-management skills needed to maintain a healthy habits and reduce sedentary activities such as watching television;
- Having classroom teachers provide short movement breaks between lessons or classes, as appropriate, and
- Having classroom teachers incorporate opportunities for movement into other subject lessons (such as science, math and social studies), when appropriate.
- Offering extra and co-curricular activities.

3. All elementary school students will have at least 20 minutes a day of supervised recess, preferably outdoors, during which schools should encourage moderate to vigorous physical activity verbally and through the provision of space and equipment.

4. Elementary, middle and high schools are encouraged to offer extracurricular physical activity programs and interscholastic sports program. Schools will offer a range of activities that meet the needs, interests, and abilities of all students, including boys, girls, students with disabilities, and students with special health-care needs. After-school childcare and enrichment programs will provide and encourage, verbally and through the provision of space, equipment, and activities, daily periods of moderate to vigorous physical activity for all participants.

5. Teachers and other school and community personnel should not use excessive physical activity (i.e. running laps, pushups) or withhold opportunities for physical activity (i.e. recess, physical education) as punishment.

6. DWS will discourage tutoring, club or organizational meetings or activities during recess or physical education class times.

#### E. Social and Emotional Wellness

1. DWS highly values the health and well being of every staff member and will plan and implement activities and policies that support personal efforts by staff to maintain healthy habits. The school staff will act as role models for good nutrition and physical activity behaviors.

2. DWS will encourage student understanding of the impact of emotional and social health on overall wellbeing.

3. The District and schools will promote educational opportunities for students, parents, and staff to learn about the impact positive emotional well-being has on one's health.

#### F. Communications with Parents and Guardians

1. DWS recognizes that parents and guardians have a primary and fundamental role in promoting and protecting their children's health and wellbeing. Parents and caregivers provide the primary social environment in which children form attitudes and behaviors regarding eating and physical activity.

2. DWS will support parents' efforts to provide a healthy diet and daily physical activity for their children. Parents will be encouraged to create an environment conducive to an active lifestyle.

3. DWS will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

4. Parents create an environment for healthy eating by the foods they select, the types of meals they eat outside the home and how they model good eating habits. DWS will encourage parents to pack healthy lunches and snacks for their children to sustain those habits while in school.

5. Parents will be informed of recommended state and local food safety and sanitation regulations.

#### IV. IMPLEMENTATION AND MONITORING

A. After approval by the School Board, the Wellness Policy will be implemented throughout the school.

B. School Food Service staff, at the school or district level, will ensure compliance within the school's food service areas and will report to the Food Service program administrator, the school director, or the director's designee, as appropriate.

C. The Director or designee will ensure compliance with the Wellness Policy and will provide an annual report of the District's compliance with the policy to the School Board.

Approved: 7/19/2018

Revised: 8/29/2022

## **DISCOVERY WOODS SCHOOL PLEDGE OF ALLEGIANCE POLICY 1.03**

### **I. PURPOSE**

Reciting the Pledge of Allegiance

### **II. POLICY STATEMENT**

DW adheres to the Minnesota State Statute (121A.11), which requires the proper display of a United States flag while school is in session. Furthermore, we follow statute that requires reciting the Pledge of Allegiance at least once a week in each classroom as led by a teacher or surrogate. Staff and students have the right to decline participation in reciting the pledge and others must respect their right to do so.



Approved: 9/19/19

## **DISCOVERY WOODS SCHOOL COMPLIANCE WITH DATA PRACTICES REQUESTS - RESPONSIBLE PARTY POLICY 6.03**

### **I. PURPOSE**

The purpose of this policy is to describe the process members of the public will follow in order to access Discovery Woods School's data.

### **II. POLICY STATEMENT**

It is the policy of the Board of Discovery Woods School to fully comply with state laws regarding access to school data by members of the public.

### **III. POLICY**

A. The MN Data Practices Act presumes that all data is public unless a state or federal law provides that the data is not public.

1. "Data" is a term that means all recorded information that Discovery Woods has collected, created, received, maintained or disseminated, including paper, email, CD-ROMs, photographs, etc.

B. The Data Practices Act also provides that Discovery Woods School must maintain all data in a way that makes it easy for you, as a member of the public, to access public data.

1. You have the right to look at (inspect), free of charge, all public data that Discovery Woods School keeps.

2. You also have the right to get copies of public data. The Data Practices Act allows Discovery Woods School to charge for copies.

3. You have the right to look at data, free of charge, before deciding to request copies.

### **IV. HOW TO MAKE A DATA REQUEST**

A. To look at data or request copies of data that Discovery Woods School keeps, make a written request to the appropriate individual listed under the "Data Practices Contact"



paragraph below.

B. You may make your written request for data by mail using the data request form Below.

C. If you choose not to use the data request form, your written request should include:

1. That you, as a member of the public, are making a request for data under the Data Practices Act
2. Whether you would like to look at the data, get copies of the data, or both; and
3. A clear description of the data you would like to inspect or have copied.

D. Discovery Woods School cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want Discovery Woods School to process your request (if, for example, you want [Discovery Woods School to mail you copies of data), Discovery Woods School may need some information about you. If you choose not to provide any identifying information, Discovery Woods School will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if Discovery Woods School does not understand your request and has no way to contact you, Discovery Woods School will not be able to begin processing your request.

## **V. HOW DISCOVERY WOODS SCHOOL RESPONDS TO A DATA REQUEST**

A. Upon receiving your written request, Discovery Woods School will work to process it.

1. If Discovery Woods School does not have the data, you will be notified in writing as soon as reasonably possible.
2. If Discovery Woods School has the data, but the data is not public, you will be notified in writing as soon as reasonably possible and state which specific law says the data is not public.
3. If Discovery Woods School has the data, and the data is public, Discovery Woods School will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
  - a. Discovery Woods School will arrange a date, time, and place to inspect data, for free, if your request is to look at the data; or
  - b. Discovery Woods School will provide you with copies of the data as soon as reasonably possible.

B. You may choose to pick up your copies, or Discovery Woods School will mail them to you. If you want Discovery Woods School to send you the copies, you will need to provide an address. Discovery



Woods School will provide electronic copies (such as email or other electronic storage) upon request if Discovery Woods School maintains the data in electronic format. Information about copy charges is described below.

C. If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please notify Discovery Woods School. Discovery Woods School will provide an explanation if you ask.

D. The Data Practices Act does not require Discovery Woods School to create or collect new data in response to a data request if Discovery Woods School does not already have the data, or to provide data in a specific form or arrangement.

E. In addition, the Data Practices Act does not require Discovery Woods School to answer questions that are not requests for data.

## **VI. DATA PRACTICES**

A. Discovery Woods School charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, §13.03, subdivision 3(c).

B. You must pay for the copies before Discovery Woods School will give them to you.

1. Paper Copies. 100 or fewer pages of black and white, letter or 50¢ for one or two-sided copy.
2. Most Other Types of Copies- Actual cost.
  - a. The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email).
  - b. In determining the actual cost of making copies, Discovery Woods School factors in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any).
  - c. If your request is for copies of data that Discovery Woods School cannot reproduce itself, such as photographs, you will be charged the actual cost Discovery Woods School must pay an outside vendor for the copies.
  - d. The cost of employee time to search for data, retrieve data, and make copies is per hour. If, because of the subject matter of your request, Discovery Woods School finds it necessary for a higher-paid employee to search for and retrieve the data, Discovery Woods School will calculate the search and retrieval portion of the copy charge at the higher salary/wage.





Adopted: April 18, 2019

Revised:

## **DISCOVERY WOODS SCHOOL EQUAL OPPORTUNITY POLICY 5.07**

### **I. PURPOSE**

It is the purpose of this policy to secure for all persons of Discovery Woods School, freedom from illegal discrimination in employment and education.

### **II. POLICY STATEMENT**

Discovery Woods School is committed to providing equal educational and employment opportunities for all students, applicants and employees in the school. Therefore, no person, on the basis of race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, disability, sexual orientation, or any other classification protected by law will be denied employment or the benefits of employment or will be denied admission to Discovery Woods School or be denied the benefits of, or be discriminated against in any curricular, extracurricular, student services, recreational or other program or activity.

### **III. POLICY**

A. Discovery Woods School will provide equal educational opportunity for all students. The school will not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or any other classification protected by law. The school will make reasonable accommodations for disabled students.

B. Discovery Woods School will provide equal opportunity for each applicant for employment and employee. The school will not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, disability, sexual orientation, genetic information or any other classification protected by law with regard to applicants for employment and/or employees. Each school administrator and staff member must comply with this policy. Failure to comply will result in appropriate discipline.

#### IV. REPRISALS

A reprisal includes, but is not limited to, any form of intimidation, retaliation, or harassment. Reprisals against a person who files a charge of discrimination, participates in discrimination proceeding or otherwise opposes an unlawful employment or educational practice is prohibited.

**Legal References:** Minn. Stat. §363A.01 *et seq.* (Minnesota Human Rights Act)

Minn. Stat. §181.932 (Disclosure of Information by Employees) Title VII of the Civil Rights Act of 1964 Title I and V of the Americans with Disabilities Act Age Discrimination in Employment Act of 1967 Equal Pay Act of 1963 Title II of the Genetic Information Nondiscrimination Act of 2008 Section 501 and 505 of the Rehabilitation Act of 1973 Civil Rights Act of 1991 Title IX of the Education Act of 1972

Approved: 7/19/18

## **DISCOVERY WOODS SCHOOL**

### **STRIVING FOR WORLD'S BEST WORKFORCE PLAN POLICY 1.04**

#### **I. PURPOSE**

In accordance with Minnesota Statutes 2013, section 120B.11, a school board, at a public meeting, shall adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world's best workforce (WBWF). Minnesota schools strive to provide the best educational opportunities for all children. Providing an education to Minnesota youth that leads to creating the world's best workforce is a goal that must be addressed early on in every child's life. Students are more likely to reach this goal if they are ready for school upon entering kindergarten; achieve grade level literacy by grade three; graduate from high school and attain career and college readiness. In order to create the world's best workforce, it is imperative that academic achievement gaps are closed among all racial and ethnic groups of students and between students living in poverty and not living in poverty as well as for English language learners and non-English language learners and for students who receive or do not receive special education. The comprehensive strategic plan that districts create is intended to serve as a foundational document to align educational initiatives that serve to ensure reaching intended student outcomes from pre-kindergarten to post high school graduation. Districts should consider and use existing plans, documents and strategies that may already be in place and/or are required by the Minnesota Department of Education (MDE), such as the Title I Plan, School Improvement Plans; School Readiness Program Plan; Local Literacy Plan; Student Transition Plan to College and Career Readiness; Plan for Educator Effectiveness, Q Comp, Alternative Delivery of Specialized Instructional Services, Continuous Improvement Monitoring Progress Plan, Integration Plan. This district level strategic plan should illustrate how the various existing district plans fit together and serve as a blueprint to create a quality workforce equipped with necessary skills for the 21st century.

#### **II. Plan**

"World's Best Workforce" means striving to do the following:

- Have all students meet school readiness goals.
- Have all third grade students achieve grade-level literacy.
- Close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and their more privileged peers.
- Have all students graduate from high school.
- Have all students attain college and career preparedness.

The School Board will continue to support and help improve teaching and learning as aligned to the World's Best Workforce and include the following:

- Clearly defined student achievement goals and benchmarks.
- Process to evaluate each student's progress toward meeting the state and local academic standards.
- A system to review and evaluate the effectiveness of instruction and curriculum.
- Practices that integrate high-quality instruction, rigorous curriculum, instructional technology, and a collaborative professional culture that support teacher quality, performance and effectiveness.
- Evidence-based strategies for improving curriculum, instruction and student achievement.
- An annual budget for continuation of district plan implementation.

#### Recommended Plan Components

- Teacher evaluation system
- A rubric that defines effectiveness of instruction
- Description of the professional standards the district used in the development of the system.
- Description of the form of teacher collaboration i.e. professional learning teams, peer coaching, principal feedback and reflection on instruction
- Description of opportunities for evaluation feedback on instruction from summative evaluators
- Description of the plan for program improvement.

Success in reaching the World's Best Workforce goals will be measured by the following:

- Reduction of the academic achievement gap by student subgroup
- Student performance on the MN Comprehensive Assessments and school assessments

## **Discovery Woods School Restrictive Procedures Plan**

The Discovery Woods School provides Brainerd Lakes Area families a choice for high quality elementary education based on Montessori philosophy with an environmental focus. The Discovery Woods School promotes the use of positive approaches for behavioral interventions for all students. We believe that every student has the right to learn and should be given the opportunity to do so in a safe environment that promotes responsibility and learning.

Discovery Woods School uses restrictive procedures only in emergency situations. “Emergency” means a situation where immediate intervention is needed to protect the child or other individuals from physical injury. When restrictive procedures are employed in an emergency situation with any student, the district will adhere to the standards and requirements of Minnesota Statutes 125A.094.

### **Restrictive Procedures Used in Discovery Woods Montessori School District**

1. Seclusion rooms: Seclusion means confining a child alone in a room from which egress is barred. Removing a child from an activity to a location where the child cannot participate in or observe the activity is not seclusion. Discovery Woods School does not have seclusion rooms. The school retains the option of developing seclusion rooms based on individual needs of students. Should the needs of an individual require the use of seclusion, the seclusion rooms will meet all the Minnesota Department of Education (MDE) requirements for such rooms and will be registered with the State of Minnesota.

2. Physical holding: Physical holding means physical intervention intended to hold a child immobile or limit a child’s movement and where body contact is the only source of physical restraint. The term physical holding does not mean physical contact that:

- Helps a child respond or complete a task;
- Assists a child without restricting the child’s movement;
- Is needed to administer an authorized health-related service or procedure;
- Is needed to physically escort a child when the child does not resist or the resistance is minimal.

Physical holding procedures are used as the least intrusive procedure necessary to keep students and staff safe in emergency situation. Staff members are trained to use physical holding as a part of the evidence-based certification program, Handle with Care (HWC).

- HWC Primary Restraint Technique
- HWC Primary Restraint Takedown
- HWC Modified Primary Restraint Technique
- HWC 2-4 Person Team Escort and Restraint
- HWC Supine with its adaptations

3. Guidance on the required data elements for compliance with special education restrictive procedure requirements will be taken from the MDE Restrictive Procedures Checklist (see attached).

## **Discovery Woods School Restrictive Procedures Plan**

### **Monitor and Use of Restrictive Procedures**

Each time physical holding or seclusion (if the district has determined a seclusion room is required and meets MN Statute 125A.094) is used, the staff person who implements or oversees the physical holding or seclusion shall document, as soon as possible after the incident concludes, the following information:

- A description of the incident that led to the physical holding or seclusion;
- Why a less restrictive measure failed or was determined by staff to be inappropriate or impractical;
- The time the physical holding or seclusion began and the time the child was released; and
- A brief record of the child's behavioral and physical status.

The Restrictive Procedure documentation will be turned into a district administrator within 2 working days of the incident. Each time physical holding or seclusion is used the staff person who implemented or oversaw the physical holding or seclusion will conduct a post-use debriefing with a district administrator, other staff involved in the physical restraint or seclusion, and the special education director when appropriate within 2 days after the incident concludes to ensure the following:

- That the physical holding or seclusion was used in an emergency;
- The physical holding or seclusion was the least intrusive intervention that effectively responds to the emergency;
- That the physical holding or seclusion ended when the threat of harm ended and the staff determined that the child could safely return to the classroom or activity;
- That staff directly observed the child while physical holding or seclusion was being used;
- Whether the documentation was completed correctly;
- When the parents were correctly notified;
- Whether an IEP team meeting needs to be scheduled;
- Whether the appropriate staff used physical holding or seclusion; and
- Whether the staff that used physical holding or seclusion was appropriately trained.

If the post-use debriefing determines the physical holding or seclusion was not used appropriately, the district will ensure immediate corrective action is taken by providing review of this plan outlining appropriate use of restructure procedures and determining if more training is needed for staff in the district. The district administration will maintain an ongoing record of all reported uses of restrictive procedures. Four times per year, the district will convene an oversight committee which will consist of the Director of Special Education/Assistant Director of Special Education, building administrators, school psychologist and behavior specialist. This oversight committee will review (a) the use of restrictive procedures based on patterns or problems indicated by similarities in the time of day, day of week, duration of the use of restrictive procedure, the individual involved, or other factors associated with the use of restrictive procedures; (b) the number of times a restrictive procedure is used school wide and for individual children; (c) the number and types of injury, in any, resulting from the use of restrictive procedures; (d) whether the restrictive procedures are used in non-emergency situations; (e) the need for additional training; and (f) proposed actions to minimize the use of restrictive procedures. This oversight committee will review aggregate data, assure IEP meetings are timely conducted, monitor the use of procedures and provide additional training to staff, if necessary.

*Minn. Stat. 125A.0942 subp. 1(a)(4)(i).*

## **Discovery Woods School Restrictive Procedures Plan**

### **Positive Behavioral Interventions and Supports**

Discovery Woods School provides positive behavioral interventions, supports and strategies to improve the school environment and to teach children the skills to behave appropriately. The following is a list of positive behavioral interventions and supports. Many of the interventions and supports are tied to each building's Positive Behavior Intervention System (PBIS) model. In addition, many positive behavior intervention plans are developed for individual students.

- Grace and Courtesy Lessons – School wide direct instruction on social skills and the expected behavior in the building.
- Student self-monitoring – Teaching students how to self-monitor and to learn time management skills.
- Student peer mentoring – Utilizing the strengths of students to help role model and coach other peers.
- Individual positive behavior intervention plans are developed by the problem solving and child study teams, including token reward systems/economy.
- Skillstreaming Curriculum for students receiving special education services.

Legal Authority

*Minn. Stat 125A.0942, subp. 1(a)(2)*

### **Links to Mental Health Services**

Discovery Woods School has a contract with Northern Pines Mental Health Center to provide needed mental health services and related mental health services to children on IEP's. In addition, Discovery Woods allows a co-located model so families can access mental health services when needed. Northern Pines Mental Health Center is the County and Community Based Mental Health Agency servicing all the schools within the Paul Bunyan Education Cooperative. The website for Northern Pines:

[www.npmh.org](http://www.npmh.org)

Legal Authority

*Minn. Stat. 125A.0942, Subp. 1(a)(2)*

### **District Oversight Committee**

Each member district shall convene an oversight committee to undertake a quarterly review of the use of restrictive procedures based on matters or problems indicated by similarities in the time of day day of the week, duration of the use of a procedure, the individuals involved, or other factors associated with the use of restrictive procedures; the number of times a restrictive procedure is used school-wide and for individual children; the number and types of injuries, if any, resulting from the use of restrictive procedures; whether restrictive procedures are used in non emergency situations; the need for additional staff training; and proposed actions to minimize the use of restrictive procedures.

## **Discovery Woods School Restrictive Procedures Plan**

### **District Oversight Committee (continued)**

Each member district shall publicly identify oversight committee members who must at least include:

1. A mental health professional, school psychologist, or school social worker;
2. An expert in positive behavior strategies;
3. A Special education administrator; and
4. A general education administrator.

Oversight committee members for Pequot Lakes Public Schools include:

1. Jodi Cordes, School Psychologist
2. Jim Kath, Behavior Intervention Specialist
3. Joel Anderson, Assistant Director of Special Education
4. Kristi Crocker, Director of Discovery Woods School
5. Erin Anderson, Assistant Director of Discovery Woods School

### **Personnel Development Activities**

Personnel development activities in the following areas will be provided through Handle with Care (HWC), and district initiated trainings which are aligned to Minnesota HF2 (2010) Section 11 (125A.0942) Standards for Restrictive Procedures to identified district staff and contracted personnel who have routine contact with students and who may use restrictive procedures:

- Positive behavioral interventions;
  - HWC Module entitled: Tension/Tension Reduction Cycle
  - HWC Module entitled: Solid Object Relationship Model
  - Intervention programming development and planning training with School Psychologist and/or Behavior Intervention Specialist.
- Communicative intent of behavior;
  - HWC Module entitled: The Tension/Tension Reduction Cycle
- Relationship building;
  - HWC Module entitled: Solid Object Relationship Model
  - HWC Module entitled: Using the Therapeutic Relationship to Reduce Tension
- Alternative to restrictive procedures, including techniques to identify events and environmental factors that may escalate behavior;
  - HWC Module entitled: Non Verbal and Verbal Intervention Techniques, Escape Techniques and Blocking Techniques.
- De-escalation methods;
  - HWC Module entitled: Tension/Tension Reduction Cycle
  - HWC Module entitled Non Verbal and Verbal Intervention Techniques



## **Discovery Woods School Restrictive Procedures Plan**

### **Personnel Development Activities (continued)**

- Standards for using restrictive procedures;
  - HWC Module entitled: Your Agency’s Use of Force Policy
- Obtaining emergency medical assistance;
  - District initiated training discussing protocol and procedure for accessing building AED and local medical assistance.
  - HWC Module entitled: Your Agency’s Use of Force Policy
- Physiological and psychological impact of physical holding and seclusion;
  - HWC Module entitled: The Letting Go Process
  - District initiated trainings with school psychologists discussing physiological and psychological impact of holding and seclusion.
- Monitoring and responding to a child’s physical signs of distress when physical holding is being used; and
  - HWC Module entitled Primary Restraint Technique
- Recognizing the symptoms of and interventions that may cause positional asphyxia when physical holding is used.
  - HWC Module entitled: Primary Restraint Technique
- District policies and procedures for timely reporting and documenting each incident involving use of a restrictive procedure
  - Review of School’s Restrictive Procedure Plan
  - Review of PBEC’s Restrictive Procedure Checklist
  - Quarterly Restrictive Procedures Meeting
- Schoolwide programs on positive behavior strategies
  - Review of Schoolwide programs – Grace and Dignity Training
  - Review of individual positive behavior intervention plans with support staff to student

*Minn. Stat 125A.0942, Subd 1(a)(5) and Subp. 5*

### **Trainings on De-Escalation Techniques**

Discovery Woods School provides the following trainings using positive behavior interventions:

- Handle with Care (HWC)
- Positive Behavior Support Strategies
- Building initiated Behavior Basics Training
- Individual student based training with IEP servicing team

### **Trainings on Accommodations/Modifications**

- Due Process Overview
- File review
- Defining Accommodation/Modification – application to SLD rule
- Individual student based training with IEP servicing team

*Minn. Stat 125.0942 1(a)(3) and Minn. Stat. 122A.09 subp. 4(k) and Minn. Rule 8710.0300*

## **Discovery Woods School Restrictive Procedures Plan**

### **Those Authorized to Use Restrictive Procedures**

Staff who design and use behavioral interventions will complete training in the use of positive approaches as well as restrictive procedures. Training records will identify the specific individuals trained and the organization or professional that conducted the training. The following employee job classifications are authorized and certified to use restrictive procedures. A list of specific staff authorized is available through the district office:

- Licensed special education teachers
- Licensed school social workers
- Licensed school psychologists
- Board Certified Behavior Analysts (or Masters Level Education in field of Applied Behavior Analysis)
- Special Education paraprofessionals
- Other licensed education professionals
- Mental health professionals

### **Individual Education Plans and Removal by a Peace Officer**

The use of restrictive procedures will be documented in the IEP and/or BIP (Behavior Intervention Plan) after conducting a Functional Behavioral Assessment, but may only be used in situations that constitute an emergency. The district encourages and supports the use of positive behavioral supports designed to minimize the use of restrictive procedures. The plan must indicate how the parent wants to be notified when a restrictive procedure is used. Reviews will be conducted in accordance with the plan. In the case of a student with a disability, due process and documentation requirements will be followed. The team is expected to debrief after every restrictive procedure and complete the Restrictive Procedures Form. Should a student be restrained or removed from a classroom, school building, or school grounds during the day by a peace officer at the request of a school administrator or school staff person twice in a 30-day period, the student's IEP team must meet to determine if the pupil's IEP is adequate or if additional evaluation is needed. The IEP will be amended as appropriate based on that review or evaluation.

### **Notification and Documentation Requirements**

The district will make reasonable efforts to notify parents on the same day a restrictive procedure is used. If this is not possible, there should be written or electronic notification within 2 days. If a restrictive procedure is used twice in 30 days or when a pattern of use emerges, and it is not included in the IEP or BIP the district must hold a meeting of the team to conduct a review of the Functional Behavior Assessment data and consider developing or revising the behavioral interventions and supports as appropriate. A Restrictive Procedures Reporting form must be completed every time a restrictive procedure is used.

## **Discovery Woods School Restrictive Procedures Plan**

### **Prohibited Procedures**

The following procedures are prohibited and are not used or condoned by Discovery Woods School:

- Engaging in conduct prohibited under section 121A.58 (corporal punishment);
- Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
- Totally or partially restricting a child's senses as punishment;
- Presenting an intense sound, light, or other sensory stimuli using smell, taste, substance, or spray as punishment;
- Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the child's functioning, except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
- Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under section 6226.556 (reporting of maltreatment of minors);
- Withholding regularly scheduled meals or water;
- Denying access to bathroom facilities; and
- Physical holding that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on the child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso.

#### *Legal Authority*

*Minn. Stat. 125A.094 Minn R 3525.2810, subp. 2(B)(1)*

*Minn. Stat. 125A.0941 Minnesota State Fire Code, Minn. R 7511.1008, subp. 3*

*Minn. Stat. 125A.0942 Minnesota State Building Code, Minn. R 1305.1008, subp. 8*

*Minn. Stat. 121A.067, subd. 2*

*Minn. R 3525.0210, subp. 2*

*Minn. R 3525.0850*

*Minn. R 3525.2710, subp. 4(F)*

## Restrictive Procedures Plan (RPP) Requirement Checklist

### Minn. Stat. 125A.0942, subd.1(a)

Schools that intend to use restrictive procedures shall maintain and make publicly accessible in an electronic format on a school or district web site or make a paper copy available upon request describing a restrictive procedures plan for children with disabilities. The following checklist is composed of the items that are required to be in the District's RPP:

\_\_\_\_\_ A list of the restrictive procedures the school intends to use

\_\_\_\_\_ A description of how the school will implement a range of positive behavior strategies and provide links to mental health services.

\_\_\_\_\_ A description of how the school will provide training on de-escalation techniques, consistent with section 122A.09, subdivision 4, paragraph (k)

\_\_\_\_\_ A description of how the school will monitor and review the use of restrictive procedures, including:  
\_\_\_\_\_ conducting post-use debriefings, consistent with subdivision 3, paragraph (a), clause (5);  
and  
\_\_\_\_\_ convening an oversight committee to undertake a quarterly review of the use of restrictive procedures

\_\_\_\_\_ A written description and documentation of the training staff completed under Minn. Stat. 125A.0942, subd. 5.

\_\_\_\_\_ Designation of oversight committee members including at least:

\_\_\_\_\_ a mental health professional, school psychologist, or school social worker;

\_\_\_\_\_ an expert in positive behavior strategies;

\_\_\_\_\_ a special education administrator; and

\_\_\_\_\_ a general education administrator.

Arm made with  
heavy-duty steel

189  
With two keys



High-quality  
lock

Plate made from  
durable resin

# The McDowell Agency, Inc.

## SUBJECT BILLING LIST

for

DISCOVERY WOODS -- Acct Nbr: TLW385

11/01/22 through 11/30/22

Billing Date: 11/30/22

Completion Date	Subject Name	SS # / DEPT/POSITION	Billing Code	Fee	Add'l Charges
11/23/22	ANDERSON, CINDY	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN CASS Crim MN STATEWIDE Federal MN DISTRICT OF MINNESOTA		
11/23/22	AUEL, HEIDI	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A.</b> HENNEN, HEIDI <b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN CROW WING Crim MN STATEWIDE Federal MN DISTRICT OF MINNESOTA		
11/23/22	BOLDT, SHEILA	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A.</b> CARLETON, SHEILA <b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN CROW WING Crim MN STATEWIDE Federal MN DISTRICT OF MINNESOTA		
11/23/22	CHRISTENSEN, ALLISON	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN CLAY Crim MN CROW WING Crim MN STATEWIDE Crim MN WILKIN Federal MN DISTRICT OF MINNESOTA		
11/16/22	CROCKER, TAYLOR	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
11/23/22	DEVRIENDT, KARA	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN CASS Crim MN STATEWIDE Federal MN DISTRICT OF MINNESOTA		
11/23/22	GANGESTAD, ASHLEY	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A.</b> MEYER, ASHLEY <b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN CROW WING Crim MN STATEWIDE Federal MN DISTRICT OF MINNESOTA		
11/23/22	GRANT, CHASIDI	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A.</b> FUNK, CHASIDI <b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN BENTON Crim MN CROW WING Crim MN STATEWIDE		

# The McDowell Agency, Inc.

## SUBJECT BILLING LIST

for

**DISCOVERY WOODS -- Acct Nbr: TLW385**

11/01/22 through 11/30/22

**Billing Date: 11/30/22**

<b>Completion Date</b>	<b>Subject Name</b>	<b>SS # / DEPT/POSITION</b>	<b>Billing Code</b>	<b>Fee</b>	<b>Add'l Charges</b>
			Crim MN STEARNS Federal MN DISTRICT OF MINNESOTA		
11/28/22	HUBERTY, RENEE	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A. CAUGHEY, RENEE</b> <b>Requestor: Taylor Crocker</b>		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
11/28/22	HUETHER, KAYLA	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A. JANSON, KAYLA</b> <b>Requestor: Taylor Crocker</b>		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CASS Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
11/30/22	LOCHNER, NATALY	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A. MILBRADT, NATALY</b> <b>Requestor: Taylor Crocker</b>		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN AITKIN Crim MN CROW WING Crim MN MORRISON Federal MN DISTRICT OF MINNESOTA		
11/28/22	OPAY, KIM	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A. OPAY, KIMBERLY / SCHARBER, KIMBERLY</b> <b>Requestor: Taylor Crocker</b>		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
<b>Totals for</b>	<b>DISCOVERY WOODS</b>	<b>12</b>		<b>\$492.00</b>	<b>\$0.00</b>
			<b>TOTAL</b>	<b>\$492.00</b>	

# The McDowell Agency, Inc.

## SUBJECT BILLING LIST

for

DISCOVERY WOODS -- Acct Nbr: TLW385

12/01/22 through 12/31/22

Billing Date: 12/31/22

Completion Date	Subject Name	SS # / DEPT/POSITION	Billing Code	Fee	Add'l Charges
12/20/22	ADDISON, RHONDA	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CASS Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA Crim MN CHISAGO		
12/12/22	ANDERSON, ERIN	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A.</b> ELLERBUSCH, ERIN <b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
12/05/22	BELL, AMANDA	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A.</b> STRONG, AMANDA <b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CASS Crim MN CROW WING Crim MN TODD Federal MN DISTRICT OF MINNESOTA		
12/06/22	BELL, LEWIS	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Crim MN TODD Federal MN DISTRICT OF MINNESOTA		
12/05/22	BERNDT, SAMANTHA	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A.</b> MEYER, SAMANTHA <b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
12/12/22	BLESSING, JENNI	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
12/12/22	CORDINGLY, LUCKY	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		



# The McDowell Agency, Inc.

## SUBJECT BILLING LIST

for

**DISCOVERY WOODS -- Acct Nbr: TLW385**

12/01/22 through 12/31/22

**Billing Date: 12/31/22**

<u>Completion Date</u>	<u>Subject Name</u>	<u>SS # / DEPT/POSITION</u>	<u>Billing Code</u>	<u>Fee</u>	<u>Add'l Charges</u>
12/12/22	CROCKER, KRISTI	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
12/05/22	FORBES, NICHOLAS	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim CA SANTA CRUZ Crim MN CROW WING Federal CA NORTHERN DISTRICT Federal MN DISTRICT OF MINNESOTA		
12/12/22	HANFORD, RACHEL	XXX-XX-XXXX	41 DOLLARS	41.00	105.00
	<b>Extra Charges:</b> NY/STATEWIDE criminal court fee (105.00)				
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim IL WINNEBAGO Crim MN BELTRAMI Crim MN CROW WING Crim NY STATEWIDE Federal IL NORTHERN - ROCKFORD DIV Federal MN DISTRICT OF MINNESOTA Federal NY EASTERN DISTRICT		
12/12/22	KNAKMUHS, MICHAEL	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
12/12/22	KUJALA, LILLIAN	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN AITKIN Crim MN CROW WING Crim MN ITASCA Federal MN DISTRICT OF MINNESOTA		
12/07/22	LYTLE, THOMAS	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Crim MN RAMSEY Federal MN DISTRICT OF MINNESOTA Crim MN OTTER TAIL		
12/07/22	MARVIN, ALYSSA	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim KY DAVIESS		

# The McDowell Agency, Inc.

## SUBJECT BILLING LIST

for

DISCOVERY WOODS -- Acct Nbr: TLW385

12/01/22 through 12/31/22

Billing Date: 12/31/22

Completion Date	Subject Name	SS # / DEPT/POSITION	Billing Code	Fee	Add'l Charges
			Crim MN CROW WING Crim MN SAINT LOUIS Federal KY WESTERN DISTRICT Federal MN DISTRICT OF MINNESOTA		
12/07/22	MCGUIRE, CATHERINE	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Crim MO CASS Federal MN DISTRICT OF MINNESOTA Federal MO WESTERN DISTRICT		
12/12/22	MILES, GRACIE	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
12/12/22	MILES, TERESA	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A.</b> BRAATZ, TERESA <b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
12/12/22	MUDDERMAN, SAMANTHA	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A.</b> HAMM, SAMANTHA <b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN AITKIN Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
12/12/22	PRETTYMAN, SARA	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Federal MN DISTRICT OF MINNESOTA		
12/12/22	SACHS, SHAWNA	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A.</b> BREITLING, SHAWNA / FINCK, SHAWNA <b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN MORRISON Federal MN DISTRICT OF MINNESOTA		
12/12/22	SIPPRELL, EMILY	XXX-XX-XXXX	41 DOLLARS	41.00	0.00
	<b>A.K.A.</b> CUSHING, EMILY <b>Requestor:</b> Taylor Crocker		41 DOLLARS - 41 DOLLAR PACKAGE Crim MN STATEWIDE Crim MN CROW WING Crim MN TODD Federal MN DISTRICT OF MINNESOTA		

**Discovery Woods School**

**Indicator 1: Mission Related**

**Measure 1.1 Performance Data:**

Passing score on Environmental Education trimester project grades K-6

Discovery Woods School	Number of students earning a passing score on EE trimester project	Total Number of Students	Percentage of students earning a passing score on EE trimester project
FY18	16	18	88.9%
FY19	57	62	91.9%
FY20	28	28	100.0%
FY21	38	38	100.0%
FY22	37	41	90.2%
Aggregate	176	187	94.1%
FY18, FY19 and FY22 Aggregate	110	121	90.9%

Source: Requested data provided to OW by school

**Indicator 3: Reading Growth**

**Measure 3.1 Performance Data:**

Discovery Woods School	Mean Growth Z-Score	Number of Students
FY18	0.023	36
FY19	-0.417	38
FY20		
Aggregate Z-Score	-0.203	74

Source: MDE Data Center

**Measure 3.2 Performance Data:**

Discovery Woods 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
FY18	22	14	36	61.1%
FY19	16	22	38	42.1%
FY20				
Aggregate	38	36	74	51.4%

Source: MDE Data Center

**Measure 3.3 Performance Data:**

STAR Assessment – Reading grades - K-6

Discovery Woods School	Number of students who meet or exceed individual growth goal from fall to spring (except FY21 fall to winter)	Total Number of students	Percentage of students who meet or exceed individual growth goal from fall to spring (except FY21 fall to winter)
FY18	47	78	60.3%
FY19	51	91	56.0%
FY20			
FY21	39	85	45.9%
FY22	41	99	41.4%
Aggregate	178	353	50.4%
FY18, FY19 and FY22 Aggregate	139	268	51.9%

Source: Requested data provided to OW by school

**Measure 3.4 Performance Data:**

Reading: North Star Academic Progress – All Students (Meeting enrollment criteria)

Discovery Woods School	Count whose reading achievement level improved	Count tested	Percent of Students whose achievement level improved
FY21*			
FY22	2	21	9.5%
Aggregate	2	21	9.5%

Source: Data provided to OW by school

Reading: North Star Academic Progress – All Students (Meeting enrollment criteria)

State of Minnesota	Count whose reading achievement level improved	Count tested	Percent of Students whose achievement level improved
FY21*			
FY22	49,599	245,117	20.2%
Aggregate	49599	245117	20.2%

Source: MDE Data Center

\*All students if enrollment criteria is not calculated

Measure 3.5 Performance Data:

Reading: North Star Academic Progress – All Students (Meeting enrollment criteria)

Discovery Woods School	Count whose reading achievement level decreased or stayed "does not meet standards"	Count tested	Percent of Students whose achievement level stayed "does not meet" or decreased
FY21*			
FY22	9	21	42.9%
Aggregate	9	21	42.9%

Source: Data provided to OW by school

Reading: North Star Academic Progress – All Students (Meeting enrollment criteria)

State of Minnesota	Count whose reading achievement level stayed "does not meet" or decreased	Count tested	Percent of Students whose achievement level stayed "does not meet" or decreased
FY21*			
FY22	90,144	245,117	36.8%
Aggregate	90144	245117	36.8%

Source: MDE Data Center

\*All students if enrollment criteria is not calculated

**Indicator 4: Math Growth**

Measure 4.1 Performance Data:

Math: All state accountability tests - All Students (Meeting enrollment criteria, Grades 4-6)

Discovery Woods School	Mean Growth Z-Score	Number of Students
FY18	-0.647	37
FY19	-0.831	39
FY20		
Aggregate Z-Score	-0.741	76

Source: MDE Data Center

Measure 4.2 Performance Data:

Math: All state accountability tests - All Students (Meeting enrollment criteria, Grades 4-6)

Discovery Woods 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
FY18	*	30	37	18.9%
FY19	*	30	39	23.1%
FY20				
Aggregate	16	60	76	21.1%

Source: MDE Data Center

\* Data not disclosed for sample sizes less than 10.

Measure 4.3 Performance Data:

STAR Assessment – Math - All students (Meeting enrollment criteria, Grades K-6)

Discovery Woods School	Number of students who meet or exceed individual growth goal from fall to spring (except FY21 fall to winter)	Total Number of students	Percentage of students who meet or exceed individual growth goal from fall to spring (except FY21 fall to winter)
FY18	42	83	50.6%
FY19	43	85	50.6%
FY20			
FY21	42	79	53.2%
FY22	45	98	45.9%
Aggregate	172	345	49.9%
FY18, FY19 and FY22 Aggregate	130	266	48.9%

Source: Requested data provided to ACNW by school

Measure 4.4 Performance Data:

Math: North Star Academic Progress – All Students (Meeting enrollment criteria)

Discovery Woods School	Count whose math achievement level improved	Count tested	Percent of Students whose achievement level improved
FY21*			
FY22	2	21	9.5%
Aggregate	2	21	9.5%

Source: Data provided to OW by school

Math: North Star Academic Progress -- All Students (Meeting enrollment criteria)

State of Minnesota	Count whose math achievement level improved	Count tested	Percent of Students whose achievement level improved
FY21*			
FY22	44,136	241,968	18.2%
Aggregate	44136	241968	18.2%

Source: MDE Data Center

\*All students if enrollment criteria is not calculated

Measure 4.5 Performance Data:

Math: North Star Academic Progress – All Students (Meeting enrollment criteria)

Discovery Woods School	Count whose achievement level decreased or stayed "does not meet standards"	Count tested	Percent of Students whose achievement level stayed "does not meet" or decreased
FY21*			
FY22	12	21	57.1%
Aggregate	12	21	57.1%

Source: Data provided to OW by school

Math: North Star Academic Progress – All Students (Meeting enrollment criteria)

State of Minnesota	Count whose achievement level stayed "does not meet" or decreased	Count tested	Percent of Students whose achievement level stayed "does not meet" or decreased
FY21*			
FY22	96,749	241,968	40.0%
Aggregate	96749	241968	40.0%

Source: MDE Data Center

\*All students if enrollment criteria is not calculated

**Indicator 5: Reading Proficiency**

Measures 5.1–5.2 Performance Data:

Reading: All State Accountability Tests – All Students (Enrolled October 1, Grade 3)

Discovery Woods School	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
Baseline (FY15-17)	*	18	*	16	46	58.7%
FY18	1	3	3	5	12	45.8%
FY19*	0	8	3	6	17	55.9%
FY20						
FY21*						
FY22**	0	6	2	12	20	35.0%
Aggregate	2	15	6	18	41	48.8%

Source: Requested data provided to OW by school

\* Data not disclosed for sample sizes under 10.

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	9,284	26,137	9,748	17,060	62,229	64.8%
FY19*	8,927	25,771	10,247	18,160	63,105	63.1%
FY20						
FY21*						
FY22	6,790	21,935	9,403	20,756	58,884	56.8%
Aggregate	25,001	73,843	29,398	55,976	184,218	61.6%

Brainerd Public Schools (ISD 181)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	79	235	81	98	493	71.9%
FY19*	72	240	72	94	478	72.8%
FY20						
FY21*						
FY22	53	169	67	114	403	63.4%
Aggregate	204	644	220	306	1,374	69.7%

Source: MDE Data Center

\*Data not disclosed for sample sizes under 10. Also, due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for FY19 is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1, as previous years data are measured or all students if enrollment criteria is not calculated.

Measures 5.3–5.4 Performance Data:

Reading: All State Accountability Tests – All Students (Enrolled October 1, Grades 4-6)

Discovery Woods School	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
Baseline (FY15-FY17)						60.9
FY18	5	14	11	10	40	61.3%
FY19*	6	10	11	14	41	52.4%
FY20						
FY21*						
FY22	2	12	2	7	23	65.2%
Aggregate (FY18)	13	36	24	31	104	58.7%

Source: Requested data provided to OW by school

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	40,261	80,924	34,656	34,928	190,769	72.6%
FY19*	38,791	82,320	37,210	37,570	195,891	71.3%
FY20						
FY21*						
FY22	28,687	69,333	36,690	43,190	177,900	65.4%
Aggregate	107,739	232,577	108,556	115,688	564,560	69.9%

Brainerd Public Schools (ISD 181)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	348	715	223	171	1,457	80.6%
FY19*	338	690	254	183	1,465	78.8%
FY20						
FY21*						
FY22	227	546	278	236	1,287	70.9%
Aggregate	913	1,951	755	590	4,209	77.0%

Source: MDE Data Center

\*Data not disclosed for sample sizes under 10. Also, due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for FY19 is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1, as previous years data are measured or all students if enrollment criteria is not calculated.

Measures 5.5–5.6 Performance Data:

Reading: All State Accountability Tests – FRP (Enrolled October 1, Grades 3-6)

Discovery Woods School	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	4	9	9	12	34	51.5%
FY19*	3	13	7	15	38	51.3%
FY20						
FY21*						
FY22	0	10	2	9	21	52.4%
Aggregate	7	32	18	36	93	51.6%

Source: Requested data provided to OW by school

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	8,394	34,228	21,756	34,473	98,851	54.1%
FY19*	7,918	33,898	23,020	38,832	103,668	51.4%
FY20						
FY21*						
FY22	4,228	21,572	17,217	35,620	78,637	43.8%
Aggregate	20,540	89,698	61,993	108,925	281,156	50.2%

Brainerd Public Schools (ISD 181)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	105	292	167	182	746	64.4%
FY19*	103	372	178	186	839	67.2%
FY20						
FY21*						
FY22	55	207	137	194	593	55.7%
Aggregate	263	871	482	562	2,178	63.1%

Source: MDE Data Center

\*Data not disclosed for sample sizes under 10. Also, due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for FY19 is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1, as previous years data are measured or all students if enrollment criteria is not calculated.

Measures 5.7–5.8 Performance Data:

Reading: All State Accountability Tests – SpEd (Enrolled October 1, Grades 3-6)

Discovery Woods School	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	1	3	3	8	15	36.7%
FY19*	0	3	1	10	14	25.0%
FY20						
FY21*						
FY22	0	3	1	10	14	25.0%
Aggregate	1	9	5	28	43	29.1%

Source: Requested data provided to OW by school

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	3,547	8,788	6,382	18,406	37,123	41.8%
FY19*	3,489	9,375	6,654	20,521	40,039	40.4%
FY20						
FY21*						
FY22	2,816	8,129	6,466	21,542	38,953	36.4%
Aggregate	9,852	26,292	19,502	60,469	116,115	39.5%

Brainerd Public Schools (ISD 181)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	40	124	68	150	382	51.8%
FY19*	48	120	63	163	394	50.6%
FY20						
FY21*						
FY22	24	87	76	211	398	37.4%
Aggregate	112	331	207	524	1,174	46.6%

Source: MDE Data Center

\*Data not disclosed for sample sizes under 10. Also, due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for FY19 is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1, as previous years data are measured or all students if enrollment criteria is not calculated.

Measure 5.9 Performance Data:

STAR – Reading – grades K-6

Discovery Woods School	Number of students who meet or exceed fall to spring benchmark (except FY18 fall to winter)?	Total Number of students	Percentage of students who meet or exceed fall to spring benchmark (except FY18 fall to winter)?
FY18	49	96	51.0%
FY19	69	115	60.0%
FY20			
FY21	40	98	40.8%
FY22	46	101	45.5%
Aggregate	204	410	49.8%
FY18, FY19 and FY22 Aggregate	164	312	52.6%

Source: Requested data provided to OW by school

Indicator 6: Math Proficiency

Measures 6.1-6.2 Performance Data:

Math: All State Accountability Tests – All Students (Enrolled October 1, Grades 3-6)

Discovery Woods School	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
Baseline (FY15-17)	12	44	22	32	110	60.9%
FY18	7	13	10	22	52	48.1%
FY19*	4	11	16	28	59	39.0%
FY20						
FY21*						
FY22	0	11	11	21	43	38.4%
Aggregate	11	35	37	71	154	41.9%

Source: Requested data provided to OW by school

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	64,453	90,356	49,054	48,867	252,730	71.0%
FY19*	61491	89284	52085	55829	258,689	68.4%
FY20						
FY21*						
FY22	43785	74457	49118	68710	236,070	60.5%
Aggregate	169,729	254,097	150,257	173,406	747,489	66.8%

Brainerd Public Schools (ISD 181)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	520	851	346	231	1,948	79.3%
FY19*	513	808	353	269	1,943	77.1%
FY20						
FY21*						
FY22	309	606	366	417	1,698	64.7%
Aggregate	1,342	2,265	1,065	917	5,589	74.1%

Source: MDE Data Center

\*Data not disclosed for sample sizes under 10. Also, due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for FY19 is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1, as previous years data are measured or all students of enrollment criteria is not calculated.

Measures 6.3-6.4 Performance Data:

Math: All State Accountability Tests – FRP (Enrolled October 1, Grades 3-6)

Discovery Woods School	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	4	8	6	17	35	42.9%
FY19*	3	7	9	20	39	37.2%
FY20						
FY21*						
FY22	0	5	6	10	21	38.1%
Aggregate	7	20	21	47	95	39.5%

Source: Requested data provided to OW by school

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	10,728	29,456	24,035	34,041	98,260	53.1%
FY19*	9820	28311	24852	38462	101,445	49.8%
FY20						
FY21*						
FY22	4683	16557	17705	39964	78,909	38.1%
Aggregate	25,231	74,324	66,592	112,467	278,614	47.7%

Brainerd Public Schools (ISD 181)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	133	339	195	168	835	68.2%
FY19*	138	308	203	190	839	65.3%
FY20						
FY21*						
FY22	44	187	148	219	598	51.0%
Aggregate	315	834	546	577	2,272	62.6%

Source: MDE Data Center

\*Data not disclosed for sample sizes under 10. Also, due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for FY19 is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1, as previous years data are measured or all students of enrollment criteria is not calculated.

Measures 6.5–6.6 Performance Data:

Math: All State Accountability Tests – SpEd (Enrolled October 1, Grades 3-6)

Discovery Woods School	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	1	5	1	9	16	40.6%
FY19*	1	2	1	10	14	25.0%
FY20						
FY21*						
FY22	0	3	2	9	14	28.6%
Aggregate	2	10	4	28	44	31.8%

Source: Requested data provided to OW by school

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	4,219	8,719	7,086	17,100	37,124	44.4%
FY19	4282	8923	7386	19455	40,046	42.2%
FY20						
FY21*						
FY22	3349	7967	6709	20860	38,885	37.7%
Aggregate	11,850	25,609	21,181	57,415	116,055	41.4%

Brainerd Public Schools (ISD 181)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	52	111	87	131	381	54.2%
FY19	51	105	85	156	397	50.0%
FY20						
FY21*						
FY22	24	84	83	216	407	36.7%
Aggregate	127	300	255	503	1,185	46.8%

Source: MDE Data Center

\*Data not disclosed for sample sizes under 10. Also, due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for FY19 is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1, as previous years data are measured or all students of enrollment criteria is not calculated.

Measure 6.7 Performance Data:

STAR – Math – grades K-6

Discovery Woods School	Number of students who meet or exceed grade level equivalency from fall to spring (except FY21 fall to winter)	Total Number of students	Percentage of students who meet or exceed grade level equivalency from fall to spring (except FY21 fall to winter)
FY18	53	84	63.1%
FY19	55	91	60.4%
FY20			
FY21	28	94	29.8%
FY22	33	98	33.7%
Aggregate	169	367	46.0%
FY18, FY19 and FY22 Aggregate	141	273	51.6%

Source: Requested data provided to OW by school

**Indicator 7: Science Proficiency**

Measures 7.1-7.2 Performance Data:

Science: All State Accountability Tests – All Students (Enrolled October 1, Grade 5)

Discovery Woods School	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
Baseline (FY15-17)	*	*	*	*	*	75.0%
FY18	0	5	4	4	13	53.8%
FY19*	1	7	3	5	16	59.4%
FY20						
FY21*						
FY22	*	*	*	*	*	72.2%
Aggregate	1	18	8	11	38	60.5%

Source: Requested data provided to OW by school

State of Minnesota	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	7,782	30,170	14,044	11,966	63,962	70.3%
FY19*	6,373	30,157	14,426	15,586	66,542	65.7%
FY20						
FY21*						
FY22	4,499	25,530	13,204	16,856	60,089	61.0%
Aggregate	18,654	85,857	41,674	44,408	190,593	65.8%

Brainerd Public Schools (ISD 181)	Exceeds	Meets	Partially Meets	Does Not Meet	Total Students	Proficiency Index
FY18	128	244	65	35	472	85.7%
FY19*	92	277	75	49	493	82.5%
FY20						
FY21*						
FY22	57	217	75	79	428	72.8%
Aggregate	277	738	215	163	1393	80.6%

Source: MDE Data Center

\*Data not disclosed for sample sizes under 10. Also, due to the elimination of the October 1 flag for data available from the MDE Report Card, proficiency data for FY19 is measured with the North Star Accountability measure (enrolled for six months, including December 15) instead of October 1, as previous years data are measured or all students of enrollment criteria is not calculated.



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

**Measure 8.1 Performance Data:**

**Ready for Kindergarten**

Discovery Woods School	Number of students who mastered 50% of ready for Kindergarten skills	Number of students	Percentage of students who mastered 50% of ready for Kindergarten Skills
FY18	12	12	100.0%
FY19	25	26	96.2%
FY20	15	15	100.0%
FY21	19	19	100.0%
FY22	22	22	100.0%
Average	93	94	99.2%
FY18, FY19 and FY22 Aggregate	59	60	98.3%

Source: Requested data provided to OW by school

**Indicator 10: Attendance**

**Measure 10.1 Performance Data:**

Discovery Woods School	DWS Annual Attendance Rate
FY18	95.3%
FY19	94.5%
FY20	95.0%
FY21	95.0%
FY22	93.2%
Average	94.6%
FY18, FY19 and FY22 Aggregate	94.3%

Source: Requested data provided to OW by school

**Measure 10.2 Performance Data:**

Discovery Woods School	Consistent Attendance Rate**
FY20	95.0%
FY21	96.0%
FY22	92.7%
Average	94.6%

Source: Requested data provided to OW by school

State of Minnesota	Consistent Attendance Rate
FY20	85.3%
FY21	
FY22	
Average	85.3%

Source: MDE Data Center

\*\*The consistent attendance rate is lagged one year, thus data reported for FY20 reflects the FY19 rate, etc.

## **Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures**

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

### **Ongoing Evaluation Criteria**

Osprey Wilds evaluates schools in four primary areas:

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

### **Academic Performance**

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

Following are the key questions each indicator addresses:

<b>Indicator 1:</b> 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?
<b>Indicator 2:</b> English Language Learners	Are EL students at the school achieving adequate progress towards English Language Proficiency?
<b>Indicator 3:</b> Reading Growth	Are all and subgroups of students meeting expected growth targets in reading?
<b>Indicator 4:</b> Math Growth	Are all and subgroups of students meeting expected growth targets in math?
<b>Indicator 5:</b> Reading Proficiency	Are all and subgroups of students achieving proficiency in reading?
<b>Indicator 6:</b> Math Proficiency	Are all and subgroups of students achieving proficiency in math?
<b>Indicator 7:</b> 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?

<b>Indicator 8:</b> 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?
<b>Indicator 9:</b> Post Secondary Readiness	Are all and subgroups of high school students prepared for post secondary success?
<b>Indicator 10:</b> Attendance	Are students attending the school at high rates?
<b>Indicator A:</b> 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 Osprey Wilds 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 Osprey Wilds 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 Osprey Wilds.

## **Environmental Education Performance**

Osprey Wilds evaluates its authorized schools’ Environmental Education (EE) performance on eight primary indicators.

<b>OUTCOMES</b>	<b>Indicator 1: Awareness</b>	Students demonstrate an awareness of the relationship between the environment and human life and the diversity of life that shares the earth with humans.
	<b>Indicator 2: Knowledge</b>	Students have knowledge of how natural systems function and how human systems interact with and depend on them.
	<b>Indicator 3: Attitudes</b>	Students demonstrate respect and concern for the earth’s health and the motivation to participate in environmental stewardship.
	<b>Indicator 4: Skills</b>	Students possess the skills needed to identify and critically analyze environmental issues, and to contribute to resolving the root of environmental challenges.
	<b>Indicator 5: Action</b>	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.
<b>INPUTS</b>	<b>Indicator 6: Environmental Education Program</b>	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.
	<b>Indicator 7: Governance</b>	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.
	<b>Indicator 8: Operations</b>	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 Osprey Wilds, but at least in the school’s renewal year.

## **Financial Performance**

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

## **Operations Performance**

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

## **Process and Procedures for Ongoing Evaluation**

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

**Data Review and Analysis** – Osprey Wilds 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 Osprey Wilds. This also includes a periodic review of financial reports and board meeting materials and minutes. Osprey Wilds reserves the right to request data from the school consistent with data privacy practices.

**Site Visits and Board Observations** – Osprey Wilds regularly visits authorized schools to verify performance and compliance. Osprey Wilds, at its sole discretion, determines the frequency and scope of site visits. During site visits, Osprey Wilds 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 renewal year, Osprey Wilds will send a team of evaluators to conduct a renewal site visit in preparation for determining a renewal recommendation to the Charter School Committee and Board of Directors.

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

**Feedback and Strategic Intervention** – Osprey Wilds 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. Osprey Wilds also gives schools the opportunity to provide additional information on any relevant issues that warrant explanation or clarification.

Osprey Wilds 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.

**Renewal Recommendations** – During the final year of an authorized school’s active contract, the school is required to submit an application for renewal 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. Osprey Wilds CSD reviews that application, conducts a renewal site visit, completes a renewal evaluation report, and compiles a recommendation to the Osprey Wilds Board. Those recommendations are reviewed and accepted or amended by the Charter School Committee (CSC). The CSC’s recommendations are then presented to the Osprey Wilds 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 Osprey Wilds' 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, Osprey Wilds will determine the school's renewal track as outlined below:

#### **1. Eligible for Fast Track Renewal**

- Condensed renewal application and site visit, including collection of school's best practices for future dissemination by Osprey Wilds.
- Earlier board resolution by the Osprey Wilds 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 renewal 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 renewal 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 Osprey Wilds 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 Osprey Wilds' 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 Osprey Wilds' Academic Performance Evaluation (i.e., 50% or more of possible points), the school will be considered eligible for renewal.
- If a school attains less than half of its contractual outcomes in Exhibit G as determined by Osprey Wilds' Academic Performance Evaluation (i.e., less than 50% of possible points), the school will 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. Osprey Wilds will provide clear analysis of each secondary factor and the rationale for its impact on the school's renewal track determination in the renewal 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 identified for targeted or comprehensive support under the North Star system for school and district accountability by the Minnesota Department of Education.
- The school was placed on intervention by Osprey Wilds 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 “candidate for nonrenewal” to “eligible for renewal” or “eligible for renewal” to “eligible for fast track renewal”):**

- The school (or a site at the school) was recognized for success 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 was identified as a HQCS due to its academic performance by the Minnesota Department of Education at any time during the current contract term, but was ineligible to receive the designation due to financial and/or compliance check(s) 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 Osprey Wilds 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

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

**Exhibit R: Financial Statement Template & Guide**

The School shall furnish Osprey Wilds, 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 Osprey Wilds. This format is consistent with UFARS reporting and ensures clear reporting of restricted funds while identifying administrative and educational program expenses. In addition, by June 30 of each year the School shall furnish Osprey Wilds with a budget of revenues and expenditures consistent with this format or in a similar fashion that is approved by Osprey Wilds

**SCHOOL NAME:**

**PERIOD ENDING:**

Description	General Fund 01	Food Service Fund 02	Community Service Fund 04	Total Funds
<b>ASSETS</b>				
Cash - checking				
Cash - savings				
Investments				
Accounts Receivable - due from MDE				
Accounts Receivable - due from other				
Prepays				
Other (specify and add rows as needed)				
<b>TOTAL ASSETS</b>				
<b>LIABILITIES &amp; FUND BALANCE</b>				
<b>Liabilities</b>				
Accounts Payable				
Payroll Liabilities				
Deferred Revenue				
Due to Other				
Short Term Debt				
<b>Total Liabilities</b>				
<b>Fund Balance</b>				
Unassigned Fund Balance – Previous YE				
Net Income/(Loss) – Current YTD				
<b>Total Fund Balance</b>				
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>				

**SCHOOL NAME:**  
**PERIOD ENDING:**

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

Other Expenditures			
<b>Total Elementary and Secondary Regular Instruction</b>			
<b>State Special Education</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
<b>Total State Special Education</b>			
<b>Federal Special Education</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
<b>Total Federal Special Education</b>			
<b>Title Programs (specify I, II, or III and add rows as needed for each Title program)</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
<b>Title Programs</b>			
<b>Other Federal Programs (specify and add rows as needed for each program)</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
<b>Other Federal Programs</b>			
<b>Instructional Support Services</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
<b>Total Instructional Support Services</b>			
<b>Pupil Support Services</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
<b>Pupil Support Services</b>			
<b>Sites and Buildings</b>			
Salaries			
Benefits			
Facilities Lease			

Purchased Services (Repairs, maintenance, utilities, other)			
Supplies and Materials			
Capital Expenditures			
<b>Total Sites and Buildings</b>			
<b>Fiscal and Other Fixed Costs</b>			
Purchased Services			
Interfund Transfer			
<b>Total Fiscal and Other Fixed Costs</b>			
<b>TOTAL EXPENDITURES</b>			
<b>GENERAL FUND 01 - NET SURPLUS (DEFICIT)</b>			
<b>FOOD SERVICE FUND - 02</b>	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			
<b>TOTAL REVENUES</b>			
EXPENDITURES			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Other (specify)			
<b>TOTAL EXPENDITURES</b>			
<b>FOOD SERVICE FUND 02 - NET SURPLUS (DEFICIT)</b>			
<b>COMMUNITY SERVICE FUND - 04</b>	Approved Budget	Year -to-Date Activity	Percent of Budget
REVENUES			
State Revenues			
Federal Revenues			
Other Local Revenues			
Transfer from General Fund			
<b>TOTAL REVENUES</b>			

<b>EXPENDITURES</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Other			
<b>TOTAL EXPENDITURES</b>			
<b>COMMUNITY SERVICE FUND 04 - NET INCOME</b>			
Fund Balance at Beginning of Year			
Net Surplus (Deficit) Year to Date			
Ending Fund Balance			

**SCHOOL NAME:**

**Board Approved Date:**

Enrollment	FYXX	FYXX
PK		
K		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
<b>Total ADM</b>		
<b>Total PPU</b>		

	Approved Budget FYXX	Approved Budget FYXX
<b>GENERAL FUND - 01</b>		
<b>REVENUES</b>		
<b>State Revenues</b>		
General Education Aid		
Facilities Lease Aid		
Special Education Aid		
Other (specify and add rows as needed)		
<b>Total State Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Federal Revenues</b>		
Title I		
Title II		
Title III		
Title IV		
Federal Special Education		
Federal CSP Grant		
REAP		
Other (specify and add rows as needed)		
<b>Total Federal Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Local Revenues</b>		
Donations		
Fundraising		
Miscellaneous (specify and add rows as needed)		
<b>Total Local Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>FUND 01 - TOTAL REVENUES</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EXPENDITURES</b>		
<b>Administration</b>		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Other (specify and add rows as needed)		
<b>Total Administration</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>District Support Services</b>		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Supplies and Materials		
Other (specify and add rows as needed)		
Capital Expenditures		
<b>Total District Support Services</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Elementary and Secondary Regular Instruction</b>		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Supplies and Materials		
Capital Expenditures		
Other (specify and add rows as needed)		
<b>Total Elementary and Secondary Regular Instruction</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>State Special Education</b>		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Supplies and Materials		
<b>Total State Special Education</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Federal Special Education</b>		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Supplies and Materials		
<b>Total Federal Special Education</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Title I (add rows as needed for each Title program)</b>		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Supplies and Materials		
<b>Total Title I</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Title II (add rows as needed for each Title program)</b>		
Salaries		
Benefits		
Purchased Services (specify and add rows as needed)		
Supplies and Materials		
<b>Total Title II</b>	<b>\$0.00</b>	<b>\$0.00</b>



<b>Title III</b> (add rows as needed for each Title program)			
Salaries			
Benefits			
Purchased Services <i>(specify and add rows as needed)</i>			
Supplies and Materials			
<b>Total Title III</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Federal Programs</b> (add rows as needed for each program)			
Salaries			
Benefits			
Purchased Services <i>(specify and add rows as needed)</i>			
Supplies and Materials			
<b>Other Federal Programs</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Instructional Support Services</b>			
Salaries			
Benefits			
Purchased Services <i>(specify and add rows as needed)</i>			
Supplies and Materials			
<b>Total Instructional Support Services</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Pupil Support Services</b>			
Salaries			
Benefits			
Purchased Services <i>(specify and add rows as needed)</i>			
Supplies and Materials			
<b>Pupil Support Services</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Sites and Buildings</b> (add rows as needed)			
Salaries			
Benefits			
Facilities Lease			
Maintenance			
Utilities			
Insurance			
Supplies and Materials			
Other <i>(specify and add rows as needed)</i>			
Capital Expenditures			
<b>Total Sites and Buildings</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Fiscal and Other Fixed Costs</b> (add rows as needed)			
Purchased Services <i>(specify and add rows as needed)</i>			
Interfund Transfer			
<b>Total Fiscal and Other Fixed Costs</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>FUND 01 - TOTAL EXPENDITURES</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>GENERAL FUND 01 - NET INCOME</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>FOOD SERVICE FUND - 02</b>		<b>Approved Budget FYXX</b>	<b>Approved Budget FYXX</b>
<b>REVENUES</b>			
State Revenues			
Federal Revenues			
Sale of Lunches and Other Local Revenue			
Transfer from General Fund			
<b>FUND 02 -TOTAL REVENUES</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>EXPENDITURES</b>			
Salaries			
Benefits			
Purchased Services <i>(specify and add rows as needed)</i>			
Supplies and Materials			
Other			
<b>FUND 02 - TOTAL EXPENDITURES</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>FOOD SERVICE FUND 02 - NET INCOME</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>COMMUNITY SERVICE FUND - 04</b>		<b>Approved Budget FY19</b>	<b>Approved Budget FY20</b>
<b>REVENUES</b>			
State Revenues			
Federal Revenues			
Other Local Revenues			
Transfer from General Fund			
<b>FUND 04 - TOTAL REVENUES</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>EXPENDITURES</b>			
Salaries			
Benefits			
Purchased Services <i>(specify and add rows as needed)</i>			
Supplies and Materials			
Other			
<b>FUND 04 - TOTAL EXPENDITURES</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>COMMUNITY SERVICE FUND 04 - NET INCOME</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>FUND BALANCE AT BEGINNING OF YEAR</b>			
<b>ALL FUNDS NET INCOME OR LOSS</b>			
<b>ENDING FUND BALANCE</b>			

## Exhibit S: Outstanding Obligations from the Previous Contract

**School Name:** Discovery Woods

*Below are the items identified in the school's most recent renewal evaluation (Exhibit O) that must be resolved prior to the school's next renewal evaluation (identified in Section 12.1 of the contract). The school is responsible for ensuring that it identifies specific benchmarks, timelines, and resources (e.g. time, money, expertise) to accomplish the milestones identified below. Osprey Wilds will monitor the school's progress and if benchmarks are not satisfactorily met as determined by OW, OW may proceed with intervention as outlined in **Exhibit Q: Range of Possible Interventions**.*

### Academics

- A.4 Math Growth
  - Addressed through Exhibit G
- A.5 Reading Proficiency
  - Addressed through Exhibit G
- A.6 Math Proficiency
  - Addressed through Exhibit G
- A.7 Science Proficiency
  - Addressed through Exhibit G

### Environmental Education

- EE.3 Attitudes
  - Addressed through Exhibit H

### Financial

- F.2.3 Enrollment Variance
  - Addressed below

### Operations

- 0.2.1 Board Composition & Capacity
  - 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

Indicator Area	Prior to the school's next contract period (June 30, 2023), the school is required to:
0.2.2	Develop a plan to draft and adopt a Data Subject Rights and Access Policy that specifically addresses the rights of data subjects under MN §13.04.
0.3.2	Revise its Crisis Management Policy to ensure that the policies and procedures for fire, lockdown, and tornado drills are included and in alignment with statute.
0.5.3	Notify parents and guardians about the school's policy requiring a criminal history background check on employees and other individuals who provide services to the school, and identify those positions subject to a background check and the extent of the hiring authority's discretion in requiring a background check in accordance with MN §123B.03 Subd. 1(e).

Indicator Area	Prior to the school's next renewal evaluation, the school is required to:
F.2.3	Accurately reflect enrollment projections in each year of the contract period.
0.2.1	Comply with applicable laws and its own bylaws with respect to board composition in each year of the contract period.
0.2.2	Ensure board meeting minutes are complete in accordance with MN §317A.461, MN §13D.01 subd. 4, any other relevant statute, the school's bylaws, and the charter contract.
0.2.2	Hold board meetings and committee meetings consistent with MN §13D, Open Meeting Law.
0.2.2	Monitor progress toward contractual academic goals (Exhibit G) and environmental education goals (Exhibit H) at least four times / year.
0.2.2	Monitor progress toward outstanding obligations from the previous contract (Exhibit S) at least four times / year.
0.2.3	Evaluate the performance of the school leader in relation to contractual goals and expectations, as required by MN §124E.07 subd. 6.
0.5.3	Provide notification to families regarding the school's background check policy in each year of the contract period.
0.6.1	Complete an annual report that complies with statutory and contractual requirements in each year of the contract period.