CHARTER SCHOOL CONTRACT AMENDMENT

BETWEEN
Osprey Wilds Environmental Learning Center – the AUTHORIZER

AND
Technical Academies of Minnesota – the CHARTER SCHOOL

1. This amendment (the "Amendment") is made by the **Osprey Wilds Environmental Learning Center** (hereinafter "the AUTHORIZER") and **Technical Academies of Minnesota** (hereinafter "the CHARTER SCHOOL") parties to the Charter School Contract which was executed on July 1, 2022 (the "Agreement").

2. The Agreement is amended as follows:

A. The original Exhibit G: Academic and Academic-Related Goals is replaced in its entirety by the revised Exhibit G: Academic and Academic-Related Goals dated May 15, 2024.
B. The original Exhibit I: Admission and Enrollment Policy is replaced in its entirety by the revised Exhibit I: Admission and Enrollment Policy dated 06.27.2023.
C. Section 12.1 is amended by modifying "(3) academic years" to "five (5) academic years," "2024-2025" to "2026-2027" and "June 30, 2025" to "June 30, 2027."

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

4. COUNTERPARTS

This Agreement may be executed in counterparts.

Technical Academies of Minnesota (CHARTER SCHOOL)	**Osprey Wilds Environmental Learning Center** (AUTHORIZER)
By James H Barnes (Signature)	By Erin E Anderson (Signature)
President, Board of Directors Title	Director of Charter School Authorizing Title
James H Barnes (Print Name)	Erin E. Anderson (Print Name)
5/29/2024 Date	06 / 12 / 2024 Date

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Technical Academies of Minnesota
Exhibit G: Academic and Academic-Related Goals
Contract Period July 1, 2022 through June 30, 2027

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

- **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

- 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	0	0	0.0%
3: Reading Growth	18	0	0.0%
4: Math Growth	18	0	0.0%
5: Reading Proficiency	12	0	0.0%
6: Math Proficiency	12	0	0.0%
7: Science Proficiency (and Growth)	9	0	0.0%
8: Other Proficiency or Growth	0	0	0.0%
9: Post-Secondary Readiness	19	0	0.0%
10: Attendance	6	0	0.0%
Overall	100	0	0.0%

Indicator 1: Mission Related — 6 Points

School Goal: Over the period of the contract, students at Technical Academies of Minnesota (TAM) will show continued excellence by meeting specific quality expectations in the Life Skills assessment, Hope Survey, and Personalized Learning Plans.			
Performance Ratings	**Measure 1.1 [CCR] – 2 Points: From FY23 to FY26, the aggregate percentage of students grades 7-12 who show growth, or are proficient ('Almost Always' or 'Always'), on at least 10 statements (or 50%) of the TAM Life Skills Rubric, from fall to spring, will be at least 85%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is at least 90%.		
Meets Target (x1.0)	The aggregate percentage is at least 85%.		
Approaches Target (x0.5)	The aggregate percentage is at least 80%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 1.2 [CCR] – 2 Points: From FY23 to FY26, all students will show growth or maintain a high score (7 or 8) in three out of the six mission related areas scored by the Hope Survey.**		**Result:**
Exceeds Target (x 1.5)	Growth in 4, 5 or 6 areas, or maintenance of a high rating in 4, 5, or 6 areas.		
Meets Target (x1.0)	Growth in 3 out of 6 areas, or maintenance of a high rating in 3 out of 6 areas.		
Approaches Target (x0.5)	Growth in 2 out of six areas, or maintenance of a high rating in 2 out of 6 areas.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 1.3 [CCR] – 2 Points: From FY23 to FY26, the aggregate percentage of students, enrolled the whole school year, who meet 67% or more of their Personalized Learning Plan (PLP) goals annually will be at least 90%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is 95%		
Meets Target (x1.0)	The aggregate percentage is at least 90%.		
Approaches Target (x0.5)	The aggregate percentage is at least 80%		

Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
6	0	0.0%

Indicator 2: English Language Learners

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

0 Points

School Goal: Over the period of the contract, students at Technical Academies of Minnesota (TAM) will demonstrate progress toward becoming proficient in English.			
Performance Ratings	**Measure 2.1 [CCR] – 0 Points: From FY23 to FY26, the aggregate percentage of English Learners meeting target on the ACCESS test grades 7-12 will be equal to or greater than that of the state percentage of English Learners meeting target for the same grades.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is at least 10.0 percentage points greater than the state percentage of English Learners meeting target.		
Meets Target (x1.0)	The aggregate percentage is equal to or greater than the state percentage of English Learners meeting target.		
Approaches Target (x0.5)	The aggregate percentage is within 5.0 percentage points of the state percentage of English Learners meeting target.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 2.2 [CCR] – 0 Points: From FY23 to FY26, the average progress toward target for English Learners grades 7-12 on the ACCESS test will be equal to or greater than the state average progress toward target for the same grades.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is least 10.0 percentage points over the state average progress toward target.		
Meets Target (x1.0)	The aggregate percentage equal to or greater than the state average progress toward target.		
Approaches Target (x0.5)	The aggregate percentage is within 5.0 percentage points of the state's average progress toward target.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
0	0	0.0%

Indicator 3: Reading Growth

18 Points

School Goal: Over the period of the contract, Technical Academies of Minnesota (TAM) students will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.			
Performance Ratings	**Measure 3.1 [CCR] – 1 Point: In aggregate, from FY23 to FY26, 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 either resident district (Owatonna Public Schools or Willmar Public Schools).**		**Result:**
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the district.		

Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the district.		
Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the district.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 3.2 [CCR] – 2 Points: In aggregate, from FY23 to FY26, 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 either resident district (Owatonna Public Schools or Willmar Public Schools).**		**Result:**
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the district.		
Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the district.		
Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the district.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 3.3 [CCR] – 15 Points: From FY23 to FY26, the aggregate percentage of students in grades 7-11 who meet their fall to spring, fall to fall, or spring to spring NWEA RIT expected growth target will be at least 65%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is at least 75.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 65.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 55.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	**Points Earned**	**% Earned**
18	**0**	**0.0%**

Indicator 4: Math Growth — 18 Points

School Goal: Over the period of the contract, Technical Academies of Minnesota (TAM) students will demonstrate growth in math as measured by state accountability tests and nationally normed assessments.			
Performance Ratings	**Measure 4.1 [CCR] – 1 Point: In aggregate, from FY23 to FY26, 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 either resident district (Owatonna Public Schools or Willmar Public Schools).**		**Result:**
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the district.		
Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the district.		
Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the district.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 4.2 [CCR] – 2 Points: In aggregate, from FY23 to FY26, 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 either resident district (Owatonna Public Schools or Willmar Public Schools).**		**Result:**
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the district.		
Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the district.		

Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the district.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 4.3 [CCR] – 15 Points: From FY23 to FY26, the aggregate percentage of students in grades 7-11 who meet their fall to spring, fall to fall, or spring to spring NWEA RIT expected growth target will be at least 65%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is at least 75.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 65.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 55.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	**Points Earned**	**% Earned**
18	**0**	**0.0%**

Indicator 5: Reading Proficiency — 12 Points

School Goal: Over the period of the contract, Technical Academies of Minnesota (TAM) students will demonstrate proficiency in reading as measured by state assessments.			
Performance Ratings	**Measure 5.1 [CCR] – 3 Points: From FY23 to FY26, the aggregate percentage of students with an attendance rate of 80% or higher for the year who are proficient (meets and exceeds) on the MCA reading assessment will be at least 55%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 65%.		
Meets Target (x1.0)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 5.2 [CCR] – 3 Points: From FY23 to FY26, the aggregate percentage of students with an attendance rate of 51%-79% for the year who are approaching target (partially meets) or proficient (meets and exceeds) on the MCA reading assessment will be at least 55%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 65%.		
Meets Target (x1.0)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 5.3 [CCR] – 2 Points: From FY23 to FY26, the school's aggregate proficiency index score on the MCA reading assessment for students in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 10).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		

Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 5.4 [AGC] – 2 Points: From FY23 to FY26, the school's aggregate proficiency index score on the MCA reading assessment for students in the Free/Reduced Priced Lunch group in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 10).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 5.5 [AGC] – 2 Points: From FY23 to FY26, the school's aggregate proficiency index score on the MCA reading assessment for students in the Special Education group in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 10).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	**Points Earned**	**% Earned**
12	**0**	**0.0%**

Indicator 6: Math Proficiency

12 Points

School Goal: Over the period of the contract, Technical Academies of Minnesota (TAM) students will demonstrate proficiency in math as measured by state assessments.			
Performance Ratings	**Measure 6.1 [CCR] – 3 Points: From FY23 to FY26, the aggregate percentage of students with an attendance rate of 80% or higher for the year who are proficient (meets and exceeds) on the MCA math assessment will be at least 55%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 65%.		
Meets Target (x1.0)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 45%.		

Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 6.2 [CCR] – 3 Points: From FY23 to FY26, the aggregate percentage of students with an attendance rate of 51%-79% or higher for the year who are approaching target or proficient (meets and exceeds) on the MCA assessment will be at least 55%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 65%.		
Meets Target (x1.0)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 6.3 [CCR] – 2 Points: From FY23 to FY25, the school's aggregate proficiency index score on MCA math assessment for students in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 11).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 6.4 [AGC] – 2 Points: From FY23 to FY26, the school's aggregate proficiency index score on the MCA math assessment for students in the Free/Reduced Priced Lunch group in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 11).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 6.5 [AGC] – 2 Points: From FY23 to FY26, the school's aggregate proficiency index score on the MCA math assessment for students in the Special Education group in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 11).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
12	0	0.0%

Indicator 7: Science Proficiency — 9 Points

School Goal: Over the period of the contract, Technical Academies of Minnesota (TAM) students will demonstrate proficiency in science as measured by state assessments and growth in science as measured by nationally normed assessments.			
Performance Ratings	**Measure 7.1 [CCR] – 3 Points: From FY23 to FY26, the aggregate percentage of students (grades 8, HS) with an attendance rate of 80% or higher for the year who are proficient (meets and exceeds) on the MCA science assessment will be at least 55%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA science assessment is at least 65%.		
Meets Target (x1.0)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 7.2 [CCR] – 3 Points: From FY23 to FY26, the aggregate percentage of students (grades 8, HS) with an attendance rate of 51%-79% or higher for the year who are approaching target or proficient (meets and exceeds) on the MCA science assessment will be at least 55%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 65%.		
Meets Target (x1.0)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 7.3 [CCR] – 1 Point: From FY23 to FY26, the school's aggregate proficiency index score on MCA science assessment for students in grades 8 and HS will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (8, HS).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 7.4 [AGC] – 1 Point: From FY23 to FY26, the school's aggregate proficiency index score on the MCA science assessment for students (grades 8, HS) in the Free/Reduced Priced Lunch group in grades 6-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (grades 8, HS).**		**Result:**

Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 7.5 [AGC] – 1 Point: From FY23 to FY26, the school's aggregate proficiency index score on the MCA math assessment for students (grades 8, HS) in the Special Education group in grades 8 and HS will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (grades 8, HS).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
9	0	0.0%

Indicator 8: Proficiency in Other Curricular Areas — 0 Points

School Goal: Over the period of the contract, students enrolled at Technical Academies of Minnesota (TAM) will demonstrate proficiency in other curricular areas.

Points Possible	Points Earned	% Earned
0	0	0.0%

Indicator 9: Post-Secondary Readiness — 12 Points

School Goal: Over the period of the contract, students at Technical Academies of Minnesota (TAM) will demonstrate readiness for post-secondary success.			
Performance Ratings	**Measure 9.1 [GRAD] – 3 Points: From FY23 to FY26, the aggregate 4-year graduation rate will be at least 75.0%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate 4-year graduation rate is at least 85.0%.		
Meets Target (x1.0)	The aggregate 4-year graduation rate is at least 75.0%.		
Approaches Target (x0.5)	The aggregate 4-year graduation rate is at least 65.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 9.2 [GRAD] – 4 Points: From FY23 to FY26, the aggregate 7-year graduation rate will be at least 80.0%.		Result:
Exceeds Target (x 1.5)	The aggregate 4-year graduation rate is at least 90.0%.		
Meets Target (x1.0)	The aggregate 4-year graduation rate is at least 80.0%.		
Approaches Target (x0.5)	The aggregate 4-year graduation rate is at least 70.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.3 [GRAD] – 4 Points: From FY23 to FY26, the school's aggregate 7-year graduation rate will be equal to or greater than that of the aggregate of alternative schools in Minnesota.		Result:
Exceeds Target (x 1.5)	The school's aggregate graduation rate is at least 10.0 percentage points above the aggregate of alternative schools in Minnesota.		
Meets Target (x1.0)	The school's aggregate graduation rate is equal to or greater than that that of the aggregate of alternative schools in		
Approaches Target (x0.5)	The school's aggregate graduation rate is within 10.0 percentage points of the aggregate of alternative schools in		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.4 [CCR] – 4 Points: From FY23 to FY26, the aggregate percentage of graduates who demonstrate career and/or college readiness by completing their Senior Project and a Graduation Checklist will be at least 90%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 95%.		
Meets Target (x1.0)	The aggregate percentage is at least 90%.		
Approaches Target (x0.5)	The aggregate percentage is at least 85%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.5 [CCR] – 4 Points: From FY23 to FY26, the aggregate percentage of students who have been continually enrolled since their 10th grade year at TAM will meet at least 1 of the following will be 75%: a. complete one year or more of post-secondary credits at an accredited college or technical school, b. completion of an internship or work experience program as determined by a licensed work experience coordinator and resulting in work readiness, or c. completion of a vocational certification.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 85%.		
Meets Target (x1.0)	The aggregate percentage is at least 75%.		
Approaches Target (x0.5)	The aggregate percentage is at least 65%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
12	0	0.0%

Indicator 10: Attendance

6 Points

School Goal: Over the period of the contract, Technical Academies of Minnesota (TAM) students will attend the school at high rates.			
Performance Ratings	Measure 10.1 – 6 Points: From FY23 to FY26, the average of the school's annual consistent attendance rates is equal to or greater than that of the aggregate of alternative schools in the state.		Result:
Exceeds Target (x 1.5)	The average of the school's consistent attendance rates is 5 percentage points greater than that of the state.		
Meets Target (x1.0)	The average of the school's consistent attendance rates is equal to or greater than that of the state.		

Approaches Target (x0.5)	The average of the school's consistent attendance rates is within 5 percentage points of the state.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
6	0	0.0%

Technical Academies of Minnesota

Adopted: 6/23/13
Revised: 12/12/15, 5/22/18, 8/25/2020, 2/22/2022, 4/26/2022, 1/9/2024, 5/28/24

509 ENROLLMENT AND LOTTERY POLICY

A. PURPOSE

The purpose of this policy is to set program capacity and emphasize the importance of having an admissions deadline of March 15th each year for current students and new applicants.

B. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to allow the District to function and provide a quality learning environment for students. Parents/guardians must submit an application to the school by March 15th to have their student be considered for enrollment in the coming school year. Grade and advisory enrollment caps are established yearly by the Board of Directors. Preference will be given to students already enrolled and to their siblings. If more applications are received than there are spaces available, a lottery will be held. A lottery will occur following the close of the admissions deadline if the number of enrollment applications received exceeds the capacity limit at the school location.

C. LOTTERY PROCESS

A. General

When the number of applications exceeds the number of openings in a particular grade or program, a lottery will be conducted to determine those students who will be admitted or put on the waiting list. The steps outlined below will be followed to ensure this procedure is equitable to all applicants. A completed application is required in order to be included in the annual lottery and/or be placed on the waiting list. The lottery is open to observation by the public and will be posted on the school calendar.

B. Enrollment Eligibility

To be eligible for enrollment as a 7th grader, a student must have successfully completed the 6th grade. To be eligible for 8th grade, a student must have successfully completed 7th grade. To be eligible for the high school program, students must have successfully completed 8th grade.

C. Enrollment Preferences

1. Siblings and foster siblings will be given first priority (ahead of children of staff) provided there is an opening in the grade to which they are applying. Siblings and foster siblings who submit applications after the lottery will be placed at the top of the waitlist (ahead of children of staff).
2. Prospective students who are children of District staff will receive second enrollment preference provided there is an opening in the grade or program to

which they are applying. If District staff members are hired after the lottery, those District staff members' children will be placed first on the waiting list (behind siblings and foster siblings), in the order in which the parents were hired.

3. Siblings and foster siblings refer to those prospective students who have siblings or foster siblings currently enrolled at a District school in the academic year in which the lottery is being conducted.
4. Any child of a family unit related biologically, by marriage, or adoption to one or both parents.
5. Any child in placement within a foster-care situation with the family of a current student is considered a sibling.
6. If the family of a current District student plans to be a host family to a foreign exchange student, that student will be considered a sibling (see above). NOTE: A student will be considered "enrolled" at the District after completion of the enrollment paperwork.
7. Exceptions will be made for students with statutory protections, such as those who are homeless and/or highly mobile or those in a foster care situation.
8. Enrollment preference will be given to Minnesota resident students over students who do not reside in Minnesota. A student who does not reside in Minnesota is required to annually apply to enroll in accordance with MN Stat. 124E.11.

D. Process to determine the number of students to be accepted

Each year, the District staff will propose and the School Board will determine the number of openings in each grade 7-12 and in each advisory, for the next school year. This number will take into account the need to over-enroll grade levels, depending on the projected number of students who will either not return or who will not accept the enrollment offer. This will be based on past data as well as current trends in enrollment. After the siblings of current students are admitted, if there are still spaces, move on to children of District staff. If there are more siblings than there are openings in a particular grade, then a lottery must be held amongst the siblings. After the siblings are admitted, if there are still spaces, move on to children of staff. If there are more children of staff than there are openings in a particular grade or program, then a lottery must be held amongst the children of District staff. If there are more children of District staff members than there are openings in a particular grade or program, a lottery must be held amongst the children of District staff. For each grade, the number of siblings and children of District staff members in the prospective student pool will be subtracted from the number of total students to be accepted. This is the number of openings that will be filled through the lottery process. The appropriate number of applicants from each grade will then be randomly drawn until the enrollment goals are reached.

E. Lottery Procedure

The lottery will begin by assigning a number to each of the student applications submitted. These numbers will be put into a container. The numbers will be pulled out one at a time until all the open spots are filled and then numbers will continue to be drawn for the waiting list. The District will send "acceptance" letters to all prospective applicants; and send "waiting list" letters to the remaining applicants including enrollment agreements or waiting list forms as appropriate. Families will have two weeks from the email/mailing date to return the enclosed enrollment agreement accepting their

enrollment. Once the process is completed, the results will be printed (and saved as a PDF) and an affidavit certifying compliance with this policy and applicable state law will be signed by the two District staff members conducting the lottery. All other witnesses will be asked to sign a form indicating they witnessed the lottery. A copy of this policy will be attached to the spreadsheets, signed affidavit, and witness form to complete the documentation, which will be filed at the school. Following the lottery, those students who have not been admitted will be placed on the waiting list and will be admitted as space permits. The steps outlined below will be followed to ensure the procedure is equitable to all applicants.

F. Waiting List

1. Underlying Considerations

   The goal of the waiting list is to have a list of students from which to pull to maintain maximum class sizes for the next academic year. All students on the waiting list will know their waiting list number and the updated list will be posted online so students know which number has been enrolled at the District.

2. Waiting List Procedures

   All students will be assigned a waiting list number during the lottery procedures. Letters to those students on the waiting list will be sent at the same time as acceptance letters. The waiting list is maintained by the Office Manager and updated throughout the year as students are enrolled off the list. Families may request to be removed from the waiting list at any point. If a sibling of a currently enrolled student, or the student of a new District staff member, submits an application after the lottery, that student will move to the top of the waiting list (behind any other siblings or District staff children currently on the waiting list). NOTE: The waiting list for each school is intended for the sole purpose of enrollment and distribution of information deemed appropriate by the District to be of interest to those parties. The District will not sell, distribute, or otherwise disseminate waiting list information. The District will not use this list for solicitation purposes other than to gather interest and involvement in those things related to enrollment, expansion, or related interests at the District.

G. Enrollment of New Students After the Lottery

Openings will be filled on a grade-level basis unless the total school enrollment falls below the budgeted number of students.

H. Confirmation of Opening

The Office Manager will notify families when a position is open once the school receives confirmation that a family is turning down an enrollment offer, receives a withdrawal form, or confirmed enrollment from another school.

I. Contact Next on the Waiting List

As space becomes available, the Office Manager will contact via phone and email the first student next on that grade's waitlist. Once a parent has been contacted, they must respond within 72 hours in order to accept the position or the Office Manager may offer the position to the next student on the list.

J. Accepting a Position Mid-Year

When accepting a position mid-year, the following must be discussed with the parent: The student's start date (not to exceed ten school days from the offering date, unless otherwise noted by the school, such as the beginning of a semester), grade level, transportation needs, and siblings who may be on the waiting list, or want to be added to it. Once the decision has been made to enroll, the parent/guardian(s) must provide the student's birth date and the name of the student's current school so that District staff can enter the student into the student information system and request student records. Families accepting a position mid-year will be asked to complete an enrollment form to provide the school with all required information.

K. Student Withdrawal

Once admitted to the school all students will be continuously enrolled until they formally withdraw from the school or are expelled under the Pupil Fair Dismissal Act (MN §121A.40 to 121A.56). When a student withdraws from the District, a Withdrawal Form should be completed and returned by a parent to the Office Manager.

L. Enrollment Documentation

Before students begin at the District, parents/guardians will complete an enrollment packet. If transfer records from a previous district do not have a verified birth date, parents/guardians will also provide proof of the student's age in the form of a passport, state ID, or birth certificate upon enrollment. As required by Federal and State Civil Rights laws, students/families will be asked to self-identify a student's race/ethnicity. If a family refuses, the District staff who enroll students may assign the race/ethnicity based on sight.

M. Non-Discrimination

It is the policy of the School Board to comply with federal and state laws prohibiting discrimination to the end that no person protected by such law shall, on the grounds of race, color, nationality, ethnic origin, religion, gender, marital status, sexual orientation, status with regard to public assistance, age, or disability (hereinafter "protected class status") be excluded from participation in, be denied of, or be otherwise subjected to discrimination under any educational program, in employment, or recruitment, consideration, or selection, whether full time or part-time under any educational program, employment or activity operated by the District.

N. Shared Time Enrollment

The District will not share enrollment with homeschool programs that reduce the time spent at the District. This policy, however, does not preclude eligible students from participating in Post Secondary Enrollment Opportunities.

CHARTER SCHOOL CONTRACT

Between

Osprey Wilds Environmental Learning Center

and

Technical Academies of Minnesota – District #4217

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

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

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

WHEREAS, the parties are authorized under Minnesota law to contract for the operation and oversight of a charter school, pursuant to Department of Education approval of Osprey Wilds Environmental Learning Center's affidavit of intent to charter the School, dated March 31, 2022, a copy of which is attached as Exhibit A; and

WHEREAS, the School and its previous authorizer have mutually agreed to not renew the contract of the School beyond June 30, 2022; and

WHEREAS, Osprey Wilds Environmental Learning Center has conducted the performance evaluation of the School (see Exhibit O), considered the Change in Authorizer application 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 Technical Academies of Minnesota located at 1705 16th Street NE, Willmar, MN 56201 (DREAM Technical Academy) and 315 South Grove Avenue, Owatonna, MN 55060 (CHOICE Technical Academy) and up to two additional sites 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. Performance Improvement Plan

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 50l(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 7-12 with a maximum total enrollment of 200 students at its two current sites. Pending completion of Osprey Wilds Environmental Learning Center's expansion ready-to-open requirements, the school may serve up to 400 students across four sites in total no earlier than the 2023-2024 school year and only after Exhibit D and Exhibit G of the contract have been amended to include additional sites.

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

Section 6.13. Contributions and Fund Raising. The School may solicit and receive contributions and donations as permitted by law. The school shall have an approved policy regarding the acceptance and administration of such gifts. No solicitation shall indicate that a contribution to the School is for the benefit of 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, 2022, and shall remain in full force and effect for three (3) academic years through the end of the 2024-2025 school year, and shall terminate on June 30, 2025, 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:

Technical Academies of Minnesota
Attn: Board Chair
1705 16th Street NE
Willmar, MN 56201

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, 2022

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: Austin Linbo
Austin Linbo
Its: Interim Board Chair

Minnesota Department of Education
400 NE Stinson Boulevard
Minneapolis, MN 55413

March 31, 2022

Erin Anderson
Director of Charter School Authorizing
Osprey Wilds Environmental Learning Center
1730 New Brighton Boulevard
Suite 104, PMB 196
Minneapolis, MN 55413

Dear Ms. Anderson,

Thank you for submitting a revised change in authorizer (CIA) request for Technical Academies of Minnesota (TAM) on March 29, 2022. Congratulations – the revised CIA request is approved!

The CIA request from Osprey Wilds Environmental Learning Center (OWELC) for TAM is aligned with statutory requirements and the terms and conditions set forth in OWELC's commissioner-approved authorizing plan. A review rubric is attached.

With this approval, OWELC now has the authority to charter TAM on July 1, 2022. OWELC must submit a fully executed charter contract to MDE's Charter Center in accordance with Charter Contract Guidance found on the Authorizer Resources page of MDE's website: https://education.mn.gov/MDE/dse/chart/aures/. Please submit the final executed charter contract, including all attachments, to mde.charterschools@state.mn.us.

Please note that the fully executed contract must comply with all aspects of Minnesota Statutes, section 124E.10, subdivisions 1(a-b), 3(b) and 5, including the following:

- The charter contract must be finalized and executed no later than July 1, 2022; and,
- OWELC must submit to MDE a complete copy of the signed charter contract within ten business days of its execution.

Additionally, the school's admissions policy must be clarified to ensure consistency with statutory requirements as indicated in the attached review rubric. This will be confirmed by MDE when OWELC submits its final charter contract with TAM under Minnesota Statutes, section 124E.10, subdivision 1(a).

We wish you success and hope this change in authorizers will provide opportunity for increased student achievement and improved student success.

Please contact Karen Calcaterra, Charter Center Specialist, at karen.calcaterra@state.mn.us or (651) 582-8573 with any questions regarding OWELC's CIA request.

Sincerely,



Daron Korte, J.D.
Assistant Commissioner

CC: Laurie Schroeder, Executive Director, Innovative Quality Schools
Garret Bitker, Board Chair, TAM
Paula Higgins, Charter Center Supervisor, MDE
Karen Calcaterra, Charter Center Specialist, MDE
Mike Schultz, Charter Center Specialist, MDE

Encl.: 22.03-31 OWELC-TAM CIA Request Review Rubric - Final

Equal Opportunity Employer

Office of the Minnesota Secretary of State
Certificate of Incorporation

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name:	Technical Academies of Minnesota
File Number:	629668900022
Minnesota Statutes, Chapter:	317A
This certificate has been issued on:	11/29/2012



Mark Ritchie

Mark Ritchie
Secretary of State
State of Minnesota

TECHNICAL ACADEMIES OF MINNESOTA BYLAWS

ARTICLE I
Purpose

Technical Academies of Minnesota, a Minnesota nonprofit corporation, referred to herein as "School" or the "Corporation," has as its purpose education within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including but not limited to, the establishment of a charter school under the laws of the State of Minnesota.

ARTICLE II
Offices

Section 1. District Office
The Corporation may have such office, within the State of Minnesota, as designated by resolution of the Board of Directors, as the affairs of the Corporation may require.

Section 2. Registered Office and Registered Agent
The Corporation shall maintain a registered office and registered agent in the State of Minnesota. The registered office may, but need not be, the same as any of its places of business. The identity and address of the registered agent may be changed from time to time by notifying the Minnesota Department of Financial Institutions.

ARTICLE III
Board of Directors

Section 1. General Powers
The affairs of the Corporation shall be managed by its Board of Directors and exercise its powers, subject to the limitations of Minnesota Statute Chapter 317A and Section 124E (or successor statutes), the Articles of Incorporation, these Bylaws, and by any other controlling law. The Board may exercise all the powers of the Corporation and perform all acts which are not prohibited by law, by the Articles, or by these Bylaws, all as may be amended, including but not limited to the following specific powers:

A. To select and remove officers, agents, and employees of the Corporation; to prescribe powers and duties for them, and fix their compensation;
B. To manage and oversee the affairs and activities of the Corporation, and to make rules and regulations;
C. To enter into contracts, leases, and other agreements which are, in the judgment of the Board of Directors, necessary or desirable in obtaining the purposes of promoting the interests of the Corporation;
D. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of such property;
E. To borrow money, incur debt, and execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidence of debt and securities;

F. To indemnify and maintain insurance on behalf of any of its Board of Directors, officers, employees, or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of Minnesota Statute Chapter 317A (or successor statute) and the limitations noted in these Bylaws; and
G. To remove Board members.

Section 2. Number and Qualifications of Board Members

A. The number of Board members shall be as determined by the Board of Directors from time to time but in no event less than five (5) and no more than twelve (12), excluding *ex officio* non-voting members, if any, as determined by the Board from time to time. Board members shall serve for the term provided in Section 3 of this Article. The Board members will consist of at least one parent from each site, one teacher from each site, and one community member. No amendment of this section shall reduce the number of Board members to less than the number required, which at the time of adoption of these bylaws is five (5). Board members must be residents of the State of Minnesota.
B. The following may, at their option, sit as non-voting advisors *ex officio* to the Board of Directors:
    a. The chief financial officer and the chief administrator
    b. A parent or community representative of the Corporation's Parent-Teacher Organization, fundraising foundation, or other similar ancillary organization, if any.
C. The Board structure shall have no clear majority. The Board may change its governance structure only:
    a. 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
    b. with the authorizer's approval.

Section 3. Election and Term

A. Election of Board of Directors. The Board of Directors shall be elected each year at the annual meeting. Notice of the annual meeting shall be provided to all eligible voters as described in Article IV, Section 6C, below.
    a. Initial notification for candidacy will be published sixty (60) days prior to the election.
    b. The biographies, including statements for qualification, for each candidate, will be posted on the Corporation's website and social media thirty (30) days prior to the election.
    c. An open election will take place at each school site.
    d. The Corporation's community members including staff members employed by the Corporation at the time of the election, parents or legal guardians of students enrolled at the Corporation at the time of the election, and existing Board members, are eligible to vote once in person or by proxy.
    e. A request for an absentee ballot should be submitted to info@technicalacademies.org

B. Terms of Office. Board members shall hold office from the close of the annual meeting for a term of two (2) years, or until their successors have been elected and qualified. There shall be no limit to the number of terms a Board member may serve. The Board Recorder shall maintain a schedule of the classes and terms of office for all seats on the Board of Directors.
    a. A parent or legal guardian may serve as a Board member only so long as the parent or legal guardian has a child enrolled at the Corporation. If a parent or legal guardian unenrolls their child during their term of office, is hired by the Corporation as an employee, or begins teaching at the Corporation pursuant to an agreement with the Corporation, their position as a Board member will cease immediately. The Board of Directors shall note the removal of such Board member from office at the next regular meeting of the Board of Directors.
    b. A teacher employed by the Corporation, or who provides instruction at the Corporation pursuant to an agreement with the Corporation, may serve as a Board member only so long as they are an employee of the Corporation. If an employee of the Corporation also has a child who is a student of the Corporation, such employee is eligible to hold a teacher Board member position but ineligible to hold a parent Board member position. If a teacher ceases being employed by the Corporation or ceases teaching in the Corporation's term of office, their position as a Board member will cease immediately. The Board of Directors shall note the removal of such Board member from office at the next regular meeting of the Board of Directors.
    c. A Board member appointed to fill a vacancy shall hold office until the expiration of the term of the vacated office.

Section 4. Resignation
A Board member may resign at any time, effective immediately or at a specified later date, by filing a written resignation to the Board Chair or Board Recorder of the Corporation. The resignation will be noted in the minutes at the next board meeting immediately following the resignation.

Section 5. Removal
A Board member may be removed from office with or without cause as provided by Minnesota. Statute Chapter 317A (or successor statute) by an affirmative vote of a majority of the other Board members of this Corporation, excluding the Board member proposed for removal, either at a regular meeting or at any special meeting called for that purpose. If a Board member misses four (4) or more consecutive board meetings, or half of all meetings within one (1) year, the Board member will be considered removed.

Section 6. Vacancies
A Board vacancy shall exist if any Board member becomes ineligible (i.e. due to withdrawal of a student or cessation of employment), dies, resigns, or is removed. In the event a vacancy occurs in the Board of Directors from any cause, including an increase in the numbers, an interim Board member shall be appointed by an affirmative vote of a majority by the Board of Directors of this Corporation. An interim Board member shall serve until a successor is elected upon expiration of the term of office for that Board member.

Section 7. Compensation
Board members of the Corporation shall not receive compensation for serving as Board members but may receive reasonable reimbursement for other personal services which are necessary to carry out the exempt purpose of the Corporation. In addition, Board members may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Directors.

Section 8. Conflict of Interest

A. All Board members are expected to comply with Minnesota Statute Sections 124E.07 and 124E.14 (or successor statutes) governing conflicts of interest. Each Board member shall disclose to the Board of Directors any duality of interest or possible conflict of interest whenever the duality or conflict pertains to a matter being considered by the Board of Directors. The Board shall not enter into any contract or transaction for which a conflict of interest exists.
B. Any Board member having a duality of interest or conflict of interest on any matter shall abstain from voting on the matter and shall not be counted in determining the quorum for the vote on the matter. In addition, they shall not use their personal influence on the matter, but may briefly state their position on the matter and may answer pertinent questions from other Board members since their knowledge may be of great assistance.
    a. The minutes of the Board meeting involving any such situation shall reflect that a disclosure was made, the abstention from voting, and the quorum situation.
    b. If a Board member is uncertain as to whether they have a duality or conflict of interest which requires abstention, or if a Board member asserts that another Board member has such a duality or conflict, the Board of Directors, by a majority vote of present other than the member having the possible conflict, shall decide whether abstention is required. If abstention is required, the affected Board member shall abstain from voting on the matter.
    c. Each Board member must complete a conflict of interest statement for review by the Board's Chair within 30 days of their election, and shall annually complete such a statement on the anniversary of their election or on such an annual date that the Board of Directors may select.

Section 9. Parliamentary Authority.
The Board of Directors will generally follow Robert's Rules of Order Newly Revised, or similar framework, in the conduct of its meetings.

ARTICLE IV
Meetings of the Board of Directors

Section 1. Open Meetings.
Meetings of the Board of Directors and all Standing and Ad Hoc Committees shall comply with the Minnesota Open Meeting Law, Minnesota Statute Section 13D (or successor statute).

Section 2. Annual Meetings
The Board of Directors shall be elected each year at the annual meeting. In accordance with MN §124E.07 Subd. 2, board elections will be held during the school year but will not be conducted

on days when the school is closed. Notice of the annual meeting shall be provided to all eligible voters as described in Article IV, Section 6C, below.

Section 3. Regular Meetings

Regular meetings of the Board of Directors shall be held monthly. Dates will be published on the Corporation's website. Board of Director meetings may be canceled, with reasonable cause, with notice by email to Board members and by posting the notice of cancellation on the Corporation's website. The Board of Directors will decide at the annual meeting each year the day and time that each regular meeting will be held throughout the year. At any Board meeting, the Board of Directors may vote on a change to the regular meeting time.

Section 4. Special Meetings

Special meetings of the Board of Directors may be called at any time and place for any purpose by the Board Chair. The Board Chair shall call a special meeting of the Board of Directors upon the written request of at least one-half (½) of the Board members. Special meetings will be compliant with open meeting law and must be advertised at least seventy-two (72) hours in advance.

Section 5. Meeting by Interactive Technology

A Board meeting may be conducted by interactive technology so long as:

(1) all members of the body participating in the meeting, wherever their physical location, can hear and see one another and can hear and see all discussion and testimony presented at any location at which at least one member is present;

(2) members of the public present at the regular meeting location of the body can hear and see all discussions and testimony and all votes of members of the body;

(3) at least one member of the body is physically present at the regular meeting location;

(4) all votes are conducted by roll call so each member's vote on each issue can be identified and recorded; and

(5) each location at which a member of the body is present is open and accessible to the public.

A meeting satisfies the requirements above, although a member of the public body participates from a location that is not open or accessible to the public, if the member has not participated more than three times in a calendar year from a location that is not open or accessible to the public, and:

(1) the member is serving in the military and is at a required drill, deployed, or on active duty; or

(2) the member has been advised by a health care professional against being in a public place for personal or family medical reasons. This clause only applies when a state of emergency has been declared under section 12.31, and expires 60 days after the removal of the state of emergency.

A. If interactive technology is used to conduct a regular, special, or emergency meeting, the public body shall provide notice of the regular meeting location and notice of any location where a member of the public body will be participating in the meeting by interactive technology.
B. Each member of a body participating in a meeting by interactive technology is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.

Section 6. Notice and Waiver of Notice

A. Notice of meetings of the Board of Directors shall be given as follows:
    a. Regular Meetings. A schedule and the location of regular meetings of the Board of Directors shall be provided to each Board member, shall be posted on the School website, and shall be kept on file at the Corporation's office. If the Board of Directors holds a regular meeting at a time or place different from the time and place stated in its schedule of regular meetings, the same notice shall be given as if the meeting were a special meeting pursuant to paragraph "b" below.
    b. Special Meetings. Written notice of the date, time, place, and purpose of a special meeting shall be shared with each Board member, posted on the website, and emailed or otherwise delivered to each person who has filed a written request of notice of special meetings with the Board Recorder. This notice shall be posted and mailed or delivered at least three (3) days before the day on which the meeting is to be held, or such other period specified by applicable law if the special meeting is being called by a Board member in accordance with Minnesota Statute Section 317A.231 (or successor statute.)
    c. Annual Meeting. In addition to the schedule required by paragraph, "a" above, written notice of the date, time, place, and purpose of the annual meeting shall be delivered to each eligible voter, as defined in Article III, Section 3B, and posted on the website of the Corporation at least thirty (30) days (or another period if by applicable law) in advance of the annual meeting. The Board of Directors shall determine the method of delivering such notice from time to time.
    d. Other Methods. Notice to Board of Directors shall be sent personally by facsimile communication, sent by electronic mail, and posted on an electronic network. Whenever written notice to the Board of Directors provides less than five (5) days prior to written notice of the meeting, excluding the date of the meeting, reasonable effort shall be made to notify the Board of Directors by telephone, text, or other electronic means, of the meeting at the time of giving written notice, but the failure to contact any Board of Director by such means shall not affect the validity of the meeting or any action taken at such meeting. The Corporation may provide such other notices of meetings to parents or legal guardians of students enrolled at the Corporation, employees of the Corporation, and other members of the public, as the Board Recorder or the Board of Directors may from time to time determine.

B. Actual Notice. If a person receives actual notice of a meeting of the Board of Directors at least twenty-four (24) hours before the meeting, all notice requirements of this Article are satisfied with respect to that person, regardless of the method of receipt of the notice.

C. Waiver of Notice. Whenever any notice whatsoever is required to be given under the provisions of the Articles of Incorporation or Bylaws of the corporation, a waiver thereof in writing, signed at the time by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of the Board member at a meeting shall constitute a waiver of notice of such meeting, except where a Board member attends the meeting for the express purpose of objecting to the transaction of any business the meeting is not lawfully called or convened.

Section 7. Agendas for Meetings.
The Board Chair shall set the agendas for regular meetings of the Board of Directors. Any Board member, the parent or legal guardian of a student enrolled in the Corporation, employee of the Corporation, or a student enrolled in the Corporation may request that an item be placed on the agenda of the next regular Board of Directors meeting by contacting the Board Chair or Vice-Chair in writing, by phone, or via email with such request not less than five (5) days prior to the scheduled meeting, provided that the Board Chair will not be required to place any item on the agenda that was not requested by another Board member. The person calling a special meeting may prepare an agenda, provided, however, that the notice of a special meeting is not required to state the agenda, and any business of the Corporation within the scope of the purpose of such special meeting stated in the notice of such special meeting may be discussed or conducted at a special meeting.

Section 8. Public Comment at Meetings.
The Board of Directors may elect to reserve a reasonable time at any regular meeting for comments and requests for business to be brought before the Board of Directors by parents or legal guardians of students enrolled in the Corporation, employees of the Corporation, students enrolled in the Corporation, and interested community members. The Board Chair may reasonably limit individual speaking times. The Board of Directors may, but is not required to, reserve time for public comment at a special meeting.

Section 9. Closed Meetings.
The Board of Directors may close a meeting pursuant to MN 13D.05 (or successor statute). A meeting can be closed to evaluate the performance of an individual who is subject to its authority, including but not limited to employees of the Corporation, or as otherwise permitted by law or the attorney-client privilege. If a Board meeting is closed to evaluate the performance of an individual, prior to closing the Board meeting, the Board Chair shall identify the individual to be evaluated and at the next open meeting, the Board Chair shall summarize the Board of Director's conclusions regarding the evaluation; provided, however, that the meeting must be open at the request of the individual who is the subject of the meeting. The Board of Directors shall close a meeting as expressly required by law or to discuss information that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults, active investigation data as defined in Minnesota Statute Section 13.82 (or successor statute), or educational data that is not public under Minnesota Statute Section 13.32 (or successor statute). The Board of Directors shall also close a meeting for preliminary consideration of allegations or charges against an individual subject to its authority; provided, however, that if the Board of Directors determines discipline may be warranted as a result of such allegations or charges, further meetings related to such allegations or charges shall

be open at the request of the person who is the subject of such allegations or charges. Before closing a meeting, the Board of Directors shall state on the record the specific grounds permitting the meeting to be closed and describe the subject to be discussed.

Section 10. Minutes.
The minutes of meetings of the Board of Directors shall record all votes taken at the meeting. The minutes shall record the vote of each Board member on appropriations of money, except for payment of judgments and amounts fixed by statute. After the minutes have been reviewed and approved by the Board of Directors, minutes of the Board meetings shall be open to the public during all normal business hours where records of the Corporation are kept and will be posted on the Corporation's website for at least 365 days from the date of publication.

Section 11. Public Copies of Board of Directors' Materials.
Unless a meeting is closed pursuant to Section 9 in this Article, at least one copy of any printed materials relating to the agenda items of the meeting prepared or distributed by or at the direction of the Board of Directors or its employees and distributed at, before or available during the meeting to all Board members shall be available in the meeting room for inspection by the public while the Board of Directors considers their subject matter. This section does not apply to materials classified by law as other than public, or to materials relating to the agenda items of a closed meeting.

ARTICLE V
Action by the Board of Directors

Section 1. Quorum
A majority of the number of Board members then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is presented at a meeting, a majority of the Board members present may adjourn the meeting from time to time without further notice.

Section 2. Action by the Board of Directors.
The actions done and decisions made by a majority vote of the Board of Directors present and entitled to vote at a meeting duly held at which a quorum is present are the actions and decisions of the Board of Directors unless a greater or lesser vote is required for the specific action as set forth in these Bylaws or the Articles of Incorporation. The Board of Directors may continue to transact business at a meeting at which a quorum was originally present, even though Board members withdraw or are removed, provided that any action taken is approved by a majority of the then-remaining Board members. Each Board member shall have the power to exercise one (1) vote on all matters to be decided by resolution of the Board of Directors. Voting by proxy shall not be allowed.

Section 3. Presumption of Assent
A Board member of the Corporation who is present at a meeting of the Board of Directors or a committee thereof, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such Board member dissent shall be entered in the minutes of the Board meeting; such Board member shall file a written dissent to such action with the person

acting as the Board Recorder of the meeting before the adjournment thereof: or shall forward such dissent by registered mail to the Board Recorder of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board member who voted in favor of such action.

ARTICLE VI
Committees and Purpose

Section 1. Committees

A. Executive and Other Committees. The Board of Directors by resolution may create an executive committee or one or more other committees, each consisting of two or more members designated by the Board of Directors, having such powers and duties, hereof or any existing delegation of powers to a committee of members, as may be provided in the resolution creating such committee as initially adopted or as thereafter supplemented or amended by a further resolution adopted by a similar vote. The Board of Directors may also designate persons who are not Board members to serve as members of any such committee with the exception of the Executive Committee. Ad Hoc Committees. The Board of Directors may, at its discretion, create Ad Hoc committees to address specific subjects of concern to the Board. The resolution creating a committee shall specify the purpose, duration, powers, and responsibilities of the committee. The Board of Directors shall appoint a chair, who may, but need not be a Board member. The Board of Directors may remove an Ad Hoc committee chair at its discretion.

B. Advisory Committees. The Board of Directors may, at its discretion, create Advisory Committees to keep the Board of Directors informed and to make recommendations on an ongoing basis in any area of the operation and management of the Corporation that it deems desirable. The resolution creating the committee shall specify the purpose, duration, powers, and responsibilities of the committee. The Board of Directors shall appoint a chair, who may, but need not be a Board member. The Board of Directors may remove an Advisory Committee Chair at its discretion.

C. Committee Membership. Committee chairs shall be elected and removed in the same manner as officers of the Corporation. Except as otherwise specified in these Bylaws, the chair of any Standing, Ad Hoc, or Advisory Committee of the Board of Directors may determine the membership of such committee with the advice and consent of the Board of Directors. Each committee chair shall maintain a record of the voting members of the committee and shall submit such records to the Board Recorder of the Corporation.

D. Action by Committees. Unless otherwise stated in the resolutions creating it, or in these Bylaws, committee actions shall be taken only upon the affirmative vote of a majority of the members of the committee. Failure of a committee to reach an agreement upon any issue before it shall require referral of such issue to the entire Board of Directors. Committee actions are recommendations until approved by the full Board of Directors.

E. Committee Meetings. The activities of all committees of the Corporation shall be conducted in such a manner as will advance the best interests of the Corporation. Except as specifically set forth herein, the provisions of these Bylaws shall apply to committees and members thereof to the same extent they apply to the Board of Directors. Each committee shall meet at such times and places as agreed by all the members of the committee, or otherwise as provided by its rules or by resolution of the Board of

Directors. Notice of committee meeting shall be given to each committee member a reasonable time in advance of such meeting, except that (a) if the time, date, and location of the committee meeting were announced at a previous meeting, no notice is required, and (b) if all committee members attend the meeting, notice is deemed to have been waived by all members. The calendar of committee meetings will be posted on the Corporation's website. The meetings of all committees shall be open to attendance and participation by all Board of Directors, but only members of the committee may vote. Committee chairs shall submit minutes of all committee meetings to the Board Secretary of the Corporation.

F. Quorum. A quorum for any committee meeting shall be a majority of the voting members of the committee of record.

G. Control by the Board of Directors. Each committee shall be under the direction and control of the Board of Directors and shall keep regular minutes of their proceedings, and all actions of each committee shall be reported to the Board of Directors and shall not be effective until approved by the Board of Directors, subject to revision and alteration by the Board of Directors.

ARTICLE VII
Officers

Section 1. Number of Officers

The corporation's principal officers shall be a Board Chair, Vice-Chair, Recorder, and Treasurer, each of whom shall be elected by the Board of Directors. The same individual may simultaneously hold more than one office. Officers must be members of the Board of Directors.

Section 2. Election and Term of Office

The officers of the Corporation shall be elected by the Board of Directors at its annual meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Board officer shall hold office from the close of the annual meeting for a term of one (1) year, or until their successors have been elected and qualified or until a qualified successor is elected upon expiration of the term of that officer, or until that officer's death, or until that officer shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. The Board Chair

The Board Chair shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general oversee, supervise, and control all of the business and affairs of the Corporation. The Board Chair shall, when present, preside at all meetings of the Board of Directors or arrange for another officer to preside in the following order: Vice Board Chair, Board Recorder, Board Treasurer. The Board Chair shall have authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the Corporation as they deem necessary, to prescribe their powers, duties, and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the Board Chair. In general, the Board Chair shall perform all duties incident to that office, and such other duties as may be prescribed by the Minnesota Statute Section 317A.305. Subd. 2 (or successor statute) and as the Board of Directors may from time to time prescribe.

Section 6. The Vice Board Chair
In the absence of the Board Chair, or in the event of the Board Chair's death, termination from office, or inability or refusal to act, the Vice Board Chair shall perform the duties of the Board Chair, and when so acting shall have all the powers of and be subject to all the restrictions upon the Board Chair. Any Vice Board Chair shall perform such other duties as from time to time may be assigned by the Board Chair or by the Board of Directors. Vice-Board Chair may by their election have charge and supervision of designated portions of the Corporation's affairs.

Section 7. The Recorder
The Board Recorder shall (a) keep the minutes of the Board of Directors' meetings electronically provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of Bylaws or as required by law; (c) be the custodian of the Corporation records, and (d) in general perform all duties incidents to the office of Board Recorder and such other duties as from time to time may be assigned by the Board Chair or the Board of Directors.

Section 8. The Treasurer
The Board Treasurer shall: (a) have the oversight responsibility for all funds and securities of the Corporation, and for money due and payable to the Corporation from any source whatsoever, including the deposit of such money in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; (b) disperse funds of the Corporation as ordered by the Board of Directors; (c) work in cooperation with contracted agency hired for the purpose of financial management; and (d) in general perform all of the duties to the office of Board Treasurer and such other duties as from time to time may be assigned by the Board Chair or by the Board of Directors.

Section 9. Other Assistants and Acting Officers. The Board of Directors shall have the power to appoint any person to act as an assistant to any officer or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or the acting officer so appointed by the Board of Directors shall have the power to perform all the duties of the office to which such a person is so appointed, or as to which such person is so appointed to act, except as such power may otherwise be defined or restricted by the Board of Directors.

Section 10. Additional Officers. Any additional officer not specified above shall have only such authority, duties, and responsibilities as shall be specifically authorized and designated by the Board of Directors.

Section 11. Compensation. Officers of the Corporation shall not receive compensation for serving as officers but may receive reasonable reimbursement for other personal services rendered which are necessary to carry out the exempt purposes of the Corporation. In addition, officers may receive reimbursement for reasonable expenses incurred in connection with corporate matters provided that such reimbursement is authorized by the Board of Directors.

Section 12. Election. The Board of Directors shall elect a Board Chair, Vice Board Chair, Board Recorder, and Board Treasurer once a year at the annual meeting or at a special meeting for that purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.

Section 13. Eligibility. An officer shall be a Board member unless this requirement is waived by a vote of a majority of Board members then in office.

Section 14. Term of Office. Terms of office shall be for one (1) year from the date of the election. Any officer may serve consecutive terms as determined by the Board of Directors.

ARTICLE VIII
Responsibilities of Board Members

Section 1. Duty of Care.

A. Performance of Duties. Each Board member shall perform all duties of a Board member, including duties of any Board committee, in good faith, in accordance with the mission of the Corporation, in the manner the Board member believes to be in the Corporation's best interest and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.
B. Reliance on Others. In performing the duties of a Board member, a Board member shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, presented or prepared by:
    a. One or more officers or employees of the Corporation whom the Board member believes to be reliable and competent in the matters presented;
    b. Legal counsel, independent accountants, or other persons as to matters that the Board member believes are within the person's professional or expert competence; and
    c. A Board committee on which the Board member does not serve, as to matters within its designated authority, provided the Board member believes the committee merits confidence and the Board member acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without the knowledge that would cause such reliance to be unwarranted.
C. Investments. In investing and dealing with all assets held by the Corporation for investment, the Board of Directors shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of funds, considering the probable income, as well as the probable safety of the Corporation's capital. The

powers are exercised with the ultimate direction of the Board of Directors. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the Corporation.

D. Rights of Inspection. Every Board member has the right to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state, or local law.

E. Participation in Voting. Every Board member has the right to participate in the discussion and vote on all issues before the Board of Directors, except as provided in a Conflicts of Interest Policy adopted by the Board of Directors

F. Responsibilities of a Board Member.
   a. Uphold the mission of the Corporation;
   b. Come to the meeting well-prepared and informed;
   c. Support the Corporation by attending Corporation events and participating in Corporation activities;
   d. Respect confidentiality;
   e. Understand long-range effects of decisions;
   f. Maintain up-to-date knowledge of activities;
   g. Visit the Corporations to see its impact first-hand;
   h. Act in the best interests of the Corporation as a whole; and
   i. Positively promote the Corporation within the community.

ARTICLE IX
Non-Liability of Board of Directors

The Board of Directors shall not be personally liable for the Corporation's debts, liabilities, or other obligations. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against the Corporation, may look only to the funds and property of the Corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment, or decree, or of any money that may otherwise become due to them from the Corporation.

ARTICLE X
Indemnification

Section 1. Mandatory Indemnification

The Corporation shall indemnify its officers, Board members, committee members, and employees in the manner set forth in Minnesota Statute Section 317A.521 (or successor statute), provided the Corporation has made such determination or determinations if any, as it may reasonably require to establish that the standards set forth in Minnesota Statute Section 317A.521, subdivision. 2, (or successor statute) have been met. Notwithstanding the foregoing, nothing in these Bylaws shall limit the liability of a director of the Corporation under Minn. Stat. 124E.07, Subd. 3(c).

Section 2. Permissive Supplementary Benefits
The Corporation may, but shall not be required to supplement the foregoing right to indemnification against liabilities and advancement of expenses under Section 1 of this Article by (a) the purchase of insurance on behalf of any one or more of such Board members, officers, or employees of the Corporation, whether or not the Corporation would be obligated to indemnify or advancement expenses to such Board members, officers, or employees of the Corporation under Section I of this Article, and (b) entering into individual or group indemnification agreement with any one or more of such Board members, officers or employees of the Corporation.

Section 3. Private Foundations
Notwithstanding the foregoing, whenever the Corporation is a private foundation defined in Internal Revenue Service Section 509(a), it shall not make any indemnification that would give rise to a penalty excise tax under Internal Revenue Service Chapter 42.

ARTICLE XI
Insurance

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Board member, officer, or employee of the Corporation, against any liability asserted against and incurred by such person in their official capacity, or arising out of their status as such, whether or not the Corporation would have the power to indemnify such person against liability under Minnesota Statute Section 317A.521 (or successor statute), the Articles of Incorporation, or these Bylaws.

ARTICLE XII
Financial Matters

A. Fiscal Year. The fiscal year of the corporation shall end on the last day of June each year and begin on the first day of July each year.
B. Execution of Instruments. Except as otherwise provided in these Bylaws, the Board of Directors may adopt a resolution authorizing any officer of the Corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of, the Corporation. Such authority may be general or confined to specific instances. Unless so authorized, no officer or employee shall have any power to bind the Corporation by any contract or engagement, to pledge the Corporation's credit, or to render it liable monetarily for any purposes or any amount.
C. Checks and Notes. Except as otherwise specifically provided by the Board of Directors resolution, checks, drafts, promissory notes, orders of the payment of money, and other evidence of indebtedness of the Corporation may be signed by the Board Chair, Vice-Chair, Recorder or Treasurer, or a designated member of the finance committee at each School.
D. Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may

designate and shall be disbursed under such general rules and regulations as the Board of Directors may from time to time determine.

E. Corporate Seal. The Corporation shall not have a corporate seal.
F. Documents Kept at the Registered Office. The Board of Directors shall cause to be kept at the registered office of the Corporation, and posted on the Corporation's website, originals or copies of:
    a. Records of all proceedings of the Board of Directors and all Board committees;
    b. Records of all votes and actions of the Board of Directors;
    c. All financial statements of the Corporation; and
    d. Articles of Incorporation and Bylaws of the Corporation and all amendments and restatements thereof.

ARTICLE XIII
Adoption and Amendment of Bylaws

A. The Corporation's governance model as set forth in these bylaws and/or otherwise required by law may be changed only by a majority vote of the Board of Directors and otherwise in accordance with applicable law at any regular or special meeting thereof.
B. Any change in Board governance shall conform to the Board structure set forth in Minnesota Statute Section 124E.07 (or successor statute).

ARTICLE XIV

Miscellaneous Provisions

Section 1. Construction and Definitions.

These Bylaws shall be construed to conform to the laws of the State of Minnesota.

Section 2. Interpretation.

Any provision of these Bylaws which turns out to be prohibited or unenforceable under Minnesota law shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other provision of the Bylaws. These Bylaws shall also be construed in a manner that renders their provisions valid and enforceable to the maximum extent (not exceeding their express terms), under applicable law.

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Written Document Number : WD:200.4
Supersedes: WD:200.3(2019)WD:200.2 (2018) and WD:200.1 (2012)

Certified a true and correct copy of the Bylaws adopted on the 12th of June, 2022, by the Board of Directors of Technical Academies of Minnesota.

Austin Linbo
Vice-Chair acting Board Chair

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

School Name: Technical academies of Minnesota

Mission: TAM Mission: The mission of TAM is to provide a student-directed learning environment that is challenging, democratic, reflective, joyful and hopeful. Students' unique developmental needs and capacities are appreciated and every student is valued as a whole human being—heart, mind, body and soul.

Vision: TAM is where every student learns, discovers, creates, and inspires to make the world a better place.

Program Description:
Our mission, vision and values align nicely with that of Osprey Wilds. We have similar themes with regards to the importance of having connections or relationships, balance or wholeness, valuing uniqueness, diversity, caring about the earth and lifelong learning. We are excited to expand our opportunities in the area of environment education and to incorporate those practices into our daily life.

Our learners will have affordances to define their personal relationship with nature and to understand how their choices affect our planet. Our school will embody collective and environmental action using reflective practices among staff and students that will be facilitated both before and after school, as well as summer programming.

New students spend the first day going through a series of mini workshops meeting many of our staff and learning about our school. Through this personalized process we believe students come to know we care about them as a whole human-being, not just a student sitting in a classroom, and our school is a safe place where they can be and express themselves. Once students have this level of comfort, this is when the real learning and achievement happens.

Student learning and achievement is accelerated as they become engaged in a way they never knew possible through Project-Based Learning. Students are in the driver's seat of their education and are directing their pathway every day by designing and completing projects based on their interests and aspirations. Students learn, discover, create and inspire to make the world a better place by designing projects that address local, community and global issues. A special emphasis is placed on 21st Century skills and competencies needed to enter employment with a livable wage or enroll in college or trade school upon graduation.

Our district has adopted Project-Based Learning (PBL) as our innovative teaching method. PBL creates a learning environment that fosters creativity and teamwork, and teaches students to use the tools at their disposal to find innovative solutions to problems that are always changing. PBL is student-directed and personalized in our setting. This personalization allows students to learn, discover, create and inspire in a way that makes sense to them and affords them the opportunity to view the world through their lens. Progress is tracked through Headrush, a learning management system for active, agile, and authentic learning which allows students to manage their projects, start to finish, under the guidance of their advisor.

The instructional methodology utilizes differentiation to determine how to approach learning for each student in accordance with the information found in their PLP. Each school has a curriculum committee that reviews MDE standards and requirements, then integrates these standards with our

"learning management platform" built specifically with the PBL administrative tool – Headrush. HEADRUSH is a learning management platform built specifically for learner-centered schools and project-based programs. Staff update HEADRUSH as needed to equip the application with current state-wide and school-wide standards. These standards apply to the main subject areas, and are used to track 21st Century skills development, the arts, and physical education. Students are engaged in learning, because they are free to choose projects that inherently are culturally, and linguistically appropriate, responsible, and relevant.

In 7th grade, students start a self-exploratory study. This study includes completing assessments related to learning styles, career and personal interests, finding their strengths, 21st Century skills, self-management skills, and readiness for self-directed learning. Students are asked to answer questions such as: How do I overcome my weaknesses? What are my strengths? Who am I? Who are the people I should look up to? At this age, students are on the cusp of a critical juncture in their educational career where they can take ownership for their education and become an agent of change for their future. Students begin to scaffold their own learning design to take ownership of their learning and future and concerns for matters of community service and justice, leadership and democratic values. Students work individually and in groups to design projects that incorporate the results of the assessments and to further self-exploration.

In 8th grade, students begin a community exploration study. The focus is on students becoming well-rounded citizens with a larger emphasis on service. Part of this student includes field trips to assess significant community venues, historic and cultural resources and natural environment locations, civic organizations, career centers, and business establishments. Students work in groups to develop community service and learning projects. TAM highly relies on volunteers from the business and community sector to provide internships and mentoring relationships for the students. Therefore, TAM embraces volunteerism as a cornerstone of its own existence and as a means to inspire core values among its students. TAM views community service as an opportunity for students to define the community's perception of youth as a source of leadership and co-creators of solutions to community issues. Community service is an invaluable tool for helping students to enhance their personal, academic and social development. Students increase their civic responsibility, build adult relationships and become better prepared for college or careers, all while fulfilling unmet needs in the community. Advisors help students analyze, evaluate and synthesize core subject matter through practical problem-solving in "real-life situations."

During 9th-12th grade, students begin an in-depth career exploratory study. Students are required to design projects that explore careers, educational options, and other educational opportunities including job shadowing, internships, mentoring, and PSEO. Advisors provide students with guidance and the freedom to explore and identify their academic and career opportunities while identifying potential resources in the community or on the web. Advisors assist students in finding the tools and locating the direction to find the path that is best suited to each student's needs and will lead them to a successful future career. Students also focus on citizenship goals including community service, leadership development and personal wellness development.

The content areas of Math and Reading are more structured at our schools with time carved out of each day to focus on these two areas. Math is accomplished through a variety of methods including direct instruction by a teacher, online instruction through the use of Khan Academy, online tutoring using the Yup Math program, and math projects. Reading is also accomplished through a variety of methods including silent sustained reading, reading book clubs, school wide book readings, read aloud books, or readers theatre. Science and Social Studies content areas are completed either through individual projects or seminars led by staff.

Exhibit E: Description of Additional Programs – Out-of-School Time

Out-of-School Time Programs include any programs operated before or after school hours, or on weekends, or during school calendar breaks, but does not include school clubs or athletics.

School Name: Technical Academies of Minnesota

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

TAM does not implement out-of-school time programs not otherwise identified and described elsewhere in this contract.

Exhibit F: Statutory Purposes

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

Many of the students who come to either DREAM or CHOICE Technical Academy have had negative experiences in a traditional public school. Many of our students have been bullied, made to feel stupid, felt alone and felt like they didn't fit in, or were pushed out of their previous school. In order to improve pupil learning and achievement for these students, we first need to help them feel safe, cared for, and accepted for who they are as an individual and for the gifts and knowledge they bring to our school setting. This process of improving pupil learning and achievement starts on day one when we meet the student and their family and give them a personalized guided tour of our building. Our students and staff make the student feel welcome immediately by introducing themselves and inviting the student to see a project on which they are working. This process continues when we host a welcome meeting with the student and their family to get to know them better and to assess for any underlying needs. Our student onboarding process is next and this is where students are really brought "into the fold" and made to feel like part of our school family. New students spend the first day going through a series of mini workshops meeting many of our staff and learning about our school. Through this personalized process we believe students come to know we care about them as a whole human-being, not just a student sitting in a classroom, and our school is a safe place where they can be and express themselves. Once students have this level of comfort, this is when the real learning and achievement happens.

Student learning and achievement is accelerated as they become engaged in a way they never knew possible through Project-Based Learning. Students are in the driver's seat of their education and are directing their pathway every day by designing and completing projects based on their interests and aspirations. Students learn, discover, create and inspire to make the world a better place by designing projects that address local, community and global issues. A special emphasis is placed on 21st Century skills and competencies needed to enter employment with a livable wage or enroll in college or trade school upon graduation.

Our schools document and report on this progress as we collect data through surveying our students and families yearly, a 15 day review meeting with new students, surveying our seniors upon graduation and 3 years post graduation. Our site committees regularly review data related to student learning and achievement and help students create individual goals on their Personal Learning Plan that address improved achievement, wellness and any other areas of need. Our schools report directly to the TAM School Board monthly through site reports which includes this information.

The additional purpose(s) of Technical Academies of Minnesota 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.

Technical Academies of Minnesota will report its implementation of this (these) additional purpose(s) in its annual report.

Increase learning opportunities for all pupils.
Education happens everywhere, all the time. Education does not just happen within the four walls of our schools. Students are encouraged to explore learning opportunities out in the community, working alongside community experts through internships, job shadowing, or work experience options. By partnering with community organizations, our students have learning opportunities available to them during the school day, during the weekends, and during the summer. Sometimes students are working on projects while they are on vacation with their families. With pre-approved projects, students are able to learn history or geography while on vacation or capture their vacation through photography or journaling. Students who are involved with 4-H, Scouting, church youth groups or other community organizations can earn credit by creating projects for the learning that happens outside of school.

Encourage the use of different and innovative teaching methods.
Our district has adopted Project-Based Learning (PBL) as our innovative teaching method. PBL creates a learning environment that fosters creativity and teamwork, and teaches students to use the tools at their disposal to find innovative solutions to problems that are always changing. PBL is student-directed and personalized in our setting. This personalization allows students to learn, discover, create and inspire in a way that makes sense to them and affords them the opportunity to view the world through their lens. Progress is tracked through Headrush, a learning management system for active, agile, and authentic learning which allows students to manage their projects, start to finish, under the guidance of their advisor.

Measure learning outcomes and create different and innovative forms of measuring outcomes.
TAM measures student learning outcomes through the administration of the NWEA MAP testing twice a year. This data is used to help students create projects which will enhance their learning outcomes. Besides using the NWEA, TAM also uses the Hope Survey which measures other outcomes related to learning such as Belongingness, Autonomy, Goal Orientation, Academic Press, Engagement and Hope. This past year, TAM created rubrics and a tool to measure student's Life Skills. The emphasis on Life Skills embedded in projects and monitored by students and staff aligns with both the mission and vision of TAM.

Establish new forms of accountability for schools.
Since the beginning, TAM created a Local Advisory Council at each site, comprised of parents, community members, students and staff. The Local Advisory Council meets monthly to hear reports for the site committees and to provide feedback on all operations of the school. The Local Advisory Council also reviews and holds the schools accountable for the affidavit and the district goals to ensure the school is following all the protocols as outlined. This extra layer of accountability is welcomed and needed for the daily operations of the school and provides time for informal conversations and brainstorming sessions to occur that impact our students, families and staff in a positive way. The environment at these meetings is democratic in nature and reflective in practice and every member is valued for their contributions.

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

TAM fully embraces this purpose through our staff-led school design. TAM is a member of the Teacher-Powered Schools organization and many of our staff members have attended numerous training sessions offered by this organization. TAM does not employ any administrators. All staff members have autonomy and authority to make final decisions at our school sites. Our staff members share responsibility for the overall success of the schools by participating on site committees. Staff choose on which committees they want to serve based on their unique skills and gifts. Every staff member has a voice through the democratic process we use for voting which includes using a "fist to three" procedure with a "3" being fully in support and you will do everything to support it, a "2" being you support it, "1" being you don't fully support it, and a fist which blocks the motion. If any staff ever blocks a motion, the staff member must come up with an alternative idea for a motion.

Technical Academies of Minnesota
Exhibit G: Academic and Academic-Related Goals
Contract Period July 1, 2022 through June 30, 2025

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

- **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

- 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	0	0	0.0%
3: Reading Growth	18	0	0.0%
4: Math Growth	18	0	0.0%
5: Reading Proficiency	12	0	0.0%
6: Math Proficiency	12	0	0.0%
7: Science Proficiency (and Growth)	9	0	0.0%
8: Other Proficiency or Growth	0	0	0.0%
9: Post-Secondary Readiness	19	0	0.0%
10: Attendance	6	0	0.0%
Overall	100	0	0.0%

Indicator 1: Mission Related — 6 Points

School Goal: Over the period of the contract, students at Technical Academies of Minnesota (TAM) will show continued excellence by meeting specific quality expectations in the Life Skills assessment, Hope Survey, and Personalized Learning Plans.			
Performance Ratings	**Measure 1.1 [CCR] – 2 Points: From FY23 to FY25, the aggregate percentage of students grades 7-12 who show growth, or are proficient ('Almost Always' or 'Always'), on at least 10 statements (or 50%) of the TAM Life Skills Rubric, from fall to spring, will be at least 85%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is at least 90%.		
Meets Target (x1.0)	The aggregate percentage is at least 85%.		
Approaches Target (x0.5)	The aggregate percentage is at least 80%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 1.2 [CCR] – 2 Points: From FY23 to FY25, all students will show growth or maintain a high score (7 or 8) in three out of the six mission related areas scored by the Hope Survey.**		**Result:**
Exceeds Target (x 1.5)	Growth in 4, 5 or 6 areas, or maintenance of a high rating in 4, 5, or 6 areas.		
Meets Target (x1.0)	Growth in 3 out of 6 areas, or maintenance of a high rating in 3 out of 6 areas.		
Approaches Target (x0.5)	Growth in 2 out of six areas, or maintenance of a high rating in 2 out of 6 areas.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 1.3 [CCR] – 2 Points: From FY23 to FY25, the aggregate percentage of students, enrolled the whole school year, who meet 67% or more of their Personalized Learning Plan (PLP) goals annually will be at least 90%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is 95%		
Meets Target (x1.0)	The aggregate percentage is at least 90%.		
Approaches Target (x0.5)	The aggregate percentage is at least 80%		

Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
6	0	0.0%

Indicator 2: English Language Learners

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

0 Points

School Goal: Over the period of the contract, students at Technical Academies of Minnesota (TAM) will demonstrate progress toward becoming proficient in English.			
Performance Ratings	**Measure 2.1 [CCR] – 0 Points: From FY23 to FY25, the aggregate percentage of English Learners meeting target on the ACCESS test grades 7-12 will be equal to or greater than that of the state percentage of English Learners meeting target for the same grades.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is at least 10.0 percentage points greater than the state percentage of English Learners meeting target.		
Meets Target (x1.0)	The aggregate percentage is equal to or greater than the state percentage of English Learners meeting target.		
Approaches Target (x0.5)	The aggregate percentage is within 5.0 percentage points of the state percentage of English Learners meeting target.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 2.2 [CCR] – 0 Points: From FY23 to FY25, the average progress toward target for English Learners grades 7-12 on the ACCESS test will be equal to or greater than the state average progress toward target for the same grades.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is least 10.0 percentage points over the state average progress toward target.		
Meets Target (x1.0)	The aggregate percentage equal to or greater than the state average progress toward target.		
Approaches Target (x0.5)	The aggregate percentage is within 5.0 percentage points of the state's average progress toward target.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
0	0	0.0%

Indicator 3: Reading Growth

18 Points

School Goal: Over the period of the contract, Technical Academies of Minnesota (TAM) students will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.			
Performance Ratings	**Measure 3.1 [CCR] – 1 Point: In aggregate, from FY23 to FY25, 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 either resident district (Owatonna Public Schools or Willmar Public Schools).**		**Result:**
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the district.		

Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the district.		53
Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the district.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 3.2 [CCR] – 2 Points: In aggregate, from FY23 to FY25, 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 either resident district (Owatonna Public Schools or Willmar Public Schools).**		**Result:**
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the district.		
Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the district.		
Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the district.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 3.3 [CCR] – 15 Points: From FY23 to FY25, the aggregate percentage of students in grades 7-11 who meet their fall to spring, fall to fall, or spring to spring NWEA RIT expected growth target will be at least 65%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is at least 75.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 65.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 55.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
18	0	0.0%

Indicator 4: Math Growth — 18 Points

School Goal: Over the period of the contract, Technical Academies of Minnesota (TAM) students will demonstrate growth in math as measured by state accountability tests and nationally normed assessments.			
Performance Ratings	**Measure 4.1 [CCR] – 1 Point: In aggregate, from FY23 to FY25, 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 either resident district (Owatonna Public Schools or Willmar Public Schools).**		**Result:**
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the district.		
Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the district.		
Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the district.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 4.2 [CCR] – 2 Points: In aggregate, from FY23 to FY25, 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 either resident district (Owatonna Public Schools or Willmar Public Schools).**		**Result:**
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the district.		
Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the district.		

Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the district.		54
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 4.3 [CCR] – 15 Points: From FY23 to FY25, the aggregate percentage of students in grades 7-11 who meet their fall to spring, fall to fall, or spring to spring NWEA RIT expected growth target will be at least 65%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is at least 75.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 65.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 55.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	**Points Earned**	**% Earned**
18	**0**	**0.0%**

Indicator 5: Reading Proficiency — 12 Points

School Goal: Over the period of the contract, Technical Academies of Minnesota (TAM) students will demonstrate proficiency in reading as measured by state assessments.			
Performance Ratings	**Measure 5.1 [CCR] – 3 Points: From FY23 to FY25, the aggregate percentage of students with an attendance rate of 80% or higher for the year who are proficient (meets and exceeds) on the MCA reading assessment will be at least 55%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 65%.		
Meets Target (x1.0)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 5.2 [CCR] – 3 Points: From FY23 to FY25, the aggregate percentage of students with an attendance rate of 51%-79% for the year who are approaching target (partially meets) or proficient (meets and exceeds) on the MCA reading assessment will be at least 55%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 65%.		
Meets Target (x1.0)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 5.3 [CCR] – 2 Points: From FY23 to FY25, the school's aggregate proficiency index score on the MCA reading assessment for students in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 10).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		

Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 5.4 [AGC] – 2 Points: From FY23 to FY25, the school's aggregate proficiency index score on the MCA reading assessment for students in the Free/Reduced Priced Lunch group in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 10).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 5.5 [AGC] – 2 Points: From FY23 to FY25, the school's aggregate proficiency index score on the MCA reading assessment for students in the Special Education group in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 10).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
12	0	0.0%

Indicator 6: Math Proficiency — 12 Points

School Goal: Over the period of the contract, Technical Academies of Minnesota (TAM) students will demonstrate proficiency in math as measured by state assessments.			
Performance Ratings	**Measure 6.1 [CCR] – 3 Points: From FY23 to FY25, the aggregate percentage of students with an attendance rate of 80% or higher for the year who are proficient (meets and exceeds) on the MCA math assessment will be at least 55%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 65%.		
Meets Target (x1.0)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 45%.		

Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 6.2 [CCR] – 3 Points: From FY23 to FY25, the aggregate percentage of students with an attendance rate of 51%-79% or higher for the year who are approaching target or proficient (meets and exceeds) on the MCA assessment will be at least 55%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 65%.		
Meets Target (x1.0)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 6.3 [CCR] – 2 Points: From FY23 to FY25, the school's aggregate proficiency index score on MCA math assessment for students in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 11).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 6.4 [AGC] – 2 Points: From FY23 to FY25, the school's aggregate proficiency index score on the MCA math assessment for students in the Free/Reduced Priced Lunch group in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 11).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 6.5 [AGC] – 2 Points: From FY23 to FY25, the school's aggregate proficiency index score on the MCA math assessment for students in the Special Education group in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 11).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
12	0	0.0%

Indicator 7: Science Proficiency — 9 Points

School Goal: Over the period of the contract, Technical Academies of Minnesota (TAM) students will demonstrate proficiency in science as measured by state assessments and growth in science as measured by nationally normed assessments.			
Performance Ratings	**Measure 7.1 [CCR] – 3 Points: From FY23 to FY25, the aggregate percentage of students (grades 8, HS) with an attendance rate of 80% or higher for the year who are proficient (meets and exceeds) on the MCA science assessment will be at least 55%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA science assessment is at least 65%.		
Meets Target (x1.0)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage of students with an attendance rate of 80% or greater in the current year who meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 7.2 [CCR] – 3 Points: From FY23 to FY25, the aggregate percentage of students (grades 8, HS) with an attendance rate of 51%-79% or higher for the year who are approaching target or proficient (meets and exceeds) on the MCA science assessment will be at least 55%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 65%.		
Meets Target (x1.0)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggregate percentage of students with an attendance rate of 51%-79% in the current year who approach, meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 7.3 [CCR] – 1 Point: From FY23 to FY25, the school's aggregate proficiency index score on MCA science assessment for students in grades 8 and HS will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (8, HS).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 7.4 [AGC] – 1 Point: From FY23 to FY25, the school's aggregate proficiency index score on the MCA science assessment for students (grades 8, HS) in the Free/Reduced Priced Lunch group in grades 6-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (grades 8, HS).**		**Result:**

Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 7.5 [AGC] – 1 Point: From FY23 to FY25, the school's aggregate proficiency index score on the MCA math assessment for students (grades 8, HS) in the Special Education group in grades 8 and HS will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (grades 8, HS).**		**Result:**
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
9	0	0.0%

Indicator 8: Proficiency in Other Curricular Areas — 0 Points

School Goal: Over the period of the contract, students enrolled at Technical Academies of Minnesota (TAM) will demonstrate proficiency in other curricular areas.

Points Possible	Points Earned	% Earned
0	0	0.0%

Indicator 9: Post-Secondary Readiness — 12 Points

School Goal: Over the period of the contract, students at Technical Academies of Minnesota (TAM) will demonstrate readiness for post-secondary success.			
Performance Ratings	**Measure 9.1 [GRAD] – 3 Points: From FY23 to FY25, the aggregate 4-year graduation rate will be at least 75.0%.**		**Result:**
Exceeds Target (x 1.5)	The aggregate 4-year graduation rate is at least 85.0%.		
Meets Target (x1.0)	The aggregate 4-year graduation rate is at least 75.0%.		
Approaches Target (x0.5)	The aggregate 4-year graduation rate is at least 65.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 9.2 [GRAD] – 4 Points: From FY23 to FY25, the aggregate 7-year graduation rate will be at least 80.0%.		Result:
Exceeds Target (x 1.5)	The aggregate 4-year graduation rate is at least 90.0%.		
Meets Target (x1.0)	The aggregate 4-year graduation rate is at least 80.0%.		
Approaches Target (x0.5)	The aggregate 4-year graduation rate is at least 70.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.3 [GRAD] – 4 Points: From FY23 to FY25, the school's aggregate 7-year graduation rate will be equal to or greater than that of the aggregate of alternative schools in Minnesota.		Result:
Exceeds Target (x 1.5)	The school's aggregate graduation rate is at least 10.0 percentage points above the aggregate of alternative schools in Minnesota.		
Meets Target (x1.0)	The school's aggregate graduation rate is equal to or greater than that that of the aggregate of alternative schools in		
Approaches Target (x0.5)	The school's aggregate graduation rate is within 10.0 percentage points of the aggregate of alternative schools in		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.4 [CCR] – 4 Points: From FY23 to FY25, the aggregate percentage of graduates who demonstrate career and/or college readiness by completing their Senior Project and a Graduation Checklist will be at least 90%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 95%.		
Meets Target (x1.0)	The aggregate percentage is at least 90%.		
Approaches Target (x0.5)	The aggregate percentage is at least 85%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 9.5 [CCR] – 4 Points: From FY23 to FY25 the aggregate percentage of students who have been continually enrolled since their 10th grade year at TAM will meet at least 1 of the following will be 75%: a. complete one year or more of post-secondary credits at an accredited college or technical school, b. completion of an internship or work experience program as determined by a licensed work experience coordinator and resulting in work readiness, or c. completion of a vocational certification.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 85%.		
Meets Target (x1.0)	The aggregate percentage is at least 75%.		
Approaches Target (x0.5)	The aggregate percentage is at least 65%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
12	0	0.0%

Indicator 10: Attendance — 6 Points

School Goal: Over the period of the contract, Technical Academies of Minnesota (TAM) students will attend the school at high rates.			
Performance Ratings	Measure 10.1 – 6 Points: From FY20-23, the average of the school's annual consistent attendance rates is equal to or greater than that of the aggregate of alternative schools in the state.		Result:
Exceeds Target (x 1.5)	The average of the school's consistent attendance rates is 5 percentage points greater than that of the state.		
Meets Target (x1.0)	The average of the school's consistent attendance rates is equal to or greater than that of the state.		

Approaches Target (x0.5)	The average of the school's consistent attendance rates is within 5 percentage points of the state.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
6	0	0.0%

Exhibit H: Technical Academies of Minnesota Environmental Education Goals

EE Performance Indicator 1: Awareness

1. Students at Technical Academies of Minnesota have the awareness, or are increasing their awareness, of the relationship between the environment and human life.

EE Performance Indicator 2: Knowledge

2. Students at Technical Academies of Minnesota have the knowledge, or are increasing their knowledge, of human and natural systems and processes.

EE Performance Indicator 3: Attitudes

3. Students at Technical Academies of Minnesota have an attitude, or are increasing their attitude of, appreciation and concern for the environment.

EE Performance Indicator 4: Skills

4. Students at Technical Academies of Minnesota have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life.

EE Performance Indicator 5: Action

5. Students at Technical Academies of Minnesota demonstrate the capacity, or are increasing their capacity, to work individually and collectively toward sustaining a healthy natural environment.

The school will develop and update annually an Environmental Literacy Plan (ELP) that will address how the school will implement its environmental education (EE) program and measure progress toward its contractual goals. The ELP will be submitted to 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.

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

Technical Academies of Minnesota

Adopted: 6/23/13
Revised: 12/12/15, 5/22/18, 8/25/2020, 2/22/2022, 4/26/2022

517 ENROLLMENT POLICY

A. PURPOSE

The purpose of this policy is to set program capacity and emphasize the importance of having an admissions deadline of April 15th each year of current students and new applicants.

B. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to allow the District to function and provide a quality learning environment for students. Parents/guardians must submit an application to the school by April 15th to have their student be considered for enrollment in the coming school year. The capacity limit at each school location is 150 students. A lottery will occur following the close of the admissions deadline if the number of enrollment applications received exceeds the capacity limit at the school location.

C. LOTTERY PROCESS

A. General
When the number of applications exceeds the number of openings in a particular grade or program, a lottery will be conducted to determine those students who will be admitted or put on the waiting list. The steps outlined below will be followed to ensure this procedure is equitable to all applicants. A completed application is required in order to be included in the annual lottery and/or be placed on the waiting list. The lottery is open to observation by the public and will be posted in the school calendar and on the website.

B. Enrollment Eligibility
To be eligible for enrollment as a 7th grader, a student must have successfully completed the 6th grade. To be eligible for 8th grade, a student must have successfully completed 7th grade. To be eligible for the high school program, students must have successfully completed 8th grade.

C. Enrollment Preferences
1. Siblings and foster siblings will be given first priority (ahead of children of staff) provided there is an opening in the grade to which they are applying. Siblings and foster siblings who submit applications after the lottery will be placed at the top of the waitlist (ahead of children of staff).
2. Prospective students who are children of District staff will receive second enrollment preference provided there is an opening in the grade or program to which they are applying. If District staff members are hired after the lottery, those District staff members' children will be placed first on the waiting list (behind siblings and foster siblings), in the order in which the parents were hired.
3. Siblings and foster siblings refers to those prospective students who have siblings or foster siblings currently enrolled at a District school in the academic

year in which the lottery is being conducted.

4. Any child of a family unit related biologically, by marriage or adoption to one or both parents.
5. Any child in placement within a foster-care situation with the family of a current student is considered a sibling.
6. If the family of a current District student plans to be a host family to a foreign exchange student, that student will be considered a sibling (see above). NOTE: A student will be considered "enrolled" at the District after completion of the enrollment paperwork.
7. Exceptions will be made for students with statutory protections, such as those who are homeless and/or highly mobile or those in a foster care situation.

D. Process to determine the number of students to be accepted
The District staff will propose and the School Board will determine the number of openings in each grade 7-12, for the next school year by the February board meeting of the application year. This number will take into account the need to over-enroll grade levels, depending on the projected number of students who will either not return or who will not accept the enrollment offer. This will be based on past data as well as current trends in enrollment. After the siblings of current students are admitted, if there are still spaces, move on to children of District staff. If there are more siblings than there are openings in a particular grade, then a lottery must be held amongst the siblings. After the siblings are admitted, if there are still spaces, move on to children of staff. If there are more children of staff than there are openings in a particular grade or program, then a lottery must be held amongst the children of District staff. If there are more children of District staff members than there are openings in a particular grade or program, a lottery must be held amongst the children of District staff. For each grade, the number of siblings and children of District staff members in the prospective student pool will be subtracted from the number of total students to be accepted. This is the number of openings that will be filled through the lottery process. The appropriate number of applicants from each grade will then be randomly drawn until the enrollment goals are reached.

E. Lottery Procedure
The lottery will begin by assigning a number to each of the student applications submitted. These numbers will be put into a container. The numbers will be pulled out one at a time until all the open spots are filled and then numbers will continue to be drawn for the waiting list. The District will send "acceptance" letters to all prospective applicants; send "waiting list" letters to the remaining applicants including enrollment agreements or waiting list forms as appropriate. Families will have two weeks from the email/mailing date to return the enclosed enrollment agreement accepting their enrollment. Once the process is completed, the results will be printed (and saved as a PDF) and an affidavit certifying compliance with this policy and applicable state law will be signed by the two District staff members conducting the lottery. All other witnesses will be asked to sign a form indicating they witnessed the lottery. A copy of this policy will be attached to the spreadsheets, signed affidavit, and witness form to complete the documentation, which will be filed at the school. Following the lottery, those students who have not been admitted will be placed on the waiting list and will be admitted as space permits. The steps outlined below will be followed to ensure the procedure is equitable to all applicants.

F. Waiting List

1. Underlying Considerations
   The goal of the waiting list is to have a list of students from which to pull to maintain maximum class sizes for the next academic year. All students on the waiting list will know their waiting list number and the updated list will be posted online so students know which number has been enrolled at the District.
2. Waiting List Procedures
   All students will be assigned a waiting list number during the lottery procedures. Letters to those students on the waiting list will be sent at the same time as acceptance letters. The waiting list is maintained by the Office Manager and updated throughout the year as students are enrolled off of the list. The waiting list will be posted on the website (with no identifying information) and updated monthly. Families may request to be removed from the waiting list at any point. If a sibling of a currently enrolled student, or the student of a new District staff member, submits an application after the lottery, that student will move to the top of the waiting list (behind any other siblings or District staff children currently on the waiting list). NOTE: The waiting list for the District is intended for the sole purpose of enrollment and distribution of information deemed appropriate by the District to be of interest to those parties. The District will not sell, distribute, or otherwise disseminate waiting list information. The District will not use this list for solicitation purposes other than to gather interest and involvement in those things related to enrollment, expansion, or related interests at the District. The waiting list will be published online- organized per grade level and identified by student number.

G. Enrollment of New Students after the Lottery
   Openings will be filled on a grade level basis unless the total school enrollment falls below the budgeted number of students.

H. Confirmation of Opening
   The Office Manager will notify families when a position is open once the school receives confirmation that a family is turning down an enrollment offer, receives a withdrawal form or confirmed enrollment from another school.

I. Contact Next on Waiting List
   As a space becomes available, the Office Manager will contact via phone and email the first student next on that grade's waitlist. Once a parent has been contacted, they must respond within 72 hours in order to accept the position or the Office Manager may offer the position to the next student on the list.

J. Accepting a Position Mid-Year
   When accepting a position mid-year, the following must be discussed with the parent: The student's start date (not to exceed ten school days from the offering date, unless otherwise noted by the school, such as the beginning of a semester), grade level, transportation needs, and siblings who may be on the waiting list, or want to be added to it. Once the decision has been made to enroll, the parent/guardian(s) must provide the student's birth date and the name of the student's current school so that District staff can enter the student into the student information system and request student records. Families accepting a position mid-year will be asked to complete an enrollment form to provide the school with all required information.
K. Student Withdrawal
   Once admitted to the school all students will be continuously enrolled until they formally

withdraw from the school or are expelled under the Pupil Fair Dismissal Act (MN §121A.40 to 121A.56). When a student withdraws from the District, a Withdrawal Form should be completed and returned by a parent to the Office Manager.

L. Enrollment Documentation
Before students begin at the District, parents/guardians will complete an enrollment packet. If transfer records from a previous district do not have a verified birth date, parents/guardians will also provide proof of the student's age in the form of a passport, state ID, or birth certificate upon enrollment. As required by Federal and State Civil Rights laws, students/families will be asked to self-identify a student's race/ethnicity. If a family refuses, the District staff who enroll students may assign the race/ethnicity based on sight.

M. Non-Discrimination
It is the policy of the School Board to comply with federal and state laws prohibiting discrimination to the end that no person protected by such law shall, on the grounds of race, color, nationality, ethnic origin, religion, gender, marital status, sexual orientation, status with regard to public assistance, age, or disability (hereinafter "protected class status") be excluded from participation in, be denied of, or be otherwise subjected to discrimination under any educational program, in employment, or recruitment, consideration, or selection, whether full time or part time under any educational program, employment or activity operated by the District.

N. Shared Time Enrollment
The District will not share enrollment with homeschool programs that reduce the time spent at the District. This policy, however, does not preclude eligible students from participating in Post Secondary Enrollment Opportunities.

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

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

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

School Name: Technical Academies of Minnesota
School Year: 2021-2022
Election Date: October every year
Date Updated: June 7, 2022
Term Length: Two years
Board Created Date: June 7, 2022

Seat No.	Member Name	Board Position	Affiliation	Date Elected	Date Seated	Term End Date	Phone Number	Email Address
1	Austin Linbo	Vice-Chair acting as interim Board Chair	DREAM Teacher Member	9/28/21	9/28/21	October 2023	320-905-1590	alinbo@technicalacademies.org
2	Bridgett Ouren	Recorder	Community Member	10/26/2021	10/26/2021	October 2023	320-979-3948	bridgett6006@gmail.com
3	Lynn Stiehm	Member	Community Member	3/23/2021	3/23/2021	October 2022	320-288-8492	lynnstiehm@hotmail.com
4	Jo Ann Monson	Member	DREAM Parent Member	5/24/2022	6/28/2022	October 2022	320-444-3052	jmonson65@gmail.com
5	Dawn Nuss	Treasurer	CHOICE Teacher Member	4/26/2022	4/26/2022	October 2023	507-993-2919	dnuss@technicalacademies.org
6	Nina Sandford	Member	CHOICE Parent Member	11/23/2021	11/23/2021	October 2023	612-756-1041	ninalarsonsandford@gmail.com

Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

- I am a Board member of Technical Academies of Minnesota;
- I have reviewed the charter school contract between Technical Academies of Minnesota and the 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.

Austin Linbo

Signature

06/28/22

Date

Austin Linbo

Printed Name

320-905-1590

Phone Number

alinbo@technicalacademies.org

E-mail Address

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Bridgett Ouren _____ 06/28/22 _____

Signature Date

Bridgett Ouren

Printed Name

320-979-3948

Phone Number

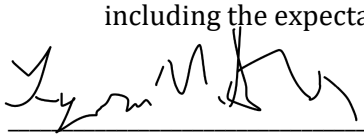
bridgett6006@gmail.com

E-mail Address

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Signature

06/28/2022

Date

Lynn M. Stiehm

Printed Name

320.288.8492

Phone Number

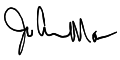
verafigner45@gmail.com

E-mail Address

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Signature

06/28/22

Date

Jo Ann Monson

Printed Name

320-444-3052

Phone Number

Jmonson65@gmail.com

E-mail Address

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Signature

June 28- 2022
Date

Dawon Duss
Printed Name

1-507-993-2919
Phone Number

Dduss@technicalacademies.org
E-mail Address

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Nina M Sanford
Signature

6-28-22
Date

Nina M. Sanford
Printed Name

612-756-1041
Phone Number

ninalarsonsanford@gmail.com
E-mail Address

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.

TASKS	**Person Responsible**	**Date Completed and Comments**
Establish *ad hoc* School Board Committee for wind-up / restructuring		
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:		
Contact MDE Charter Center Immediately		
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. *(See Inventory and Liquidation of Assets below.)*		
Other:		
Reserve Funds		
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:		
Notification of Parents / Guardians		
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		

to, the following: * date of the last day of regular instruction; * cancellation of any planned summer school; * notice to parents that enrollment of children in their district of residence or other school is mandatory under state law for children that are six years of age or older; * information and offer of assistance to enable the student to re-enroll in another school, per MN §124E.10 Subd. 1(b)2 * offer of copies of student records before the charter revocation (June 30). Provide Osprey Wilds with a copy of the notice when it is sent to families.		
Other:		
Final Report Cards and Student Records Notice		
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. * The notice must advise the parent/guardian to contact the school where the student intends to enroll and to have the student's new school contact the student's district of residence to have the student's educational records transferred to the new school. Provide Osprey Wilds with a copy of the notice.		
Other:		
Transfer of Student Records and Testing Material		
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: * Individualized Education Programs (IEPs) and all records regarding special education and supplemental services; * Student health / immunization records; * Attendance records; and * 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). * All other student records. All end of school year grades and evaluations must be completed and made part of the student records, including any IEP / Committee on Special Education meetings / progress reports. As noted above, parents / guardians should be offered copies of		

students' records 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.		
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.		
Other:		
Notification of School Districts		
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. * If applicable, notification regarding cessation of food and transportation services should be provided. * Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment. Provide Osprey Wilds with a copy of the notice.		
Other:		
Notification of Funding Sources /Charitable Partners		
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. * The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from charitable partners as long as the charity is aware of the School's closure / restructuring status. * Charities with property on the premises of the School should be notified to remove same as soon as possible or after charter revocation, whichever is appropriate.		
Other:		
Notification of Contractors and Termination of Contracts		
Within 20 business days after charter revocation (June 30), formulate a list of all contractors with contracts in effect, and notify		

them regarding cessation of current school operations at charter revocation. * If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property. * Retain records of past contracts with proof that they were fully paid (*see* Records Retention, below) to prevent spurious claims. Provide Osprey Wilds with a copy of such notice. As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or closure of the School. * Telephone, gas, electric, water, insurance (premises and E&O insurance, *see* below) should remain operative through the charter revocation and to the extent necessary.		
Other:		
Notification of Employees and Benefit Providers		
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: * health care / health insurance; * life insurance; * dental plans; * eyeglass plans; * cafeteria plans; * 401(k), retirement plans; * pension plans; * TRA; and * PERA Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted. Employees should be notified of eligibility for unemployment compensation. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after 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.		
Other:		
Notification of Food and Transportation Services and Cancellation of Contracts		

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.		
Other:		
Notification of Osprey Wilds Regarding Lawsuits		
As soon as possible after receiving notice and/or service of process regarding litigation against, or initiated by, the School, School Board or School employees, notify Osprey Wilds and provide copies of legal papers received. 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.		
Other:		
List of Creditors and Debtors; UCC Search		
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. * This list is not the same as the contractor list, above, but may include contractors, which should be listed. * Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. Security interests may be recorded and filed pursuant to the Uniform Commercial Code (UCC) with the county and State of Minnesota, and may include all of the assets of the School Corporation or specific assets in which a creditor has an interest as long as such debt remains outstanding. * The UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached. * Debtors include persons who owe the school fees or credits, lessees or sub lessees of the School, and any person holding property of the School. Provide a copy of the list of creditors to Osprey Wilds with the amount owed to each creditor thereon and the amount owed by each debtor.		
Other:		
Notification to Creditors		
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		

ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.		
Other:		
Notification to Debtors		
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:		
School Wind-Up Plan and Action		
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. 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. * Termination of non-essential personnel and cancellation of non-essential services prior to charter revocation (June 30). * Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments). * Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors in accordance with MN §15.054. (*See* Liquidation of Assets, below.) * Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and (if the School Corporation does not submit or the board of directors do not approve a renewal application), for dissolution. * Cancellation of corporate credit cards and lines of credit. * Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the wind-up operations of the School Corporation, and		

employment, contract and School Board status of those authorized to sign for the School. Status reports on the implementation of the School Wind-Up Plan to be submitted to Osprey Wilds through Interim Statements and a Final Statement (below).		
Other:		
Protection of Assets; Insurance		
The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration. * Existing insurance coverage should be maintained on the assets until the disposal of such assets in accordance with the Wind-Up Plan. * Continue existing insurance for School Facility, vehicles and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets are sold, respectively. * Negotiate School Facility insurance with entities that may take possession of School Facility – leaseholder, lenders, mortgagors, bond holders, etc., if possible. * Appropriate security services should be obtained or maintained. * Action may include moving assets to secure storage after closure or loss of the School Facility.		
Other:		
Inventory		
No later than 30 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. * All assets of the School, not just ones over a certain dollar value, must be inventoried. * Identify assets purchased with Federal CSP Grant funds. * Identify assets belonging to other entities (school district, county, municipality, teachers, health department, foundations, vendors, PTA, etc.), including those borrowed or loaned. * Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. * Return assets not belonging to School and document same. Provide Osprey Wilds with a copy of the inventory.		
Other:		
Liquidation of Assets		
Assets must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed		

bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest (above), the secured party should be contacted. *(See Federal CSP Grant information above.)* 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.		
Other:		
E&O Insurance		
Maintain existing directors and officers' liability (E&O) insurance, if any, until final dissolution of the School Corporation. If no such E&O insurance exists, disclose this fact to the board of directors.		
Other:		
Interim Statements		
No later than 10 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: * all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School or School Corporation outstanding, including principal and accrued interest, as of the date of the interim report; and * all amounts owed to the School Corporation by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and * all income generated through sale or auction of assets and any other change in status of assets. The School will prepare and submit such statements to Osprey Wilds at 30 day intervals until the final statement (below) is prepared and submitted.		
Other:		
Final Statement		

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: * all assets and the value and location thereof, whether such asset has been distributed to creditors in satisfaction or payment of any existing debt obligation; and * each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and * statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and * each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest. * This statement is submitted to 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. * This statement is in addition to the final Financial Statement Audit.		
Other:		
Final Financial Statement Audit		
The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1 of the calendar year in which the School ceases instruction.		
Other:		
Closeout of State and Federal Grants		
State, federal and other grants must be closed out, *(See Contact MDE section above)* including: * notification to the grant entity of the School closure; and * filing of any required expenditure reports or receipts and any required program reports. 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.		
Other:		
IRS Status; Reports		

The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following: * notification to IRS regarding any address change of the School Corporation; * filing of required tax returns or reports (e.g., IRS form 990 and Schedule A); and * notification to the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to Osprey Wilds.		
Other:		
Corporate Records		
In all cases, the School Board shall maintain all corporate records related to: * Loans, bonds, mortgages and other financing; * Contracts; * Leases; * Assets and asset sales; * Grants – records relating to federal grants must be kept in accordance with 34 CFR 8042. * Governance (Minutes, by-laws, policies); * Employees (background checks, personnel files); * Accounting/audit, taxes and tax status, etc.; * Personnel, * Employee benefit programs and benefits; and * Student summary test data files * Any items listed in this Closure Plan. 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.		
Other:		
Resolution of Dissolution		
The School Board must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.		
Other:		
Dissolution		
The Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include: * a complete statement of all assets, their location and an estimate of their value; and * a statement of the ascertainable debts of the education corporation. Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of		

the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container. The Board must provide the name and contact information of the person who will maintain the permanent records of the school. Copies of all papers related to dissolution should be sent to Osprey Wilds. 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.		
Other:		
Final Distribution of Assets		
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. * An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. (In case of later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.) * In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations.		
Other:		

EXHIBIT N - Provisions for Education Service or Management Contract

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

1. Submission of Service Contract. The Service Contract 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

Technical Academies of Minnesota

Change in Authorizer
Evaluation Report Summary

Issued November 16, 2021
Revised December 1, 2021

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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, Financial, and Operations performance of each school seeking a transfer into Osprey Wilds' portfolio of schools. Additionally, Osprey Wilds will only approve change in authorizer requests for schools that present plans or demonstrate, through the school's education program, financial planning, and operational decisions, the commitment and ability to develop the environmental literacy of students.

The evaluation includes a thorough review of the written application and its attachments, which includes the most recent evaluation by the current authorizer, a substantive site visit to the school, a board meeting observation, review of academic and financial data available from MDE and provided by the school, and other due diligence to examine the school's past successes and challenges. Through the evaluation process, Osprey Wilds will determine the following:

- 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?
- Did the school present plans or demonstrate its commitment and ability to develop the environmental literacy of students?

The CSD will produce a Change of Authorizer Evaluation Report, which compiles the findings from the evaluation.

The complete Change in Authorizer Application Guide and information about the Osprey Wilds transfer process can be found at https://ospreywilds.org/charter-school-division/new-and-transfer-schools/.

Recommendation

The Osprey Wilds Charter School Division (CSD) recommends that the Osprey Wilds Environmental Learning Center Board of Directors approve the Change in Authorizer Application for Technical Academics of Minnesota (TAM) and offer a contract for a period of three years with authority to provide instruction for students in Grades 7-12 in the manner set forth in its Change in Authorizer Application, with a total enrollment of up to 200 students at its two current sites. Pending completion of OW's expansion ready-to-open requirements, the school may serve up to 400 students across four sites in total no earlier than the 2023-2024 school year and only after Exhibit D and Exhibit G of the contract have been amended to include additional sites.

This recommendation is based primarily on the school's academic performance, which fulfills the primary purpose of charter schools, "…to improve all pupil learning and all student achievement (MN §124E.01)." In short, the school is helping students succeed who were struggling or failing in other educational settings. Based on OW's alternative accountability framework, the school's performance meets standard in several key areas (reading proficiency, math proficiency, science proficiency, and attendance) and earned all points possible in the areas of mission related goals and post-secondary readiness—crucial areas of success for a high school.

The CSD evaluation team has reviewed and evaluated the school's application and relevant performance data, conducted a school site visit, reviewed academic, financial, governance, and operations performance data, observed a school board meeting, and reviewed information provided by the school's current authorizer. TAM has applied to Osprey Wilds because the school and its current authorizer (Innovative Quality Schools, or IQS) have mutually agreed to not renew the contract, per MN §124E.10 subd. 5.

TAM was founded in 2012 and currently has two sites—CHOICE (Owatonna) and DREAM (Willmar)—with the ability to serve up to 400 students across four sites in total. Based on data provided by the school, TAM serves a very high population of students at risk of dropping out of high school:

- 75% of students who enroll at TAM have anxiety, depression, or ADHD.
- The average Adverse Childhood Experience (ACEs) score is 3.65.
- 67% of students qualify for free or reduced lunch.
- 36% of students have an IEP (meaning they qualify to receive Special Education services).
- 12% of students receive Coordinated Early Intervening Services.
- 77% of students enroll with failing grades or behind a grade.
- 50% of students did not meet proficiency on state assessments prior to starting at TAM.

As a result, TAM meets OW's definition of an alternative high school (approved by the OW board at its meeting on February 29, 2020) and qualifies for alternative accountability measures.

In December 2020, TAM's current authorizer issued a notice of non-renewal, indicating the authorizer did not intend to renew the school's contract at the end of the 2021-22 school year and the school would close. Reasons for the non-renewal included:

- Failure to meet requirements for pupil performance.
- Substantial deviation from the school's mission and program model.
- Failure of the charter school board to perform its governance responsibilities.
- Other good cause, which includes intervention over the course of the contract and that "the mission, vision and authorizing processes of IQS do not align with the expectations and needs of TAM."

TAM appealed the decision, as allowed per MN §124E.10 subd. 4, and IQS reversed its decision to close the school and agreed to allow the school to continue serving students and, per the school's request, seek another authorizer.

It is difficult to discern the quantifiable academic data that supports IQS's rationale for nonrenewal. In reviewing IQS's scorecard of TAM, as well as the letter of non-renewal, OW was unable to identify any academic items that, on their own, would warrant non-renewal within the OW framework; particularly because the OW alternative school framework defines and acknowledges the unique challenges for alternative educational programs that seek to meet the needs of students at risk of dropping out. Therefore, in order to evaluate TAM's request for transfer to OW, the school was evaluated within a possible OW alternative education academic framework.

In summary, TAM's performance would be eligible for renewal if already in the OW portfolio, and with OW's definition for alternative schools and the development of alternative accountability goals, the school demonstrates the ability to meet its mission and increase student achievement and growth within an OW contract.

The school has signaled a commitment to environmental education in its current practices and futures plans. CHOICE has an outdoor classroom and raises trout eggs for release as part of the MN Trout Unlimited Program, as well as several other tanks with aquatic turtles, box turtles, salt water fish, and frogs that are used as study for various projects. The school has a worm bed and a cricket farm to feed its reptiles and amphibians, which also serves as a student project. DREAM students visit Prairie Woods Environmental Learning Center for programs related to water and soil conservation, bird, insect and mammal habitation, prairie and grassland restoration, orienteering and survival. DREAM teachers also receive professional development from Prairie Woods staff to incorporate EE into projects.

In its change in authorizer application, the school wrote:

> We fully align with the goals and mission that the Osprey Wilds represent, and by embodying the same goals, we will strive to accomplish conservation and sustainability efforts, while building a strong foundation of basic skills in our students. We can fill a need for underserved families of the local community and create opportunities to develop a valued presence and voice. We can provide all stakeholders associated with TAM a location and sense of community to acquire the knowledge and skills necessary to develop attitudes, values, behaviors dedicated to educating, protecting, and improving the environment.

Osprey Wilds has no significant concerns about the school's financial management and it is in a very healthy cash position, which provides an opportunity for the board to invest in sustainable and strong student outcomes and to address other areas of growth identified in this evaluation. The TAM board regularly reviews and approves quality financial statements from its financial service provider. Review of check registers raises no concerns about appropriate use of public funds. The school has had no audit findings related to internal controls, which can be especially challenging for small districts. Finally, the school received the MDE School Finance Award in each of the last three years.

Overall, TAM has demonstrated fidelity to its mission and vision. The TAM educational program is based on four key aspects: project-based learning, authentic assessments, a small learning community, and a staff-powered school. Generally each of these aspects is implemented with fidelity across both sites and continues to be iterated in response to student needs. The school continues to strive for greater rigor and consistent quality of instruction across its two sites.

Based on a board meeting observation and review of several years of board meeting minutes, the school board has generally demonstrated the capacity to effectively govern a charter school although some elements are still emergent, especially related to consistency between the two sites. The board carries out its functions consistent with bylaws and statute.

Although meeting minutes do not indicate the board is monitoring the school's progress toward its contractual academic goals, it does appear that the school is responding to student achievement data via its committee structure and other actions at the board level. The board adopted a strategic plan that articulates specific goals related to academic achievement and board meeting agendas include a school improvement plan that incorporate a plan for staff development aligned to project-based learning.

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, including the Lottery Policy, Crisis Management Policy, evaluation policies and processes for school management, insurance, and annual reports. TAM will also be required to develop an Environmental Literacy

Plan in accordance with Exhibit H of the school's contract. Furthermore, OW will identify any key areas requiring improvement as outlined in this and the current authorizer's most recent evaluation and include these in the contract.

Technical Academies of Minnesota

School Overview

Mission: DREAM's mission is to provide a student-directed learning environment that is challenging, democratic, reflective, joyful, and hopeful.
CHOICE's mission is to create schools that will enhance relationships and build relevant learning environments that empower students, parents and teachers to make choices.

Vision: TAM is where every student learns, discovers, creates, and inspires to make the world a better place.

Description: At DREAM, students' unique needs and capacities are appreciated, and every student is valued as a whole human being — heart, mind, body, and soul. The educational program uses primarily a project-based learning model for most standards with several exceptions such as mathematics. Rigorous learning opportunities are provided to students based on their individual needs and aspirations, with a Responsive to Intervention model in place to ensure all student needs will be well met. Additionally, a supervised work experience program is a part of the educational program to aid students in selecting a career area.
CHOICE is a charter school also focused on career and college preparedness, and it is the second school opened by Technical Academies of Minnesota (ISD 4217), currently authorized by Innovative Quality Schools. The curriculum is designed for students who enjoy learning by doing, with a hands-on project-based learning focus. The learning environments utilizes self-directed, project-based learning to build student autonomy through relevant learning opportunities; create student belongingness through full-time advisories; and empower teachers via teacher-led and democratically governed schools.

Year school opened: 2013

Year began with OW: N/A

Current contract period: July 1, 2018-June 30, 2021

School location: Owatonna and Willmar

Website: https://www.technicalacademies.org/

Grade levels served: 7-12

Student Demographics	Number of Students	Percent – White	Percent – Hispanic	Percent – SpEd	Percent – FRP
FY18	135	66.7%	25.9%	28.9%	48.9%
FY19	99	70.7%	22.2%	34.3%	38.4%
FY20	113	58.4%	30.1%	38.1%	49.6%
FY21	122	66.4%	25.4%	36.1%	61.5%

Performance Evaluation Summaries

Summary of Academic Performance on Contractual Goals				
Indicator	**Points Earned**	**Points Possible**	**Performance Rating**	**Percent Earned**
1: Mission Related	**15**	**15**	**Meets**	**100.0%**
2: English Language Learners	**0**	**0**	**N/A**	**N/A**
3: Reading Growth	**0**	**15**	**Does Not Meet**	**0.0%**
4: Math Growth	**0**	**15**	**Does Not Meet**	**0.0%**
5: Reading Proficiency	**6**	**8**	**Meets**	**75.0%**
6: Math Proficiency	**9**	**11**	**Meets**	**81.8%**
7: Science Proficiency	**7**	**9**	**Meets**	**77.8%**
8: Other Proficiency	**0**	**0**	**N/A**	**N/A**
9: Post-Secondary Readiness	**21**	**21**	**Meets**	**100.0%**
10: Attendance	**6**	**6**	**Meets**	**100.0%**
Overall	**64**	**100**	**Eligible for transfer**	**64.0%**

Financial Performance Evaluation –Summary			
Management Indicators	**2019**	**2020**	**2021**
Budgeting			Meets
Financial Policies and Practices			Meets
Financial Reporting			Meets
Financial Audit	Meets	Does Not Meet	Meets
Near-Term Indicators			
Current Ratio	3.91	4.75	6.08
Days Cash on Hand	57	85	190
Enrollment Variance	101.4%	117.6%	96.1%
Sustainability Indicators			
Fund Balance Percentage	20.9%	32.8%	55.7%
Total Margin/Aggregated Three-Year Total Margin	-7.2%/NR	10.1%/2.1%	21.8%/9.2%
Debt to Asset Ratio	0.23	0.19	0.35

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

Technical Academies of Minnesota
Change in Authorizer Academic Performance Evaluation
Review Period: FY20 and FY21

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.

Summary of Indicator Points

Indicator	Points Possible	Points Earned	Performance Ranking	% Earned
1: Mission Related Outcomes	15	15	Meets Standard	100.0%
2: English Language Learners	0	0	NA	NA
3: Reading Growth	15	0	Does Not Meet Standard	0.0%
4: Math Growth	15	0	Does Not Meet Standard	0.0%
5: Reading Proficiency	8	6	Meets Standard	75.0%
6: Math Proficiency	11	9	Meets Standard	81.8%
7: Science Proficiency (and	9	7	Meets Standard	77.8%
8: Other Proficiency or Growth	0	0	NA	NA
9: Post-Secondary Readiness	21	21	Meets Standard	100.0%
10: Attendance	6	6	Meets Standard	100.0%
Overall	100	64	Eligible for transfer	64.0%

Summary Analysis: Technical Academies of Minnesota is currently authorized by IQS, an authorizer whose academic goal structure is harder to measure than Osprey Wild's academic evaluation framework. It is difficult to discern the quantifiable data that supports IQS's academic evaluation ratings. In reviewing IQS's scorecard of TAM, as well as the letter of non-renewal, OW was unable to identify any academic items that, on their own, would warrant non-renewal within the OW framework; particularly because the OW alternative school framework defines and acknowledges the unique challenges for alternative educational programs that seek to meet the needs of students at risk of dropping out. Therefore, in order to evaluate TAM's request for transfer to OW, the school was evaluated within a possible OW alternative education academic framework. To do so, goals that had been drafted and agreed to by another OW authorized school were used as a framework for academic goals, and TAM's data was scored within this framework.

Overall, the school demonstrated moderate performance on the draft goals. Full analysis was hampered by lack of data – either because of the impacts of Covid-19 or because the data required in the draft goals was not data collected or available to OW from the school. There is, however, adaquate data to support the following:

• Mission Related & Post Secondary Readiness are areas of relative strength: The school's focus on project-based learning is pursued with fidelity and applicable, student-designed education drives post secondary preparedness. The school's graduation rate is strong, especially when compared to alternative education programs throughout the state of Minnesota. Additionally, significant numbers of students have pursued PSEO and other post-secondary preparation activities. Students interviewed highlighted pursuing these options and staff clearly articulated a focus in connecting students with relevant community programming.

• Attendance: Schools serving students at risk of dropping out struggle to have attendance measures that compare with the state as a whole. However, when compared to the aggregate of alternative education programs in the state, TAM easily exceeds their consistent attendance thresholds.

Core academics, as measured by growth and proficiency in reading, math, and science, are more challenged. Growth, which largely must be measured by internal standardized tests, does not afford the comparison to alternative education programs statewide as is possible when comparing proficiency as determined by the Minnesota State Comprehensive Assessments (MCA). The school's growth in reading and math fail to even approach standard, and would be an area of expected improvement in a new OW contract. The school's proficiency fares well in comparison to alternative programs statewide.

In summary, TAM's performance would be eligible for renewal if already in the OW portfolio, and with OW's definition for alternative schools and the development of alternative accountability goals, the CSD team feels the school has the ability to meet its mission and increase student and achievement and growth within an OW contract.

Indicator 1: Mission Related

15 Points

School Goal: Over the period of the contract, students at Technical Academies of Minnesota (TAM) will prepare students for a post-secondary career.			
Performance Ratings	**Measure 1.1 [CCR] – 15 Points: From FY21 to FY23, the aggregate percentage of graduates who complete one or more of the following post-secondary preparation activities will be 90% or greater. Post-secondary preparation activites include: work-experience program; completion of one or more "industry recognized certificates"; completion of occupational are training at a technical college; completion of one or more years of post-secondary education leading to an AA degree; completion of one or more years of postsecondary education and admitted to a four-year university; or acceptance into military service.**		**Result:** 137 students have graduated and 178 students have accessed post-secondary preparation.
Exceeds Target (x 1.5)	The aggregate percentage is at least 95%.		
Meets Target (x1.0)	The aggregate percentage is at least 90%.		**15**
Approaches Target (x0.5)	The aggregate percentage is at least 85%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	**Points Earned**	**% Earned**
15	**15**	**100.0%**

Analysis: The school has demonstrated strong performance in mission related goals**.** Data assessed in this measure is actually drawn from the school's data since it opened, as specific data related to just FY21 was not initially provided and was not requested. A key component of this goal is graduation rate, and the school did graduate 88.2% of its students in FY21. While the state has not yet reported its graduation rate for FY21, the FY20 graduation rate was 83.8%. Assuming FY21 was comparable, it is reasonable to assume that TAM met or exceeded the graduation rate for the state.

Indicator 2: English Language Learners

The school does not have points apportioned in this indicator area as it does not serve a significant population of English Learners. **0 Points**

School Goal: Over the period of the contract, English Learners at TAM will demonstrate adequate progress towards English language proficiency.			
Performance Ratings	**Measure 2.1 [CCR] – 0 Points: From FY21 to FY24, the aggregate percentage of English Learners meeting target on the ACCESS test grades K-8 will be equal to or greater than that of the state percentage of English Learners meeting target.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is at least 10.0 percentage points greater than the state percentage of English Learners		
Meets Target (x1.0)	The aggregate percentage is equal to or greater than the state percentage of English Learners meeting target.		
Approaches Target (x0.5)	The aggregate percentage is within 5.0 percentage points of the state percentage of English Learners meeting target.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	**X**	**0**
Performance Ratings	**Measure 2.2 [CCR] – 0 Points: From FY21 to FY24, the average progress toward target for English Learners grades K-12 on the ACCESS test will be equal to or greater than the state average progress toward target.**		**Result:**
Exceeds Target (x 1.5)	The aggregate percentage is least 10.0 percentage points over the state average progress toward target.		
Meets Target (x1.0)	The aggregate percentage equal to or greater than the state average progress toward target.		
Approaches Target (x0.5)	The aggregate percentage is within 5.0 percentage points of the state's average progress toward target.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	**X**	**0**

Points	**Points**	**%**
0	**0**	**0.0%**

Analysis:

Indicator 3: Reading Growth

18 Points

School Goal: Over the period of the contract, students at TAM will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.			
Performance Ratings	**Measure 3.1 [CCR] – 1 Point: In aggregate, from FY21-FY23, 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 percentage.**		**Result:** Data not provide by MDE for FY21.
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the state.		
Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the state.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 3.2 [CCR] – 2 Points: In aggregate, from FY21-FY23, 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.**		**Result:** Data not provide by MDE for FY21.
Exceeds Target (x 1.5)	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
Meets Target (x1.0)	The school achieves an overall percentage less than or equal to that of the state.		
Approaches Target (x0.5)	Thes school achieves an overall percentage that is no more than10 percentage points greater than that of the state.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 3.3 [CCR] – 15 Points: From FY21 to FY23, the aggregate percentage of students in grades 7-10 who meet their fall to spring NWEA RIT expected growth target will be at least 50%.		Result: 14/38 = 36.8%
Exceeds Target (x 1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 50.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 40.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0

Points Possible	Points Earned	% Earned
15	0	0.0%

Analysis: The school demonstrated poor performance on Reading Growth measures in FY21. While FY21 was significantly impacted by Covid 19, the school's growth performance in FY18 and FY19 are 36.5 and 34.0 respectively, so it would be hard to make a case that Covid has significantly impacted the NWEA growth scores.

Indicator 4: Math Growth

18 Points

School Goal: Over the period of the contract, students at TAM will demonstrate growth in math as measured by state accountability tests and nationally normed assessments.			
Performance Ratings	Measure 4.1 [CCR] – 1 Point: In aggregate, from FY21-FY23, 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 percentage.		Result: Data not provide by MDE for FY21.
Exceeds Target (x 1.5)	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
Meets Target (x1.0)	The school achieves an overall percentage equal to or greater than that of the state.		
Approaches Target (x0.5)	The school achieves an overall percentage that is within 10 percentage points of the state.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 4.2 [CCR] – 2 Points: In aggregate, from FY21-FY23, 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.		Result: Data not provide by MDE for FY21.
Exceeds Target (x 1.5)	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
Meets Target (x1.0)	The school achieves an overall percentage less than or equal to that of the state.		
Approaches Target (x0.5)	Thes school achieves an overall percentage that is no more than10 percentage points greater than that of the state.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 4.3 [CCR] – 15 Points: From FY21 to FY23, the aggregate percentage of students in grades 7-10 who meet their fall to spring NWEA RIT expected growth target will be at least 50%.		Result: 14/39 = 35.8%
Exceeds Target (x 1.5)	The aggregate percentage is at least 60.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 50.0%.		
Approaches Target (x0.5)	The aggregate percentage is at least 40.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	X	0

Points Possible	Points Earned	% Earned

15	0	0.0%

Analysis: The school demonstrated poor performance on Math Growth measures in FY21. While FY21 was significantly impacted by Covid 19, the school's growth performance in FY18 and FY19 are 29.3 and 29.8 respectively, so the FY21 score is actually an improvement from the previous years.

Indicator 5: Reading Proficiency

11 Points

School Goal: Over the period of the contract, students at TAM will demonstrate proficiency in reading as measured by state accountability tests.			
Performance Ratings	**Measure 5.1 [CCR] – 1 Point: From FY21 to FY23, the aggregate percentage of students with an attendance rate of 90% or higher for the year (up through February 28) who are proficient (meets and exceeds) on the MCA reading assessment will be at least 55%.**		**Result:** 10/40 = 25%
Exceeds Target (x 1.5)	The aggegrate percentage of students with an attendance rate of 90% or greater in the current year who meet or exceed the MCA assessment is at least 65%.		
Meets Target (x1.0)	The aggegrate percentage of students with an attendance rate of 90% or greater in the current year who meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggegrate percentage of students with an attendance rate of 90% or greater in the current year who meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	**X**	**0**
Performance Ratings	**Measure 5.2 [CCR] – 1 Point: From FY21 to FY23, the aggregate percentage of students with an attendance rate of 51%-89% or higher for the year (up through February 28) who are approaching target or proficient (meets and exceeds) on the MCA reading assessment will be at least 45%.**		**Result:** 4/42 = 9.5%
Exceeds Target (x 1.5)	The aggegrate percentage of students with an attendance rate of 51%-89% in the current year who approach, meet or exceed the MCA assessment is at least 55%.		
Meets Target (x1.0)	The aggegrate percentage of students with an attendance rate of 51%-89% in the current year who approach, meet or exceed the MCA assessment is at least 45%.		
Approaches Target (x0.5)	The aggegrate percentage of students with an attendance rate of 51%-89% in the current year who approach, meet or exceed the MCA assessment is at least 35%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	**X**	**0**
Performance Ratings	**Measure 5.3 [CCR] – 3 Points: From FY21 to FY23, the school's aggregate proficiency rate on the MCA reading assessment for students in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 10).**		**Result:** 25.7 (TAM) - 17.5 (Alt Schools) = 8.2
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.	**X**	**3**
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 5.4 [AGC] – 3 Points: From FY21 to FY23, the school's aggregate proficiency rate on the MCA reading assessment for students in the Free/Reduced Priced Lunch subgroup in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 10).**		**Result:** 18.2 (TAM) - 15.5 (Alt Schools) = 2.7
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		

Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.	**X**	**3**
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 5.5 [AGC] – 3 Points: From FY21 to FY23, the school's aggregate proficiency rate on the MCA reading assessment for students in the Special Education subgroup in grades 6-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 10).**		**Result:** Sample size too small to score
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
8	6	75.0%

Analysis: The school demonstrated moderate to strong performance on Reading Proficiency Indicators in FY21. While proficiency rates are higher amongst students with greater attendance, even the aggregate of students with over 90% attendance still fell far short of the goal. When compared to the aggregate of alternative schools throughout Minnesota, however, TAM's proficiency rate was greater for both the all student and free and reduced lunch student groups. Sample size was too small to score when comparing the special education student group.

Indicator 6: Math Proficiency

11 Points

School Goal: Over the period of the contract, students at TAM will demonstrate proficiency in math as measured by state accountability tests.			
Performance Ratings	**Measure 6.1 [CCR] – 1 Point: From FY21 to FY23, the aggregate percentage of students with an attendance rate of 90% or higher for the year (up through February 28) who are proficient (meets and exceeds) on the MCA math assessment will be at least 55%.**		**Result:** 9/45 = 20%
Exceeds Target (x 1.5)	The aggegrate percentage of students with an attendance rate of 90% or greater in the current year who meet or exceed the MCA assessment is at least 65%.		
Meets Target (x1.0)	The aggegrate percentage of students with an attendance rate of 90% or greater in the current year who meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggegrate percentage of students with an attendance rate of 90% or greater in the current year who meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	**X**	**0**
Performance Ratings	**Measure 6.2 [CCR] – 1 Point: From FY21 to FY23, the aggregate percentage of students with an attendance rate of 51%-89% or higher for the year (up through February 28) who are approaching target or proficient (meets and exceeds) on the MCA assessment will be at least 45%.**		**Result:** 1/45 = 2.2%
Exceeds Target (x 1.5)	The aggegrate percentage of students with an attendance rate of 51%-89% in the current year who approach, meet or exceed the MCA assessment is at least 55%.		
Meets Target (x1.0)	The aggegrate percentage of students with an attendance rate of 51%-89% in the current year who approach, meet or exceed the MCA assessment is at least 45%.		

Approaches Target (x0.5)	The aggegrate percentage of students with an attendance rate of 51%-89% in the current year who approach, meet or exceed the MCA assessment is at least 35%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	**X**	**0**
Performance Ratings	**Measure 6.3 [CCR] – 3 Points: From FY21 to FY23, the school's aggregate proficiency rate on MCA math assessment for students in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 11).**		**Result:** 4.8 (TAM) - 4.6 (Alt schools) = 0.2
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.	**X**	**3**
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 6.4 [AGC] – 3 Points: From FY21 to FY23, the school's aggregate proficiency rate on the MCA math assessment for students in the Free/Reduced Priced Lunch subgroup in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (7-8 & 11).**		**Result:** 4.0 (TAM) - 3.6 (Alt schools) = 0.4
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.	**X**	**3**
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 6.5 [AGC] – 3 Points: From FY21 to FY23, the school's aggregate proficiency rate on the MCA math assessment for students in the Special Education subgroup in grades 7-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (6-8 & 11).**		**Result:** 6.3 (TAM) - 0.3 (Alt schools) = 6.0
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.	**X**	**3**
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
11	**9**	**81.8%**

Analysis: The school demonstrated moderate performance on Math Proficiency Indicators in FY21. While proficiency rates are higher amongst students with greater attendance, even the aggregate of students with over 90% attendance still fell far short of the goal, and far lower than reading. When compared to the aggregate of alternative schools throughout Minnesota, however, TAM's proficiency rate was equal to or greater for both the all student, free and reduced price lunch and special education student groups.

Indicator 7: Science Proficiency — 9 Points

School Goal: Over the period of the contract, students at TAM will demonstrate proficiency in science as measured by state accountability tests and curriculum-based assessments.			
Performance Ratings	**Measure 7.1 [CCR] – 1 Point: From FY21 to FY23, the aggregate percentage of students (grades 8, HS) with an attendance rate of 90% or higher for the year (up through February 28) who are proficient (meets and exceeds) on the MCA science assessment will be at least 55%.**		**Result:** 1/7 = 14.3%
Exceeds Target (x 1.5)	The aggegrate percentage of students with an attendance rate of 90% or greater in the current year who meet or exceed the MCA science assessment is at least 65%.		
Meets Target (x1.0)	The aggegrate percentage of students with an attendance rate of 90% or greater in the current year who meet or exceed the MCA assessment is at least 55%.		
Approaches Target (x0.5)	The aggegrate percentage of students with an attendance rate of 90% or greater in the current year who meet or exceed the MCA assessment is at least 45%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	**X**	**0**
Performance Ratings	**Measure 7.2 [CCR] – 1 Point: From FY21 to FY23, the aggregate percentage of students (grades 8, HS) with an attendance rate of 51%-89% or higher for the year (up through February 28) who are approaching target or proficient (meets and exceeds) on the MCA science assessment will be at least 45%.**		**Result:** 1/5 = 20%
Exceeds Target (x 1.5)	The aggegrate percentage of students with an attendance rate of 51%-89% in the current year who approach, meet or exceed the MCA assessment is at least 55%.		
Meets Target (x1.0)	The aggegrate percentage of students with an attendance rate of 51%-89% in the current year who approach, meet or exceed the MCA assessment is at least 45%.		
Approaches Target (x0.5)	The aggegrate percentage of students with an attendance rate of 51%-89% in the current year who approach, meet or exceed the MCA assessment is at least 35%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	**X**	**0**
Performance Ratings	**Measure 7.3 [CCR] – 3 Points: From FY21 to FY23, the school's aggregate proficiency rate on MCA science assessment for students in grades 8 and HS will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (8, HS).**		**Result:** 12.1 (TAM) - 8.7 (Alt schools) = 3.4
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.	**X**	**3**
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 7.4 [AGC] – 2 Points: From FY21 to FY23, the school's aggregate proficiency rate on the MCA science assessment for students (grades 8, HS) in the Free/Reduced Priced Lunch subgroup in grades 6-8 and 10 will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (grades 8, HS).**		**Result:** 12.5 (TAM) - 6.9 (Alt schools) = 5.6
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.	**X**	**2**
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		

Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 7.5 [AGC] – 2 Points: From FY21 to FY23, the school's aggregate proficiency rate on the MCA math assessment for students (grades 8, HS) in the Special Education subgroup in grades 8 and HS will be greater than that of the aggregate of alternative schools in Minnesota for the same grades (grades 8, HS).**		**Result:** 9.0 (TAM) - 7.6 (Alt schools) = 1.4
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above aggregate of alternative schools in Minnesota score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the aggregate of alternative schools in Minnesota score.	**X**	**2**
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the aggregate of alternative schools in Minnesota score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
9	7	77.8%

Analysis: The school demonstrated moderate performance on Science Proficiency Indicators in FY21. While proficiency rates are higher among students with greater attendance, even the aggregate of students with over 90% attendance still fell far short of the goal. When compared to the aggregate of alternative schools throughout Minnesota, however, TAM's proficiency rate was equal to or greater for both the all student, free and reduced price lunch and special education student groups.

Indicator 8: Proficiency in Other Curricular Areas

0 Points

School Goal: None selected.

Indicator 9: Post-Secondary Readiness

21 Points

School Goal: Over the period of the contract, students at TAM will demonstrate readiness for post-secondary success.			
Performance Ratings	**Measure 9.1 [GRAD] – 7 Points: From FY20 to FY23, the aggregate 4-year graduation rate will be at least 75.0%.**		**Result:** 83.3%
Exceeds Target (x 1.5)	The aggregate 4-year graduation rate is at least 85.0%.		
Meets Target (x1.0)	The aggregate 4-year graduation rate is at least 75.0%.	**X**	**7**
Approaches Target (x0.5)	The aggregate 4-year graduation rate is at least 65.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 9.2 [GRAD] – 7 Points: From FY20 to FY23, the aggregate 7-year graduation rate will be at least 80.0%.**		**Result:** 72.0%
Exceeds Target (x 1.5)	The aggregate 4-year graduation rate is at least 90.0%.		
Meets Target (x1.0)	The aggregate 4-year graduation rate is at least 80.0%.		
Approaches Target (x0.5)	The aggregate 4-year graduation rate is at least 70.0%.	**X**	**3.5**
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	**Measure 9.3 [GRAD] – 7 Points: From FY20 to FY23, the school's aggregate 7-year graduation rate will be equal to or greater than that of the aggregate of alternative schools in Minnesota.**		**Result:** 72.0% (TAM) - 60.7 (Alt schools) =11.3
Exceeds Target (x 1.5)	The school's aggregate graduation rate is at least 10.0 percentage points above the aggregate of alternative schools in Minnesota.	**X**	**10.5**

Meets Target (x1.0)	The school's aggregate graduation rate is equal to or greater than that that of the aggregate of alternative schools in Minnesota		
Approaches Target (x0.5)	The school's aggregate graduation rate is within 10.0 percentage points of the aggregate of alternative schools in Minnesota.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
21	21	100.0%

Analysis: The school had strong performance on Post-Secondary Measures in FY20 and FY21. The aggregate 4 year graduation rate was 83.3%, and while the state's FY21 numbers have yet to be released, this likely approaches the state percentage. The school's 7-year graduation rate exceeds the aggregate of alternative schools in Minnesota by 11.3%, exceeding standard. However, the 7-year graduation rate fell below the target.

Indicator 10: Attendance

6 Points

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

Performance Ratings	**Measure 10.1 – 2 Points: From FY20-23, the average of the school's annual consistent attendance rates is equal to or greater than that of the state.**		**Result:** 59.1 (TAM) - 85.3 (State) = -26.2
Exceeds Target (x 1.5)	The average of the school's consistant attendance rates is 5 percentage points greater than that of the state.		
Meets Target (x1.0)	The average of the school's consistant attendance rates is equal to or greater than that of the state.		
Approaches Target (x0.5)	The average of the school's consistant attendance rates is within 5 percentage points of the state.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	**X**	**0**

Performance Ratings	**Measure 10.2 – 4 Points: From FY20-23, the average of the school's annual consistent attendance rates is equal to or greater than that of the aggregate of alternative schools in the state.**		**Result:** 59.1 (TAM) - 34.2 = 24.9
Exceeds Target (x 1.5)	The average of the school's consistant attendance rates is 5 percentage points greater than that of alternative schools in the state.	**X**	**6**
Meets Target (x1.0)	The average of the school's consistant attendance rates is equal to or greater than that of alternative schools in the state.		
Approaches Target (x0.5)	The average of the school's consistant attendance rates is within 5 percentage points of alternative schools in the state.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
6	6	100.0%

Technical Academies of Minnesota
FY19 – FY21 Financial Performance Evaluation
Contract term: July 1, 2018-June 30, 2022

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

Technical Academies of Minnesota (TAM) is a school founded in 2012 and currently has two sites—CHOICE (Owatonna) and DREAM (Willmar) and with the ability to serve up to 400 students across four sites in total. The TAM board reviews financial statements at each meeting for the entire district and both sites individually, and a Finance Committee at each site manages that building's budget.

In December 2020, TAM's current authorizer issued a notice of non-renewal, indicating the authorizer intended to non-renew the school's contract at the end of the 2020-21 school year and the school would close. Reasons for the non-renewal included:

- Failure to meet requirements for pupil performance.
- Substantial deviation from the school's mission and program model.
- Failure of the charter school board to perform its governance responsibilities.
- Other good cause, which includes intervention over the course of the contract and that "the mission, vision and authorizing processes of IQS do not align with the expectations and needs of TAM."

None of the reasons cited for nonrenewal in the notice related to financial management or health. In fact, IQS's FY21 Annual Review of the school indicated no concerns or opportunities for improvement related to finance and the school earned a 3.8/4 rating on the finance indicator. The purpose of this particular evaluation is to provide a view of the schools financial standing.

Osprey Wilds has no significant concerns about the school's financial management. The TAM board regularly reviews and approves quality financial statements from its financial service provider, BerganKDV. Review of check registers raises no concerns about appropriate use of public funds. The school has had no audit findings related to internal controls, which can be especially challenging for small districts. Finally, the school received the MDE School Finance Award in each of the last three years.

Given the school's healthy cash position, the board must take a strategic approach to long-term budgeting with a focus on sustainable and strong student outcomes and to address other areas of growth identified in the change in authorizer evaluation.

Summary of Financial Performance

Financial Statements – Three-year Summary			
	2019	**2020**	**2021**
Balance Sheet			
Cash	$410,237	$481,019	$1,283,430
Current Assets	$573,774	$824,435	$1,375,428
Non-Current Assets	$69,352	$89,500	$71,992
Total Assets	$643,126	$913,935	$1,447,420
Current Liabilities	$146,801	$173,655	$226,146
Non-Current Liabilities	$0	$0	$273,667
Total Liabilities	$146,801	$173,655	$499,813
Net Assets	$496,325	$740,280	$947,607
Income Statement (All Funds)			
Total Revenue	$1,891,493	$2,219,610	$2,287,428
Total Expenditures	$2,049,180	$1,995,803	$2,062,590
Loan Proceeds & Sale of Equipment	$22,000	$0	$273,697
Surplus (Deficit)	-$135,687	$223,807	$498,502
Total Fund Balance	$426,973	$650,780	$1,149,282
Total Unrestricted General Fund Balance	$396,612	$592,119	$1,106,624
Enrollment Information – Pupil Units (P.U.)			
Budgeted Enrollment	130	126	130
Actual Enrollment	131.79	148.13	144.93
Maximum Total Enrollment (number of students) *Per section 6.5(a) of the charter contract*	200	200	200

**Based on unaudited FY21 year-end financial statements provided by the school*

Financial Performance Evaluation –Summary			
Management Indicators	**2019**	**2020**	**2021**
Budgeting			Meets
Financial Policies and Practices			Meets
Financial Reporting			Meets
Financial Audit	Meets	Does Not Meet	Meets
Near-Term Indicators			
Current Ratio	3.91	4.75	6.08
Days Cash on Hand	57	85	190
Enrollment Variance	101.4%	117.6%	96.1%
Sustainability Indicators			
Fund Balance Percentage	20.9%	32.8%	55.7%
Total Margin/Aggregated Three-Year Total Margin	-7.2%/NR	10.1%/2.1%	21.8%/9.2%
Debt to Asset Ratio	0.23	0.19	0.35

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
7.1% = ($ 2,561,095 - $ 2,390,332) ÷ $ 2,390,332

Expenditure Variance = (Actual Expenditures – Projected Expenditures) ÷ Projected Expenditures
-10.0% = ($ 2,062,593 - $ 2,290,634) ÷ $ 2,290,634

Analysis
In its change in authorizer application, the school stated:

> Each TAM site Finance Committee begins planning the annual budget in January or February with guidance from the financial management company, BerganKDV. A budget is developed and brought forth to the staff. The staff approves the suggested budget which is then brought forth to the TAM Board no later than May for final review and approval.
>
> Each TAM site Finance Committee monitors school expenditures and revenues weekly at their meeting. The TAM Board Finance Committee meets monthly to monitor school expenditures and revenues and brings recommendations to the TAM Board at the monthly meeting. The TAM Board reviews financials monthly at each board meeting to monitor revenues and expenses related to the budget.

Meeting minutes provide evidence the board approved budgets prior to June 30 and reviews and approves quality financial statements from its financial service provider, BerganKDV.

In FY21, revenue variances were a bit high but that appears to be from obtaining a PPP loan. In addition, state funding was lower than expended but federal funding was higher. Expenditure variance were also quite high but it appears TAM had some staffing difficulties as they were considerably lower than budgeted along with less state SpEd expenses and instructional supplies.

Given its strong short and long-term financial position, the school's performance on this indicator area meets standard.

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
The school has posted on its website the following board-approved financial-related policies:

- Contracting/Purchasing Policy
- Fund Balance Policy
- Credit Card Policy
- Conflict of Interest Policy
- Electronic Funds Transfer Policy
- Group Health Insurance Policy (statutorily required if the school provides group health insurance coverage)

The school does not appear to have in place the following:

- Contributions and Fundraising Policy (this policy is not statutorily required but required by the OW contract)

- Assessing Student Fees Policy (statutorily required if the school charges fees for textbooks, workbooks, and library books)

In its response to this evaluation, the board indicated that it would begin drafting these policies for consideration by the board at its December 2021 meeting.

Review of check registers raises no concerns about appropriate use of public funds. The school has had no audit findings related to internal controls, which can be especially challenging for small districts. In its change in authorizer application, the school described its internal controls:

> Strong internal controls are maintained at the site level by the Finance Committee. A separation of duties is established at each site to ensure compliance with our auditing practices. One person is responsible for collecting money, another person is responsible for depositing money, and yet another person is responsible for paying bills. Likewise, only a couple of people from each school site have access to a school credit card. The credit card statements are reviewed and paid monthly by our office manager after a person from the Finance Committee signs off on the financial spreadsheet that is submitted to BerganKDV for payment.

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.

☐ **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 received the MDE School Finance Award, which recognizes schools for meeting statutory deadlines for submission of audited fiscal financial data and reporting criteria, in each of the last three years.

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 FY19 annual audit included an unqualified ("clean") opinion with no findings and no concerns identified about the school's financial operations.

The school's FY20 annual audit included an unqualified ("clean") opinion; however, it did have one significant finding related to Collateral Coverage, indicating the school's bank balance was over the FDIC insurance maximum. The audit stated the school developed a Corrective Action Plan (CAP) to address the issue, which was resolved in FY21.

The school's FY21 annual audit included an unqualified ("clean") opinion with no findings and no concerns identified about the school's financial operations.

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

6.08 = $ 1,375,428 ÷ $ 226,146

☒ **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 is strong and is well above the standard, which indicates that 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):
227 days = $ 1,283,430 ÷ [($ 2,080,101 – $ 17,508) ÷ 365]

December 31 of current fiscal year:
153 days = $ 866,200 ÷ [($ 2,080,101 – $ 17,508) ÷ 365]

190 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
Over the course of the last three years the school's days cash on hand has substantially increased from an approximate 57 days to 190 days at FY21 year-end. Part of that is reasoned to be from extra federal funding for pandemic responses combined with decreased expenditures. This indicates the school is well positioned to handle any unexpected occurrences that may arise and is well above standard for this measure.

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
96.1% = 123 ÷ 128

☒ **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
Financial statements prepared for the school by BerganKDV include an overview of average daily membership (ADM) that compares budgeted to actual for the district as a whole and both sites.

The school takes a conservative approach to budgeting and has had an enrollment variance that meets standard (meaning the school accurately forecast its enrollment) in each of the last three years. It is however, very important that budgeted enrollment be clearly indicated on all budgeting documents as this is the basis for estimating funding and that was not visible in most financial documents submitted to OW.

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

55.7 % = $ 1,149,282 ÷ $ 2,062,590

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 fund balance grew by almost 50% in the last three years. The general fund balance was over one million dollars or at 55.7% in FY21, partially due to receiving COVID relief funds. This meets standard for this measure. Given the school's healthy cash position, the board must take a strategic approach to long-term budgeting with a focus on sustainable and strong student outcomes.

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
21.8% = $ 498,502 ÷ $ 2,287,398

Aggregated Three-Year Total Margin = Total Three-Year Surplus (or Deficit) divided by Total Three-Year Revenue
9.2% = $ 586,622 ÷ $ 6,398,501

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 increased both the aggregated and total margins from FY20. This is a result of the growth in fund balance and days cash on hand. The school has had mostly positive numbers in this area and the school's performance in FY21 on this indicator area meets standard.

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

0.35 = $ 499,813 ÷ $ 1,447,420

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 was 0.35 in FY21. The increase from FY20 is from the receiving of a Payroll Protection Loan that will most likely be forgiven in the next fiscal year. This meets the standard for this measure. This does not include any long-term liabilities related to TRA and PERA.

Osprey Wilds Environmental Learning Center
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.**

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

Summary Discussion

Overall, Technical Academies of Minnesota (TAM) has demonstrated fidelity to its mission and vision as well as the primary and additional statutory purposes described in its charter contract based on evidence gathered from site visits, interviews with students, parents/families, board members, staff, and review of key documents, over the course of the change in authorizer evaluation period.

The TAM educational program is based on four key aspects: project-based learning, authentic assessments, a small learning community, and a staff-powered school. Generally each of these aspects is implemented with fidelity across both sites continues to be iterated in response to student needs. The school continues to strive for greater rigor and consistent quality of instruction across its two sites.

Based on a board meeting observation and review of several years of board meeting minutes, the school board has generally demonstrated the capacity to effectively govern a charter school although some elements are still emergent, especially related to consistency between the two sites. The board carries out its functions consistent with bylaws and statute, including MN §13D, Open Meeting Law.

Although meeting minutes do not indicate the board is monitoring the school's progress toward its contractual academic goals, it does appear that the school is responding to student achievement data via its committee structure and other actions at the board level. The board adopted a strategic plan that articulates specific goals related to academic achievement and board meeting agendas include a school improvement plan that incorporate a plan for staff development aligned to project-based learning.

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, including the Lottery Policy, Crisis Management Policy, evaluation policies and processes for school management, insurance, and annual reports.

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:
Technical Academies of Minnesota (TAM) offers students in grades 7-12 a personalized learning program, with a focus on career preparedness, college readiness, and community partnerships and opportunities. These methods are to serve the school's mission which is to provide a student-directed learning environment that is challenging, democratic, reflective, joyful and hopeful. Key to the mission and vision is providing an educational program that is tailored to student's unique developmental needs and is student directed.

Interviews with parents and students provide evidence that the school is adhering to its mission of providing a personalized learning program for students and that students are able to focus on career preparation. Students report finding a school that fits their needs, and a program that allows them to "push ourselves forward and tailor our learning." The students also recognize the role that advisors and other staff play in keeping them on the path to graduation by regularly checking in on student progress. The school has a graduation rate that far exceeds alternative schools throughout the state of Minnesota and approaches within 10 percentage points of the overall statewide graduation.

In addition to the school's primary statutory purpose, the school implements the following additional purposes through the educational philosophy articulated above:

- Encourages the use of different and innovative teaching methods through the implementation of project based learning. Each student's educational program is tailored to their interests and addresses the standards in innovative ways.
- Measures learning outcomes and creates innovative forms to measure outcomes. In order to ensure that the educational program addresses student's unique needs, the school uses a variety of assessment tools beyond the standard MAP assessment from NWEA. Students

take, and the student body is monitored for its results on, the Hope Survey. Students also are scored on a Life Skills rubric that was locally developed.

- Establish new forms of accountability for schools: TAM created a Local Advisory Council at each site, comprised of parents, community members, students and staff. The Local Advisory Council meets monthly to hear reports for the site committees and to provide feedback on all operations of the school. The Local Advisory Council also reviews and holds the schools accountable for the affidavit and the district goals to ensure the school is following all the protocols as outlined.
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site: TAM is a teacher-powered school and does not employ any administrators. All staff members have autonomy and authority to make final decisions at our school sites. Every staff member has a voice through the democratic process used for voting which includes using a "fist to three" procedure with a "3" being fully in support and you will do everything to support it, a "2" being you support it, "1" being you don't fully support it, and fist which blocks the motion. If any staff ever blocks a motion, the staff member must come up with an alternative idea for a motion.

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
- ☐ 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:
At both the DREAM and CHOICE campuses, the educational program includes:

- Small Learning Community (Advisory Based): Every student has an academic advisor that is assigned to 15-22 students in total. Students are given individual time daily to meet with their advisor who supports their project design from start to finish. Discussions with advisors and students confirm that the advisories meet daily, and that advisors work one on one with students to monitor their progress toward their individualized learning plan and meeting standards for graduation. Students report having a good rapport with their advisor and feeling that their learning is monitored and supported by their advisor's involvement.

  In addition, advisories were observed to be meeting and working on projects like candle making, picnic bench construction and puzzling through a true crime mystery. The function of the advisories is to address the social emotional needs of students, to build community, and to have an educational component. While the advisories were quite diverse in focus, students were engaged and there was a general collegial atmosphere.

- Project-Based Learning is self-directed. Students work through the Minnesota State Standards required for graduation by proposing projects that require application and mastery of the standards. These projects and their completion are monitored and evaluated through Headrush, a project management software program. Students develop project proposals, link to the standards to be mastered in the project, and outline the evaluation tool to be used to assess their mastery. This proposal is presented to the advisor for approval prior to starting the project. Headrush ensures that work aligns with each student's Personal Learning Plan. The plan is monitored regularly by staff and students.

  In the student interview, students were able to show OW evaluators the Headrush platform, and explain how they use it to monitor their progress, as well as to determine what standards they have completed and what standards are outstanding. There is evidence that the learning is self-directed and that the students are on track to graduate.

  While most standards are addressed through independently proposed projects, staff do host seminars to address standards that are more difficult to incorporate into projects. Math standards are specifically addressed via teacher-led seminars for students to access.

- Authentic Assessments: A key component of a student's project-based learning proposal is the development of an evaluation rubric. These rubrics are designed to demonstrate mastery of standards and subject matter, and are unique to a student's educational program. In interviews with students, they were able to clearly articulate the function of the evaluation rubrics and their role in the project design process. Rubrics are then reviewed, amended, and approved by staff prior to the start of a project.

- Staff-Led (Powered) School design gives staff a chance to demonstrate how they can lead the operations of the schools. Each staff member selects two committees in which the staff member feels they have gifts and talents to contribute. Committees include Personnel, Finance, Operations, Marketing, Curriculum and School Climate and Culture. Each committee has a mission statement and a list of tasks to be completed throughout the year. Each committee meets weekly to address issues as they arise and to divide up the duties among the members that need to be completed during a specific time period.

  Staff interviews reveal the weight on the administrative functions on key members. OW evaluators were concerned that the structure did not seem to be as well defined as presented in the school's application materials, and were unsure that there were structures

in place to avoid accountability gaps. While maintaining the teacher-led school model, evaluators would suggest the school consider a more clearly defined administrative structure.

In the site observation and interviews at CHOICE, it was hard to identify defined instructional leadership at the site. There seemed to be no system for ensuring rigorous standards, in that TAM staff were unable to consistently articulate how rigorous standards are achieved for all students. Staff did talk about the data obtained by NWEA testing, as well as the Hope Survey and Life Skills Rubric as data that they shared with students and used to inform the project proposals. The school would benefit by developing a more formalized system for instructional leadership and establishing rigor frameworks that could standardize expectations across the two campuses and through staff changes.

In comparison, the academic program seems slightly more developed at the DREAM site in Willmar. (Both of the school founders work at this site and it opened first.) Expectations related to project-based learning are generally consistent across advisors with the exception of math, in which teaching and learning is very traditional. At the time of the site visit in October 2021, the site was gearing up for professional development later in the month related to focus on the process of projects, assessments, and building inter-rater reliability to ensure consistent project evaluation rubrics. Advisors noted that using data in the context of project-based learning has been a steep learning curve, and while this is a focus of professional development it also requires ongoing support to read and respond to data, especially within the context of projects.

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

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:
Interviews with the special education staff and the special education director indicate that students are being identified and provided services as required. The school struggles with the administrative paperwork and having systems to ensure that students are provided a timely evaluation – particularly if spanning over the summer. The school sites also struggle with ensuring that both sites have the special education service providers that each needs given their locations in greater Minnesota. While these are areas of growth for the school, they were not a material concern of the special education director and special education teachers (and parents of special education students interviewed) indicate that students are supported to reach their academic, social, emotional, and other goals.

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:
Although the school has a plan to identify students who might qualify for EL services, there are currently no students enrolled at TAM who fit those criteria.

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:
TAM's FY21 Scorecard notes that the school Academic Committee has created a student/family survey to be distributed quarterly. The areas of safety, acceptance, and learning are measured. Parents at DREAM were highly satisfied with the school stating, "Of the 35 parents who responded, the results for the 2020-2021 Parent Survey include: 97% of the parents feel their child is safe at school. 100% of the parents are satisfied with their acceptance of their child. 100% are satisfied with the learning experience for their child."

The scorecard also reported data from DREAM that "Of the 29 students who responded, the results of the student survey for the 2020-2021 school year include: 96% of the students are satisfied with the level of safety at school. 96% of the students are satisfied with the acceptance they feel at school. 96% of the students are satisfied with learning experience at school."

Later the FY21 Scorecard reports that for the student satisfaction survey, "We received 30 responses out of 58 students, at our final end of school year assessment, 93% rated very satisfied (5) in Acceptance, In Safety 100% of students rated very satisfied (5) and in learning 95% rated very satisfied (5) this was based on a scale of 1-5. If both Satisfied and Very satisfied were used, then these numbers would be over 98%... Parent survey results for the end of the school year were as follows: 20 families completed the survey out of 50 families sent the survey. In the area of safety 90% of Families rated us a (5) very satisfied, in acceptance 95% rated us a (5) very satisfied, in

learning 90% rated us (5) very satisfied. Ratings based on a 1-5 scale if both satisfied and very satisfied were used the numbers would all exceed 95%." It is unclear if these results are from CHOICE or are different results for the DREAM survey.

In any future contract period, the school will be required to include data from these surveys in statutorily required annual reports in compliance with statute and contractual requirements.

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:
The TAM board's current composition complies with statute does not comply with its bylaws. The bylaws require the school have one parent from each site, one teacher from each site, and a community member. The chair noted the school does not currently have a parent from CHOICE. At its October 26, 2021 meeting, the board indicated it is recruiting to fill this role.

Per MN §124E.07 subd. 7, "The school shall include in its annual report the training each board member attended during the previous year." As noted in Section 6.1 of this evaluation, the school did not complete a statutorily mandated annual report in any of the last three years (beyond a WBWF Summary for MDE) and as a result did not publicly report this data. However, in its change in authorizer application to OW, the school indicated that all board members have completed statutorily required initial training. To monitor annual training commitments, "All training certificates must be sent to the board chair upon completion and the documentation is added to an ongoing board member information document where accountability is tracked and maintained."

In its response to this evaluation, the school provided this documentation and OW verified that 3/5 current board members have participated in initial and annual training. The other two members were seated in September 2021 and October 2021 and have not started their initial training. (Per statute, this must be started within six months of election / appointment to the board.)

The FY22 school elections were held consistent with statute and bylaws. At its August 24, 2021 meeting the board approved a "Resolution Relating to The Election of School Board Members and Calling the School District General Election" which outlined the process for holding the election in conjunction with the school's annual meeting on October 26, 2021. As part of its transfer evaluation process, an OW evaluator observed that meeting at which the TAM board canvassed and approved TAM board election results and new members were seated.

Per Article VII, Section 2 of the school's bylaws, "The officers of the Corporation shall be elected by the Board of Directors at its annual meeting." An OW evaluator observed and draft minutes from the October 24, 2021 meeting indicate the board elected a chair, vice chair, recorder, and treasurer in accordance with the bylaws, MN §317A.301, and board policy 200: School Board Officers.

The board must ensure that conflicts of interest are identified at each board meeting on relevant agenda items. While statute does not stipulate frequency, best practice to support transparency is to first ensure there are no conflicts in accordance with MN §124E.07 subd. 3 and MN §124E.14, and then asking for a declaration of all conflicts of interest at every meeting. A well-developed and detailed agenda will support board members to identify conflicts (and potential conflicts) as they arise.

Charter schools are statutorily mandated to conduct background checks "on employees and other individuals who provide services to the school…" per MN §123B.03 Subd. 1(e). This does not include board members (beyond teachers). However, it is an effective practice and Section 6.20 of the OW contract requires:

> 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.

The school provided documentation that it has conducted background checks on all but one board member, a community member who was seated in October 2021. In addition the board plans to consider a background check policy at its December 2021 meeting.

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:
Review of board meeting minutes indicates they are complete and clear enough for a person who did not attend the meeting to clearly understand the board's actions, although documentation of discussion and deliberation could include additional detail. The board's approach to posting the entire board packet online (and linked within the agenda) also supports transparency and helps the school comply with data access requirements, especially in a virtual setting.

The board generally complies with MN §13D, Open Meeting Law, and a review of board meeting minutes over the course of the past year indicate very few, if any, violations. Because the school has multiple sites, the board has been meeting virtually between the two for several years and was well-equipped to transition to this model fully when the Covid-19 pandemic began.

Review of board meeting minutes indicate the board receives updates from both sites at each board meeting, typically aligned to the school's committee structure. The board also reviews committee reports, including Academic Excellence, Governance, Finance, and Expansion (although this committee is on hold as the school seeks a new authorizer). The minutes from the Academic Excellence Committee meetings include the school's four academic goals and state that the committee reviews the school's progress toward its goals. However, no data is included in the minutes and it does not appear that the full board is specifically monitoring data for progress toward contractual academic goals with consistency. Given the statutorily mandated primary purpose of charter schools is to improve all pupil learning and all student achievement, and charter

renewal is based primarily on a school's attainment of its academic and academic-related goals, it is important that the board know where the school is in relation to these goals at all times.

Although meeting minutes do not indicate the board is monitoring the school's progress toward its contractual academic goals, it does appear that the school is responding to student achievement data via its committee structure and other actions at the board level. The board adopted a strategic plan that articulates specific goals related to academic achievement and board meeting agendas include a school improvement plan that incorporate a plan for staff development aligned to project-based learning. (It appears this is also in response to feedback from the school's authorizer. Regularly monitoring progress on contractually mandated performance improvement plans is an effective practice.)

OW reviewed the board policies posted on the TAM website. The school is missing several statutorily required policies:

- Employee and Service Provider Background Check Policy (MN §123B.03 Subd. 1(e))
- World's Best Work Force Policy (MN §124E.03 Subd. 2(h)i)
- Student Fees Policy (required if the school charges fees for textbooks, workbooks, and library books) (MN §123B.37 / MN §124E.03 Subd. 2(c))

In its response to this evaluation, the school indicated the board would begin drafting these policies for consideration by the board at its December 2021 meeting.

The board may also consider adopting a policy review cycle to revisit these policies on a regular basis in order to ensure the policies document the expectations of the board and that there is no overlap, repetition, or otherwise confusing areas for misinterpretation. For example, Policy 515, Admission Policy and Policy 517, Enrollment Policy could be merged into one policy since they state essentially the same thing. The school has multiple non-discrimination policies and it is not clear if they are serving multiple purposes or could be streamlined for greater clarity. In addition, the school's wellness policy states it will "ensure compliance within the school's food service areas" although the school does not participate in the National School Lunch Program.

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:
In its change in authorizer application, the school stated:

> TAM is a staff-led school with no administrative positions. At TAM, staff take on professional practice roles, controlling the decisions that directly affect school operations and student learning. The staff make decisions as a group and participate on committees, some of which have administrative duties.

Each member of school staff is evaluated individually based on their job description, but the board has not established guidance, qualifications, or an evaluation process for the staff-powered structure. As a result, the board does not evaluate the effectiveness of the school's structure on student achievement, contractual goals, or other indicators of success, the impact of committees (which are also charged with carrying out much of the work described in statute), or identify the key successes and areas for improvement of the distributed leadership model as a whole. While it may not be individuals that hold the administrative, supervisory, or instructional leadership roles at the school, they are still required functions of the school and the board is accountable for ensuring those are carried out with fidelity.

The board must develop a policy and process for evaluating its staff-led structure to ensure these essential duties are carried out in accordance with statute and the expectations the board has set for the staff-led school. This process should incorporate accountability for student achievement and the academic outcomes identified in the school's contract.

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

Analysis:
Evidence from site visits and student/parent surveys referenced in Section 1.6 indicate that the physical space is safe.

CHOICE contracts with Owatonna to provide bussing to students. According to the school website, DREAM "provides limited transportation to those who live within the city of Willmar only. We currently have two 9 passenger vans. The CCT Bus brings several of our students every day from Olivia. Some of our families are willing to carpool from other towns."

It should be noted that MN §124E.15(c) states, "If a charter school elects to provide transportation for pupils, the charter school must provide the transportation within the district in which the charter school is located." If the Willmar Public Schools district goes beyond the borders of the City of Willmar, the school must provide transportation to students that live in those areas as well.

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:
TAM has developed and adopted a crisis management policy, in accordance with MN state statute. However, the policy adopted doesn't currently meet all requirements under state statute and therefore does not comply. According to MN§121A.035 Subd.2, the policy must include at least five school lockdown drills, five school fire drills consistent with section 299F.30, and one tornado drill. The school will be required to bring its current crisis management plan into compliance with statute prior to any future contract period.

According to the FY22 Student Handbook, "CHOICE does not have a school nurse on site. Medication and basic first aid are administered by school office staff. Students who need to take medication during the school day must complete a Medication Administration form and have the form signed by a doctor. All medications will be administered in the Main Office and must be brought to school by parents/guardians. Students may not carry medication at school." Medications are kept locked in the office with office staff and there is a protocol for recording medication distribution. Students are allowed to keep over-the-counter medications with them so long as a parent has returned a signed permission form authorizing students to take the medicine as needed.

One required revision to the school's current practices is related to the school's process for handling and storing refrigerated prescription medications. The school must acquire and designate a lockbox for the medications that need to be refrigerated or install a lock on the refrigerator.

The school does not participate in the National School Lunch Program, although it serves a significant population of students who are entitled to receive benefits under this program. One staff member noted on the site visit that the school is planning to pursue participation although application submission has been put off due to other concerns related to the pandemic and distance learning. The school should consider pursuing this option as it would greatly benefit its student population in terms of health and achievement, but it could also help support enrollment.

Evidence from student and parent satisfaction surveys referenced in Section 1.6 indicate that students and parents perceive the school provides a safe learning environment.

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:
In practice, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the admission and enrollment rights of students. However, the school's admissions policies (including enrollment and lottery) are non-compliant with statute:

- Statute requires the school give preference to all foster siblings of the pupil's parents, not just those "in 'long-term' placement within a foster-care situation" (as indicated by TAM's policy).
- The policy must be updated to include language clarifying withdrawal and expulsion in accordance with statute: "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."
- Section III(A) states, "A completed enrollment application is required in order to be included in the annual lottery and/or be placed on the waiting list." By law, you cannot gather this information from families at the registration phase. Per MDE, in the application phase the school can request only the student's name, name of parent or guardian, contact information, and the grade or program for which the student is applying.

The school will be required to make these revisions to its policy prior to any future contract period.

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:
TAM has its policies listed on its website, including student discipline, anti-bullying and anti-hazing, and several non-discrimination policies. The school publishes a student handbook that is available on the school's website that outlines rights and responsibilities of students. As evidenced by the school policies, handbooks, and website, the school substantially honors due process and privacy for all students.

OW has no evidence that the school has failed to honor due process and privacy for all students.

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

Analysis:
Per the document submitted to OW as part of the school's change in authorizer application titled "Current Staff," both schools employ educators with pending or expired licenses.

At DREAM, 3 out of 11 positions listing a file folder (rather than N/A) are either expired or pending.

The following licenses are expired:
Randy Allen Haakenson: Advisor 456394
Amanda Mae Coleman: Special Education Advisor 514787

The following licenses are pending:
Ashley Lucas Advisor Pending

At CHOICE, 3 out of the 7 positions listing a file folder (rather than N/A) are pending, expired, or inappropriately licensed.

Joshua Vanyo: Advisor –Pending
Light Love: Advisor -Pending
Hannah Nelson: Advisor 1005151- current license for K-6

In its response to this evaluation, the school indicated it is working with PELSB to obtain licensure for the advisors at CHOICE. The school did not provide a response regarding the currently unlicensed teachers serving as advisors at DREAM.

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:
The school does not publicly report on staff retention. However, in the World's Best Workforce Summary, the school stated, "We continue working on improving retention of all staff members. Retention strategies that DTA [DREAM Technical Academy] is implementing include a staff-to-staff mentoring program, as well as the creation of a teacher's job rubric to help staff understand the duties and expectations of their role." In response to questions about what strategies the district has initiated to improve student equitable access to experienced, in field, and effective teachers, the school responded: "TAM is working on teacher retention and Professional Development geared toward meeting the needs of our student population. We have an overwhelming number of students who score high on ACES, and low in reading and math. Teachers and support staff are trained in Restorative Justice, ACES, and how to be Trauma-Informed, to name a few. Our goals are to continue to recruit, retain, and support teachers and staff who are passionate about meeting the needs of our students."

In its response to this evaluation, the school provided the following data. The school sites are small so one or two teachers leaving each year can result in an overall retention ratio that does not meet standard. CHOICE had very high turnover three years ago but has since stabilized. DREAM has experienced high turnover in two of the last three years.

Percentage of Licensed Teachers from 2020-21 not returning in 2021-22 (non-returning teachers/total teachers from 2020-21 x 100)	20% CHOICE 71% DREAM
Percentage of Licensed Teachers from 2019-20 not returning in 2020-21 (non-returning teachers/total teachers from 2020-21 x 100)	0% CHOICE 14% DREAM
Percentage of Licensed Teachers from 2018-19 not returning in 2019-20 (non-returning teachers/total teachers from 2020-21 x 100)	100% CHOICE 42% DREAM
Percentage of staff from 2020-21 not returning in 2021-22 (non-returning staff/total staff from 2020-21 x 100)	21% CHOICE 31% DREAM
Percentage of staff from 2019-20 not returning in 2020-21 (non-returning staff/total staff from 2020-21 x 100)	13% CHOICE 33% DREAM
Percentage of staff from 2018-19 not returning in 2019-20 (non-returning staff/total staff from 2020-21 x 100)	47% CHOICE 33% DREAM

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:
The job descriptions the school creates have corollary performance rubrics indicating expectations for the various roles and criteria for exemplary performance.

The Employee Handbook for FY22 outlines in Section 3.11 the process for performance review of new employees after the introductory 3-month period. Section 5.1 of the Employee Handbook details the process for annual employee reviews as part of wage or salary increases, stating, "Increases will be determined on the basis of school financial status, performance, adherence to policies and procedures, and ability to meet or exceed duties per the job description and achieve performance goals (See Section 3.11)."

The school has a nepotism policy in place, and the school may consider how it is implemented in practice. At least two married couples work at the DREAM site. Because there is no administrative structure there are no concerns about nepotism in reporting; however, members of those couples serve on the Personnel Committee that oversees staff observations and evaluation. It might be challenging for other staff members to have frank conversations with or about their colleagues' areas for growth with a spouse in the room.

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:
The school did not provide evidence that it has completed a statutorily required annual report at any point during the current contract period beyond a World's Best Workforce Summary submitted to MDE. In each year of any future contract period, the school will be required to create an annual report that meets statutory and contractual requirements.

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

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

- Worker's compensation
- Unemployment
- Property
- Commercial general liability consistent with MN Stat. 124E.09 and MN Stat. 466.04
- Providing 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

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:
Evidence from IQS's FY21 Annual Review of TAM demonstrate that the authorizer identified no concerns pertaining to operations or finance.

Additional Information regarding Technical Academies of Minnesota

Authorizer evaluation report of TAM uncovered potential areas of growth and missing documentation. That documentation is attached here, as is our plans for dealing with the areas of Growth.
Financial Policies and practices-
Health insurance policy- is now on the website it was approved in Sept 2021 and got missed in the transition to the new website.
Contributions and fundraising- draft policy is attached we will begin approval process in Dec 2021
Student fees policy- CHOICE does not charge student fees for the indicated items. A policy will be developed in Dec 2021.

Financial Audit- will be submitted as soon as received/ presented to Board

English Learners-
Enrollment Packets attached in folder

Board composition and Capacity- document attached in folder, background check dates are in that document for Board members, results are filed at each site.

Board decision making and oversight-
Board policies-
2 different background check policy drafts are included and Board will take them up in December 2021.
Personnel and evaluation policy- no model for this was found, we may want more clarification as to what is desired in this policy we will begin drafting this is in December 2021
WBWF- no model policy was found for this a draft will be started in Dec 2021
Student fees policy is being developed in Dec 2021
Our Policy review cycle is determined each year by the Governance committee and included in their agendas and minutes, how can we improve this?

Personnel practices- Licensure
Melissa Donner- License attached
Joshua Vanyo- License in process submitted to PELSB
Light Love- License in Process submitted to PELSB
Hannah Nelson- PELSB being consulted as to how to achieve correct licensure, as she is licensed K-6.We have applied for and been approved for an experimental program waiver.

Staff Retention-

> Please provide OW with both licensed teacher and staff retention data from the past three school years (across both sites) using the table below.

Percentage of Licensed Teachers from 2020-21 not returning in 2021- 22 (non-returning teachers/total teachers from 2020-21 x 100)	**20%-CHOICE 71% - DREAM**
Percentage of Licensed Teachers from 2019-20 not returning in 2020- 21 (non-returning teachers/total teachers from 2020-21 x 100)	**0%-CHOICE 14% - DREAM**
Percentage of Licensed Teachers from 2018-19 not returning in 2019- 20 (non-returning teachers/total teachers from 2020-21 x 100)	**100%-CHOICE 42% - DREAM**
Percentage of staff from 2020-21 not returning in 2021-22 (non returning staff/total staff from 2020-21 x 100)	**21%-CHOICE 31% - DREAM**
Percentage of staff from 2019-20 not returning in 2020-21 (non returning staff/total staff from 2020-21 x 100)	**13%-CHOICE 33% - DREAM**
Percentage of staff from 2018-19 not returning in 2019-20 (non returning staff/total staff from 2020-21 x 100)	**47%-CHOICE 33% - DREAM**

Liability insurance is being updated to advised limits.

Documents - https://drive.google.com/drive/folders/1UMc1gOfpDvwDnCa7FbNvL6iRpMTTHBlh?usp=sharing

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:

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

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

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

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

EE Performance Evaluations may be completed annually or as often as deemed appropriate by 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		
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.		
Status	Caused by	Will result in
LEVEL ONE Notice of Concern	Signs of weak performance identified through routine monitoring; through implementation, compliance, or performance reviews; or by other means. Lack of progress towards meeting contractual goals. Failure to submit required documents on a timely basis. Failure to comply with applicable law or the conditions of the charter contract. Signs of poor financial health or management.	Letter from Osprey Wilds to the charter school's board of directors detailing areas of concern and action required to address concerns. *and/*or Osprey Wilds recommendation that the school develops a remediation plan.
LEVEL TWO Notice of Deficiency	Failure to meet multiple performance targets; or repeated failure to meet a single performance target. Significant failure to comply with applicable law or the conditions of the charter contract. Continued evidence of poor financial health or management.	Letter from Osprey Wilds to charter school board of directors detailing areas of deficiency and action required to address deficiency. *and/or* Requirement of a remediation plan containing specific improvement objectives, technical assistance requirements, and schedule for remedial action to be approved by Osprey Wilds.
LEVEL THREE Notice of Probationary Status	Continued failure to meet school targets or failure to meet objectives of a remediation plan. Continued failure to comply with the applicable law or the conditions of the charter contract. Severe concerns regarding the school's financial viability.	Letter from Osprey Wilds to charter school board of directors detailing reasons for probationary status and action required to address concerns. *and/*or Remediation plan imposed by Osprey Wilds. *and/*or Osprey Wilds may appoint staff or a consultant to monitor implementation of the remediation plan
LEVEL FOUR Charter Review	Failure to address the terms of Probationary Status. Extended pattern of failure to meet contractual goals and/or to comply with applicable law or the conditions of the charter contract. Severe and persistent concerns regarding the school's financial viability.	Consideration and decision by the Osprey Wilds Board to revoke or not to revoke the school's charter, or to impose lesser sanctions.
LEVEL FIVE Charter Revocation	Charter Review results in recommendation to revoke.	Commencement of charter revocation proceedings consistent with Minnesota Stat. 124E and the terms of the charter contract.

Exhibit R: Financial Statement Template & Guide

The School shall furnish 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
ASSETS				
Cash - checking				
Cash - savings				
Investments				
Accounts Receivable - due from MDE				
Accounts Receivable - due from other				
Prepaids				
Other (specify and add rows as needed)				
TOTAL ASSETS				
LIABILITIES & FUND BALANCE				
Liabilities				
Accounts Payable				
Payroll Liabilities				
Deferred Revenue				
Due to Other				
Short Term Debt				
Total Liabilities				
Fund Balance				
Unassigned Fund Balance – Previous YE				
Net Income/(Loss) – Current YTD				
Total Fund Balance				
TOTAL LIABILITIES & FUND BALANCE				

SCHOOL NAME:
PERIOD ENDING:

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

Other Expenditures			
Total Elementary and Secondary Regular Instruction			
State Special Education			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total State Special Education			
Federal Special Education			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total Federal Special Education			
Title Programs (specify I, II, or III and add rows as needed for each Title program)			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Title Programs			
Other Federal Programs (specify and add rows as needed for each program)			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Other Federal Programs			
Instructional Support Services			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Total Instructional Support Services			
Pupil Support Services			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Pupil Support Services			
Sites and Buildings			
Salaries			
Benefits			
Facilities Lease			

Purchased Services (Repairs, maintenance, utilities, other)			
Supplies and Materials			
Capital Expenditures			
Total Sites and Buildings			
Fiscal and Other Fixed Costs			
Purchased Services			
Interfund Transfer			
Total Fiscal and Other Fixed Costs			
TOTAL EXPENDITURES			
GENERAL FUND 01 - NET SURPLUS (DEFICIT)			
FOOD SERVICE FUND - 02	Approved Budget	Year -to-Date Activity	Percent of Budget
REVENUES			
State Revenues			
Federal Revenues			
Sale of Lunches and Other Local Revenue			
Transfer from General Fund			
TOTAL REVENUES			
EXPENDITURES			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Other (specify)			
TOTAL EXPENDITURES			
FOOD SERVICE FUND 02 - NET SURPLUS (DEFICIT)			
COMMUNITY SERVICE FUND - 04	Approved Budget	Year -to-Date Activity	Percent of Budget
REVENUES			
State Revenues			
Federal Revenues			
Other Local Revenues			
Transfer from General Fund			
TOTAL REVENUES			

EXPENDITURES			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Other			
TOTAL EXPENDITURES			
COMMUNITY SERVICE FUND 04 - NET INCOME			
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		
Total ADM		
Total PPU		

GENERAL FUND - 01		**Approved Budget FYXX**	**Approved Budget FYXX**
REVENUES			
State Revenues			
General Education Aid			
Facilities Lease Aid			
Special Education Aid			
Other *(specify and add rows as needed)*			
Total State Revenues		**$0.00**	**$0.00**
Federal Revenues			
Title I			
Title II			
Title III			
Title IV			
Federal Special Education			
Federal CSP Grant			
REAP			
Other *(specify and add rows as needed)*			
Total Federal Revenues		**$0.00**	**$0.00**
Local Revenues			
Donations			
Fundraising			
Miscellaneous *(specify and add rows as needed)*			
Total Local Revenues		**$0.00**	**$0.00**
FUND 01 - TOTAL REVENUES		**$0.00**	**$0.00**
EXPENDITURES			
Administration			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Other *(specify and add rows as needed)*			
Total Administration		**$0.00**	**$0.00**
District Support Services			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Supplies and Materials			
Other *(specify and add rows as needed)*			
Capital Expenditures			
Total District Support Services		**$0.00**	**$0.00**
Elementary and Secondary Regular Instruction			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Supplies and Materials			
Capital Expenditures			
Other *(specify and add rows as needed)*			
Total Elementary and Secondary Regular Instruction		**$0.00**	**$0.00**
State Special Education			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Supplies and Materials			
Total State Special Education		**$0.00**	**$0.00**
Federal Special Education			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Supplies and Materials			
Total Federal Special Education		**$0.00**	**$0.00**
Title I (add rows as needed for each Title program)			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Supplies and Materials			
Total Title I		**$0.00**	**$0.00**
Title II (add rows as needed for each Title program)			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Supplies and Materials			
Total Title II		**$0.00**	**$0.00**

Title III (add rows as needed for each Title program)			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Supplies and Materials			
Total Title III		**$0.00**	**$0.00**
Other Federal Programs (add rows as needed for each program)			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Supplies and Materials			
Other Federal Programs		**$0.00**	**$0.00**
Instructional Support Services			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Supplies and Materials			
Total Instructional Support Services		**$0.00**	**$0.00**
Pupil Support Services			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Supplies and Materials			
Pupil Support Services		**$0.00**	**$0.00**
Sites and Buildings (add rows as needed)			
Salaries			
Benefits			
Facilities Lease			
Maintenance			
Utilities			
Insurance			
Supplies and Materials			
Other *(specify and add rows as needed)*			
Capital Expenditures			
Total Sites and Buildings		**$0.00**	**$0.00**
Fiscal and Other Fixed Costs (add rows as needed)			
Purchased Services *(specify and add rows as needed)*			
Interfund Transfer			
Total Fiscal and Other Fixed Costs		**$0.00**	**$0.00**
FUND 01 - TOTAL EXPENDITURES		**$0.00**	**$0.00**
GENERAL FUND 01 - NET INCOME		**$0.00**	**$0.00**
FOOD SERVICE FUND - 02		**Approved Budget FYXX**	**Approved Budget FYXX**
REVENUES			
State Revenues			
Federal Revenues			
Sale of Lunches and Other Local Revenue			
Transfer from General Fund			
FUND 02 -TOTAL REVENUES		**$0.00**	**$0.00**
EXPENDITURES			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Supplies and Materials			
Other			
FUND 02 - TOTAL EXPENDITURES		**$0.00**	**$0.00**
FOOD SERVICE FUND 02 - NET INCOME		$0.00	$0.00
COMMUNITY SERVICE FUND - 04		**Approved Budget FY19**	**Approved Budget FY20**
REVENUES			
State Revenues			
Federal Revenues			
Other Local Revenues			
Transfer from General Fund			
FUND 04 - TOTAL REVENUES		**$0.00**	**$0.00**
EXPENDITURES			
Salaries			
Benefits			
Purchased Services *(specify and add rows as needed)*			
Supplies and Materials			
Other			
FUND 04 - TOTAL EXPENDITURES		**$0.00**	**$0.00**
COMMUNITY SERVICE FUND 04 - NET INCOME		**$0.00**	**$0.00**
FUND BALANCE AT BEGINNING OF YEAR			
ALL FUNDS NET INCOME OR LOSS			
ENDING FUND BALANCE			

Exhibit S: Performance Improvement Plan – Probationary Contract

School Name: Technical Academies of Minnesota

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

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

<u>Academics</u>

- A.3 Reading Growth
    - Addressed through Exhibit G
- A.4 Math Growth
    - Addressed through Exhibit G

<u>Environmental Education</u>

- N/A

<u>Financial</u>

- N/A

<u>Operations</u>

- O.1.2 Instruction and Assessment
    - Addressed below
- O.2.1 Board Composition and Capacity
    - Addressed below
- O.2.2 Board Decision-making and Oversight
    - Addressed below
- O.2.3 Management Accountability
    - Addressed below
- O.5.1 Licensure
    - Addressed below

- O.5.2 Staff Retention
    - Addressed below
- O.6.1 Charter School Annual Reports

Outstanding Obligations from Previous Contract

- Letter of Concern – Licensure
    - Addressed below, O.5.1
- Letter of Deficiency
    - Teacher licensure
        - Addressed below, O.5.1
    - Student attendance reporting and school programming
        - Addressed below
    - Hostile work environment
        - Addressed below, O.5.2
    - Consistent and fair student discipline
        - Addressed below
    - Violation of teacher's right to privacy
        - Addressed below

Milestone	**Indicator(s) Addressed**	**Description of strategies and /or activities designed to meet the identified milestone.**	**Timeline**	**Person(s) Responsible**
School instructional and assessment program is fully developed and functions effectively to produce high levels of student achievement or growth.	O.1.2	Advisors are instructed on how to utilize the NWEA data in the fall to incorporate areas identified for growth into the student's projects and rubrics. Students provide the evidence of growth areas on the task board in Headrush. When a student completes a project, they meet with their advisor to evaluate the achievement or growth areas identified.	August of 2022 and annually in the fall	Advisors, Assessment Coordinator and Students
School identifies and articulates a shared vision for high quality teaching and learning that is consistent across sites.	O.1.2	Professional development is provided for staff regarding student directed project-based learning. The vision for high quality teaching is every staff member is knowledgeable and consistent in student directed project-based learning and the steps involved from start to finish of a student directed project. Staff utilize the PBL Framework and will be evaluated using the	August of 2022 and annually thereafter	Personnel Committees, TAM Board Academic Excellence Committee,

		Essential PBL Staff Rubric to ensure high quality teaching is happening. High quality learning will start with onboarding of new students to student directed project-based learning. Students are introduced to the PBL Framework and begin project development by using a series of guided projects that are scaffolded to provide a better understanding of the PBL process to assist them in becoming autonomous in the project process.		Staff and Students
School clearly defines administrative functions to ensure there are structures in place to avoid accountability gaps that is consistent across sites.	O.1.2	Each August the two sites revise the Roles and Responsibilities document and assign administrative functions to be completed along with due dates. Committee Tracking Sheets will be added to the TAM Map of Committees document. The Chairpersons of each site committee will meet quarterly to review the duties that have been assigned to each committee. The TAM Board reviews the Roles and Responsibilities and the TAM Map of Committees documents to ensure for accountability and consistency across sites.	August of 2022 and annually thereafter Documents reviewed quarterly	TAM Board Staff and Committee Chairs
Teachers use and analyze data to support high quality instruction and student achievement.	O.1.2	Staff Trainings are implemented at least semi-annually on how to utilize NWEA data in the student directed project-based learning process. The training focuses on using student NWEA data to increase student growth and achievement with an individualized approach.	August of 2022 and semi - annually in thereafter in August and January	Staff and Assessment Coordinators
School earns 50% or more of the possible points on the Academic Performance Evaluation.	O.1.2	The TAM Board and staff reviews the Academic Performance evaluation and ensures programs are helping students grow. If goals are not being met at 50% or more possible points, the Board will ask each site Curriculum Committee to identify focus areas that are not proficient and develop goals annually for improvement in a specific area.	August of 2022 and annually thereafter	TAM Board and Site Curriculum Committees

Board complies with applicable laws and its own bylaws with respect to board composition.	O.2.1	The TAM Board reviews the applicable laws and bylaws annually with respect to board composition. At any time, if the board composition is not compliant, we will post open positions immediately to recruit new board members.	Annually in September before TAM Board elections	TAM Board
Board identifies actual and perceived conflicts of interest at each meeting.	O.2.1	TAM Board members initially sign a Conflict of Interest document when they join the board and there is a standing agenda item for Conflicts of Interest where the Board Chair asks members to state if they have conflicts of interest. The board evaluates any conflicts that have been submitted or named at the board meeting and determines if any of the findings are valid. The Board will discuss and identify the nature of the relationship, affiliation or other interest and will take action to mitigate any potential conflicts. If findings are valid, the board member who has the conflict will be asked to resign if the conflict can't be resolved or if the conflict can be avoided, such as contracting with a person related to the board, the board will look elsewhere for services.	Annually in October and monthly at the Board meetings	TAM Board
Board monitors performance on the charter contract at least quarterly in area of Academic Performance (Exhibit G).	O.2.2	Add Quarterly Academic Performance report to Board Agenda, Oct MCA Results, Jan 1st Quarter Credits Earned, May NWEA Results, July 2nd Semester Credits Earned. Board will review Exhibit G and the submitted Convener report. A TAM Board Calendar has been created for monitoring and reporting purposes.	July 2022	Convener to prepare report, TAM Board to Review exhibit G
Board monitors performance on the charter contract at least quarterly in the area of Environmental Education (Exhibit H).	O.2.2	Will be added to Board Agenda in Sept, January, April, June	September 2022	Convener to prepare report

Board adopts an Employee and Service Provider Background Check Policy.	O.2.2	This policy was approved at the TAM Board meeting on February 22, 2022. Background Check Policy	February 2022	TAM Board
Board adopts a World's Best Work Force Policy.	O.2.2	The final read through and board approval will be completed in June of 2022. World's Best Work Force Policy	June 28, 2022	TAM Board
Board adopts a Student Fees Policy, if applicable (required if the school charges fees for textbooks, workbooks, and library books).	O.2.2	Technology use fee is addressed in our Student/Parent Handbook on page 8.	June 30, 2022	TAM Board
Board adopts and implements a policy review cycle.	O.2.2	Created and revised by Governance Committee in December 2021. Policy Review Schedule odd years/ even years Jan/ Feb – review 100's/ 500's march/ April – review 200's/ 600's May/ June – 300's/ 700's July/ August/ September – 400's/ 800's October – Elections Nov /December – new policies/ Bylaws / Annual policies New policies will be added to appropriate spot in policy review cycle the following year.	June 30, 2022	TAM Board
Board develops and adopts a policy and process for evaluating its staff-led structure that complies with statutory requirements and contractual expectations.	O.2.3	The TAM Board will first review and eventually adopt the newly created 616 Staff Powered School District System Accountability policy at the TAM Board meeting on June 28, 2022. Part of the process for the evaluation will be the staff annually completing the Teacher-Powered Team Survey. In addition, the TAM Board will review the Committee Tracking forms	First review June 2022 adopt September 2022	TAM Board and Board Governance Committee

		annually in June to investigate if the staff -led structure is working via the committee assignments and the District Roles and Responsibilities document to be sure timelines are being met, duties are being completed and reports are being filed in a timely manner.		
Board implements an evaluation of its staff-led structure at least annually.	O.2.3	The school staff shall complete the Teacher-Powered Team Survey to provide feedback and to understand which aspects of the staff-powered structure are working well and which ones could be improved upon. The TAM Board will review the results and make suggestions to the sites for areas of improvement to be included in the performance improvement plan.	beginning Spring 2022 and annually thereafter in May	TAM Board
Crisis Management Policy complies with statute.	O.3.2	This has been revised and approved by the TAM Board. Crisis Management Policy.	April 26, 2022	TAM Board
Nursing practices comply with regulations.	O.3.2	Locked box within a refrigerator is available at each site to house refrigerated medications.	June 30, 2022	Office Managers with TAM Board supervision
Admissions policies and procedures comply with statute.	O.4.1	This policy has been revised and approved by the TAM Board. 517 Enrollment Policy	February 22, 2022	TAM Board
All teachers (advisors) are appropriately licensed.	O.5.1	Schools post open positions on at least two different sites for at least two months to find highly qualified teachers. In the event of a mid-year vacancy, we will post for at least two months or until the position is filled. The postings are detailed with specific requirements explicitly stated, background checks and reference checks will be done prior to approving contracts, new staff are mentored by veteran staff to be adequately trained into the operations of each site. We encourage our staff to take appropriate steps to move	Immediately and continuing with each new hire thereafter	Site Personnel Committees with TAM Board Oversight

		to a higher tier license and maintain and improve overall qualifications.		
School retains staff at a level that is conducive to operating a successful school. (i.e. 80% retention rate or implements a system that is designed to negate negative effects of high turnover as evidenced by positive academic outcomes.)	O.5.2	Staff complete the School Culture Triage Survey. Site Personnel Committees review the data and develop a plan for improvement in growth areas identified by the survey. Staff also complete the staff satisfaction survey annually in June. If we fall below 60% retention rate, a plan will developed and shared with the board, to negate negative impacts to student achievement that result from staff turnover. We incorporate team building activities into professional development days. We set aside time at staff meetings for open discussion regarding school improvement and concerns. We provide guidance to staff on how to address concerns and file a complaint.	June 2022 Semi-annually thereafter in January and June	Site Personnel Committees with TAM Board oversight
School complies with statutory and contractual requirements regarding annual reports in each year of the contract period.	O.6.1	The Annual Report and the World's Best Workforce Report are completed cooperatively between both sites with the necessary information needed. Both reports are approved by the board and submitted to the Authorizer and MDE prior to the required deadline.	Reports Completed by November 1st Annually	Sites to develop TAM Board to approve, Chair will submit
School develops and implements an attendance recording system that accurately reflects when students are in the building and is consistent across sites.	Outstanding obligations from previous contract	Staff from both sites involved in the attendance recording process receive training prior to the beginning of the academic school year that explicitly lays out how to record students attendance accurately. Schools use a spreadsheet to record attendance two times daily. The spreadsheet has a dropdown menu to select the appropriate explanation for attendance. The Office Manager will enter the attendance into JMC at the end of each day.	February 2022 and ongoing thereafter	Office Manager and Staff
School appropriately implements "Work From Home" procedures and documents the plan for	Outstanding obligations from	All students with "Work From Home agreements" will have attendance noted as such and their plan will be on file in their student record until the agreement is	February 2022 and ongoing thereafter	Advisors and Office Managers

each student and is consistent across sites.	previous contract	completed. Each site will use a similar agreement form to ensure consistency.		
School provides a clearly articulated procedure for taking attendance for students with approved "Work From Home" agreements and is consistent across sites.	Outstanding obligations from previous contract	The "Work From Home" agreement includes instructions on attendance and lays out expectations for the student to follow in order to be marked present for the day. This agreement is signed by parent, student, and advisor to ensure all are knowledgeable of the expectations. This agreement is similar at each site to ensure consistency. Students working from home are required to check in with their advisor and the advisor reports the attendance to the office manager daily through the appropriate attendance recording system.	February 2022 and ongoing thereafter	Advisors and Office Managers
School implements its established policies and procedures with fidelity related to student discipline and school safety and is consistent across sites.	Outstanding obligations from previous contract	• All staff review and sign discipline policies, 500, 503, 510 & 511. Any serious violations will be redacted and reported to the Board at a minimum of monthly, immediately if serious violation. Sites meet annually in August to go over the discipline policies and procedures to identify any shortcomings and looks for areas of improvement. • All staff are required to complete Restorative Justice training within the first three months of employment and annually as part of staff development training.	August 2022 and annually thereafter This process has been added to the new staff member onboarding for staff hired after August each year.	Personnel Committee and Staff
School and board complies with all applicable data privacy laws.	Outstanding obligations from previous contract	School attorney, James Martin provided training for the TAM Board members and staff on February 24, 2022. The Personnel Committee ensures that data privacy laws are being followed at each site. The Board Chair ensures that all board members are complying with data privacy laws. Any claim filed against a staff/board member regarding breaches in data privacy will be taken seriously and investigated objectively. Updates and results of any investigations are shared with our authorizer to ensure transparency and adherence to	February 24, 2022 and annually thereafter in February	TAM Board, Staff. and Personnel Committee

		laws. Annual training in the fall and completed as part of the onboarding process for new staff.		
In alignment with the Annual Charter School Assurances, school staff and board receive annual training on state data practices law, to include but not limited to educational data, health data, personnel files, medical data, etc.	Outstanding obligations from previous contract	School attorney, James Martin provided training for the TAM Board members and staff on February 24, 2022. Annual training is required of all TAM Board members and staff each February.	February 24, 2022 and annually thereafter in February	TAM Board and Staff
Board monitors and implements its strategic plan with fidelity.	Outstanding obligations from previous contract	Board reviews progress toward the strategic plan at each Board Meeting, using the strategic plan to inform and guide decisions. The board revises the strategic plan as needed to include appropriate measures and evaluation procedures.	monthly	TAM Board Chair will ensure strategic plan is on agenda
Board develops and implements an annual plan for initial and ongoing board training.	Outstanding obligations from previous contract	The TAM Board Member Onboarding includes initial board member training. Our board members will be encouraged to attend the training offered by Osprey Wilds annually as well as trainings offered through MACS or MSBA as appropriate. Ongoing board training take place at the board retreat in July annually.	July annually	TAM Board
School website meets statutory requirements, including directory information for the board of directors and for the members of committees having board-delegated authority and board biographies as required by the previous authorizer.	Outstanding obligations from previous contract	New Website is developed and implemented in Fall of 2021 using Blackboard. Website is currently in compliance; the TAM Board Governance Committee reviews monthly to ensure compliance.	monthly	TAM Board and Board Governance Committee