

**BYLAWS
OF
The Angela Day School for Liberation and Progressive Education
(the “Corporation”)**

ARTICLE I - NAME AND PRINCIPAL OFFICE

1.1 NAME.

As registered with the State of Minnesota through its Articles of Incorporation, the name of the Corporation shall be The Angela Day School for Liberation and Progressive Education.

1.2 OFFICE.

The principal office of this corporation, The Angela Day School for Liberation and Progressive Education, shall temporarily be the registered office of the Corporation in the State of Minnesota as stated in the Articles of Incorporation until such time the Board of Directors shall deem it necessary to establish a new principal office. The Corporation shall have such other offices within the State of Minnesota as the Board of Directors may determine necessary or required. The registered office may be, but need not be, identical with the principal office in the State of Minnesota. The principal office of this corporation, where the general business of this corporation shall transpire and where records are kept, will remain at the address stated in the Articles of Incorporation until otherwise determined by the Board of Directors.

ARTICLE II - PURPOSE, PRINCIPAL PHILOSOPHY, AND RESPONSIBILITIES

2.1 PURPOSE.

The purposes of the Corporation are as stated in its Articles of Incorporation.

2.2 PRINCIPAL PHILOSOPHY.

The charter school is founded on some of the principles and pedagogical philosophies of the Association of Waldorf Schools of North America (AWSNA), the North American Reggio Emilia Alliance (NAREA), the Progressive Education Network (PEN), and the Education for Liberation Network (ELN). The school will endeavor, whenever possible, to hire AWSNA, NAREA, PEN, or ELN trained educators while also balancing the school’s commitment to recruiting underrepresented teachers of color.

2.3 RESPONSIBILITIES.

The Board of Directors shall decide and is responsible for policy matters related to operating the school, including budgeting, curriculum programming, personnel, and operating procedures. The Board shall adopt a nepotism policy. The Board shall adopt personnel evaluation policies and practices that, at a minimum: (i) carry out the corporation’s mission and goals; (ii) evaluate how charter contract goals and commitments are executed; (iii) evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals; (iv) establish a teacher evaluation process under section 124E.03 Subd. 2, paragraph (h); and (v) provide professional development related to the individual’s job responsibilities. In addition, the basic responsibilities of the Board of Directors shall also include the following responsibilities unless specified otherwise by law pursuant to MN Stat. 124E.07 Subd. 6:

- 2.3.1** Developing and approving the budget and providing financial oversight
- 2.3.2** Establishing the framework for all curriculum development in collaboration with the Executive Director, the Pedagogical Director for Liberation Education, and the Pedagogical Director for Progressive Education
- 2.3.3** Establishing school policies in collaboration with the Executive Director/Head of School and the Directorate
- 2.3.4** Developing and implementing strategic plans for growth
- 2.3.5** Spearheading development and fundraising
- 2.3.6** Hiring and overseeing the work of the Executive Director/Head of School
- 2.3.7** Establishing and setting school goals and creating metrics for evaluating goals
- 2.3.8** Evaluating the efficiency and efficacy of school operations and curriculum
- 2.3.9** Lead with a clear understanding of charter school law

2.4 STUDENT DIRECTOR RIGHTS AND RESPONSIBILITIES.

Student Directors' rights and responsibilities are not exhaustive and are subject to limitations. In consideration of student privacy rights, an effort to not undermine student relationships, and an understanding of student directors as minors not yet being fully capable of consenting to maintain discretion with regard to issues of confidentiality, the rights of student directors are limited in the following ways:

- (1) As directors or ex-officio directors, students may not participate in nor be present for discussions or motions, during a board meeting, where private or confidential student information, protected under the Minnesota Government Data Practices Act, MN Chapter 13 and the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99, would be revealed and or where the review of private or confidential student information would result in the identification of an unnamed student;
- (2) Student Directors and Student Ex-Officio Directors also may not take part in nor be present for any meeting called to investigate a negative personnel matter of an employee which would result in the review of private or confidential student information, covered under the Minnesota Government Data Practices Act, MN Chapter 13 and the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99, or where the review of private or confidential student information would result in the identification of an unnamed student therein protected under the aforementioned federal and state laws;
- (3) Student Directors and Student Ex-Officio Directors may not take part in or be present for any meeting called to investigate a negative personnel matter of an employee which would result in the review of private or confidential employee data or confidential sources as outlined and covered under the Minnesota Government Data Practices Act, MN Chapter 13.

The limits applied to the rights of Student Directors is consistent with MN Stat. 317A.201.

ARTICLE III - MINNESOTA LAW COMPLIANCE

3.1 COMPLIANCE.

The governance of the Corporation will at all times be in accordance with the provisions of MN Stat. 317A (Nonprofit Corporations), MN Stat. 124E (Charter Schools) and 124E.20 (Revenue for a Charter School), MN Stat. 13D.01 et. seq (Minnesota Open Meeting Law), and such other provisions of Minnesota laws therein referenced.

ARTICLE IV – MEMBERSHIP

4.1 MEMBERSHIP.

This Corporation shall have no membership.

ARTICLE V - BOARD OF DIRECTORS

5.1 GENERAL POWERS.

The affairs of the Corporation shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these Bylaws, MN Stat. 124E, and by law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

5.2 DIRECTOR RESPONSIBILITIES.

Board members are expected to be good stewards of the Corporation, attend all Board meetings, actively participate in Board activities, attend Department of Education approved training as may be required from time to time and comply with all state and federal laws that pertain to Minnesota Charter Schools. All new Board members are required to participate in the annual Board of Directors Retreat held in July before the first meeting of the year. Pursuant to MN Stat 124E.07 Subd. 7, every charter school Board member shall attend annual training through the member's term. All new Board members shall attend initial training on the Board's role and responsibilities, employment policies and practices, and financial management. A new Board member who does not begin the required initial training within six (6) months after being seated and complete that training within twelve (12) months after being seated is automatically ineligible to continue to serve as a Board member and shall be removed by the Board of Directors.

5.3 COMPOSITION.

5.3.1 INITIAL BOARD OF DIRECTORS.

The Initial Board of Directors shall consist of at least five (5) members but not more than eleven (11) members who are not related parties. The directors on the initial Board of Directors shall be the school founders as outlined in the Corporation's New Charter School Affidavit. Any additional members shall be appointed by the Initial Board of Directors. Each new appointment must be approved by a consensus of the Initial Board of Directors. The Initial Board of Directors shall be in alignment with MN Stat. 124E.07 Subd. 1.

5.3.2 ONGOING BOARD MEMBERS.

At all times, the Board of Directors shall be comprised of at least five (5) but no more than eleven (11) non-related members and shall include: (i) at least one licensed teacher who is employed as a teacher at the school or provides instruction under contract between the charter school and a cooperative; (ii) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (iii) at least one interested community member who resides in Minnesota, is not employed by the charter school, and does not have a child enrolled in the school. The Board shall be comprised of parents, teachers, students, and community members. The licensed teacher serving as The Pedagogical Director for Liberation Education shall serve as an honorary advisor. The Chief Financial Officer and Executive Director shall serve as ex-officio non-voting members. Board membership is in accordance with MN Stat. 124E.07 and MN Stat. 317A.205.

5.3.3 CONSTITUENCIES.

The composition of the Board of Directors shall be comprised of four representative constituencies, representing four different constituencies of the corporation:

- A minimum of one (1) teacher leader or a maximum of three (3) teacher leaders;
- A maximum of three (3) student representatives;
- A minimum of two (2) parent or guardian representatives or a maximum of three (3) parent or guardian representatives; and
- A minimum of two (2) community-at-large representatives and a maximum of two (2) community-at-large representatives.

5.3.4 ADVISORS TO THE BOARD OF DIRECTORS.

The following shall sit as non-voting honorary advisors or ex-officio to the Board of Directors:

- (1) The Corporation's Executive Director and its Chief Financial Officer; and
- (2) The licensed teacher serving as the Pedagogical Director for Liberation Education.

5.4 TERMS.**5.4.1 INITIAL BOARD OF DIRECTORS.**

The Initial Board of Directors shall serve until the election of the Ongoing Board of Directors in year 1, 2, and 3 of the school's operation with one-third ($\frac{1}{3}$) of the initial director seats up for election each year. Directors will use seniority in years one, two, and three of the school's operation to determine which directors' seats from the Initial Board shall be up for election, with the most senior director seats up for election each year.

5.4.2 ONGOING BOARD MEMBERS.

All directors are elected at the annual election for a full term of three (3) years unless the Board specifically designates a shorter term. Directors who are representatives of the teaching staff, families, and community shall hold office for a full term unless or until the director dies, resigns, is removed, or the term otherwise expires pursuant to the bylaws of the Corporation or as provided by law. No teaching staff or family representative may serve more than three terms consecutively. Community-at-large representatives may run for as many terms as they desire. Directors who are representatives of the student body shall hold office for a one (1) year term unless or until the director dies, resigns, is removed or expelled, formally withdraws, or the term otherwise expires pursuant to the bylaws of the Corporation or as provided by law. Only students who will be in seventh or eighth grade for the upcoming school year are eligible to serve on the Board of Directors. At no time will all Board positions be up for election in the same year.

5.5 NOMINATIONS.**5.5.1 NOMINATION PROCESS.**

At least sixty (60) days prior to the annual election, the standing committees (i.e., the Student Council, the Family Council, and the Directorate) shall hold a primary election to nominate representatives whose names shall appear on the annual election ballot except for representatives from the community-at-large who are nominated by the Board of Directors. After the primary elections, each standing committee shall submit a list of nominees to the Election Committee of the Board of Directors who will compile the list of nominees and notify the eligible voters of the nominees for each position thirty (30) days before the date of the election of the Board of Directors. The nomination process is consistent with MN. Stat. 317A.241.

5.5.2 STUDENT DIRECTORS.

Every February, the Student Council, as a standing committee, shall hold an annual primary election to nominate representatives from the rising seventh (7th) and eighth (8th) grade classes to serve for one (1) year on the Board of Directors. Only students enrolled in the school are eligible to participate in the primary election. Each rising seventh (7th) and eighth (8th) grade class is given one seat. The third seat will serve as a "mixed grade seat" where a student from seventh (7th) or eighth (8th) grade can serve. The number of student seats up for election may only be the number needed to have an odd number of total seats on the Board of Directors. In a year where only one seat is open for election, the mixed grade seat shall be open for election. No less than two (2) students but no more than three (3) students per available seat can be elected in the primary election and selected to be nominees. The guidelines governing the primary election shall be as follows:

- (1) All student body members are eligible to vote in the primary election.
- (2) Voters may select up to three (3) candidates per open seat on the primary election ballot. (e.g., if open seat number one lists five (5) candidates, a

student voter could select up to three (3) candidates on the primary election ballot);

- (3) The winners of the primary election will appear on the annual election ballot in April. The winners of the primary election shall be defined as the top three (3) candidates, per open seat, who receive the three highest percentages of the total vote;
- (4) The Student Council will submit the names of the winning candidates to the Board of Directors Election Committee to appear on the annual election ballot;
- (5) In the event only two candidates elect to run for an open seat in the primary election, no primary election will be held for that open seat, and both candidates' names will be submitted to the Board of Directors Election Committee as nominees to be placed on the annual election ballot. A primary election can be held for any other open seats with more than two candidates;
- (6) The right to hold a primary election is not absolute. In the event there are no more than two candidates running for any of the open seats, the Student Council will not hold a primary election to nominate candidates for the open seat(s). The Student Council must instead submit the names to the Board of Directors Election Committee to be listed as nominees on the annual election ballot. (E.g., if there are three open seats and each open seat has two candidates, the Student Council cannot hold a primary election to nominate candidates for the open seats);
- (7) If the standing committee is unable to find more than one candidate to stand for election for an open seat, the Board of Directors shall step in to help the Student Council secure additional candidates to nominate. If, after working with the Board of Directors, only one (1) student is willing to run for an open seat, the Student Council ORB shall be nominated to run. Should the ORB go on to be elected to the Board of Directors during the annual election, the Student Council shall hold a special election, consistent with the Student Council's rules, to elect a new ORB.

The Board of Directors will assist students with their primary election. The Board of Directors will also provide on-going mentoring to student representatives. The inclusion of student directors on the Board of Directors is consistent with MN Stat. 124E.07 Subd. 3, MN Stat. 124E.06 Subd. 2(a), and MN 317A.205.

5.5.3 PARENT AND GUARDIAN DIRECTORS.

The Family Council, as a standing committee, shall hold a primary election to nominate members to serve on the Board of Directors each year. Only parents and guardians, as defined in MN Stat. 124E.07 Subd.3(a), are eligible to participate in the primary election. Primary elections are held in February. Representatives appear on the ballot on a

rotating basis. Nominations are sought to fill no more than one (1) director position each year. No more than two (2) individuals can be elected in the primary election to be submitted as nominees. The winner(s) of the primary election will appear on the annual election ballot in April. The winners of the primary election shall be defined as the top two (2) candidates who receive at least thirty (30%) percent of the vote. If only one nominee is elected during the primary election, the annual election ballot must include an abstention box next to the nominee's name to ensure voters know they can choose not to vote for the nominee.

5.5.4 TEACHER DIRECTORS.

The Directorate, as a standing committee, will hold an annual primary election to nominate teaching faculty to serve on the Board of Directors in February each year. Only teaching faculty, as defined in MN Stat. 125E.07 Subd. 3 (a), are eligible to participate in the primary election. Representatives appear on the ballot on a rotating basis. Teacher nominations shall be handled as follows:

- (1) Nominations are sought to fill no more than one (1) director position each year;
- (2) No more than two (2) individuals can be elected in the primary election to be submitted as nominees;
- (3) The winners of the primary election shall be defined as the top two candidates who receive at least thirty (30%) percent of the vote.

The winner(s) of the primary election will appear on the annual election ballot in April. If only one nominee is elected during the primary election, the annual election ballot must include an abstention box next to the nominee's name to ensure voters know they can choose not to vote for the nominated candidate.

5.5.5 COMMUNITY-AT-LARGE DIRECTORS.

The Board of Directors shall nominate and select community members to serve on the Board of Directors. Nominations and approval of nominations take place in February. Nominee names will appear on the annual election ballot in April. If only one nominee is nominated by the Board, the annual election ballot must include an abstention box next to the nominee's name to ensure voters know they can choose not to vote for the nominee.

5.6 ELECTIONS.

5.6.1 BOARD OF DIRECTORS.

The election of the Board of Directors shall be in compliance with MN Stat. 124E.07 Subd. 5. Elections for the Board of Directors shall be held in-person each school year on the third Tuesday of April when the school is open. Only staff members employed at the school, including teachers providing instruction under a contract with a cooperative, members of the Board of Directors, and all parents or legal guardians of children enrolled in the school are eligible to vote to elect members of the Board of Directors. All eligible voters must be notified of the election at least 30 days before the election. Director nominees up for election must receive fifty-one (51%) percent of the voting

electorate's vote to be seated. If no nominees receive fifty-one (51%) percent of the vote, a special election will be held to fill the seat. The top two (2) nominees with the two (2) largest percentages of the vote shall advance to the special election.

5.6.2 SPECIAL ELECTIONS.

There may come an occasion where a special election must be called to elect a member of the Board of Directors. The special election shall be held in accordance with MN Stat. 124E.07 Subd. 5 and is consistent with MN Stat. 317A.205. The standing committee will be responsible for submitting a nominee to appear on the special election ballot, if necessary to ensure at least two (2) nominees are on the ballot. The process for choosing a nominee shall be done in accordance with the rules that govern the standing committee. Only staff members employed at the school, including teachers providing instruction under a contract with a cooperative, members of the Board of Directors, and parents or legal guardians of children enrolled in the school are eligible to vote to elect members of the Board of Directors in special elections. Eligible voters will be notified thirty (30) days before the election. Nominees must receive fifty-one (51%) percent of the vote to be seated. If no nominees receive fifty-one (51%) percent of the vote, the winner will be chosen by a coin toss.

5.7 QUORUM AND ADJOURNED MEETING.

A duly called meeting at which a majority of the members of each constituency of the Board of Directors is present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, a quorum is not present at any such meeting, the directors present may adjourn the meeting. If a quorum is present when a duly called meeting is convened, and later enough directors withdraw from the meeting so that less than a quorum remains, no further business can be transacted and the Board Chair may adjourn the meeting.

5.8 VOTING.

Each member of the Board of Directors shall have the power to exercise one (1) vote on all matters to be decided by resolution by the Board unless dictated otherwise in these bylaws. Decisions shall be made by consensus where possible except for decisions to remove a Board member, where a simple majority will suffice. Failing a consensus, a matter under discussion shall be tabled until the next scheduled meeting. Alternatively, a special meeting may be called where, if consensus cannot be reached, a two-thirds ($\frac{2}{3}$) vote of the membership of each constituency on the Board shall suffice. The affirmative vote of two-thirds ($\frac{2}{3}$) of each representative constituency of the Board of Directors shall constitute a duly authorized action of the Board of Directors. A director is prohibited from appointing a proxy or to vote by proxy at any meeting of the Board of Directors. A director who is present at a meeting of the Board of Directors when an action is approved by the Board of Directors is presumed to have assented to the action unless the director votes against the action or is prohibited from voting on the action. To the extent this section is in conflict with the Open Meeting Law, the Open Meeting Law must be followed.

5.9 RESIGNATION AND REMOVAL.

Any director may resign at any time by giving written notice to the Chair or to the Secretary. Such a resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director shall be deemed to have resigned when he

or she ceases to meet the qualifications of a teacher, parent/guardian, student, or community member representative of the corporation. Any director may at any time be removed with cause by the Board of Directors.

5.10 VACANCIES.

Any vacancy occurring because of the death, resignation or removal of a director shall be filled by the Board of Directors for the remainder of the unexpired school term of such director if an eligible ex-officio director is not available to fill the seat. If a standing committee's ex-officio director's seat becomes vacant it shall be filled following a special election by the standing committee to elect a new Official Representative for the Board of Directors. Each year, the Board of Directors elects a nominating committee to fill Board seats left open by a vacancy. The nominating committee shall be equally representative of all four constituencies. The nominating committee recruits candidates, reviews candidates who present themselves and issues a slate of nominees to the Board of Directors. It is the responsibility of the nominating committee to ensure that the nominees are representative of the ethnic, racial, and cultural diversity of the school community and to ensure that any nominees to fill teacher representatives represent a variety of grade levels or specialties.

5.11 COMPENSATION.

Directors shall not receive salaries for their services. Directors may be reimbursed for reasonable out of pocket expenses, as the Board of Directors from time to time determines to be in the best interest of the school.

5.12 DIRECTOR CONFLICT OF INTEREST.

Directors must comply with MN Stat. 124E.07 Subd. 3 regarding conflict of interest. An individual is prohibited from serving as a member of the charter school Board of Directors if: (i) the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (ii) an immediate family member is an employee of the school. An individual may serve as a member of the Board of Directors if no conflict of interest exists under MN Stat. 124E.07 Subd. 3 (b). A violation of Subd. 3 (b) renders a contract voidable at the option of the commissioner or the charter school Board of Directors. A member of a charter school Board of Directors who violates this statute is individually liable to the charter school for any damage caused by the violation. Any employee, agent, or Board member of the authorizer who participates in initially reviewing, approving, overseeing, evaluating, renewing, or not renewing the charter school is ineligible to serve on the Board of Directors of a school chartered by that authorizer. In addition, all directors are expected to fully disclose all conflicts or potential conflicts of interest and refrain from voting on any such matter consistent with MN Stat. 124E.14. No member of the Board of Directors shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when: (i) the Board member, employee, officer, or agent; (ii) the immediate family of the Board member, employee, officer, or agent; (iii) the partner of the Board member, employee, officer, or agent; or (iv) an organization that employs, or is about to employ any individual in clauses (i) to (iii), has a financial or other interest in the entity with which the charter school is contracting. A violation of this prohibition renders the contract void. The conflict of interest provisions do not apply to compensation paid to a teacher employed as a teacher by the charter school or a teacher who provides instructional services to the charter

school through a cooperative formed under chapter 308A when the teacher also serves on the charter school Board of Directors.

5.13 SPECIAL DIRECTOR POSITIONS.

5.13.1 EX OFFICIO AND HONORARY ADVISOR DIRECTORS.

The Board of Directors may, from time to time, appoint one or more ex-officio or honorary advisor directors to the Board who shall be advisory members to the Board. Any such appointment shall be for such term and based on such criteria as the Board of Directors deems appropriate. All ex officio and honorary directors must meet the membership criteria as laid out in MN Stat. 124E.07 Subd. 3. No ex officio or honorary director, other than the executive director or chief financial officer, can be an employee of the school other than a teacher. Honorary Advisor directors are non-voting advisors who sit in on Board of Director meetings and provide advice, official opinions on behalf of their position, and participate in regular discussion during Board of Director meetings when called upon to provide input regarding their area of expertise.

5.13.2 EXECUTIVE DIRECTOR.

The Executive Director shall be appointed by the Board of Directors and shall serve as a non-voting ex-officio member of the Board of Directors.

5.13.3 CHIEF FINANCIAL OFFICER.

The Chief Financial Officer shall be appointed by the Board of Directors and shall serve as a non-voting ex-officio member of the Board of Directors.

5.13.3 PEDAGOGICAL DIRECTOR FOR ANTIRACIST AND LIBERATION EDUCATION.

The licensed teacher serving as the Pedagogical Director for Antiracist and Liberation Education shall serve as an honorary advisor of the Board of Directors.

5.13.4 OFFICIAL REPRESENTATIVE FOR THE BOARD OF DIRECTORS.

The Official Representatives for the Board of Directors (ORBs) shall serve as non-voting ex-officio members of the Board of Directors except as provided in section 9.2 of these bylaws.

5.14 AMENDING BOARD STRUCTURE.

The Board of Directors may change its governance structure only: (i) 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 contract between the school and a cooperative; and (ii) with the authorizer's approval. Any change in Board governance structure must conform with the Board composition established under MN Stat. 124E.07 Subd. 3 and consistent with MN Chapter 317A.

ARTICLE VI - MEETINGS

6.1 REGULAR MEETINGS.

Regular meetings of the Board of Directors shall be held as determined by the Board at least eleven times per year from August to June. A schedule of the regular meetings shall be

published on the printed and website-based online school calendar and kept on file at the primary office of the Corporation. If the Board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule of regular meetings, it shall give that same notice of the meeting that is required for special meetings in accordance with the Open Meeting Law, MN Stat. 13D.04 Subd. 1 and 2, as amended.

6.2 SPECIAL MEETINGS.

Special meetings of the Board of Directors may be called at any time, for any purpose, by the Chair of the Board or by at least two (2) Directors. Notice of such meetings shall be given in accordance with the Open Meeting Law, MN Stat. 13D.04 Subd. 2, as amended. Notice of such meetings shall be given personally, emailed or mailed to each Director, addressed to him at his residence or his usual place of business at least three (3) days before the day on which the meeting is to be held. The notice shall state the date, time, place and purpose of the meeting in accordance with the Open Meeting Law.

6.3 END OF YEAR MEETING.

The End of Year Meeting of the Board of Directors shall be held in May for the purpose of presenting reports by the Board Chair, Treasurer, and Executive Director on the activities and financial condition of the school. The Board approved Annual Report, as required under MN Stat. 124E.16 Subd. 2, will be distributed at this time. Elections for open seats on the Board of Directors will take place in accordance with MN Stat. 124E.07 and Section 5.6 of these bylaws and the results will be presented at the End of Year Meeting.

6.4 ANNUAL MEETING.

As the Corporation is without a membership, the Board of Directors will not hold an annual meeting.

6.5 EMERGENCY MEETINGS.

When circumstances, in the judgment of the Board of Directors, require the immediate consideration of an issue by the Board, the Board may call an emergency meeting in accordance with the procedures set forth in the Open Meeting Law, MN Stat.13D.04 Subd. 3, as amended.

6.6 MEETING NOTICE.

Written notice of each meeting of the Board of Directors for which written notice is required shall occur pursuant to the notice requirements of the Open Meetings Law, MN Stat. 13D.04 The Board shall make public a notice of all meetings that will be kept on file at the school and made available to any person who requests access. The same schedule will be published on the school's website. In the event the Board decides to hold a meeting at a different time or in a different location than has been made public previously, the Board will post the change on the school door at least three days prior to the meeting date and mail the notice of change to any persons who requested notification of changes in meeting dates/locations. This information will also be posted on the school's website and go out in an email communication to parents and community members who are on the school's mailing list.

6.7 RECESSED OR CONTINUED MEETINGS.

Pursuant to the MN Stat. 13D.04 Subd. 4 of the Open Meeting Law, when a meeting of the Board of Directors is recessed or continued to another time or place, notice of the recessed or

continued meeting need not be given other than by announcement at the meeting at which recess or continuance is taken.

6.8 OPEN MEETING LAW.

All Board of Director meetings, committee meetings of the Board of Directors, and notice of all such meetings, shall comply with MN Stat. 13D Open Meetings Law.

ARTICLE VII - COMMITTEES OF THE BOARD

7.1 COMMITTEE FORMATION.

Consistent with MN Stat. 317A.241, The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define the authority of, set the number and determine the identity of, members of one or more committees. The Board may, by similar vote, designate alternate or replacement members of any committee. Committee members need not be members of the Board of Directors. The Board Chair shall be an ex-officio member of all committees except standing committees or unless the Board Chair serves as a member of such committee.

7.2 AUTHORITY OF COMMITTEES.

The Board of Directors may act by and through such committees as may be specified in resolutions adopted by a majority of the members of the Board of Directors. Each such committee shall have such duties and responsibilities as are granted to it from time to time by the Board of Directors. Each such committee shall at all times be subject to the control and direction of the Board of Directors. Each committee shall keep regular minutes of its proceedings. All committee recommendations are subject to the approval of the regular meeting of the Board.

7.3 EXECUTIVE COMMITTEE.

The Board of Directors may designate an Executive Committee composed of at least three (3) directors designated by the Board of Directors. The Executive Committee shall have the authority of the Board of Directors in the management of the business of this corporation in the interval between meetings of the Board of Directors, and the Executive Committee shall at all times be subject to the control and direction of the Board of Directors and hold meetings pursuant to the provisions of the Open Meetings law, MN Stat. 13D.

7.4 STANDING COMMITTEES.

The Family Council, Student Council, and Directorate shall serve as standing committees on the Board of Directors. Standing committees shall have the authority to conduct oversight over the management of the corporation by the Board of Directors. Standing committees are also responsible for providing recommendations to the Board concerning the management of the corporation in relation to the interests of their constituent group. Standing committees have the power of review and can request amendments to proposed policies and directives. Standing committees may also draft policy proposals for the Board's consideration. The rules governing a standing committee's power of review and policy creation are outlined in section 13.3, 13.4, and 13.5 of these bylaws. Membership on each standing committee is limited to the constituency for whom it represents, shall be elected by the members of the representative constituency of each standing committee, and is consistent with MN Stat 124E.07 Subd. 3. The membership of each

standing committee shall never exceed nine (9) members. A standing committee shall at all times hold meetings pursuant to the provisions of the Open Meetings law, MN Stat. 13D. The powers of oversight and review, vested in the standing committees, is consistent with MN Stat. 317A.241.

7.5 PROCEDURES FOR CONDUCTING MEETINGS.

Committee activities shall be conducted such that they will advance the best interest of the Corporation. The meetings of all committees shall be open to attendance by all directors, but such directors may not vote unless they are members of that committee. Meeting of each committee will be called, noticed, and held pursuant to the provisions of the Open Meetings Law, MN Stat. 13D.

ARTICLE VIII - OFFICERS

8.1 OFFICERS.

The officers of the Board of Directors shall be elected by the members of the Board to serve for a term of one (1) year and shall consist of a Board Chair, Vice Chair, Treasurer, and Secretary. The officers shall be directors of the Corporation. The Board may appoint such additional officers with such duties as it deems necessary. Any officer may be at any time removed by the Board of Directors with or without cause prior to the expiration of his or her term by an affirmative vote of the majority of the Board. The Executive Director shall be appointed by the Board of Directors and shall serve as a non-voting ex officio member. Duties of the officers shall be as follows:

8.2 BOARD CHAIR.

The Chair shall preside at all meetings of the Board of Directors. The Board Chair shall see that orders and resolutions of the Board are carried into effect; sign and deliver in the name of the Corporation deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Corporation, except in cases in which authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Corporation's organizational documents or by the Board to another officer or agent of the Corporation; maintain records of and, when necessary, certify proceedings of the Board; and perform other duties prescribed by the Board or the MN Stat. 317A.305 Subd. 2.

8.3 VICE CHAIR.

The Vice Chair shall act in the capacity of the Chair whenever the Chair is absent or unable to attend to the Corporation's business. The Vice Chair shall perform other such duties prescribed by the Board from time to time or by MN Stat. 317A.311.

8.4 SECRETARY.

The Secretary shall provide for the keeping of accurate minutes of all meetings and shall be responsible for the custody of the records, documents and papers of this corporation. The Secretary shall provide for the keeping of proper records of all transactions of this corporation. The Secretary shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice to the offices of Secretary, or imposed by these bylaws. The Secretary shall also perform such other duties as may be assigned to him or her from time to time by the Board of Directors.

8.5. TREASURER.

The Treasurer is responsible to ensure that adequate financial records are kept, accurate and timely financial reports are delivered to the Board and that an audit of the organization's finances are completed annually. The Treasurer may also be asked by the executive to assist in preparation of the budget to be submitted to the full Board and to help interpret financial reports to the full Board.

8.6 EXECUTIVE DIRECTOR.

The Executive Director shall be the chief executive officer of the corporation. The Executive Director shall be responsible for the general supervision, direction and management of the affairs of this corporation. The execution of any instrument by the Executive Director on behalf of this corporation shall have the same force and effect as if it were executed on behalf of this corporation by the Chair. The Executive Director shall provide for the maintenance of accurate financial records for this corporation and safeguarding the assets of this corporation. The Executive Director shall present a report of this corporation's financial transactions and status to the Board of Directors quarterly, and shall from time to time make such other reports to the Board of Directors as it may require.

8.7 ADDITIONAL POWERS.

Any officer of this corporation, in addition to the powers conferred upon him or her by these Bylaws and/or MN Stat. 124E, shall have such powers and perform such additional duties as may be prescribed from time to time by the Board of Directors.

ARTICLE IX – COMMITTEE OFFICERS

9.1 STANDING COMMITTEE OFFICERS.

Each standing committee shall hold an election to elect officers to serve for a period of time dictated by the respective standing committee and shall consist of at least a Chair, a Secretary, and an Official Representative to the Board of Directors (ORB). Officers are elected by the membership of the committee's constituency.

9.2 OFFICIAL REPRESENTATIVE TO THE BOARD OF DIRECTORS.

The member on the standing committee serving in the office of Official Representative to the Board of Directors (ORB) is an ex-officio director of the Board of Directors. The ORB shall attend all Board of Director Meetings and may participate in the discussion of issues before the Board. The ORB has limited voting rights and may only vote on matters before the Board of Directors when a director from the ORB's constituent group is absent or unable to vote. Specifically, as ex-officio directors, ORBs are authorized to vote only when a director from their constituent group is absent or unable to vote at a meeting. ORBs vote on their own behalf not on behalf of another member and may not vote for another member. ORBs will also replace directors, if a director from their constituent group dies, resigns, is removed or is expelled before the end of their term. The ORB will only serve as a replacement until the end of the calendar school year, at which point a special election must take place to replace the director. As an ex-officio director, an ORB may not serve as an officer on the Board of Directors. All ORBs must meet the membership criteria as laid out in MN Stat. 124E.07 Subd. 3. The provision to designate ORBs as

ex-officio directors with specific voting rights is consistent with MN Stat. 317A.205, MN Stat. 124E.06 Subd. 2(a), and MN Stat. 317A.201.

ARTICLE X - DISTRIBUTION OF ASSETS

10.1 RIGHT TO CEASE OPERATIONS AND DISTRIBUTE ASSETS.

By a two-thirds ($\frac{2}{3}$) vote of all directors, the Board of Directors may resolve that the Corporation cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of the Corporation to perform all acts necessary to affect dissolution. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

10.2 CESSATION AND DISTRIBUTION.

When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause the Corporation to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all the Corporation's assets to other entities in accordance with MN Stat. 317A.735 and in accordance with the Articles of Incorporation. Notice of intent to dissolve shall be filed with the Secretary of State, pursuant to MN Stat. 317A.723.

ARTICLE XI - INDEMNIFICATION

11.1 INDEMNIFICATION.

Pursuant to MN Stat. 124E.09 (d) each director, officer, and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation as an appointed representative, shall be indemnified by the Corporation, for actions taken and decisions made by such persons on behalf of this Corporation, in accordance with, and to the fullest extent permitted by MN Stat. 317A.521.

11.2 LIMITATIONS ON INDEMNIFICATION.

The Corporation shall not be obligated to indemnify any director, other person, or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors or as specified in MN Stat. 124E.076 Subd. 3(c) where a charter school director who violates MN Stat. 124E.07 Subd. 3(b) is individually liable to the charter school for any damage caused by the violation.

11.3 INSURANCE.

In accordance with MN Stat. 124E.09, the Corporation shall obtain at least the amount of and types of insurance up to the applicable tort liability limits under MN Stat. 466. A copy of the insurance policy must be submitted to the Corporation's authorizer and the commissioner before starting operations. Changes in the Corporation's insurance carrier or policy must be submitted to the authorizer and commissioner within 20 business days of the change.

ARTICLE XII - FINANCIAL MATTERS

12.1 FISCAL YEAR.

The fiscal year of the Corporation shall be from July 1 of one calendar year to June 30 of the following calendar year.

12.2 ACCOUNTING SYSTEM.

The Board of Directors shall cause to be established and maintained, in accordance with generally accepted accounting principles applied on a consistent basis, an appropriate accounting and financial reporting system for the Corporation.

12.3 ANNUAL AUDIT.

The Board of Directors shall engage an independent auditor to annually audit the records and books of the Corporation. The Secretary and Treasurer shall submit all records and books of the Corporation for examination by the auditor as requested. Pursuant to MN Stat. 124E.16 subd. 1, the Corporation will submit an audit report to the commissioner and its authorizer by December 31 each year.

12.4 DOCUMENTS KEPT AT REGISTERED OFFICE.

The Board of Directors shall cause to be kept at the registered office of this Corporation all Minnesota Open Meeting Law and originals or copies of:

12.4.1 Records of all proceedings of the Board of Directors and all

12.4.2 Records of all votes and actions of the records of: members;

12.4.3 All financial statements

12.4.4 Articles of this of Incorporation Corporation; and required by the committees; and Bylaws of this Corporation and all amendments restatements thereof.

ARTICLE XIII: MISCELLANEOUS

13.1 MANDATE.

The mandate of the school shall be, as outlined in the corporation's charter, to be an antiracist institution. Antiracist is defined as actively working to combat and dismantle racism in all forms. This mandate cannot be amended, changed or removed without 90% approval of the entire voting school body. The corporation shall exercise all its duties and purposes in accordance with this mandate.

13.2 REPRESENTATIVE BODIES.

The corporation shall have at all times three representative bodies for three of the constituent groups which shall be:

(1) The Family Council: A representative body of the parents and guardians of the students of the school duly elected by parents and guardians;

(2) The Student Council: A representative body of the students of the school duly elected by students; and

(3) The Directorate: A representative body of the teachers of the school duly elected by the teachers.

13.3 POWER OF REVIEW.

This corporation's bylaws grant powers of oversight and review to the standing committees consistent with MN Stat. 124E.06 Subd. 2(a), MN Stat. 317A.201, MN Stat. 317A.181 Subd. 1, MN Stat. 317A.241, and MN Stat. 317A.237. Prior to the passage of any Board policy/directive dealing with one or more of the following issues:

- (1) Curriculum programming;
- (2) Personnel policies;
- (3) Operating procedures;
- (4) School policies;
- (5) School goals; and/or
- (6) Metrics for evaluation;

The Board of Directors will deliver to each standing committee a copy of a new proposed policy or directive. Each standing committee is responsible for reviewing the proposed policy/directive and issuing a review to the Board of directors within 10 business days of receipt. Upon receipt, the standing committee will review the policy or directive and may:

- (1) Provide feedback with no request for changes;
- (2) Declare the committee has no issues with the proposed policy/directive;
- (3) Request amendments; or
- (4) Express disapproval by objecting to the policy/directive and request that the Board of Directors reconsider passing the policy all together.

If the standing committee requests that the Board amend the policy/directive prior to passage or objects to the passage of the policy/directive, the Board must convene a special meeting of the standing committees to discuss the issue(s) of concern. The special meeting will be held according to MN Stat. 317A.231, Open Meeting Law, and consistent with section 6.2 of these bylaws. The Board will use the special meeting to try and reach a mutual decision about whether the policy/directive should be amended or abandoned. Following the special meeting, the Board of Directors may choose to override the concern of the committee(s) and pass the policy/directive, to resend the policy/directive from consideration, or it may choose to revise the policy/directive.

If the Board chooses to amend the policy or directive, a review panel will be formed, consisting of one member from each of the standing committees and two Board members. The review panel is responsible for amending the policy or directive and is subject to Open Meeting Law, MN Stat. 317A.231, and the guidelines outlined in section 6.2 of these bylaws. The review panel should endeavor to reach a consensus, but can approve changes to the policy or directive with approval from four (4) of the five (5) review panel members if a full consensus cannot be reached. If the review panel does not reach a full consensus, the Board may only pass the policy

with the approval of three-quarters ($\frac{3}{4}$) of the full voting body of the Board of directors. The Board may alternatively choose to abandon the policy/directive.

If the Board chooses to override the standing committee's request to amend or rescind a policy/directive, the policy/directive can only pass with a full consensus of the full voting body of the Board of Directors. The power of review is not absolute and may only be exercised within a specific timeframe. Standing committees have ten (10) business days from the point they receive the proposed policy/directive to issue a review to the Board after which point the Board of directors is under no obligation to consider any concerns of the standing committee(s) and may pass the policy/directive at will. In this case, standard voting rules as outlined in section 5.8 of these bylaws will be in effect. Any issues requiring emergency action and that are time sensitive are exempt from the requirements of oversight and review and may be passed without going through the policy review process.

13.4 BUDGETARY REVIEW.

The Board of Directors shall finalize the budget for the subsequent school year by February 15th of the current school year, or the Monday after if the date falls on a weekend, and shall submit the finalized budget for review to the standing committees before final approval. The standing committees shall have two weeks from receipt to review the budget and may at their discretion submit a request for formal review for areas of concern. The Board of Directors must, upon receipt of a request for formal review, hold a special meeting within 10 days of receipt to discuss the concerns of the standing committee in accordance with Open Meeting Law, MN Stat. 13D.04 Subd. 2. The Board of Directors must submit a final decision to the concerned standing committee and other standing committees informing the committees of its decision to change or not change the budget within 10 days of the special meeting.

Should the Board decide to make changes following a review it must resubmit the finalized budget for review to the standing committees, who may, if they have not yet submitted a request for formal review, submit a request for formal review of any new changes to the budget within 10 days of receipt. If another standing committee requests a formal review, the Board of Directors will hold a special meeting with all the standing committees to review the request for formal review. All three committees will be given the opportunity to express their concerns and provide suggestions. Following the meeting, the Board of Directors will make its final decision to make further amendments or allow the budget to stand and submit their final decision within 10 days of the special meeting. After which point, the finalized budget will be added to the agenda for approval by the Board of Directors at its next Board meeting. Each standing committee has one opportunity each year to submit a formal request for review of the final budget. The Board of Directors is not required to make changes to the budget but must consider the concerns of each standing committee.

13.5 POLICY CREATION THROUGH COMMITTEE PROPOSAL.

Consistent with MN Stat. 124E.06, Subd 2, MN Stat. 317A.241, and MN Stat. 317A.237, the standing committees shall have the power to draft and propose policies for consideration by the Board of Directors. Each committee must follow a specific process for policy development and must adhere to the following guidelines:

- (1) Any policy proposal must be supported by a full consensus of the standing committee before proceeding out of committee;

- (2) If a policy proposal receives a full consensus vote of the standing committee proposing the policy, it must then be presented to the other standing committees for review who may:
 - (a) Suggest amendments or changes to the policy; or
 - (b) Support the policy outright with no requests for changes; or
 - (c) Oppose the policy outright.
- (3) If the standing committees suggest changes or amendments to the proposed policy, the policy is then presented to a joint council of the standing committees:
 - (a) The joint council is a nine (9) member council composed equally of members from the three standing committees.
 - (b) The joint council meeting will be held according to MN Stat. 317A.231, Chapter 13D Open Meeting Law, and consistent with section 6.2 of these bylaws.
 - (c) The members of the joint council, who are nominated by their respective standing committee to represent their standing committee's interests, will work collaboratively to amend the policy and reach an agreement on the proposed policy.
 - (d) At least seventy-five percent (75%) or seven (7) of the nine (9) members of the council must agree with the final wording of the proposed policy before it can proceed to the Board of Directors for consideration.
 - (e) If there is not enough support among the members and an agreement cannot be reached, the policy will be considered dead. If at least seventy-five percent (75%) of joint council members come to an agreement the proposed policy will go to the Board of Directors for consideration.
- (4) If there is no support amongst the other standing committees for the policy, it cannot proceed and is considered dead.
- (5) If there is no opposition to the proposed policy from the other standing committees, the policy will go before the Board of Directors for consideration.
- (6) Once presented with the proposed policy, the Board of Directors can vote on the proposed policy as written or may convene a review panel to suggest amendments before bringing the proposed policy to a vote. The review panel is subject to Open Meeting Law, MN Stat. 317A.231, and the guidelines outlined in section 6.2 of these bylaws.
- (7) The review panel will consist of one representative from each standing committee and two representatives from the Board of Directors. If at least four (4) of the five (5)

members of the panel come to an agreement, the policy will proceed to the Board of Directors for consideration and a vote. If at least four (4) of the five (5) member panel cannot come to an agreement, the policy will be considered dead and will not proceed out of the review panel.

- (8) The Board of Directors is obligated to consider and put to a vote any proposed policy from a standing committee that makes it through the review process and is brought before the Board for consideration. Standard voting rules shall apply as laid out in section 5.8 of these bylaws.

13.6 PLEDGE OF ALLEGIANCE.

At the August meeting, before the start of each new school year, the Board of Directors shall take up for consideration and vote to waive the requirement that students recite the Pledge of Allegiance to the Flag of the United States of America one or more times each week of the school year consistent with MN Stat. 121A.11 Subd. 3(2).

ARTICLE XIV - DEFINITIONS

14.1 PRIMARY ELECTION.

A primary election is an independent election held by a standing committee to elect and submit for nomination the names of members to appear on the annual election ballot.

14.2 ANNUAL ELECTION.

The annual election is an election that takes place once each year on the 3rd Tuesday in April to elect the individuals who will serve on the Board of Directors as outlined in section 5.6.1 of these bylaws.

14.3 EX-OFFICIO DIRECTOR WITH LIMITED VOTING RIGHTS.

An ex-officio director with limited voting rights is a member of the Board of Directors whose voting rights are limited and may only be exercised under specific circumstances for example as outlined in section 9.2 of these bylaws.

14.4 VOTING QUORUM.

A voting quorum is the number of directors present at a Board meeting with the right to vote who must be present to pass a policy or directive. A voting quorum corresponds with standard quorum outlined in section 5.7 of these bylaws.

14.5 SCHOOL FOUNDER.

A school founder is defined as an individual listed as a "School Founder" on the Corporation's New Charter School Affidavit approved by the Minnesota Department of Education.

14.6 FULL VOTING BODY.

A full voting body of the Board of Directors shall constitute all eligible voting members of the Board. Members with a conflict of interest are not eligible voters under this definition.

14.7 EMERGENCY ACTION.

An emergency action shall constitute any action that the Board of Directors must act upon where a failure to act immediately could jeopardize the Corporation. An emergency is a situation, where because of the circumstances, in the judgment of the public body, it requires immediate consideration by the public body.

14.8 FULL CONSENSUS.

A full consensus is a unanimous decision of all the members of a group. All the members of the group are in agreement and fully support the course of action.

ARTICLE XV - AMENDMENTS

Subject to the provisions of MN Stat.317A.181 Subd. 2(b), these bylaws may be amended in whole or in part by an affirmative vote of a majority of the directors then seated.

ADOPTED AT THE MEETING OF THE BOARD OF DIRECTORS this 20th day of July, 2022.

BOARD CHAIR OF BOARD OF DIRECTORS
THE ANGELA DAY SCHOOL FOR LIBERATION
AND PROGRESSIVE EDUCATION

Attest:



Martha Mathis, Secretary

By: 

Dianna Myles, Chair

CHARTER SCHOOL CONTRACT AMENDMENT

BETWEEN

Osprey Wilds Environmental Learning Center – the AUTHORIZER

AND

The Angela Day School for Liberation and Progressive Education – the CHARTER SCHOOL

1. This amendment (the "Amendment") is made by the **Osprey Wilds Environmental Learning Center** (hereinafter "the AUTHORIZER") and **The Angela Day School for Liberation and Progressive Education** (hereinafter "the CHARTER SCHOOL") parties to the Charter School Contract which was fully executed on October 25, 2021 (the "Agreement").

2. The Agreement is amended as follows:

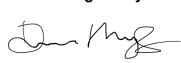
- A. The original Exhibit B: Articles of Incorporation is replaced in its entirety by the revised Exhibit B: Articles of Incorporation dated December 8, 2021.
- B. The original Exhibit C: Bylaws is replaced in its entirety by the revised Exhibit C: Bylaws dated December 20, 2021.
- C. The original Exhibit G: Academic and Academic-Related Goals is replaced in its entirety by the revised Exhibit G: Academic and Academic-Related Goals dated November 30, 2021.
- D. The original Exhibit I: Admissions Policies is replaced in its entirety by the revised Exhibit I: Admissions Policies dated December 14, 2021.

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.

**The Angela Day School for Liberation
and Progressive Education**

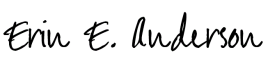
DocuSigned by:

By _____
8D841884FF1E4CC...
(Signature)

President, Board of Directors
Title

Dianna Myles
(Print Name)

12/23/2021
Date

Osprey Wilds Environmental Learning Center

DocuSigned by:
(AUTHORIZER)

By _____
ETB240AD936B408...
(Signature)

Director of Charter School Authorizing
Title

Erin E. Anderson
(Print Name)

1/3/2022
Date

**ARTICLES OF INCORPORATION
OF THE ANGELA DAY SCHOOL FOR LIBERATION AND PROGRESSIVE EDUCATION**

The undersigned incorporator is an individual 18 years of age or older and adopt the following articles of incorporation to form a nonprofit corporation (Chapter 317A).

**ARTICLE I
NAME**

The name of this corporation shall be THE ANGELA DAY SCHOOL FOR LIBERATION AND PROGRESSIVE EDUCATION

**ARTICLE II
REGISTERED OFFICE ADDRESS**

The place in Minnesota where the principal office of the corporation is to be located at 2000 HUMBOLDT AVE S, MINNEAPOLIS, MN 55405

**ARTICLE III
PURPOSE**

This corporation is organized exclusively for charitable, and educational purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

The purpose of this corporation is:

To operate for the educational purposes of a charter school in accordance with Minnesota Charter School law as outlined in Minnesota Statute Chapter 124E.03. To manage and support the educational program of a public charter school in the Minnesota and to perform all other acts necessary or incidental to these purposes and to do whatever is deemed necessary, useful, advisable or conducive, directly or indirectly, to carry such purpose, as set forth in these Articles of Incorporation, including the exercise of all other power and authority enjoyed by corporations by virtue of the provisions of the Minnesota Statute 317A for Nonprofit corporations, subject to the limitations of Section 501(c)(3) of the Internal Revenue Code and the terms of the corporation's charter approval and charter contract. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

**ARTICLE IV
EXEMPTION REQUIREMENTS**

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

1. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.
2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

3. Notwithstanding any other provisions of this document, the corporation shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future tax code, or by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future tax code.

**ARTICLE V
MEMBERSHIP/BOARD OF DIRECTORS**

This corporation shall not have members with voting rights.

The management of the affairs of the corporation shall be vested in a board of directors, as defined by the corporation's bylaws. No director shall have any right, title or interest in or to any property of the corporation.

The number of directors constituting the initial board of directors shall be no less than five (5) and no more than eleven (11).

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

**ARTICLE VI
PERSONAL LIABILITY**

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

**ARTICLE VII
DURATION/DISSOLUTION**

The duration of the corporate existence shall be perpetual until dissolution.


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

**ARTICLE VIII
INCORPORATORS**

In witness whereof, we, the undersigned, have hereunto subscribed my name for the purpose of forming the corporation under the laws of the State of Minnesota and certify I have executed these Articles of Incorporation this 8th day of December, 2021.

Incorporator Name Dianna Myles

Incorporator Address, City, State, ZIP 2000 Humboldt Avenue S, Minneapolis, MN 55405

Incorporator Signature 



Work Item 1276441700023
Original File Number 1180336300020

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
12/08/2021 11:59 PM

Steve Simon

Steve Simon
Secretary of State

**BYLAWS
OF
The Angela Day School for Liberation and Progressive Education
(the “Corporation”)**

ARTICLE I - NAME AND PRINCIPAL OFFICE

1.1 NAME.

As registered with the State of Minnesota through its Articles of Incorporation, the name of the Corporation shall be The Angela Day School for Liberation and Progressive Education.

1.2 OFFICE.

The principal office of this corporation, The Angela Day School for Liberation and Progressive Education, shall temporarily be the registered office of the Corporation in the State of Minnesota as stated in the Articles of Incorporation until such time the Board of Directors shall deem it necessary to establish a new principal office. The Corporation shall have such other offices within the State of Minnesota as the Board of Directors may determine necessary or required. The registered office may be, but need not be, identical with the principal office in the State of Minnesota. The principal office of this corporation, where the general business of this corporation shall transpire and where records are kept, will remain at the address stated in the Articles of Incorporation until otherwise determined by the Board of Directors.

ARTICLE II - PURPOSE, PRINCIPAL PHILOSOPHY, AND RESPONSIBILITIES

2.1 PURPOSE.

The purposes of the Corporation are as stated in its Articles of Incorporation.

2.2 PRINCIPAL PHILOSOPHY.

The charter school is founded on the principles and pedagogical philosophy of the Association of Waldorf Schools of North America (AWSNA), the North American Reggio Emilia Alliance (NAREA), the Progressive Education Network (PEN), and the Education for Liberation Network. The school will endeavor, whenever possible, to hire AWSNA, NAREA, PEN, or ELN trained educators while also balancing the school’s commitment to recruiting underrepresented teachers of color.

2.3 RESPONSIBILITIES.

The Board of Directors shall decide and is responsible for policy matters related to operating the school, including budgeting, curriculum programming, personnel, and operating procedures. The board shall adopt a nepotism policy. The board shall adopt personnel evaluation policies and practices that, at a minimum: (i) carry out the corporation’s mission and goals; (ii) evaluate how charter contract goals and commitments are executed; (iii) evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals; (iv) establish a teacher evaluation process under section 124E.03 Subd. 2, paragraph (h); and (v) provide professional development related to the individual’s job responsibilities. In addition, the basic responsibilities of the Board of Directors shall also include the following responsibilities unless specified otherwise by law pursuant to MN Stat. 124E.07 Subd. 6:

2.3.1 Developing and approving the budget and providing financial oversight

- 2.3.2 Establishing the framework for all curriculum development in collaboration with the Executive Director, Administrative Coordinator for Antiracist Curriculum and Programming, and Pedagogical Director
- 2.3.3 Establishing school policies in collaboration with the Executive Director/Head of School and Teacher’s Consortium
- 2.3.4 Developing and implementing strategic plans for growth
- 2.3.5 Spearheading development and fundraising
- 2.3.6 Hiring and overseeing the work of the Executive Director/Head of School
- 2.3.7 Establishing and setting school goals and creating metrics for evaluating goals
- 2.3.8 Evaluating the efficiency and efficacy of school operations and curriculum
- 2.3.9 Lead with a clear understanding of charter school law

ARTICLE III - MINNESOTA LAW COMPLIANCE

3.1 COMPLIANCE.

The governance of the Corporation will at all times be in accord with the provisions of MN Stat. 317A (Nonprofit Corporations), MN Stat. 124E (Charter Schools) and 124E.20 (Revenue for a Charter School), MN Stat. 13D.01 et. seq (Minnesota Open Meeting Law), and such other provisions of Minnesota laws therein referenced.

ARTICLE IV – MEMBERSHIP

4.1 MEMBERSHIP.

This Corporation shall have no membership.

ARTICLE V - BOARD OF DIRECTORS

5.1 GENERAL POWERS.

The affairs of the Corporation shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these Bylaws, MN Stat. 124E, and by law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

5.2 DIRECTOR RESPONSIBILITIES.

Board members are expected to be good stewards of the Corporation, attend all board meetings, actively participate in Board activities, attend Department of Education approved training as may be required from time to time and comply with all state and federal laws that pertain to Minnesota Charter Schools. All new board members are required to participate in the annual Board of Directors Retreat held in July before the first meeting of the year. Pursuant to MN Stat 124E.07 Subd. 7, every charter school board member shall attend annual training through the member’s term. All new board members shall attend initial training on the board’s role and responsibilities, employment policies and practices, and financial management. A new board member who does not begin the required initial training within six (6) months after being seated and complete that training within twelve (12) months after being seated is automatically ineligible to continue to serve as a board member and shall be removed by the Board of Directors.

5.3 COMPOSITION.

5.3.1 INITIAL BOARD OF DIRECTORS.

The initial board of directors shall consist of at least five (5) members but not more than eleven (11) members who are not related parties and shall be appointed by the operators authorized to organize and operate the Corporation. Each new appointment must be approved by a consensus of the operators. The initial board of directors shall be in alignment with MN Stat. 124E.07 Subd. 1.

5.3.2 ONGOING BOARD MEMBERS.

At all times, the board of directors shall be comprised of at least five (5) but no more than twelve (12) non-related members and shall include: (i) at least one licensed teacher who is employed as a teacher at the school or provides instruction under contract between the charter school and a cooperative; (ii) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (iii) at least one interested community member who resides in Minnesota, is not employed by the charter school, and does not have a child enrolled in the school. The board shall be comprised of an equal representation of parents, teachers, students, and community members. The licensed teacher serving as The Administrative Coordinator for Antiracist Curriculum and Programming shall serve as an honorary advisor. The chief financial officer and chief administrator shall serve as ex-officio non-voting members. Board membership is in accordance with MN Stat. 124E.07.

5.3.3 CONSTITUENCIES.

The composition of the board of directors shall be comprised of four representative constituencies, representing four different constituencies of the corporation:

- Three (3) teacher leaders and two (2) alternate teacher leaders elected and nominated by the staff to be featured on the ballot for election by the voting body of the corporation;
- Three (3) student representatives and two (2) alternate student representatives elected and nominated by the students to be featured on the ballot for election by the voting body of the corporation;
- Three (3) parent or guardian representatives and two (2) alternate parent/guardian representatives elected and nominated by the families to be featured on the ballot for election by the voting body of the corporation;
- Three (3) community-at-large representatives and two (2) alternate community-at-large representatives nominated by the board of directors to be featured on the ballot for election by the voting body of the corporation

5.3.4 ADVISORS TO THE BOARD OF DIRECTORS.

The following may, at their option, sit as non-voting honorary advisors, ex-officio to the Board of Directors:

- (1) The Corporation's Executive Director and its Chief Financial Officer;
- (2) The licensed teacher serving as the Administrative Coordinator for Antiracist Curriculum and Programming

5.4 TERMS.

5.4.1 INITIAL BOARD OF DIRECTORS.

The Initial Board of Directors shall serve until the election of the Ongoing Board of Directors in year 1, 2, and 3 of the school's operation with one-third ($\frac{1}{3}$) of the initial director seats up for election each year.

5.4.2 ONGOING BOARD MEMBERS.

Directors are elected at the annual election for a term of three (3) years (unless the board specifically designates a shorter term). Directors who are representatives of the teaching staff, families, and community shall hold office for a three (3) year term unless or until the director dies, resigns, is removed, or the term otherwise expires pursuant to the bylaws of the Corporation or as provided by law. No teaching staff or family representative may serve more than three terms consecutively. Community representatives may run for as many terms as they desire. Directors who are representatives of the student body shall hold office for a one (1) year term unless or until the director dies, resigns, is removed or expelled, formally withdraws, or the term otherwise expires pursuant to the bylaws of the Corporation or as provided by law. Only students who will be in seventh or eighth grade for the upcoming school year are eligible to serve on the Board of Directors. At no time will all Board positions be up for election in the same year.

5.5 NOMINATION PROCESS.

At least sixty (60) days prior to the annual election, each representative body shall nominate and/or elect representatives whose names shall appear on the ballot except for representatives from the community-at-large who are nominated by the Board of Directors. Each representative constituency shall submit the list of elected representatives or nominees to the Election Committee of Board of Directors who will compile the list of nominees and notify the eligible voters of the nominees for each position 30 days before the date of the election of the Board of Directors.

5.6 ELECTIONS.

5.6.1 BOARD OF DIRECTORS.

The election of the Board of Directors shall be in compliance with MN Stat. 124E.07 Subd. 5. Elections for the Board of Directors shall be held in-person each school year on the third Tuesday of April when the school is open. Only staff members employed at the school, including teachers providing instruction under a contract with a cooperative, members of the board of directors, and all parents or legal guardians of children enrolled in the school are eligible to vote to elect members of the Board of Directors. All eligible voters must be notified of the election at least 30 days before the election.

5.6.2 STUDENT DIRECTORS.

Every February, students shall elect and nominate five (5) representatives from the rising seventh and eighth grade classes to serve for one (1) year on the Board of Directors. Only three (3) will have voting rights at any one time, and two (2) will serve as alternates. The Board of Directors will assist students with their annual elections, and will coordinate special elections if

any unexpected vacancies arise. The Board of Directors will also provide on-going mentoring to student representatives.

5.6.3 PARENT AND GUARDIAN DIRECTORS.

The Family Council will hold annual elections to nominate members to fill vacancies due to expiration of terms. Elections are held in February. Representatives are elected on a rotating basis so no more than two are elected each year.

5.6.4 TEACHER DIRECTORS.

The Teacher's Consortium will hold annual elections to elect and nominate teaching faculty to serve on the Board of Directors in February each year. Representatives of the Consortium are elected on a rotating basis to ensure that no more than two are elected each year.

5.6.5 COMMUNITY-AT-LARGE DIRECTORS.

The Board of Directors shall nominate and select community members to serve on the Board of Directors. Nominations and approval of nominations take place in February.

5.6.6 ALTERNATES.

The staff, family, and community constituencies shall nominate for election two alternative representatives each. Alternates do not have voting rights when not sitting in as an alternate but may sit in for members who are absent at regular meetings; in those cases, alternates may exercise the right to vote. Alternates may also replace regular members if the member dies, resigns, is removed or is expelled before the end of their term. Alternates may not serve as a Board of Director officer.

5.7 QUORUM AND ADJOURNED MEETING.

A duly called meeting at which a majority of the members of each constituency of the Board of Directors is present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, a quorum is not present at any such meeting, the directors present may adjourn the meeting. If a quorum is present when a duly called meeting is convened, and later enough directors withdraw from the meeting so that less than a quorum remains, no further business can be transacted and the Board Chair may adjourn the meeting.

5.8 VOTING.

Each member of the Board of Directors shall have the power to exercise one (1) vote on all matters to be decided by resolution by the board. Decisions shall be made by consensus where possible except for decisions to remove a board member, where a simple majority will suffice. Failing a consensus, a matter under discussion shall be tabled until the next scheduled meeting. Alternatively, a special meeting may be called where if consensus cannot be reached, a two-thirds (2/3) vote of each constituency shall suffice. The affirmative vote of two-thirds (2/3) of each representative constituency of the Board of Directors shall constitute a duly authorized action of the Board of Directors. A director is prohibited from appointing a proxy or to vote by proxy at any meeting of the Board of Directors. A director who is present at a meeting of the Board of Directors when an action is approved by the Board of Directors is presumed to have assented to the action unless the director votes against the action or is prohibited from voting on the action. To the extent this section is in conflict with the Open Meeting law, the Open Meeting law must be followed.

5.9 RESIGNATION AND REMOVAL.

Any director may resign at any time by giving written notice to the Chair or to the Secretary. Such a resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director shall be deemed to have resigned when he or she ceases to meet the qualifications of a teacher, parent/guardian, student, or community member representative of the corporation. Any director may at any time be removed with cause by the Board of Directors.

5.10 VACANCIES.

Any vacancy occurring because of the death, resignation or removal of a director shall be filled by the Board of Directors for the unexpired term of such director. Each year, the Board of Directors elects a nominating committee to fill board seats left open by a vacancy. The nominating committee shall be equally representative of all four constituencies. The nominating committee recruits candidates, reviews candidates who present themselves and issues a slate of nominees to the Board of Directors. It is the responsibility of the nominating committee to ensure that the nominees are representative of the ethnic, racial, and cultural diversity of the school community and to ensure that any nominees to fill teacher representatives represent a variety of grade levels or specialties.

5.11 COMPENSATION.

Directors shall not receive salaries for their services. Directors may be reimbursed for reasonable out of pocket expenses, as the Board of Directors from time to time determines to be in the best interest of the school.

5.12 DIRECTOR CONFLICT OF INTEREST.

Directors must comply with MN Stat. 124E.07 Subd. 3 regarding conflict of interest. An individual is prohibited from serving as a member of the charter school board of directors if: (i) the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (ii) an immediate family member is an employee of the school. An individual may serve as a member of the board of directors if no conflict of interest exists under MN Stat. 124E.07 Subd. 3 (b). A violation of Subd. 3 (b) renders a contract voidable at the option of the commissioner or the charter school board of directors. A member of a charter school board of directors who violates this statute is individually liable to the charter school for any damage caused by the violation. Any employee, agent, or board member of the authorizer who participates in initially reviewing, approving, overseeing, evaluating, renewing, or not renewing the charter school is ineligible to serve on the board of directors of a school chartered by that authorizer. In addition, all directors are expected to fully disclose all conflicts or potential conflicts of interest and refrain from voting on any such matter consistent with MN Stat. 124E.14. No member of the Board of Directors shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when: (i) the board member, employee, officer, or agent; (ii) the immediate family of the board member, employee, officer, or agent; (iii) the partner of the board member, employee, officer, or agent; or (iv) an organization that employs, or is about to employ any individual in clauses (i) to (iii), has a financial or other interest in the entity with which the charter school is contracting. A violation of this prohibition renders the contract void.

The conflict of interest provisions do not apply to compensation paid to a teacher employed as a teacher by the charter school or a teacher who provides instructional services to the charter school through a cooperative formed under chapter 308A when the teacher also serves on the charter school board of directors.

5.13 EX OFFICIO AND HONORARY ADVISOR DIRECTORS.

The Board of Directors may, from time to time, appoint one or more ex officio or honorary advisor directors to the Board who shall be advisory members to the Board. Any such appointment shall be for such term and based on such criteria as the Board of Directors from time to time deems appropriate. All ex officio and honorary directors must meet the membership criteria as laid out in MN Stat. 124E.07 Subd. 3. No ex officio or honorary director, other than the executive director or chief financial officer, can be an employee of the school other than a teacher. The Executive Director shall be appointed by the Board of Directors and shall serve as a non-voting member of the Board of Directors. The licensed teacher serving as the Administrative Coordinator for Antiracist Curriculum and Programming shall serve as an honorary advisor of the Board of Directors. Honorary Advisor directors are non-voting advisors who sit in on board of director meetings and provide advice, official opinions on behalf of their position, and participate in regular discussion during board of director meetings when called upon to provide input regarding their area of expertise.

5.14 AMENDING BOARD STRUCTURE.

The Board of Directors may change its governance structure only: (i) 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 contract between the school and a cooperative; and (ii) with the authorizer's approval. Any change in board governance structure must conform with the board composition established under MN Stat. 124E.07 Subd. 3 and consistent with MN Chapter 317A.

ARTICLE VI - MEETINGS

6.1 REGULAR MEETINGS.

Regular meetings of the Board of Directors shall be held as determined by the board at least eleven times per year from August to June. A schedule of the regular meetings shall be published on the printed and website-based online school calendar and kept on file at the primary office of the Corporation. If the board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule of regular meetings, it shall give that same notice of the meeting that is required for special meetings in accordance with the Open Meeting Law, MN Stat. 13D.04 Subd. 1 and 2, as amended.

6.2 SPECIAL MEETINGS.

Special meetings of the Board of Directors may be called at any time, for any purpose, by the Chair of the Board or by at least two (2) Directors. Notice of such meetings shall be given in accordance with the Open Meeting Law, MN Stat. 13D.04 Subd. 2, as amended. Notice of such meetings shall be given personally, emailed or mailed to each Director, addressed to him at his residence or his usual place of business at least three (3) days before the day on which the

meeting is to be held. The notice shall state the date, time, place and purpose of the meeting in accordance with the Open Meeting Law.

6.3 END OF YEAR MEETING.

The End of Year Meeting of the Board of Directors shall be held in May for the purpose of presenting reports by the Board Chair, Treasurer, and Executive Director on the activities and financial condition of the school. The Board approved Annual Report, as required under MN Stat. 124E.16 Subd. 2, will be distributed at this time. Elections for open seats on the Board of Directors will take place in accordance with MN Stat. 124E.07 and Section 5.6 of these bylaws and the results will be presented at the End of Year Meeting.

6.4 ANNUAL MEETING.

As the Corporation is without a membership, the Board of Directors will not hold an annual meeting.

6.5 EMERGENCY MEETINGS.

When circumstances, in the judgment of the Board of Directors, require the immediate consideration of an issue by the Board, the Board may call an emergency meeting in accordance with the procedures set forth in the Open Meeting Law, MN Stat.13D.04 Subd. 3, as amended.

6.6 MEETING NOTICE.

Written notice of each meeting of the Board of Directors for which written notice is required shall occur pursuant to the notice requirements of the Open Meetings Law, MN Stat. 13D.04 The Board shall make public a notice of all meetings that will be kept on file at the school and made available to any person who requests access. The same schedule will be published on the school's website. In the event the Board decides to hold a meeting at a different time or in a different location than has been made public previously, the Board will post the change on the school door at least three days prior to the meeting date and mail the notice of change to any persons who requested notification of changes in meeting dates/locations. This information will also be posted on the school's website and go out in an email communication to parents and community members who are on the school's mailing list.

6.7 RECESSED OR CONTINUED MEETINGS.

Pursuant to the MN Stat. 13D.04 Subd. 4 of the Open Meeting Law, when a meeting of the Board of Directors is recessed or continued to another time or place, notice of the recessed or continued meeting need not be given other than by announcement at the meeting at which recess or continuance is taken.

6.8 OPEN MEETING LAW.

All Board of Director meetings, committee meetings of the Board of Directors, and notice of all such meetings, shall comply with MN Stat. 13D Open Meetings Law.

ARTICLE VII - COMMITTEES OF THE BOARD

7.1 COMMITTEE FORMATION.

The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define the authority of, set the number and determine the identity of, members of one or more committees. The board may, by similar vote, designate alternate or replacement members of any committee. Committee members need not be members of the Board of Directors. The Board Chair shall be an ex-officio member of all committees, unless the Board Chair serves as a member of such committee.

7.2 AUTHORITY OF COMMITTEES.

The Board of Directors may act by and through such committees as may be specified in resolutions adopted by a majority of the members of the Board of Directors. Each such committee shall have such duties and responsibilities as are granted to it from time to time by the Board of Directors. Each such committee shall at all times be subject to the control and direction of the Board of Directors. Each committee shall be under the direction and control of the board and shall keep regular minutes of its proceedings. All committee recommendations are subject to the approval of the regular meeting of the board.

7.3 EXECUTIVE COMMITTEE.

The Board of Directors may designate an Executive Committee composed of at least three (3) directors designated by the Board of Directors. The Executive Committee shall have the authority of the Board of Directors in the management of the business of this corporation in the interval between meetings of the Board of Director, and the Executive Committee shall at all times be subject to the control and direction of the Board of Directors and hold meetings pursuant to the provisions of the Open Meetings law, MN Stat. 13D.

7.4 PROCEDURES FOR CONDUCTING MEETINGS.

Committee activities shall be conducted such that they will advance the best interest of the Corporation. The meetings of all committees shall be open to attendance by all directors, but such directors may not vote unless they are members of that committee. Meeting of each committee will be called, noticed, and held pursuant to the provisions of the Open Meetings Law, MN Stat. 13D.

ARTICLE VIII - OFFICERS

8.1 OFFICERS.

The officers of the Board of Directors shall be elected by the members of the board to serve for a term of three (3) years and shall consist of a Board Chair, Vice Chair, Treasurer, and Secretary. The officers shall be directors of the Corporation. The Board may appoint such additional officers with such duties as it deems necessary. Any officer may be at any time removed by the Board of Directors with or without cause prior to the expiration of his or her term by an

affirmative vote of the majority of the board. The Executive Director shall be appointed by the Board of Directors and shall serve as a non-voting ex officio member. Duties of the officers shall be as follows:

8.2 BOARD CHAIR.

The Chair shall preside at all meetings of the Board of Directors. The Board Chair shall see that orders and resolutions of the board are carried into effect; sign and deliver in the name of the Corporation deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Corporation, except in cases in which authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Corporation's organizational documents or by the board to another officer or agent of the Corporation; maintain records of and, when necessary, certify proceedings of the board; and perform other duties prescribed by the board or the MN Stat. 317A.305 Subd. 2.

8.3 VICE CHAIR.

The Vice Chair shall act in the capacity of the Chair whenever the Chair is absent or unable to attend to the Corporation's business. The Vice Chair shall perform other such duties prescribed by the board from time to time or by MN Stat. 317A.311.

8.4 SECRETARY.

The Secretary shall provide for the keeping of accurate minutes of all meetings and shall be responsible for the custody of the records, documents and papers of this corporation. The Secretary shall provide for the keeping of proper records of all transactions of this corporation. The Secretary shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice to the offices of Secretary, or imposed by these bylaws. The Secretary shall also perform such other duties as may be assigned to him or her from time to time by the Board of Directors.

8.5. TREASURER.

The Treasurer is responsible to ensure that adequate financial records are kept, accurate and timely financial reports are delivered to the board and that an audit of the organization's finances are completed annually. The Treasurer may also be asked by the executive to assist in preparation of the budget to be submitted to the full board and to help interpret financial reports to the full board.

8.6 EXECUTIVE DIRECTOR.

The Executive Director shall be the chief executive officer of the corporation. The Executive Director shall be responsible for the general supervision, direction and management of the affairs of this corporation. The execution of any instrument by the Executive Director on behalf of this corporation shall have the same force and effect as if it were executed on behalf of this corporation by the Chair. The Executive Director shall provide for the maintenance of accurate financial records for this corporation and safeguarding the assets of this corporation. The

Executive Director shall present a report of this corporation's financial transactions and status to the Board of Directors quarterly, and shall from time to time make such other reports to the Board of Directors as it may require.

8.7 ADDITIONAL POWERS.

Any officer of this corporation, in addition to the powers conferred upon him or her by these Bylaws and/or MN Stat. 124E, shall have such powers and perform such additional duties as may be prescribed from time to time by the Board of Directors.

ARTICLE IX - DISTRIBUTION OF ASSETS

9.1 RIGHT TO CEASE OPERATIONS AND DISTRIBUTE ASSETS.

By a two-thirds (2/3) vote of all directors, the Board of Directors may resolve that the Corporation cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of the Corporation to perform all acts necessary to affect dissolution. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

9.2 CESSATION AND DISTRIBUTION.

When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause the Corporation to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all the Corporation's assets to other entities in accordance with MN Stat. 317A.735 and in accordance with the Articles of Incorporation. Notice of intent to dissolve shall be filed with the Secretary of State, pursuant to MN Stat. 317A.723.

ARTICLE X - INDEMNIFICATION

10.1 INDEMNIFICATION.

Pursuant to MN Stat. 124E.09 (d) each director, officer, and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation as an appointed representative, shall be indemnified by the Corporation, for actions taken and decisions made by such persons on behalf of this Corporation, in accordance with, and to the fullest extent permitted by MN Stat. 317A.521.

10.2 LIMITATIONS ON INDEMNIFICATION.

The Corporation shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors.

10.3 INSURANCE.

In accordance with MN 124E.09, the Corporation shall obtain at least the amount of and types of insurance up to the applicable tort liability limits under MN Stat. 466. A copy of the insurance policy must be submitted to the Corporation's authorizer and the commissioner before starting operations. Changes in the Corporation's insurance carrier or policy must be submitted to the authorizer and commissioner within 20 business days of the change.

ARTICLE XI - FINANCIAL MATTERS

11.1 FISCAL YEAR.

The fiscal year of the Corporation shall be from July 1 of one calendar year to June 30 of the following calendar year.

11.2 ACCOUNTING SYSTEM.

The Board of Directors shall cause to be established and maintained, in accordance with generally accepted accounting principles applied on a consistent basis, an appropriate accounting and financial reporting system for the Corporation.

11.3 ANNUAL AUDIT.

The Board of Directors shall engage an independent auditor to annually audit the records and books of the Corporation. The Secretary and Treasurer shall submit all records and books of the Corporation for examination by the auditor as requested. Pursuant to MN Stat. 124E.16 subd. 1, the Corporation will submit an audit report to the commissioner and its authorizer by December 31 each year.

11.4 DOCUMENTS KEPT AT REGISTERED OFFICE.

The Board of Directors shall cause to be kept at the registered office of this Corporation all Minnesota Open Meeting Law and originals or copies of:

11.4.1 Records of all proceedings of the Board of Directors and all

11.4.2 Records of all votes and actions of the records of: members;

11.4.3 All financial statements

11.4.4 Articles of this of Incorporation Corporation; and required by the committees; and Bylaws of this Corporation and all amendments restatements thereof.

ARTICLE XII: MISCELLANEOUS

12.1 MANDATE.

The mandate of the school shall be, as outlined in the corporation's charter, to be an antiracist institution. Antiracist is defined as actively working to combat and dismantle racism in all forms. This mandate cannot be amended, changed or removed without 85% approval of the entire voting school body. The corporation shall exercise all its duties and purposes in accordance with this mandate.

12.2 REPRESENTATIVE BODIES.

The corporation shall have at all times three representative bodies for three of the constituent groups which shall be:

- (1) The Family Council: A representative body of the parents and guardians of the students of the school duly elected by parents and guardians;
- (2) The Student Council: A representative body of the students of the school duly elected by students;
- (3) The Directorate: A representative body of the teachers of the school duly elected by the teachers.

12.3 VETO POWER.

Any and all policies and directives approved by the Board of Directors are subject to review and veto by the representative bodies of the constituent groups. Each body will set forth its own rules on the percentage of members who must vote and approve a veto but it cannot be any lower than seventy-percent (70%) of the voting body. The Board of Directors may override a veto with a two-thirds ($\frac{2}{3}$) vote of the Board of Directors. In the event the board does not have enough votes to override the veto, the board may revisit the directive to make changes or abandon the directive.

12.4 PLEDGE OF ALLEGIANCE.

At the August meeting, before the start of each new school year, the Board of Directors shall take up for consideration and vote to waive the requirement that students recite the Pledge of Allegiance to the Flag of the United States of America one or more times each week of the school year consistent with MN Stat. 121A.11 Subd. 3(2).

ARTICLE XIII - AMENDMENTS

Subject to the provisions of MN Stat.317A.181 Subd. 2(b), these bylaws may be amended in whole or in part by an affirmative vote of a majority of the directors then seated.

Angela Day School for Liberation and Progressive Education

Exhibit G: Academic and Academic-Related Goals

Contract Period July 1, 2021 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 students," which means striving for the world's best workforce (WBWF) as outlined in MN Stat. 120B.11. As an authorizer, Osprey Wilds ELC must evaluate the school's performance on meeting outcomes adopted by the commissioner (i.e., WBWF). Therefore, these contractual goals and measures have been aligned to WBWF goal areas. Measures are assigned to WBWF goal area(s) as appropriate and as outlined below:

Ready for Kindergarten [R4K]

All students are ready for kindergarten.

Reading Well by 3rd Grade [RG3]

All students in third grade achieve grade-level literacy.

Achievement Gap Closure [AGC]

All racial and economic achievement gaps between students are closed.

Career and College Readiness [CCR]

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

Graduate from High School [GRAD]

All students graduate from high school.

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

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

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

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

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

Summary of Indicator Points

Indicator	Points Possible	Points Earned	% Earned
1: Mission Related Outcomes	12	0	0.0%
2: English Language Learners	6	0	0.0%
3: Reading Growth	16	0	0.0%
4: Math Growth	16	0	0.0%
5: Reading Proficiency	15	0	0.0%
6: Math Proficiency	15	0	0.0%
7: Science Proficiency (and Growth)	8	0	0.0%
8: Other Proficiency or Growth	7	0	0.0%
9: Post-Secondary Readiness	0	N/A	N/A
10: Attendance	5	0	0.0%
Overall	100	0	0.0%

Indicator 1: Mission Related

12 Points

<i>School Goal: Over the period of the contract, students at Angela Day School for Liberation and Progressive Education will demonstrate proficiency in second language learning.</i>			
Performance Ratings	Measure 1.1 [CCR] – 5 Points: In aggregate, from FY23-FY26, 90% of students will meet oral limited working proficiency (ILR Level 2) in a second language by the end of grade 5 as measured by the Interagency Language Roundtable scale.		Result:
Exceeds Target (x 1.5)	The aggregate average score is at least 95.0%.		
Meets Target (x1.0)	The aggregate average score is at least 90.0%.		
Approaches Target (x0.5)	The aggregate average score is at least 80.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 1.2 [CCR] – 5 Points: In aggregate, from FY24-26, all students will demonstrate an improvement in the habits of mind and heart as measured by the Habits of Mind THOMAS Assessment (baseline TBD in FY23).		Result:
Exceeds Target (x 1.5)	The school's aggregate is at least 10.0 points greater than the baseline.		
Meets Target (x1.0)	The school's aggregate is greater than the baseline.		
Approaches Target (x0.5)	The school's aggregate is equal to or within 10.0 points of the baseline.		
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: In aggregate, from FY24-26, the proficiency index for ADS students for reading, math and science will improve at a faster rate than that of the Minneapolis school district.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency rate improvement annually (starting with the baselines set in FY23) exceeds the rate of improvement of the Minneapolis district for all three subjects: reading, math, and science AND exceeds the rate of improvement of the state for at least one subject.		

Meets Target (x1.0)	The school's aggregate proficiency rate improvement annually (starting with the baseline set in FY23) exceeds the rate of improvement of the Minneapolis district for all three subjects: reading, math, and science.		
Approaches Target (x0.5)	The school's aggregate proficiency rate improvement annually (starting with the baseline set in FY23) exceeds the rate of improvement of the Minneapolis district for two of the three subjects: reading, math, and science.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		12	0
			% Earned
			0.0%

Indicator 2: English Language Learners

6 Points

School Goal: Over the period of the contract, students at Angela Day School for Liberation and Progressive Education will demonstrate adequate progress towards English language proficiency.			
Performance Ratings	Measure 2.1 [CCR] – 3 Points: From FY23 to FY26, 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 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 10.0 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] – 3 Points: From FY23 to FY26, the average progress toward target for English Learners grades K-8 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 10.0 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
		6	0
			% Earned
			0.0%

Indicator 3: Reading Growth

16 Points

School Goal: Over the period of the contract, Angela Day School for Liberation and Progressive Education students will demonstrate growth in reading as measured by state assessments and nationally normed assessments.			
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Performance Ratings	Measure 3.1 [CCR] – 1 Point: In aggregate, from FY23-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 the state.		Result:
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 FY23-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 the state.		Result:
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)	The school achieves an overall percentage that is no more than 10 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] – 13 Points: From FY23 to FY27, the aggregate percentage of students in grades K-8 who meet their fall to fall NWEA expected growth target will be at least 50%.		Result:
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.		
		Points Possible	Points Earned
		16	0
		% Earned	0.0%

Indicator 4: Math Growth

16 Points

School Goal: Over the period of the contract, Angela Day School for Liberation and Progressive Education students will demonstrate growth in math as measured by state assessments and nationally normed assessments.			
Performance Ratings	Measure 4.1 [CCR] – 1 Point: In aggregate, from FY23-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 the state.		Result:
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 FY23-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 than the state.		Result:
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)	The school achieves an overall percentage that is no more than 10 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] – 13 Points: From FY23 to FY27, the aggregate percentage of students in grades K-8 who meet their fall to fall NWEA expected math growth target will be at least 50%.		Result:
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.		
		Points Possible	Points Earned
		16	0
			% Earned
			0.0%

Indicator 5: Reading Proficiency

15 Points

School Goal: Over the period of the contract, Angela Day School for Liberation and Progressive Education students will demonstrate proficiency in reading as measured by state assessments, nationally normed assessments, and curriculum based assessments.			
Performance Ratings	Measure 5.1 [RG3] – 1 Point: From FY23-26, the school’s aggregate proficiency index score for students in grade 3 will be equal to or greater than that of the state for the same grade.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.2 [RG3] – 1 Point: From FY23-26, the school’s aggregate proficiency index score for students in grade 3 will be equal to or greater than that of the local district (ISD 1 – MPS) for the same grade.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.3 [CCR] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for all students grades 4-8 will be equal to or greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.4 [CCR] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for all students grades 4-8 will be equal to or greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 5.5 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Free / Reduced Price Lunch group will be equal to or greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.6 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Free / Reduced Price Lunch group will be equal to or greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.7 [AGC] – 2 Points: From FY24-FY26, the gap between the proficiency index for reading of students enrolled for two or more years at ADS and their white peers statewide will decrease by 15% from the baseline to be established in FY23.		Result:
Exceeds Target (x 1.5)	In aggregate, the gap between students at ADS and white students statewide decreases by 7% or greater from the previous year OR decreases by 20% or greater by the end of the contract term.		
Meets Target (x1.0)	In aggregate, the gap between students at ADS and white students statewide decreases by at least 5% annually OR decreases by 15% or greater by the end of the contract term.		
Approaches Target (x0.5)	The gap between students at ADS and white students statewide decreases by at least 2% annually OR decreases by 6% by the end of the contract term.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.8 [CCR] – 2 Points: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students at ADS will be 150% greater than that of the aggregate of Minneapolis Public School District Northwest Community Schools* for the same grades.		Result:
Exceeds Target (x 1.5)	In aggregate, the schools proficiency index is at least 30% greater than that of the MPS Northwest Community Schools in year 1, and grows by at least 40% annually thereafter to exceed the MSP Northwest Community Schools by at least 170% by the end of the contract term.		
Meets Target (x1.0)	In aggregate, the schools proficiency index is at least 25% greater than that of the MPS Northwest Community Schools in year 1, and grows by at least 30% annually thereafter to exceed the MSP Northwest Community Schools by at least 150% by the end of the contract term.		
Approaches Target (x0.5)	In aggregate, the schools proficiency index is at least 10% greater than that of the MPS Northwest Community Schools in year 1, and grow by at least 15% annually thereafter to exceed the MSP Northwest Community Schools by at least 90% by the end of the contract term.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
* Minneapolis Northwest School cohort includes Olson Middle, Jenny Lind, Loring, Lucy Craft Laney, Cityview Community, Nellie Stone Johnson, Mona Moede, Franklin Middle and Bethune.			
Performance Ratings	Measure 5.9 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Special Education group will be equal to or greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		

Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.10 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Special Education group will be equal to or greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.11 [CCR] – 1 Point: In aggregate, from FY24-26 the percentage of 3rd grade students enrolled for two or more years at ADS who are reading at grade level by the end of grade 3 as measured by nationally normed assessments will increase annually by at least 10% from the baseline established in FY23 OR is equal to or greater than 90%.		Result:
Exceeds Target (x 1.5)	In aggregate, the percentage of 3rd grade students reading at grade level increased by 15% from the prior year or greater OR is 95%.		
Meets Target (x1.0)	In aggregate, the percentage of 3rd grade students reading at grade level increased by 10% from the prior year or greater OR is 90%.		
Approaches Target (x0.5)	In aggregate, the percentage of 3rd grade students reading at grade level increased by 5% from the prior year or greater OR is 80%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.12 [RG3] – 1 Point: In aggregate, from FY23-26 80% of all students are reading independently in their first language by the end of grade 3 as measured by a curriculum based assessment.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 85%.		
Meets Target (x1.0)	The aggregate percentage is at least 80%.		
Approaches Target (x0.5)	The aggregate percentage is at least 70%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.13 [CCR] – 1 Point: In aggregate, from FY23-26 80% of all students who enroll and are performing two or more years below reading level will be reading at grade level within two years of enrolling as measured by a curriculum based end of year assessment.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 85%.		
Meets Target (x1.0)	The aggregate percentage is at least 80%.		
Approaches Target (x0.5)	The aggregate percentage is at least 70%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		15	0
			% Earned
			0.0%

Indicator 6: Math Proficiency

15 Points

School Goal: Over the period of the contract, Angela Day School for Liberation and Progressive Education students will demonstrate proficiency in math as measured by state assessments.

Performance Ratings	Measure 6.1 [CCR] – 2 Points: In aggregate, from FY23-26 the school’s aggregate proficiency index score for all students will be equal to or greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.2 [CCR] – 5 Points: In aggregate, from FY23-26 the school’s aggregate proficiency index score for all students will be equal to or greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.3 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Free / Reduced Price Lunch group will be equal to or greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.4 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Free / Reduced Price Lunch group will be equal to or greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.5 [AGC] – 2 Points: From FY24-FY26, the gap between the proficiency index for math of students enrolled for two or more years at ADS and their white peers will decrease by 15% from the baseline to be established in FY23.		Result:
Exceeds Target (x 1.5)	In aggregate, the gap between students and white students at ADS decreases by 7% or greater from the previous year OR decreases by 20% or greater by the end of the contract period (FY26).		
Meets Target (x1.0)	In aggregate, the gap between students and white students at ADS decreases by at least 5% annually OR decreases by 15% by the end of the contract period (FY25).		
Approaches Target (x0.5)	The gap between students and white students at ADS decreases by at least 2% annually OR decreases by 6% by the end of the contract period (FY25).		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.6 [CCR] – 2 Points: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students at ADS will be 150% greater than that of the aggregate of Minneapolis Public School District Northwest Community Schools* for the same grades.		Result:
Exceeds Target (x 1.5)	In aggregate, the schools proficiency index is at least 30% greater than that of the MPS Northwest Community Schools in year 1, and grows by at least 40% annually thereafter to exceed the MSP Northwest Community Schools by at least 170% by the end of the contract term.		

Meets Target (x1.0)	In aggregate, the schools proficiency index is at least 25% greater than that of the MPS Northwest Community Schools in year 1, and grows by at least 30% annually thereafter to exceed the MSP Northwest Community Schools by at least 150% by the end of the contract term.		
Approaches Target (x0.5)	In aggregate, the schools proficiency index is at least 10% greater than that of the MPS Northwest Community Schools in year 1, and grow by at least 15% annually thereafter to exceed the MSP Northwest Community Schools by at least 90% by the end of the contract term.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
* Minneapolis Northwest School cohort includes Olson Middle, Jenny Lind, Loring, Lucy Craft Laney, Cityview Community, Nellie Stone Johnson, Mona Moede, Franklin Middle and Bethune.			
Performance Ratings	Measure 6.7 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Special Education group will be equal to or greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.8 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Special Education group will be equal to or greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		15	0
			% Earned
			0.0%

Indicator 7: Science Proficiency

8 Points

School Goal: Over the period of the contract, Angela Day School for Liberation and Progressive Education students will demonstrate proficiency in science as measured by state assessments.			
Performance Ratings	Measure 7.1 [CCR] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for all students will be equal to or greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.2 [CCR] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for all students will be equal to or greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		

Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.3 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Free / Reduced Price Lunch group will be equal to or greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.4 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Free / Reduced Price Lunch group will be equal to or greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.5 [CCR] – 2 Points: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students at ADS will be 150% greater than that of the aggregate of Minneapolis Public School District Northwest Community Schools* for the same grades.		Result:
Exceeds Target (x 1.5)	In aggregate, the schools proficiency index is at least 30% greater than that of the MPS Northwest Community Schools in year 1, and grows by at least 40% annually thereafter to exceed the MSP Northwest Community Schools by at least 170% by the end of the contract term.		
Meets Target (x1.0)	In aggregate, the schools proficiency index is at least 25% greater than that of the MPS Northwest Community Schools in year 1, and grows by at least 30% annually thereafter to exceed the MSP Northwest Community Schools by at least 150% by the end of the contract term.		
Approaches Target (x0.5)	In aggregate, the schools proficiency index is at least 10% greater than that of the MPS Northwest Community Schools in year 1, and grow by at least 15% annually thereafter to exceed the MSP Northwest Community Schools by at least 90% by the end of the contract term.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
* Minneapolis Northwest School cohort includes Olson Middle, Jenny Lind, Loring, Lucy Craft Laney, Cityview Community, Nellie Stone Johnson, Mona Moede, Franklin Middle and Bethune.			
Performance Ratings	Measure 7.6 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Special Education group will be equal to or greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.7 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Special Education group will be equal to or greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
8	0	0.0%

Indicator 8: Proficiency in Other Curricular Areas

7 Points

School Goal: Over the period of the contract, students enrolled at Angela Day School for Liberation and Progressive Education will demonstrate readiness for kindergarten as measured by early childhood screening completion rate and Spanish language proficiency as measured by curriculum based comprehensive assessments.

Performance Ratings	Measure 8.1 [R4K] – 2 Points: From FY23-26, the aggregate percentage of students who complete early childhood screening prior to the first day of school will be at least 90%.		Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 95%.			
Meets Target (x1.0)	The aggregate percentage is at least 90%.			
Approaches Target (x0.5)	The aggregate percentage is at least 80%.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
Performance Ratings	Measure 8.2 [CCR] – 5 Points: From FY23-26, the aggregate percentage of students in grade 5 who demonstrate grade level Spanish proficiency on a curriculum based comprehensive assessment will be at least 50%.		Result:	
Exceeds Target (x1.5)	The aggregate percentage is at least 60%.			
Meets Target (x1.0)	The aggregate percentage is at least 50%.			
Approaches Target (x0.5)	The aggregate percentage is at least 40%.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
		Points Possible	Points Earned	% Earned
		7	0	0.0%

Indicator 9: Post-Secondary Readiness

0 Points

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

Indicator 10: Attendance

5 Points

School Goal: Over the period of the contract, Angela Day School for Liberation and Progressive Education students will attend the school at high rates.

Performance Ratings	Measure 10.1 – 5 Points: From FY23 to FY26 the average of the school’s annual consistent attendance rates will be equal to or greater than the state.		Result:	
Exceeds Target (x 1.5)	The average of the school’s annual consistent attendance rates is at least 10% greater than the state.			
Meets Target (x1.0)	The average of the school’s annual consistent attendance rates is equal to the state.			
Approaches Target (x0.5)	The average of the school’s annual consistent attendance rates is within 10% 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

5	0	0.0%
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The Angela Day School for Liberation and Progressive Education Enrollment and Lottery Policy

Enrollment Policy

In accordance with MN 124E.11, The Angela Day School for Liberation and Progressive Education's enrollment process starts with an enrollment period. The enrollment period will be from January 1st through February 15th of each year. Notice of the enrollment period will be made public through postings at community centers, local places of worship, local small businesses, in local newsletters, and on the Facebook page of local neighborhood associations targeting the Harrison, Willard-Hay, Near North, Central and Phillips communities as well as the school's website and social media pages.

The enrollment model for each grade will be approved by the Board of Directors prior to the start of the Open Enrollment Period. This enrollment model will accommodate slight over enrollment to account for likely student attrition.

Enrollment Preference

- I. As required and allowed by MN 124E.11, The Angela Day School will offer preferential enrollment first to:
 - (1) siblings of students currently enrolled and to a foster child of the pupil's Parents; and then to
 - (2) children of school employees
- II. No preference will be given to children enrolled in the private pre-kindergarten program operated by Angela's Seeds. Any parent who wants to enroll their child, who is enrolled in the private prekindergarten, must participate in the enrollment and lottery process.
- III. The enrollment process may not limit eligibility for enrollment to specific characteristics of children whose enrollment application is received in a timely manner. No enrollment decisions may be based on intellectual ability, measures of achievement or aptitude, athletic ability or any other criteria that are inconsistent with MN 124E.11.

Kindergarten Enrollment

Prospective students entering kindergarten must be five years of age on or before September of the kindergarten year in order to enroll in kindergarten.

Enrollment Process

All prospective families must submit an enrollment application by the Open Enrollment Deadline of February 15th. If any spots remain open, applications will continue to be received and spots filled on a first received, first enrolled basis with preference given to applications received from siblings of currently enrolled students, the foster child of an enrolled pupil's parent, and children of school employees. In the event post-deadline enrollment results in a full class and later enrollment applications are received, those applicants will be placed on a waiting list in the order in which the applications are received and in accordance with the enrollment preference policy.

Lottery Process

- I. If more enrollment applications are submitted during the Open Enrollment Period than space exists for a particular grade or grades then a public lottery will be held to determine who will be enrolled.
- II. The lottery will be conducted by a third-party contractor unrelated to the school, its board members, staff, or applicants.
- III. The meeting will be announced two weeks in advance to provide adequate notice and will occur on March 15th. If March 15th falls on a holiday, the lottery will be held the next business day following the holiday.
- IV. Any students whose names are not drawn during the lottery will be placed on a waitlist in the order their names are drawn.
- V. Any enrollment applications received after the close of the enrollment period will be placed on the waitlist in the order the applications are received. Preference in the order of names placed on the waitlist will be given first to applicants with siblings currently enrolled in the school and the foster child of a pupil's parent and second to children of school employees.

Fair Dismissal Process

Pursuant to MN Stat. 124E.11 (g) 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 outlined in MN Stat. 121A.40 - 121A.56.

CHARTER SCHOOL CONTRACT

Between

Osprey Wilds Environmental Learning Center

and

Angela Day School for Liberation and Progressive Education

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

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

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

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 August 19, 2021, a copy of which is attached as Exhibit A; and

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 Angela Day School for Liberation and Progressive Education to be located at a facility to be determined within the boundaries of ISD 1 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 501(c)(3) status including observation of applicable conflict of interest requirements.

Section 4.2. Other Permitted Activities. The School shall have all powers, duties and responsibilities provided by law to a charter school. The School shall not engage in any otherwise lawful activities that are in derogation of the School's status as a public charter school or that would jeopardize the eligibility of the School for state and federal school aid

funds. The School may exercise its powers, enter into agreements with other public schools, governmental units, businesses, community and nonprofit organizations, reasonably necessary to accomplish its obligations as a charter school under this Contract so long as such agreements are in compliance with applicable law. If the School elects to contract with a charter management organization or comprehensive education service provider, the contract shall comply with the provisions of Exhibit N.

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

ARTICLE V

LEGAL STATUS OF THE SCHOOL

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Programs Offered by School.

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

- Grades K-8 with a maximum total enrollment of 332 students.

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

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

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

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

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

1. Regular Assessments. Osprey Wilds will monitor academic achievement by reviewing student performance data.
2. Government Required Assessments. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.

3. Nationally Normed Referenced Assessments & School-Level Assessments. School students may take a nationally normed referenced assessment on at least an annual basis. In addition, School students will also take assessments that are consistent with the education program articulated in Exhibit D, the statutory purposes articulated in Exhibit F and the school goals articulated in Exhibit G.
4. Assessment and Test Results. The School will provide Osprey Wilds results of government required assessments at such time as the School receives its preliminary assessment results and at such time as the School receives its final assessment results, and the School will provide Osprey Wilds the results of any other assessment data as requested by Osprey Wilds, but no more than quarterly. Osprey Wilds may compare the school's testing data to testing data of other comparable schools as determined by Osprey Wilds as one measure of performance. If the School wishes to change assessments that affect goals articulated in Exhibit G, those changes must be agreed upon by Osprey Wilds, and this Contract will be amended to reflect the change.
5. Osprey Wilds Environmental Learning Center Annual Required Meetings. The School agrees to participate in Osprey Wilds Annual Required Meetings. Osprey Wilds will inform the School of the dates of such required meetings each year by no later than August 1. Costs to the School, if any, will be limited to transportation, meals and lodging. Osprey Wilds will monitor the School's participation in these required meetings.
6. Professional Development. The school will ensure that each teacher at the School has opportunities to engage in professional development activities that focus in part on developing quality assessments and measures of student outcomes. The School will advise Osprey Wilds of its professional development activities in its Annual Report.

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

(c) Remediation

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

- 2) Osprey Wilds Initiated. If Osprey Wilds has a concern about the School, or if the School fails to make adequate progress towards achieving its academic or environmental education goals or to meet financial requirements, or to comply with Applicable Law, or other requirements of this contract, Osprey Wilds shall determine the appropriate intervention. The intervention will be one of the following at the discretion of Osprey Wilds:
- (a) Notice to School Leader and/or Board Chair. Osprey Wilds may notify the school leader and/or board chair of area(s) of concern for correction. Osprey Wilds may specify a target date for correction.
 - (b) Formal Notice to School Board. Osprey Wilds may formally notify the School Board of the area(s) of concern for correction and may ask the School Board to adopt a specific performance improvement plan. If Osprey Wilds requires the School to retain a third-party investigation, the School Board shall retain an investigator within ten (10) business days of such requirement; in addition, the third-party investigator must be acceptable to Osprey Wilds and the School Board shall authorize such investigator to provide status reports to and communicate with Osprey Wilds. Osprey Wilds shall specify a target date for correction which Osprey Wilds may, if circumstances warrant, amend.
 - (c) Notice to School Board of Charter Revocation/Termination. Osprey Wilds may at its discretion initiate charter revocation and termination proceedings pursuant to Article X of this contract.

See Exhibit Q for “Range of Possible Interventions.”

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

Section 6.9. Finance, Reporting, and Compliance.

- (a) To Osprey Wilds. The school will furnish Osprey Wilds with monthly reports, through means determined by Osprey Wilds. The report must contain budgeted and actual revenue and expenses by year-to-date percentages, disbursements and deposits, and student enrollment report with enrollment expressed in terms of funding mechanisms (e.g. Pupil Units). At least quarterly (for quarters ending 9/30, 12/31, 3/31, and 6/30), through means determined by Osprey Wilds, the School will provide Osprey Wilds with a balance sheet, income statement that includes revenues and expenses by UFARS programs (see Exhibit R), up-to-date cash flow projections, and fiscal year-end fund balance projections. Should the School continually exceed its budgeted expenses with no

corresponding increase in revenue, not report properly or timely to the Department of Education or Osprey Wilds, evidence any fiscal or legal non-compliance, the School will engage resources to resume budgeted performance and operate in compliance with all Applicable Law and generally accepted standards of fiscal management.

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

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The School shall engage an annual external audit of all financial and accounting records. The audit will be prepared and reviewed by an independent certified public accountant. The School will submit the finalized annual financial statement audit and auditor's management letters, including any

required supplemental information to Osprey Wilds no later than December 31 for the preceding fiscal year. The School will comply with the same financial audits, audit procedures, and audit requirements of school districts, including Minnesota Statutes sections 123B.75 to 123B.83, except to the extent deviations are necessary because of the program of the School. Financial, program, or compliance audits may be conducted by the Department of Education, or the State Auditor, and/or the Legislative Auditor.

Section 6.12. UFARS and 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 October 25, 2021, and shall remain in full force and effect for one (1) preoperational year and five (5) academic years through the end of the 2026-2027 school year, and shall terminate on June 30, 2027, 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:

Angela Day School for Liberation and Progressive Education
Attn: Board Chair
2000 Humboldt Avenue South
Minneapolis, MN 55405

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.

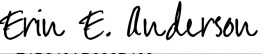
Section 12.14. Termination of Responsibilities. Except as provided in Section 12.15, upon termination or revocation of the Contract, Osprey Wilds or its designee and the School shall have no further obligations or responsibilities under this Contract to the School or any other person or persons in connection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

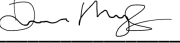
As the designate of Osprey Wilds, I hereby issue this Contract to the School as of the date set forth:

DATE: October 25, 2021

OSPREY WILDS ENVIRONMENTAL LEARNING CENTER

DocuSigned by:

By: _____
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.

DocuSigned by:

By: _____
Dianna Myles
Its: Board Chair



Minnesota Department of Education
1500 Highway 36 West
Roseville, MN 55113

August 19, 2021

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 new charter school affidavit to the Minnesota Department of Education (MDE) for the Angela Day School for Liberation and Progressive Education (Angela Day School). The revised affidavit submitted on August 6, 2021 is approved.

This approval grants the Osprey Wilds Environmental Learning Center (OWELC) the ability to charter Angela Day School to serve students in grades K-8 in Minneapolis beginning in the 2022-2023 school year. MDE approves this affidavit with the following expectations:

- OWELC and Angela Day School incorporate the performance expectations described in the approved affidavit in the initial charter contract and develop and negotiate specific accountability measures.
- OWELC implements the oversight plans described in the approved affidavit and its commissioner-approved authorizing plan.

OWELC's affidavit for Angela Day School aligns with statutory requirements and the terms and conditions set forth in OWELC's commissioner-approved authorizing plan. The review rubric generated by MDE's review is enclosed with this letter.

OWELC has 45 business days (**Monday, October 25, 2021**) to complete the charter contract with Angela Day School, and must submit to the commissioner a copy of the signed charter contract within ten business days of its execution.

Submit Angela Day School's chartering documents exactly as instructed in the enclosed document, "Next Steps: New School Chartering Process." A charter number will be assigned to the new school once all necessary documents are received by MDE.

Please contact Karen Calcaterra at karen.calcaterra@state.mn.us or 651-582-8573 with any questions regarding the chartering process.

Best wishes for the success of Angela Day School.

Sincerely,

A handwritten signature in black ink, appearing to read "Daron Korte". The signature is fluid and cursive, with the first name "Daron" and last name "Korte" clearly distinguishable.

Daron Korte
Assistant Commissioner

CC: Dianna Myles, Founding Chair, Angela Day School
Paula Higgins, Charter Center Supervisor, MDE
Karen Calcaterra, Charter Center Specialist, MDE
Mike Schultz, Charter Center Specialist, MDE

Encl.: 21.08-19 OWELC-ADS New School Affidavit Rubric – Final
21.04-08 New Charter School Next Steps

Equal Opportunity Employer

Office of the Minnesota Secretary of State Certificate of Incorporation

I, Steve Simon, 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: The Angela Day School for Liberation and Progressive Education

File Number: 1180336300020

Minnesota Statutes, Chapter: 317A

This certificate has been issued on: 09/23/2020



A handwritten signature in black ink that reads "Steve Simon". The signature is written in a cursive, flowing style.

Steve Simon
Secretary of State
State of Minnesota

Office of the Minnesota Secretary of State
Minnesota Nonprofit Corporation/Articles of Incorporation
Minnesota Statutes, Chapter 317A



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Incorporation:

ARTICLE 1 - CORPORATE NAME:

The Angela Day School for Liberation and Progressive Education

ARTICLE 2 - REGISTERED OFFICE AND AGENT(S), IF ANY AT THAT OFFICE:

Name

Address:

Dianna Myles

2000 Humboldt Ave S Minneapolis MN 55405 9728 USA

ARTICLE 3 - INCORPORATOR(S):

Name:

Address:

Dianna Myles

2000 Humboldt Ave S Minneapolis MN 55405

DURATION: PERPETUAL

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: Dianna Myles

MAILING ADDRESS: 6400 71st Avenue North Brooklyn Park MN 55428

EMAIL FOR OFFICIAL NOTICES: info@theangeladayschool.org

**ARTICLES OF INCORPORATION
OF THE ANGELA DAY SCHOOL FOR LIBERATION AND PROGRESSIVE EDUCATION**

The undersigned incorporator is an individual 18 years of age or older and adopt the following articles of incorporation to form a nonprofit corporation (Chapter 317A).

**ARTICLE I
NAME**

The name of this corporation shall be THE ANGELA DAY SCHOOL FOR LIBERATION AND PROGRESSIVE EDUCATION

**ARTICLE II
REGISTERED OFFICE ADDRESS**

The place in Minnesota where the principal office of the corporation is to be located at 2000 HUMBOLDT AVE S, MINNEAPOLIS, MN 55405

**ARTICLE III
PURPOSE**

This corporation is organized exclusively for charitable, religious and educational as specified in Section 501(c)(3) of the Internal Revenue Code, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

The purpose of this corporation is:

To operate for the educational purposes of a charter school in accordance with Minnesota Charter School law as outlined in Minnesota Statute Chapter 124E.03. To manage and support the educational program of a public charter school in the Minnesota and to perform all other acts necessary or incidental to these purposes and to do whatever is deemed necessary, useful, advisable or conducive, directly or indirectly, to carry such purpose, as set forth in these Articles of Incorporation, including the exercise of all other power and authority enjoyed by corporations by virtue of the provisions of the Minnesota Statute 317A for Nonprofit corporations, subject to the limitations of Section 501(c)(3) of the Internal Revenue Code and the terms of the corporation's charter approval and charter contract.

**ARTICLE IV
EXEMPTION REQUIREMENTS**

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

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

by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future tax code.

**ARTICLE V
MEMBERSHIP/BOARD OF DIRECTORS**

This corporation shall have members. The eligibility, rights and obligations of the members will be determined by the corporation's bylaws.

The management of the affairs of the corporation shall be vested in a board of directors, as defined by the corporation's bylaws. No director shall have any right, title or interest in or to any property of the corporation.

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

Any action required or permitted to be taken at a meeting of the board of directors may be taken by written action signed by the number of board members that would be required to take the same action at a meeting of the board at which all board members were present.

**ARTICLE VI
PERSONAL LIABILITY**

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

**ARTICLE VII
DURATION/DISSOLUTION**

The duration of the corporate existence shall be perpetual until dissolution.

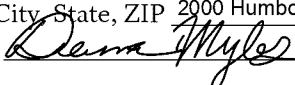
Upon the dissolution of the corporation, assets of the corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or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

**ARTICLE VIII
INCORPORATORS**

In witness whereof, we, the undersigned, have hereunto subscribed my name for the purpose of forming the corporation under the laws of the State of Minnesota and certify I have executed these Articles of Incorporation this 23 day of September, 2020.

Incorporator Name Dianna Myles

Incorporator Address, City, State, ZIP 2000 Humboldt Ave S, Minneapolis, MN 55405

Incorporator Signature 



Work Item 1180336300020
Original File Number 1180336300020

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
09/23/2020 11:59 PM

Steve Simon

Steve Simon
Secretary of State

**BYLAWS
OF
The Angela Day School for Liberation and Progressive Education
(the “Corporation”)**

ARTICLE I - NAME AND PRINCIPAL OFFICE

1.1 NAME.

As registered with the State of Minnesota through its Articles of Incorporation, the name of the Corporation shall be The Angela Day School for Liberation and Progressive Education.

1.2 OFFICE.

The principal office of this corporation, The Angela Day School for Liberation and Progressive Education, shall temporarily be the registered office of the Corporation in the State of Minnesota as stated in the Articles of Incorporation until such time the Board of Directors shall deem it necessary to establish a new principal office. The Corporation shall have such other offices within the State of Minnesota as the Board of Directors may determine necessary or required. The registered office may be, but need not be, identical with the principal office in the State of Minnesota. The principal office of this corporation, where the general business of this corporation shall transpire and where records are kept, will remain at the address stated in the Articles of Incorporation until otherwise determined by the Board of Directors.

ARTICLE II - PURPOSE, PRINCIPLE PHILOSOPHY, AND RESPONSIBILITIES

2.1 PURPOSE.

The purposes of the Corporation are as stated in its Articles of Incorporation.

2.2 PRINCIPLE PHILOSOPHY.

The charter school is founded on the principles and pedagogical philosophy of the Association of Waldorf Schools of North America (AWSNA), the North American Reggio Emilia Alliance (NAREA), the Progressive Education Network (PEN), and the Education for Liberation Network. The school will endeavour, whenever possible, to hire AWSNA, NAREA, PEN, or ELN trained educators while also balancing the school’s commitment to recruiting underrepresented teachers of color.

2.3 RESPONSIBILITIES.

The Board of Directors shall decide and is responsible for policy matters related to operating the school, including budgeting, curriculum programming, personnel, and operating procedures. The board shall adopt a nepotism policy. The board shall adopt personnel evaluation policies and practices that, at a minimum: (i) carry out the corporation’s mission and goals; (ii) evaluate how charter contract goals and commitments are executed; (iii) evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals; (iv) establish a teacher evaluation process under section 124E.03 Subd. 2, paragraph (h); and (v) provide professional development related to the individual’s job responsibilities. In addition the basic responsibilities of the Board of Directors shall also include the following responsibilities unless specified otherwise by law pursuant to MN Stat. 124E.07 Subd. 6:

2.3.1 Developing and approving the budget and providing financial oversight

- 2.3.2** Establishing the framework for all curriculum development in collaboration with the Executive Director, Administrative Coordinator for Antiracist Curriculum and Programming, and Pedagogical Director
- 2.3.3** Establishing school policies in collaboration with the Executive Director/Head of School and Teacher’s Consortium
- 2.3.4** Developing and implementing strategic plans for growth
- 2.3.5** Spearheading development and fundraising
- 2.3.6** Hiring and overseeing the work of the Executive Director/Head of School
- 2.3.7** Establishing and setting school goals and creating metrics for evaluating goals
- 2.3.8** Evaluating the efficiency and efficacy of school operations and curriculum
- 2.3.9** Lead with a clear understanding of charter school law

ARTICLE III - MINNESOTA LAW COMPLIANCE

3.1 COMPLIANCE.

The governance of the Corporation will at all times be in accord with the provisions of MN Stat. 317A (Nonprofit Corporations), MN Stat. 124E (Charter Schools) and 124E.20 (Revenue for a Charter School), MN Stat. 13D.01 et.seq (Minnesota Open Meeting Law), and such other provisions of Minnesota laws therein referenced.

ARTICLE IV - MEMBERSHIP

4.1 MEMBERSHIP.

The membership of the board of directors shall be comprised of a twelve (12) but no less than five (5) voting members representing four different constituencies of the corporation:

- Three teacher leaders elected and nominated by the staff
- Three student representatives elected and nominated by the students;
- Three parent or guardian representatives elected and nominated by the families;
- Three community-at-large representatives, nominated by the board of directors

ARTICLE V - BOARD OF DIRECTORS

5.1 GENERAL POWERS.

The affairs of the Corporation shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these Bylaws, MN Stat. 124E, and by law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

5.2 DIRECTOR RESPONSIBILITIES.

Board members are expected to be good stewards of the Corporation, attend all board meetings, actively participate in Board activities, attend Department of Education approved training as may be required from time to time and comply with all state and federal laws that pertain to Minnesota Charter Schools. All new board members are required to participate in the annual Board of Directors Retreat held in July before the first meeting of the year. Pursuant to MN Stat 124E.07 Subd. 7, every charter school board member shall attend annual training through the member’s term. All new board members shall attend initial training on the board’s

role and responsibilities, employment policies and practices, and financial management. A new board member who does not begin the required initial training within six (6) months after being seated and complete that training within twelve (12) months after being seated is automatically ineligible to continue to serve as a board member and shall be removed by the Board of Directors.

5.3 COMPOSITION.

5.3.1 INITIAL BOARD OF DIRECTORS.

The initial board of directors shall consist of at least five (5) members but not more than eleven (11) members who are not related parties and shall be appointed by the operators authorized to organize and operate the Corporation. Each new appointment must be approved by a consensus of the operators. The initial board of directors shall be in alignment with MN Stat. 124E.07 Subd. 1.

5.3.2 ONGOING BOARD MEMBERS.

At all times, the board of directors shall be comprised of at least five (5) but no more than thirteen(13) non-related members and shall include: (i) at least one licensed teacher who is employed as a teacher at the school or provides instruction under contract between the charter school and a cooperative; (ii) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (iii) at least one interested community member who resides in Minnesota, is not employed by the charter school, and does not have a child enrolled in the school. The board shall be comprised of an equal representation of parents, teachers, students, and community members. The licensed teacher serving as The Administrative Coordinator for Antiracist Curriculum and Programming shall serve as an honorary advisor. The chief financial officer and chief administrator shall serve as ex-officio non-voting members. Board membership is in accordance with MN Stat. 124E.07.

5.4 TERMS.

5.4.1 INITIAL BOARD OF DIRECTORS.

The Initial Board of Directors shall serve until the election of the Ongoing Board of Directors in year 1, 2, and 3 of the school's operation with one-third ($\frac{1}{3}$) of the initial director seats up for election each year.

5.4.2 ONGOING BOARD MEMBERS.

Directors are elected at the annual election for a term of three (3) years (unless the board specifically designates a shorter term). Directors who are representatives of the teaching staff, families, and community shall hold office for a three (3) year term unless or until the director dies, resigns, is removed, or the term otherwise expires pursuant to the bylaws of the Corporation or as provided by law. No teaching staff or family representative may serve more than three terms consecutively. Community representatives may run for as many terms as they desire. Directors who are representatives of the student body shall hold office for a one (1) year term unless or until the director dies, resigns, is removed or expelled, formally withdraws, or the term otherwise expires pursuant to the bylaws of the Corporation or as provided by law. Only students who will be in seventh or eighth grade for the upcoming school year are eligible to serve on the Board of Directors. At no time will all Board positions be up for election in the same year.

5.5 NOMINATION PROCESS.

At least sixty (60) days prior to the annual election, each representative body shall nominate and/or elect representatives whose names shall appear on the ballot except for representatives from the community-at-large who are nominated by the Board of Directors. Each representative constituency shall submit the list of elected representatives or nominees to the Election Committee of Board of Directors who will compile the list of nominees and notify the eligible voters of the nominees for each position 30 days before the date of the annual meeting.

5.6 ELECTIONS.**5.6.1 BOARD OF DIRECTORS.**

The election of the Board of Directors shall be in compliance with MN Stat. 124E.07 Subd. 5. Elections for the Board of Directors shall be held in-person each school year on the third Tuesday of April when the school is open. Only staff members employed at the school, including teachers providing instruction under a contract with a cooperative, members of the board of directors, and all parents or legal guardians of children enrolled in the school are eligible to vote to elect members of the Board of Directors. All eligible voters must be notified of the election at least 30 days before the election.

5.6.2 STUDENT DIRECTORS.

Every February, students shall elect and nominate five (5) representatives from the rising seventh and eighth grade classes to serve for one (1) year on the Board of Directors. Only three (3) will have voting rights at any one time, and two (2) will serve as alternates. The Board of Directors will assist students with their annual elections, and will coordinate special elections if any unexpected vacancies arise. The Board of Directors will also provide on-going mentoring to student representatives.

5.6.3 PARENT AND GUARDIAN DIRECTORS.

The Family Council will hold annual elections to nominate members to fill vacancies due to expiration of terms. Elections are held in February. Representatives are elected on a rotating basis so no more than two are elected each year.

5.6.4 TEACHER DIRECTORS.

The Teacher's Consortium will hold annual elections to elect and nominate teaching faculty to serve on the Board of Directors in February each year. Representatives of the Consortium are elected on a rotating basis to ensure that no more than two are elected each year.

5.6.5 COMMUNITY-AT-LARGE DIRECTORS.

The Board of Directors shall nominate and select community members to serve on the Board of Directors. Nominations and approval of nominations take place in February.

5.6.6 ALTERNATES.

The staff, family, and community constituencies shall have two alternative representatives each. Alternates do not have voting rights but may sit in for members who are absent at regular meetings; in those cases, alternates may exercise the right to vote. Alternates may also replace regular members if the member dies, resigns, is removed or is expelled before the end of their term. Alternates may not serve as a Board of Director officer.

5.7 QUORUM AND ADJOURNED MEETING.

A duly called meeting at which a majority of the members of each constituency of the Board of Directors is present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, a quorum is not present at any such meeting, the directors present may adjourn the meeting. If a quorum is present when a duly called meeting is convened, and later enough directors withdraw from the meeting so that less than a quorum remains, no further business can be transacted and the Board Chair may adjourn the meeting.

5.8 VOTING.

Each member of the Board of Directors shall have the power to exercise one (1) vote on all matters to be decided by resolution by the board. Decisions shall be made by consensus where possible. Failing a consensus, a matter under discussion shall be tabled until the next scheduled meeting. Alternatively, a special meeting may be called where if consensus cannot be reached, a three-fifths ($\frac{3}{5}$) vote of each constituency shall suffice. The affirmative vote of a majority of a representative constituency of the Board of Directors shall constitute a duly authorized action of the Board of Directors. A director is prohibited from appointing a proxy or to vote by proxy at any meeting of the Board of Directors. A director who is present at a meeting of the Board of Directors when an action is approved by the Board of Directors is presumed to have assented to the action unless the director votes against the action or is prohibited from voting on the action. To the extent this section is in conflict with the Open Meeting law, the Open Meeting law must be followed.

5.9 RESIGNATION AND REMOVAL.

Any director may resign his or her membership at any time by giving written notice to the Chair or to the Secretary. Such a resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director shall be deemed to have resigned when he or she ceases to be a member of the corporation. Any director may at any time be removed with cause by the Board of Directors.

5.10 VACANCIES.

Any vacancy occurring because of the death, resignation or removal of a director shall be filled by the Board of Directors for the unexpired term of such director. Each year, the Board of Directors elects a nominating committee to fill board seats left open by a vacancy. The nominating committee shall be equally representative of all four constituencies. The nominating committee recruits candidates, reviews candidates who present themselves and issues a slate of nominees to the Board of Directors. It is the responsibility of the nominating committee to ensure that the nominees are representative of the ethnic, racial, and cultural diversity of the school community and to ensure that any nominees to fill teacher representatives represent a variety of grade levels or specialities.

5.11 COMPENSATION.

Directors shall not receive salaries for their services. Directors may be reimbursed for reasonable out of pocket expenses, as the Board of Directors from time to time determines to be in the best interest of the school.

5.12 DIRECTOR CONFLICT OF INTEREST.

Directors must comply with MN Stat. 124E.07 Subd. 3 regarding conflict of interest. An individual is prohibited from serving as a member of the charter school board of directors if: (i) the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (ii) an immediate family member is an employee of the school. An individual may serve as a member of the board of directors if no conflict of interest exists under MN Stat. 124E.07 Subd. 3 (b). A violation of Subd. 3 (b) renders a contract voidable at the option of the commissioner or the charter school board of directors. A member of a charter school board of directors who violates this statute is individually liable to the charter school for any damage caused by the violation. Any employee, agent, or board member of the authorizer who participates in initially reviewing, approving, overseeing, evaluating, renewing, or not renewing the charter school is ineligible to serve on the board of directors of a school chartered by that authorizer. In addition, all directors are expected to fully disclose all conflicts or potential conflicts of interest and refrain from voting on any such matter consistent with MN Stat. 124E.14. No member of the Board of Directors shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when: (i) the board member, employee, officer, or agent; (ii) the immediate family of the board member, employee, officer, or agent; (iii) the partner of the board member, employee, officer, or agent; or (iv) an organization that employs, or is about to employ any individual in clauses (i) to (iii), has a financial or other interest in the entity with which the charter school is contracting. A violation of this prohibition renders the contract void. The conflict of interest provisions do not apply to compensation paid to a teacher employed as a teacher by the charter school or a teacher who provides instructional services to the charter school through a cooperative formed under chapter 308A when the teacher also serves on the charter school board of directors.

5.13 EX OFFICIO AND HONORARY DIRECTORS.

The Board of Directors may, from time to time, elect one or more ex officio or honorary directors to the Board who shall be advisory members to the Board. Any such election shall be for such term and based on such criteria as the Board of Directors from time to time deems appropriate. All ex officio and honorary directors must meet the membership criteria as laid out in MN Stat. 124E.07 Subd. 3. No ex officio or honorary director, other than the executive director or chief financial officer, can be an employee of the school other than a teacher. The Executive Director shall be appointed by the Board of Directors and shall serve as a non voting member of the Board of Directors. The licensed teacher serving as the Administrative Coordinator for Antiracist Curriculum and Programming shall serve as an honorary advisor of the Board of Directors.

5.14 AMENDING BOARD STRUCTURE.

The Board of Directors may change its governance structure only: (i) 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 contract between the school and a cooperative; and (ii) with the authorizer's approval. Any change in board governance structure must conform with the board composition established under MN Stat. 124E.07 Subd. 3 and consistent with MN Chapter 317A.

ARTICLE VI - MEETINGS

6.1 REGULAR MEETINGS.

Regular meetings of the Board of Directors shall be held as determined by the board at least eleven times per year from August to June. A schedule of the regular meetings shall be published on the printed and website-based online school calendar and kept on file at the primary office of the Corporation. If the board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule of regular meetings, it shall give that same notice of the meeting that is required for special meetings in accordance with the Open Meeting Law, MN Stat. 13D.04 Subd. 1 and 2, as amended.

6.2 SPECIAL MEETINGS.

Special meetings of the Board of Directors may be called at any time, for any purpose, by the Chair of the Board or by at least two (2) Directors. Notice of such meetings shall be given in accordance with the Open Meeting Law, MN Stat. 13D.04 Subd. 2, as amended. Notice of such meetings shall be given personally, emailed or mailed to each Director, addressed to him at his residence or his usual place of business at least three (3) days before the day on which the meeting is to be held. The notice shall state the date, time, place and purpose of the meeting in accordance with the Open Meeting Law.

6.3 ANNUAL MEETING.

The Annual Meeting of the Board of Directors shall be held in May for the purpose of presenting reports by the Board Chair, Treasurer, and Executive Director on the activities and financial condition of the school. The Board approved Annual Report, as required under MN Stat. 124E.16 Subd. 2, will be distributed at this time. Elections for open seats on the Board of Directors will take place in accordance with MN Stat. 124E.07 prior to the Annual Meeting and the results will be presented at the Annual Meeting.

6.4 EMERGENCY MEETINGS.

When circumstances, in the judgment of the Board of Directors, require the immediate consideration of an issue by the Board, the Board may call an emergency meeting in accordance with the procedures set forth in the Open Meeting Law, MN Stat.13D.04 Subd. 3, as amended.

6.5 MEETING NOTICE.

Written notice of each meeting of the Board of Directors for which written notice is required shall occur pursuant to the notice requirements of the Open Meetings Law, MN Stat. 13D.04 The Board shall make public a notice of all meetings that will be kept on file at the school and made available to any person who requests access. The same schedule will be published on the school's website. In the event the Board decides to hold a meeting at a different time or in a different location than has been made public previously, the Board will post the change on the school door at least three days prior to the meeting date and mail the notice of change to any persons who requested notification of changes in meeting dates/locations. This information will also be posted on the school's website and go out in an email communication to parents and community members who are on the school's mailing list.

6.6 RECESSED OR CONTINUED MEETINGS.

Pursuant to the MN Stat. 13D.04 Subd. 4 of the Open Meeting Law, when a meeting of the Board of Directors is recessed or continued to another time or place, notice of the recessed or continued meeting need not be given other than by announcement at the meeting at which recess or continuance is taken.

6.7 OPEN MEETING LAW.

All Board of Director meetings, committee meetings of the Board of Directors, and notice of all such meetings, shall comply with MN Stat. 13D Open Meetings Law.

ARTICLE VII - COMMITTEES OF THE BOARD

7.1 COMMITTEE FORMATION.

The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define the authority of, set the number and determine the identity of, members of one or more committees. The board may, by similar vote, designate alternate or replacement members of any committee. Committee members need not be members of the Board of Directors. The Board Chair shall be an ex-officio member of all committees, unless the Board Chair serves as a member of such committee.

7.2 AUTHORITY OF COMMITTEES.

The Board of Directors may act by and through such committees as may be specified in resolutions adopted by a majority of the members of the Board of Directors. Each such committee shall have such duties and responsibilities as are granted to it from time to time by the Board of Directors. Each such committee shall at all times be subject to the control and direction of the Board of Directors. Each committee shall be under the direction and control of the board and shall keep regular minutes of its proceedings. All committee recommendations are subject to the approval of the regular meeting of the board.

7.3 EXECUTIVE COMMITTEE.

The Board of Directors may designate an Executive Committee composed of at least three (3) directors designated by the Board of Directors. The Executive Committee shall have the authority of the Board of Directors in the management of the business of this corporation in the interval between meetings of the Board of Director, and the Executive Committee shall at all times be subject to the control and direction of the Board of Directors.

7.4 PROCEDURES FOR CONDUCTING MEETINGS.

Committee activities shall be conducted such that they will advance the best interest of the Corporation. The meetings of all committees shall be open to attendance by all directors, but such directors may not vote unless they are members of that committee. Meeting of each

committee will be called, noticed, and held pursuant to the provisions of the Open Meetings Law, MN Stat. 13D.

ARTICLE VIII - OFFICERS

8.1 OFFICERS.

The officers of the Board of Directors shall be elected by the members of the board to serve for a term of three (3) years and shall consist of a Board Chair, Vice Chair, Treasurer, and Secretary. The officers shall be directors of the Corporation. The Board may appoint such additional officers with such duties as it deems necessary. Any officer may be at any time removed by the Board of Directors with or without cause prior to the expiration of his or her term by an affirmative vote of the majority of the board. The Executive Director shall be appointed by the Board of Directors and shall serve as a non-voting ex officio member. Duties of the officers shall be as follows:

8.2 BOARD CHAIR.

The Chair shall preside at all meetings of the Board of Directors. The Board Chair shall see that orders and resolutions of the board are carried into effect; sign and deliver in the name of the Corporation deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Corporation, except in cases in which authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Corporation's organizational documents or by the board to another officer or agent of the Corporation; maintain records of and, when necessary, certify proceedings of the board; and perform other duties prescribed by the board or the MN Stat. 317A.305 Subd. 2.

8.3 VICE CHAIR.

The Vice Chair shall act in the capacity of the Chair whenever the Chair is absent or unable to attend to the Corporation's business. The Vice Chair shall perform other such duties prescribed by the board from time to time or by MN Stat. 317A.311.

8.4 SECRETARY.

The Secretary shall provide for the keeping of accurate minutes of all meetings and shall be responsible for the custody of the records, documents and papers of this corporation. The Secretary shall provide for the keeping of proper records of all transactions of this corporation. The Secretary shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice to the offices of Secretary, or imposed by these bylaws. The Secretary shall also perform such other duties as may be assigned to him or her from time to time by the Board of Directors.

8.5. TREASURER.

The Treasurer is responsible to ensure that adequate financial records are kept, accurate and timely financial reports are delivered to the board and that an audit of the organization's

finances are completed annually. The Treasurer may also be asked by the executive to assist in preparation of the budget to be submitted to the full board and to help interpret financial reports to the full board.

8.6 EXECUTIVE DIRECTOR.

The Executive Director shall be the chief executive officer of the corporation. The Executive Director shall be responsible for the general supervision, direction and management of the affairs of this corporation. The execution of any instrument by the Executive Director on behalf of this corporation shall have the same force and effect as if it were executed on behalf of this corporation by the Chair. The Executive Director shall provide for the maintenance of accurate financial records for this corporation and safeguarding the assets of this corporation. The Executive Director shall present a report of this corporation's financial transactions and status to the Board of Directors quarterly, and shall from time to time make such other reports to the Board of Directors as it may require.

8.7 ADDITIONAL POWERS.

Any officer of this corporation, in addition to the powers conferred upon him or her by these Bylaws and/or MN Stat. 124E, shall have such powers and perform such additional duties as may be prescribed from time to time by the Board of Directors.

ARTICLE IX - DISTRIBUTION OF ASSETS

9.1 RIGHT TO CEASE OPERATIONS AND DISTRIBUTE ASSETS.

By a two-thirds (2/3) vote of all directors, the Board of Directors may resolve that the Corporation cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of the Corporation to perform all acts necessary to affect dissolution. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

9.2 CESSATION AND DISTRIBUTION.

When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause the Corporation to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all the Corporation's assets to other entities in accordance with MN Stat. 317A.735 and in accordance with the Articles of Incorporation. Notice of intent to dissolve shall be filed with the Secretary of State, pursuant to MN Stat. 317A.723.

ARTICLE X - INDEMNIFICATION

10.1 INDEMNIFICATION.

Pursuant to MN Stat. 124E.09 (d) each director, officer, and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation as

an appointed representative, shall be indemnified by the Corporation, for actions taken and decisions made by such persons on behalf of this Corporation, in accordance with, and to the fullest extent permitted by MN Stat. 317A.521.

10.2 LIMITATIONS ON INDEMNIFICATION.

The Corporation shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors.

10.3 INSURANCE.

In accordance with MN 124E.09, the Corporation shall obtain at least the amount of and types of insurance up to the applicable tort liability limits under MN Stat. 466. A copy of the insurance policy must be submitted to the Corporation's authorizer and the commissioner before starting operations. Changes in the Corporation's insurance carrier or policy must be submitted to the authorizer and commissioner within 20 business days of the change.

ARTICLE XI - FINANCIAL MATTERS

11.1 FISCAL YEAR.

The fiscal year of the Corporation shall be from July 1 of one calendar year to June 30 of the following calendar year.

11.2 ACCOUNTING SYSTEM.

The Board of Directors shall cause to be established and maintained, in accordance with generally accepted accounting principles applied on a consistent basis, an appropriate accounting and financial reporting system for the School.

11.3 ANNUAL AUDIT.

The Board of Directors shall engage an independent auditor to annually audit the records and books of the School. The Secretary and Treasurer shall submit all records and books of the School for examination by the auditor as requested. Pursuant to MN Stat. 124E.16 subd. 1, the School will submit an audit report to the commissioner and its authorizer by December 31 each year.

11.4 DOCUMENTS KEPT AT REGISTERED OFFICE.

The Board of Directors shall cause to be kept at the registered office of this Corporation all Minnesota Open Meeting Law and originals or copies of:

11.4.1 Records of all proceedings of the Board of Directors and all

11.4.2 Records of all votes and actions of the records of: members;

11.4.3 All financial statements

11.4.4 Articles of this of Incorporation Corporation; and required by the committees; and Bylaws of this Corporation and all amendments restatements thereof.

ARTICLE XII: MISCELLANEOUS**12.1 MANDATE.**

The mandate of the school shall be, as outlined in the corporation's charter, to be an antiracist institution. Antiracist is defined as actively working to combat and dismantle racism in all forms. This mandate cannot be amended, changed or removed without 85% approval of the entire corporation. The corporation shall exercise all its duties and purposes in accordance with this mandate.

12.2 VETO POWER.

Any and all policies and directives approved by the Board of Directors are subject to review and veto by the representative bodies of the constituent groups. Each body will set forth its own rules on the percentage of members who must vote and approve a veto but it cannot be any lower than seventy-percent (70%) of the voting body. The Board of Directors may override a veto with a two-thirds ($\frac{2}{3}$) vote of the Board of Directors. In the event the board does not have enough votes to override the veto, the board may revisit the directive to make changes or abandon the directive.

12.3 PLEDGE OF ALLEGIANCE.

At the August meeting, before the start of each new school year, the Board of Directors shall take up for consideration and vote to waive the requirement that students recite the Pledge of Allegiance to the Flag of the United States of America one or more times each week of the school year consistent with MN Stat. 121A.11 Subd. 3(2).

ARTICLE XIII - AMENDMENTS

Subject to the provisions of MN Stat.317A.181 Subd. 2(b), these bylaws may be amended in whole or in part by an affirmative vote of a majority of the directors then seated.

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

School Name: The Angela Day School for Liberation and Progressive Education

Mission: Honoring children and childhood through whole child development; preparing each child to be endlessly curious lifelong learners and future stewards of humanity.

Vision: We envision fostering a vibrant, innovative, multiracial, multilingual, and multi-ability community of socially conscious change agents, collaborators and lifelong learners.

Program Description:

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

Educational Philosophy and Instructional Approach

Philosophy

We intend to offer a student-centered authentic, holistic and progressive pedagogical approach to teaching and learning, utilizing the theories and practices of progressive education as the primary approach to teaching. Educate comes from the Latin, educere which means to draw out. Progressive education recognizes that children are not vessels wanting to be filled with knowledge, but rather unique individuals with a set of experiences and knowledge that they use to build knowledge and understanding through experiential, inquiry-based learning. The focus is on educating the whole child by providing a rich learning environment which engages children's intellectual, emotional, and physical capacities by educating the head, heart, and hands. Learning is highly individualized, cooperative, and collaborative.

Our vision and mission are to foster a community of multiethnic, multilingual, and multi-ability change agents and lifelong learners through whole child development and preparing children to be stewards of humanity. The learning opportunities we provide are in direct alignment with our mission and vision. We offer progressive education, multilingual learning, anti-racist social justice curriculum, and environmental justice and sustainability program. Progressive education is designed to teach children to learn how to learn and how to think. A process that develops lifelong learners. It's also rooted in the principles of democracy and social justice, preparing students to be active and engaged citizens, a necessary requirement if we intend to create change agents and stewards of humanity. Through a multilingual learning environment, students come to understand the importance of communication for building relationships, respecting the cultures of others, and challenging the dominance of one language over another. Additionally, our environmental justice and sustainability program centers the lives of marginalized groups and encourages students to actively engage and challenge systems of oppression.

Instructional Approaches

International Baccalaureate (IB): The Angela Day School will use the IB PYP and MYP framework to support learning. The IB program is directly aligned to support progressive education and active learning. The model is structured after constructivist theories of education which hold that children come with a set of knowledge and experiences and build on that knowledge through trial and error and through interacting with new information.

Dual Language Immersion/Language Enriched Learning: All students are educated in a language enriched environment to encourage development of language fluency in four languages: Spanish, French, English, and American Sign Language (ASL). Students in the Dual Language (DL) program learn their core course work in Spanish and English. Non-DL students learn language through specialty subjects, called the specials and in dedicated language arts classes.

Reggio Emilia and Waldorf Inspired: Early Childhood Kindergarten is shaped by the philosophy of Reggio Emilia, where children learn through self-guided direction to build knowledge and understanding. The program also draws on key principles of Waldorf education which are designed to meet the specific needs of each child's head, heart and hands through a holistic model of learning and social/emotional growth.

Anti-Racist Methodology: All content is taught through the lens of anti-racism. All teachers use an anti-racist framework when developing the curriculum and determining how to present and what to present to their class. It is a key component of the school's methodology that is essential to fulfilling both the mission and vision of the school.

Forest and Farm Place Based Learning: Each classroom teacher integrates the experience of being outdoors in nature into the curriculum. In kindergarten, children spend the majority of their time outdoors developing nature awareness. Lower and Middle School students spend part of their day studying in forest classrooms on adjacent public forest lands as part of the Minnesota School Forest program. Students are also educated on a farm utilizing the practices of permaculture and weaving in studies around agricultural sustainability, and environmental justice. The outdoors and farm campus are central to the curriculum and curricular offerings.

Key Features

Laboratory School Model: As a laboratory school, the purpose of the school is to allow teachers to experiment and innovate with different theories of education and put them into practice in the classroom. Teachers lead the process of tailoring the curriculum of the school to meet the needs of their students. A supportive system of advisement and mentorship gives teachers the latitude to develop and improve their craft on a regular basis. They consistently gain feedback and make changes to their teaching practices guided by the support of fellow teachers and the use of formative assessments to assess student progress and the effectiveness of teaching practices.

Multiage Classrooms and Looping: Teachers and students are educated in multiage classrooms to allow students to learn at their own pace and to develop social bonds and community through interactions with developmentally weaker and stronger students. The classroom setup provides the perfect environment to encourage critical thinking, cooperation, and collaborative learning. Additionally, students are kept together for two or more years with the same teacher to maintain continuity, develop relationships and a sense of community amongst students. This strengthens student-teacher relationships.

Mathematics as Art and Specialty Subject: Beginning in grade 3 all students will receive math instruction from a certified teacher who is an academically trained Mathematician. By treating mathematics as a specialty discipline, taught by an individual well versed in the theoretical underpinnings of the subject, we preserve student curiosity and improve critical thinking through the art of teaching mathematics from both a theoretical and applied perspective.

Investigative and Lab Based Science Education: Modeled after the B.E.L.L. lab at Blissfield Elementary School in Michigan, students learn science in an inquiry driven environment. They are taught to approach questions and to investigate their surroundings like a scientist with the goal of helping students understand the scientific process. Learning takes on a lived experience and they develop a keen understanding of what it takes to come up with evidence to support a hypothesis and derive conclusions. As a result, students learn critical thinking skills, communication skills and investigative skills, preparing students from a young age to develop a deep and profound appreciation for scientific inquiry.

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

Out-of-School Time Programs include any programs operated before or after school hours, or on weekends, or during school calendar breaks, but does not include school clubs or athletics. The School does not implement out-of-school time programs not otherwise identified and described in this Exhibit.

School Name: The Angela Day School for Liberation and Progressive Education

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.

Before School/Early Arrival Program

Students in K - 12 will all have access to the Early Arrival Program which takes place every day. Students are provided a free balanced nutritious breakfast upon arrival. If Lower and Middle School students finish breakfast before it is time to head to class, they are welcome to engage in quiet study or visit the maker center. The program is tuition based and staffed by dedicated before and after school staff licensed in child care.

Reading Support Lab

ADS will offer an after school Reading Support Lab (RSL) to provide additional reading support and interventions for students who have been flagged as needing additional support by the school's Literacy Early Warning System. The Lab will also support students who enroll in the school and lack reading proficiency. This additional support ensures we can provide an accelerated reading plan to help children catch up quickly with their fellow classmates. The lab is intentionally provided after school to ensure students do not miss out on learning in class with their classmates. It also avoids stigmatization that can occur when children are pulled out. The ADS learning program prioritizes inclusion in the classroom and endeavors to ensure students receive support in the classroom. The program will be funded through grant funds and staffed through partnerships with local nonprofit organizations.

Heritage Language Labs

Depending on the makeup of the student body, the school will host Heritage Language Labs after school for K - 8th grade students. The program is meant to support the first language learning skills of students whose first language is not English. Students will engage in enrichment activities, meant to support classroom learning by focusing on essential skills through the medium of their first language. The program is funded through grants and fundraising and staffed by licensed teachers contracted with for part-time services.

Summer Language Camps

The Angela Day School will host Summer Language Camps to help students retain language skills. The camp will be open to all students enrolled at the school from Kindergarten through 12th Grade. Language camps will be funded through a combination of tuition and grants and staffed by temporary hired licensed teachers or licensed child care staff.

Study Abroad

Students enrolled in the Middle School may take part in a class trip abroad for a month-long experience in another country. The Angela Day School will partner with schools of education in other parts of the country and world that speak the target languages of our program. The program will be funded through grants and fundraisers. Students are accompanied by school employed teaching staff and parent volunteers.

Exhibit F: Statutory Purposes

The primary purpose of The Angela Day School for Liberation and Progressive Education is to improve all pupil learning and all student achievement. The Angela Day School for Liberation and Progressive Education will report its implementation of the primary purpose in its annual report.

Provide a brief summary of the methods the school will use to achieve this purpose. This should not be more than one page.

As a school dedicated to whole child development and ensuring all children achieve regardless of ability, the mission and purpose of our charter school is directly aligned with the statutory purpose of forming a charter school. There are two major areas of concern for students who attend school in our proposed location of Minneapolis: (1) low demonstrated proficiency rates in reading, math and science and (2) disproportionate and high suspension rates. Our learning program aims to address both issues by providing a culturally responsive and student-centered learning environment that meets the needs of each individual student. Because students are setting their own learning goals at the beginning of the school year, they work at their own pace and receive the necessary support from their teacher to help guide them through the process of learning how to learn and how to think. We use research based practices like inquiry based learning and experiential learning based in the science of how people learn and couple it with culturally responsive teaching practices to support the learning of students of color. Our learning program is designed to prepare students to be responsive, socially engaged citizens who can think critically about information presented to them and who can in turn apply knowledge and understanding to problems and situations. The learning program is also holistic which means, we aim to educate the head, heart and hands. By educating the heart we are meeting the social and emotional needs of our students with an integrated conflict resolution curriculum and a system of restorative justice to build community and respect amongst community members. By providing a space for students to learn to take responsibility for their actions and to understand their actions in the larger context of being in a community, we reduce if not eliminate the use of harsh disciplinary tactics like suspension and removal that take students out of the classroom and put them further behind academically. Teachers are also trained to move away from harsh disciplinary practices that exclude children, taking them out of the classroom, to instead engage in intentional relationship building with students to understand the root causes of why students are responding to stress and conflict in a disruptive manner and to be generally receptive to seeing the whole child. Emphasis is placed on giving children the space and freedom to express their feelings, be heard, and to model stress reducing techniques. These processes take time but are important to develop if we want children to be able to handle and persevere through the stress of the hard work involved with problem solving and thinking critically.

The additional purpose(s) of THE ANGELA DAY SCHOOL FOR LIBERATION AND PROGRESSIVE EDUCATION 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.

The Angela Day School for Liberation and Progressive Education will report its implementation of these additional purposes in its annual report.

Provide a brief summary of the methods the school will use to achieve each of these additional purposes. This should not be more than a half page per additional purpose. You do not have to include all additional purposes. In fact, fewer may be better as you must report on each additional purpose you identify here in your annual report, and the school will be held accountable for its performance in each of these areas.

ADS also fulfills the other purposes of charter schools as outlined by statute by (1) Increasing the learning opportunities for all pupils and (2) Encouraging the use of different and innovative teaching methods.

- (1) Presently, a public holistic education utilizing both Waldorf and Reggio pedagogical approaches to learning school does not exist in Minneapolis. There are also no schools offering outdoor classrooms as a central component of the learning program. And no school offers antiracist pedagogy as a central component of the learning philosophy.
- (2) As a laboratory and teacher-led school, teachers are encouraged to experiment and innovate with different theories of education and pedagogy and put them into practice in the classroom. Teachers lead and are responsible for creating the curriculum. They work collaboratively as a group to ensure the curriculum is in alignment with the mission and vision of the school. This is all done in a collaborative work environment in order to assess student progress and the effectiveness of teaching practices. Additionally, as a teacher-led school, teachers are afforded additional opportunities to take on leadership and administrative roles to assist in the running of the school.

Angela Day School for Liberation and Progressive Education

Exhibit G: Academic and Academic-Related Goals

Contract Period July 1, 2021 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 students," which means striving for the world's best workforce (WBWF) as outlined in MN Stat. 120B.11. As an authorizer, Osprey Wilds ELC must evaluate the school's performance on meeting outcomes adopted by the commissioner (i.e., WBWF). Therefore, these contractual goals and measures have been aligned to WBWF goal areas. Measures are assigned to WBWF goal area(s) as appropriate and as outlined below:

Ready for Kindergarten [R4K]

All students are ready for kindergarten.

Reading Well by 3rd Grade [RG3]

All students in third grade achieve grade-level literacy.

Achievement Gap Closure [AGC]

All racial and economic achievement gaps between students are closed.

Career and College Readiness [CCR]

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

Graduate from High School [GRAD]

All students graduate from high school.

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

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

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

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

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

Summary of Indicator Points

Indicator	Points Possible	Points Earned	% Earned
1: Mission Related Outcomes	12	0	0.0%
2: English Language Learners	6	0	0.0%
3: Reading Growth	16	0	0.0%
4: Math Growth	16	0	0.0%
5: Reading Proficiency	15	0	0.0%
6: Math Proficiency	15	0	0.0%
7: Science Proficiency (and Growth)	8	0	0.0%
8: Other Proficiency or Growth	7	0	0.0%
9: Post-Secondary Readiness	0	N/A	N/A
10: Attendance	5	0	0.0%
Overall	100	0	0.0%

Indicator 1: Mission Related

12 Points

School Goal: Over the period of the contract, students at Angela Day School for Liberation and Progressive Education will demonstrate proficiency in second language learning.

Performance Ratings	Measure 1.1 [CCR] – 5 Points: In aggregate, from FY23-FY26, 90% of students will meet oral limited working proficiency (ILR Level 2) in a second language by the end of grade 5 as measured by the Interagency Language Roundtable scale.	Result:
Exceeds Target (x 1.5)	The aggregate average score is at least 95.0%.	
Meets Target (x1.0)	The aggregate average score is at least 90.0%.	
Approaches Target (x0.5)	The aggregate average score is at least 80.0%.	
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.	
Performance Ratings	Measure 1.2 [CCR] – 5 Points: In aggregate, from FY24-26, all students will demonstrate an improvement in the habits of mind and heart as measured by the Habits of Mind THOMAS Assessment (baseline TBD in FY23).	Result:
Exceeds Target (x 1.5)	The school's aggregate is at least 10.0 points greater than the baseline.	
Meets Target (x1.0)	The school's aggregate is greater than the baseline.	
Approaches Target (x0.5)	The school's aggregate is equal to or within 10.0 points of the baseline.	
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: In aggregate, from FY24-26, the proficiency index for ADS students for reading, math and science will improve at a faster rate than that of the Minneapolis school district.	Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency rate improvement annually (starting with the baselines set in FY23) exceeds the rate of improvement of the Minneapolis district for all three subjects: reading, math, and science AND exceeds the rate of improvement of the state for at least one subject.	

Meets Target (x1.0)	The school's aggregate proficiency rate improvement annually (starting with the baseline set in FY23) exceeds the rate of improvement of the Minneapolis district for all three subjects: reading, math, and science.		
Approaches Target (x0.5)	The school's aggregate proficiency rate improvement annually (starting with the baseline set in FY23) exceeds the rate of improvement of the Minneapolis district for two of the three subjects: reading, math, and science.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		12	0
			% Earned
			0.0%

Indicator 2: English Language Learners

6 Points

School Goal: Over the period of the contract, students at Angela Day School for Liberation and Progressive Education will demonstrate adequate progress towards English language proficiency.			
Performance Ratings	Measure 2.1 [CCR] – 3 Points: From FY23 to FY26, 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 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 10.0 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] – 3 Points: From FY23 to FY26, the average progress toward target for English Learners grades K-8 on the ACCESS test will be equal to or greater than the state average progress toward target for the same		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 10.0 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
		6	0
			% Earned
			0.0%

Indicator 3: Reading Growth

16 Points

School Goal: Over the period of the contract, Angela Day School for Liberation and Progressive Education students will demonstrate growth in reading as measured by state assessments and nationally normed assessments.

Performance Ratings	Measure 3.1 [CCR] – 1 Point: In aggregate, from FY23-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 the state.		Result:
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 FY23-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 the state.		Result:
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)	The school achieves an overall percentage that is no more than 10 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] – 13 Points: From FY23 to FY27, the aggregate percentage of students in grades K-8 who meet their fall to fall NWEA expected growth target will be at least 50%.		Result:
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.		
		Points Possible	Points Earned
		16	0
			% Earned
			0.0%

Indicator 4: Math Growth

16 Points

School Goal: Over the period of the contract, Angela Day School for Liberation and Progressive Education students will demonstrate growth in math as measured by state assessments and nationally normed assessments.			
Performance Ratings	Measure 4.1 [CCR] – 1 Point: In aggregate, from FY23-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 the state.		Result:
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 FY23-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 than the state.		Result:
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)	The school achieves an overall percentage that is no more than 10 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] – 13 Points: From FY23 to FY27, the aggregate percentage of students in grades K-8 who meet their fall to fall NWEA expected math growth target will be at least 50%.		Result:
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.		
		Points Possible	Points Earned
		16	0
			% Earned
			0.0%

Indicator 5: Reading Proficiency

15 Points

School Goal: Over the period of the contract, Angela Day School for Liberation and Progressive Education students will demonstrate proficiency in reading as measured by state assessments, nationally normed assessments, and curriculum based assessments.			
Performance Ratings	Measure 5.1 [RG3] – 1 Point: From FY23-26, the school’s aggregate proficiency index score for students in grade 3 will be equal to or greater than that of the state for the same grade.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.2 [RG3] – 1 Point: From FY23-26, the school’s aggregate proficiency index score for students in grade 3 will be equal to or greater than that of the local district (ISD 1 – MPS) for the same grade.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.3 [CCR] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for all students grades 4-8 will be greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.4 [CCR] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for all students grades 4-8 will be greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		

Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.5 [AGC] – 1 Point: In aggregate, from FY23-26 the school's aggregate proficiency index score for students in the Free / Reduced Price Lunch group will be greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.6 [AGC] – 1 Point: In aggregate, from FY23-26 the school's aggregate proficiency index score for students in the Free / Reduced Price Lunch group will be greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.7 [AGC] – 2 Points: From FY24-FY26, the gap between the proficiency index for reading of students enrolled for two or more years at ADS and their white peers statewide will decrease by 15% from the baseline to be established in FY23.		Result:
Exceeds Target (x 1.5)	In aggregate, the gap between students at ADS and white students statewide decreases by 7% or greater from the previous year OR decreases by 20% or greater by the end of the contract term.		
Meets Target (x1.0)	In aggregate, the gap between students at ADS and white students statewide decreases by at least 5% annually OR decreases by 15% or greater by the end of the contract term.		
Approaches Target (x0.5)	The gap between students at ADS and white students statewide decreases by at least 2% annually OR decreases by 6% by the end of the contract term.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.8 [CCR] – 2 Points: In aggregate, from FY23-26 the school's aggregate proficiency index score for students at ADS will be 150% greater than that of the aggregate of Minneapolis Public School District Northwest Community Schools* for the same grades.		Result:
Exceeds Target (x 1.5)	In aggregate, the schools proficiency index is at least 30% greater than than of the MPS Northwest Community Schools in year 1, and grows by at least 40% annually thereafter to exceed the MSP Northwest Community Schools by at least 170% by the end of the contract term.		
Meets Target (x1.0)	In aggregate, the schools proficiency index is at least 25% greater than than of the MPS Northwest Community Schools in year 1, and grows by at least 30% annually thereafter to exceed the MSP Northwest Community Schools by at least 150% by the end of the contract term.		
Approaches Target (x0.5)	In aggregate, the schools proficiency index is at least 10% greater than than of the MPS Northwest Community Schools in year 1, and grow by at least 15% annually thereafter to exceed the MSP Northwest Community Schools by at least 90% by the end of the contract term.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
* Minneapolis Northwest School cohort includes Olson Middle, Jenny Lind, Loring, Lucy Craft Laney, Cityview Community, Nellie Stone Johnson, Mona Moede, Franklin Middle and Bethune.			
Performance Ratings	Measure 5.9 [AGC] – 1 Point: In aggregate, from FY23-26 the school's aggregate proficiency index score for students in the Special Education group will be greater than that of the state for the same grades.		Result:

Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.10 [AGC] – 1 Point: In aggregate, from FY23-26 the school's aggregate proficiency index score for students in the Special Education group will be greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.11 [CCR] – 1 Point: In aggregate, from FY24-26 the percentage of 3rd grade students enrolled for two or more years at ADS who are reading at grade level by the end of grade 3 as measured by nationally normed assessments will increase annually by at least 10% from the baseline established in FY23 OR is equal to or greater than 90%.		Result:
Exceeds Target (x 1.5)	In aggregate, the percentage of 3rd grade students reading at grade level increased by 15% from the prior year or greater OR is 95%.		
Meets Target (x1.0)	In aggregate, the percentage of 3rd grade students reading at grade level increased by 10% from the prior year or greater OR is 90%.		
Approaches Target (x0.5)	In aggregate, the percentage of 3rd grade students reading at grade level increased by 5% from the prior year or greater OR is 80%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.12 [RG3] – 1 Point: In aggregate, from FY23-26 80% of all students are reading independently in their first language by the end of grade 3 as measured by a curriculum based assessment.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 85%.		
Meets Target (x1.0)	The aggregate percentage is at least 80%.		
Approaches Target (x0.5)	The aggregate percentage is at least 70%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 5.13 [CCR] – 1 Point: In aggregate, from FY23-26 80% of all students who enroll and are performing two or more years below reading level will be reading at grade level within two years of enrolling as measured by a curriculum based end of year assessment.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 85%.		
Meets Target (x1.0)	The aggregate percentage is at least 80%.		
Approaches Target (x0.5)	The aggregate percentage is at least 70%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		15	0
		% Earned	0.0%

Indicator 6: Math Proficiency

15 Points

School Goal: Over the period of the contract, Angela Day School for Liberation and Progressive Education students will demonstrate proficiency in math as measured by state assessments.			
Performance Ratings	Measure 6.1 [CCR] – 2 Points: In aggregate, from FY23-26 the school’s aggregate proficiency index score for all students will be greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.2 [CCR] – 5 Points: In aggregate, from FY23-26 the school’s aggregate proficiency index score for all students will be greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.3 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Free / Reduced Price Lunch group will be greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.4 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Free / Reduced Price Lunch group will be greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.5 [AGC] – 2 Points: From FY24-FY26, the gap between the proficiency index for math of students enrolled for two or more years at ADS and their white peers will decrease by 15% from the baseline to be established in FY23.		Result:
Exceeds Target (x 1.5)	In aggregate, the gap between students and white students at ADS decreases by 7% or greater from the previous year OR decreases by 20% or greater by the end of the contract period (FY26).		
Meets Target (x1.0)	In aggregate, the gap between students and white students at ADS decreases by at least 5% annually OR decreases by 15% by the end of the contract period (FY25).		
Approaches Target (x0.5)	The gap between students and white students at ADS decreases by at least 2% annually OR decreases by 6% by the end of the contract period (FY25).		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.6 [CCR] – 2 Points: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students at ADS will be 150% greater than that of the aggregate of Minneapolis Public School District Northwest Community Schools* for the same grades.		Result:

Exceeds Target (x 1.5)	In aggregate, the schools proficiency index is at least 30% greater than than of the MPS Northwest Community Schools in year 1, and grows by at least 40% annually thereafter to exceed the MSP Northwest Community Schools by at least 170% by the end of the contract term.		
Meets Target (x1.0)	In aggregate, the schools proficiency index is at least 25% greater than than of the MPS Northwest Community Schools in year 1, and grows by at least 30% annually thereafter to exceed the MSP Northwest Community Schools by at least 150% by the end of the contract term.		
Approaches Target (x0.5)	In aggregate, the schools proficiency index is at least 10% greater than than of the MPS Northwest Community Schools in year 1, and grow by at least 15% annually thereafter to exceed the MSP Northwest Community Schools by at least 90% by the end of the contract term.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
* Minneapolis Northwest School cohort includes Olson Middle, Jenny Lind, Loring, Lucy Craft Laney, Cityview Community, Nellie Stone Johnson, Mona Moede, Franklin Middle and Bethune.			
Performance Ratings	Measure 6.7 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Special Education group will be greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 6.8 [AGC] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for students in the Special Education group will be greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the district’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the district’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 5.0 points of the district’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		15	0
			% Earned
			0.0%

Indicator 7: Science Proficiency

8 Points

School Goal: Over the period of the contract, Angela Day School for Liberation and Progressive Education students will demonstrate proficiency in science as measured by state assessments.			
Performance Ratings	Measure 7.1 [CCR] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for all students will be greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school’s aggregate proficiency index score is at least 10.0 points greater than the state’s score.		
Meets Target (x1.0)	The school’s aggregate proficiency index score is equal to or greater than the state’s score.		
Approaches Target (x0.5)	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.2 [CCR] – 1 Point: In aggregate, from FY23-26 the school’s aggregate proficiency index score for all students will be greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:

Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.3 [AGC] – 1 Point: In aggregate, from FY23-26 the school's aggregate proficiency index score for students in the Free / Reduced Price Lunch group will be greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.4 [AGC] – 1 Point: In aggregate, from FY23-26 the school's aggregate proficiency index score for students in the Free / Reduced Price Lunch group will be greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.5 [CCR] – 2 Points: In aggregate, from FY23-26 the school's aggregate proficiency index score for students at ADS will be 150% greater than that of the aggregate of Minneapolis Public School District Northwest Community Schools* for the same grades.		Result:
Exceeds Target (x 1.5)	In aggregate, the schools proficiency index is at least 30% greater than than of the MPS Northwest Community Schools in year 1, and grows by at least 40% annually thereafter to exceed the MSP Northwest Community Schools by at least 170% by the end of the contract term.		
Meets Target (x1.0)	In aggregate, the schools proficiency index is at least 25% greater than than of the MPS Northwest Community Schools in year 1, and grows by at least 30% annually thereafter to exceed the MSP Northwest Community Schools by at least 150% by the end of the contract term.		
Approaches Target (x0.5)	In aggregate, the schools proficiency index is at least 10% greater than than of the MPS Northwest Community Schools in year 1, and grow by at least 15% annually thereafter to exceed the MSP Northwest Community Schools by at least 90% by the end of the contract term.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
* Minneapolis Northwest School cohort includes Olson Middle, Jenny Lind, Loring, Lucy Craft Laney, Cityview Community, Nellie Stone Johnson, Mona Moede, Franklin Middle and Bethune.			
Performance Ratings	Measure 7.6 [AGC] – 1 Point: In aggregate, from FY23-26 the school's aggregate proficiency index score for students in the Special Education group will be greater than that of the state for the same grades.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the state's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.7 [AGC] – 1 Point: In aggregate, from FY23-26 the school's aggregate proficiency index score for students in the Special Education group will be greater than that of the local district (ISD 1 – MPS) for the same grades.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points greater than the district's score.		

Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 5.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		8	0
			% Earned
			0.0%

Indicator 8: Proficiency in Other Curricular Areas

7 Points

School Goal: Over the period of the contract, students enrolled at Angela Day School for Liberation and Progressive Education will demonstrate readiness for kindergarten as measured by early childhood screening completion rate and Spanish language proficiency as measured by curriculum based comprehensive assessments.			
Performance Ratings	Measure 8.1 [R4K] – 2 Points: From FY23-26, the aggregate percentage of students who complete early childhood screening prior to the first day of school will be at least 90%.		Result:
Exceeds Target (x1.5)	The aggregate percentage is at least 95%.		
Meets Target (x1.0)	The aggregate percentage is at least 90%.		
Approaches Target (x0.5)	The aggregate percentage is at least 80%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 8.2 [CCR] – 5 Points: From FY23-26, the aggregate percentage of students in grade 5 who demonstrate grade level Spanish proficiency on a curriculum based comprehensive assessment will be at least 50%.		Result:
Exceeds Target (x1.5)	The aggregate percentage is at least 60%.		
Meets Target (x1.0)	The aggregate percentage is at least 50%.		
Approaches Target (x0.5)	The aggregate percentage is at least 40%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		7	0
			% Earned
			0.0%

Indicator 9: Post-Secondary Readiness

0 Points

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

Indicator 10: Attendance

5 Points

School Goal: Over the period of the contract, Angela Day School for Liberation and Progressive Education students will attend the school at high rates.			
Performance Ratings	Measure 10.1 – 5 Points: From FY23 to FY26 the average of the school's annual consistent attendance rates will be equal to or greater than the state.		Result:
Exceeds Target (x 1.5)	The average of the school's annual consistent attendance rates is at least 10% greater than the state.		
Meets Target (x1.0)	The average of the school's annual consistent attendance rates is equal to the state.		

Approaches Target (x0.5)	The average of the school's annual consistent attendance rates is within 10% 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
		5	0
			% Earned
			0.0%

Exhibit H: Angela Day School for Liberation and Progressive Education Environmental Education Goals

EE Performance Indicator 1: Awareness

1. Students at Angela Day School for Liberation and Progressive Education 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 Angela Day School for Liberation and Progressive Education have the knowledge, or are increasing their knowledge, of human and natural systems and processes.

EE Performance Indicator 3: Attitudes

3. Students at Angela Day School for Liberation and Progressive Education have an attitude, or are increasing their attitude of, appreciation and concern for the environment.

EE Performance Indicator 4: Skills

4. Students at Angela Day School for Liberation and Progressive Education 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 Angela Day School for Liberation and Progressive Education 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.

The Angela Day School for Liberation and Progressive Education Enrollment and Lottery Policy

Enrollment Policy

In accordance with MN 124E.11, The Angela Day School for Liberation and Progressive Education's enrollment process starts with an enrollment period. The enrollment period will be from November 1st through February 1st of each year. Notice of the enrollment period will be made public through postings at community centers, local places of worship, local small businesses, in local newsletters, and on the Facebook page of local neighborhood associations targeting the Harrison, Willard-Hay, Near North, Central and Phillips communities as well as the school's website and social media pages.

The enrollment model for each grade will be approved by the Board of Directors prior to the start of the Open Enrollment Period. This enrollment model will accommodate slight over enrollment to account for likely student attrition.

Enrollment Preference

- I. As required and allowed by MN 124E.11, The Angela Day School will offer preferential enrollment first to:
 - (1) siblings of students currently enrolled and to a foster child of the pupil's Parents; and then to
 - (2) children of school employees

- II. No preference will be given to children enrolled in the private pre-kindergarten program. Any parent who wants to enroll their child, who is enrolled in the private prekindergarten, must participate in the enrollment and lottery process.

- III. The enrollment process may not limit eligibility for enrollment to specific characteristics of children whose enrollment application is received in a timely manner. No enrollment decisions may be based on intellectual ability, measures of achievement or aptitude, athletic ability or any other criteria that are inconsistent with MN 124E.11.

Kindergarten Enrollment

Prospective students entering kindergarten must be five years of age on or before September of the kindergarten year in order to enroll in kindergarten.

Enrollment Process

All prospective families must submit an enrollment application by the Open Enrollment Deadline of February 1st. If any spots remain open, applications will continue to be received and spots filled on a first received, first enrolled basis with preference given to applications received from siblings of currently enrolled students, the foster child of an enrolled pupil's parent, and children of school employees. In the event post-deadline enrollment results in a full class and later enrollment applications are received, those applicants will be placed on a waiting list in the order in which the applications are received and in accordance with the enrollment preference policy.

Lottery Process

- I. If more enrollment applications are submitted during the Open Enrollment Period than space exists for a particular grade or grades then a public lottery will be held to determine who will be enrolled.
- II. The lottery will be conducted by a third-party contractor unrelated to the school, its board members, staff, or applicants.
- III. The meeting will be announced two weeks in advance to provide adequate notice and will occur on March 1st. If March 1st falls on a holiday, the lottery will be held the next business day following the holiday.
- IV. Any students whose names are not drawn during the lottery will be placed on a waitlist in the order their names are drawn.
- V. Any enrollment applications received after the close of the enrollment period will be placed on the waitlist in the order the applications are received. Preference in the order of names placed on the waitlist will be given first to applicants with siblings currently enrolled in the school and the foster child of a pupil's parent and second to children of school employees.

Fair Dismissal Process

Pursuant to MN Stat. 124E.11 (g) 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 outlined in MN Stat. 121A.40 - 121A.56.

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: Angela Day School for Liberation and Progressive Education

School Year: 2021-22

Election Date: N/A – initial board

Date Updated: October 20, 2021

Term Length: 3 years

Board Created Date: October 25, 2021

Seat No.	Member Name	Board Position	Affiliation	Date Elected	Date Seated	Term End Date	Phone Number	Email Address
1	Dianna Myles	Chair	Parent	N/A	10/25/21	6/30/2024	(314) 603-9728	dianna.myles@gmail.com
2	Martha Mathis	Secretary	Teacher	N/A	10/25/21	6/30/2024	(612) 600-9180	Mathis831@gmail.com
3	Kelly Henriksen	Vice Chair	Parent	N/A	10/25/21	6/30/2024	(612) 269-3465	Kearth7@gmail.com
4	Amanda Ballard	Member	Parent	N/A	10/25/21	6/30/2024	(612) 810-3917	Ballard0910@gmail.com
5	Brandon Royce-Diop	Member	Teacher	N/A	10/25/21	6/30/2024		brandon.royce-diop@wildflowerschools.org
6	Carlos Gee	Treasurer	Community Member	N/A	10/25/21	6/30/2024	(612) 385-1521	losg21@hotmail.com

Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

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

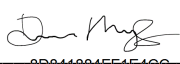
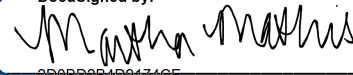
DocuSigned by:  8D841884FF1E4CC...	10/23/2021
_____ Signature	_____ Date
Dianna Myles _____ Printed Name	
314-603-9728 _____ Phone Number	
dianna.myles@gmail.com _____ E-mail Address	

Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

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DocuSigned by:

2D06B2B4D9174CE...

Signature

10/24/2021

Date

Martha Mathis

Printed Name

612-600-9180

Phone Number

Mathis831@gmail.com

E-mail Address

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DocuSigned by:

Kelly Henriksen

B300BDBE44514AE...

Signature

10/25/2021

Date

Kelly Henriksen

Printed Name

Kelly Henriksen

Phone Number

kearth7@gmail.com

E-mail Address

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DocuSigned by:

Amanda Ballard

10/25/2021

Signature

Date

Amanda Ballard

Printed Name

Amanda L Ballard

Phone Number

ballard0910@gmail.com

E-mail Address

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10/25/2021

Signature

Date

Brandon Royce-Diop

Printed Name

612-481-1334

Phone Number

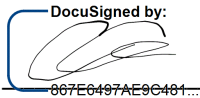
roycediop@gmail.com

E-mail Address

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- 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.

DocuSigned by:

067E6497AE9C481...

Signature

10/25/2021

Date

Carlos Gee

Printed Name

Carlos Gee

Phone Number

1osg21@hotmail.com

E-mail Address

Exhibit M: Charter School Closure Process and Plan

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

Name of School:

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

TASKS	Person Responsible	Date Completed and Comments
Establish <i>ad hoc</i> School Board Committee for wind-up / restructuring		
Designate School contact person(s) to send and receive communications from 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. <i>(See Inventory and Liquidation of Assets below.)</i>		
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		

<p>to, the following:</p> <ul style="list-style-type: none"> * date of the last day of regular instruction; * cancellation of any planned summer school; * notice to parents that enrollment of children in their district of residence or other school is mandatory under state law for children that are six years of age or older; * 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). <p>Provide Osprey Wilds with a copy of the notice when it is sent to families.</p>		
<p>Other:</p>		
Final Report Cards and Student Records Notice		
<p>Within 7 business days after charter revocation (June 30), provide parents / guardians with copies of final report cards and notice of where student records will be sent (the student’s district of residence) and specific contact information.</p> <ul style="list-style-type: none"> * 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. <p>Provide Osprey Wilds with a copy of the notice.</p>		
<p>Other:</p>		
Transfer of Student Records and Testing Material		
<p>No later than 10 business days after charter revocation (June 30) send student records to the student’s district of residence in accordance with MN §124E.10 Subd. 6(b), including:</p> <ul style="list-style-type: none"> * 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. <p>All end of school year grades and evaluations must be completed and made part of the student records, including any IEP / Committee on Special Education meetings / progress reports. As noted above, parents / guardians should be offered copies of</p>		

<p>students' records prior to June 30. Testing material, including scores, test booklets, and annual data files etc. required to be maintained by the School by the State Education Department must also be forwarded to each student's district of residence. To the extent that scores, etc. will come into existence after charter revocation, arrangements should be made with the testing agent to forward such material to each student's district of residence. The school should also send a set of Individual Student Reports to each student's district of residence and parents.</p>		
<p>No later than 15 business days after charter revocation (June 30), the school must provide Osprey Wilds a spreadsheet recording the name of each student and to which school that student's records were sent. If a student's records were sent to the district office, the spreadsheet should document that and include the name and title of the district employee who took possession of those records.</p>		
<p>Other:</p>		
<p>Notification of School Districts</p>		
<p>Within 7 business days after charter revocation (June 30), the School must notify the school district in which the School is located regarding the termination of the education program and lack of future enrollment in accordance with MN §124E.10 Subd. 1(b)1.</p> <ul style="list-style-type: none"> * 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. <p>Provide Osprey Wilds with a copy of the notice.</p>		
<p>Other:</p>		
<p>Notification of Funding Sources /Charitable Partners</p>		
<p>Within 7 business days after charter revocation (June 30), all other sources of the School's operational funding must be notified in writing of the closure of the School as well as charitable partners of the School.</p> <ul style="list-style-type: none"> * 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. 		
<p>Other:</p>		
<p>Notification of Contractors and Termination of Contracts</p>		
<p>Within 20 business days after charter revocation (June 30), formulate a list of all contractors with contracts in effect, and notify</p>		

<p>them regarding cessation of current school operations at charter revocation.</p> <ul style="list-style-type: none"> * 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. <p>Provide Osprey Wilds with a copy of such notice.</p> <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or closure of the School.</p> <ul style="list-style-type: none"> * Telephone, gas, electric, water, insurance (premises and E&O insurance, see below) should remain operative through the charter revocation and to the extent necessary. 		
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Other:		
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Notification of Employees and Benefit Providers		
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<p>After an employee termination date is established, but in no event later than June 1, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Further notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including:</p> <ul style="list-style-type: none"> * health care / health insurance; * life insurance; * dental plans; * eyeglass plans; * cafeteria plans; * 401(k), retirement plans; * pension plans; * TRA; and * PERA <p>Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted. Employees should be notified of eligibility for unemployment compensation. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after charter revocation (June 30), and reserve funds should be set aside for this purpose.) See School Wind-Up Plan and Action regarding payment of taxes, below.</p>		
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Other:		
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Notification of Food and Transportation Services and Cancellation of Contracts		
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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.		
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Other:		
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Notification of Osprey Wilds Regarding Lawsuits		
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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.		
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Other:		
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List of Creditors and Debtors; UCC Search		
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<p>Within 20 business days after charter revocation (June 30), formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor.</p> <ul style="list-style-type: none"> * 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. <p>Provide a copy of the list of creditors to Osprey Wilds with the amount owed to each creditor thereon and the amount owed by each debtor.</p>		
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Other:		
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Notification to Creditors		
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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		
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ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.		
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Other:		
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Notification to Debtors		
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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.		
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Other:		
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School Wind-Up Plan and Action		
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<p>The School Corporation shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of directors. Priority should be given to continuing the School's educational program through the end of the school year and retaining funds to complete the wind-up process.</p> <p>The initial plan should be adopted within 20 business days of notice of final determination, and be updated at least bi-weekly with copies to Osprey Wilds. The plan should include, but not be limited to, the following.</p> <ul style="list-style-type: none">* 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		
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<p>employment, contract and School Board status of those authorized to sign for the School.</p> <p>Status reports on the implementation of the School Wind-Up Plan to be submitted to Osprey Wilds through Interim Statements and a Final Statement (below).</p>		
<p>Other:</p>		
<p>Protection of Assets; Insurance</p>		
<p>The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <ul style="list-style-type: none"> * 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 <ul style="list-style-type: none"> 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets are sold, respectively. * Negotiate School Facility insurance with entities that may take possession of School Facility – 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. 		
<p>Other:</p>		
<p>Inventory</p>		
<p>No later than 30 business days prior to charter revocation (June 30), all of the School's assets must be inventoried with item numbers and quantities and/or its inventory updated.</p> <ul style="list-style-type: none"> * 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. <p>Provide Osprey Wilds with a copy of the inventory.</p>		
<p>Other:</p>		
<p>Liquidation of Assets</p>		
<p>Assets must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed</p>		

<p>bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest (above), the secured party should be contacted. <i>(See Federal CSP Grant information above.)</i></p> <p>Pursuant to MN §317A.735, no asset may be given away, except as authorized by law. In cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction, it may be permissible to give away or discard such assets. However, this should be cleared from the largest or sole creditor(s) in advance. School Board members and their relatives as well as employees and students of the School should not purchase any asset unless the purchase is disclosed to the School Board and the disclosure is made a matter of record in the School Board's minutes and approved by a majority of the non-interested members of the School Board.</p>		
Other:		
E&O Insurance		
<p>Maintain existing directors and officers' liability (E&O) insurance, if any, until final dissolution of the School Corporation. If no such E&O insurance exists, disclose this fact to the board of directors.</p>		
Other:		
Interim Statements		
<p>No later than 10 business days after charter revocation (June 30), prepare, and submit to Osprey Wilds, an interim statement in a form satisfactory to Osprey Wilds, of the status of all contracts and other obligations of the School Corporation, and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p> <ul style="list-style-type: none"> * all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School or School Corporation outstanding, including principal and accrued interest, as of the date of the interim report; and * all amounts owed to the School Corporation by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and * all income generated through sale or auction of assets and any other change in status of assets. <p>The School will prepare and submit such statements to Osprey Wilds at 30 day intervals until the final statement (below) is prepared and submitted.</p>		
Other:		
Final Statement		

<p>At a date to be determined by Osprey Wilds, anticipated to be no later than 90 business days after charter revocation (June 30), no later than 10 business days prior to the filing of a dissolution proceeding the School shall prepare to the full satisfaction of Osprey Wilds a final statement of the status of all contracts and other obligations of the School Corporation, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <ul style="list-style-type: none"> * 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. <p>* This statement is submitted to Osprey Wilds in the form in which it will be sworn and submitted to the MN Attorney General and/or MN Secretary of State as part of any dissolution proceeding.</p> <p>* This statement is in addition to the final Financial Statement Audit.</p>		
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		
<p>State, federal and other grants must be closed out, (<i>See Contact MDE section above</i>) including:</p> <ul style="list-style-type: none"> * notification to the grant entity of the School closure; and * filing of any required expenditure reports or receipts and any required program reports. <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>		
Other:		
IRS Status; Reports		

<p>The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:</p> <ul style="list-style-type: none"> * notification to IRS regarding any address change of the School Corporation; * 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. 		
<p>Other:</p>		
Corporate Records		
<p>In all cases, the School Board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> * Loans, bonds, mortgages and other financing; * Contracts; * Leases; * Assets and asset sales; * Grants – records relating to federal grants must be kept in accordance with 34 CFR 8042. * Governance (Minutes, by-laws, policies); * Employees (background checks, personnel files); * Accounting/audit, taxes and tax status, etc.; * Personnel, * Employee benefit programs and benefits; and * Student summary test data files * Any items listed in this Closure Plan. <p>When the School Corporation is dissolved, the members of the School Board or other custodian of the records of the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container.</p>		
<p>Other:</p>		
Resolution of Dissolution		
<p>The School Board must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.</p>		
<p>Other:</p>		
Dissolution		
<p>The Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:</p> <ul style="list-style-type: none"> * a complete statement of all assets, their location and an estimate of their value; and * a statement of the ascertainable debts of the education corporation. <p>Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of</p>		

<p>the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container. The Board must provide the name and contact information of the person who will maintain the permanent records of the school.</p> <p>Copies of all papers related to dissolution should be sent to Osprey Wilds.</p> <p>Members of the School Board are empowered to continue in office even after the expiration of the Charter and dissolution of the School Corporation for the purpose of winding-up and settling the affairs of the School Corporation, and after the dissolution of the School Corporation.</p>		
<p>Other:</p>		
Final Distribution of Assets		
<p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations. Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools or to the school district in which the School is located.</p> <p style="padding-left: 40px;">* An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. (In case of later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.)</p> <p style="padding-left: 40px;">* In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations.</p>		
<p>Other:</p>		

EXHIBIT N - Provisions for Education Service or Management Contract

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

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

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

3. Financial Reporting

- a. Budget. The budget prepared by the Charter School board of directors pursuant to applicable provisions of the Charter School Agreement shall include, without limitation, the following itemized information:
 - i. All contract payments, lease payments, management fees, administrative fees, licensing fees, curriculum fees, technology fees, performance bonuses and other amounts budgeted for the Service Provider or any affiliated entity, with the method for calculating such fees or payments clearly explained.
- b. Financial Statements. In the event that monthly or quarterly financial statements are required to be furnished by the Charter School pursuant to the applicable provisions of the Charter School Agreement, such financial statements shall reflect the school's financial operations, including an itemized accounting of all amounts paid to the Service Provider and any affiliated entity or otherwise paid for services in the Service Contract, which amounts shall be itemized in a manner that clearly corresponds to those categories provided in the Charter School's annual budget or the Service Contract.
- c. Annual Audit. The Financial Audits required under applicable provisions of the Charter School Agreement shall include review of all fees and payments made by the Charter School to the Service Provider or any affiliated entity.
- d. Reporting of Loans and Investments. All loans or grants to, or investments in, the Charter School by the Service Provider or any affiliated entity must be evidenced by appropriate documentation and disclosure, either in the Service Contract or through separate agreements. In the case of investments, such documentation shall explain

how the investment shall be treated on the books of the Charter School and shall clearly state the Service Provider or affiliated entity's expected return on equity.

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

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

Exhibit R: Financial Statement Template & Guide

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

SCHOOL NAME:

PERIOD ENDING:

Description	General Fund 01	Food Service Fund 02	Community Service Fund 04	Total Funds
ASSETS				
Cash - checking				
Cash - savings				
Investments				
Accounts Receivable - due from MDE				
Accounts Receivable - due from other				
Prepays				
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:

Student Enrollment	ADM: PU:	ADM: PU:	Percent of Budget
GENERAL FUND - 01	Approved Budget	Year-to-Date Activity	
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			
Miscellaneous (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		

	Approved Budget FYXX	Approved Budget FYXX
GENERAL FUND - 01		
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

