

CHARTER SCHOOL CONTRACT

Between

Northfield Public Schools

And

Prairie Creek Community School – District #4090

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 secondary purpose(s) of the School's educational program is/are:

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

WHEREAS, the parties are authorized under Minnesota law to contract for the operation and oversight of a charter school, pursuant to Department of Education approval of Northfield Public Schools intent to charter the School, dated November 21, 2001, a copy of which is attached as Exhibit A; and

WHEREAS, Northfield Public Schools and the School previously entered into a charter school contract which expires June 30, 2021; and

WHEREAS, Northfield Public Schools has conducted the performance evaluation of the School (See Exhibit N), considered the reauthorization of the School, and has approved the issuance of a charter contract to the School.

NOW, THEREFORE, Northfield Public Schools 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 124E.01 through 124E.26, 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 Northfield Public Schools and the School.

(e) “Department of Education” means the Minnesota Department of Education.

(f) “District” means Northfield Public Schools.

(g) “School” means Prairie Creek Community School, located at one site, 27695 Denmark Avenue, Northfield, MN 55057, which is established as a charter school under this Contract pursuant to the Charter School Act, and any additional site(s) pursuant to subsequent Department of Education approval of any supplemental affidavit to expand sites. The name and location(s) of the School will not be changed without the prior written consent of the District.

(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 neutral, 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. Implementation of Purpose/Mission
- E. Description of School's In-School & Out-of-School Time Programs
- F. Academic & Non Academic Pupil Performance Outcomes/Goals
- G. Statement of Admissions Policies and Procedures
- H. Governance & Management Plan
- I. Administration and Operations Plan
- J. Financial Management Plan
- K. Statement of Assurances Signed by All Board Members
- L. Charter School Closure Checklist & Plan
- M. Supplemental Continuing Oversight Criteria, Processes, Procedures
- N. Performance Evaluation of School

**ARTICLE II**  
**RELATIONSHIP BETWEEN THE SCHOOL AND THE DISTRICT**

Section 2.1. Voluntary Authorization. The District qualifies as a authorizer pursuant to Minnesota Statute 124E.05 Subd. (1). In granting this Contract, The District voluntarily exercises powers given to The District pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of the District's autonomy or powers.

Section 2.2. Independent Status of the School. The School is not and shall not be deemed to be a division or part of the District. The relationship between the School and the District 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 the District and the School. Except as otherwise provided in this Contract or the Charter School Act, the District 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 the District. The School will never pledge the full faith and credit of the District 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 The District and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. The District will never pledge the full faith and credit of the School for the payment of any District 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 obligate the District, nor

does the School have any authority whatsoever to make any representations to third parties including lenders, that the District in any way guarantees, is obligated, or is in any way responsible for any obligation, including any contract, mortgage, loan or other instrument entered into by the School.

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

Section 2.5. Limited Use of "District" Name. The School may not use the name of the District or any assumed name, trademark, division or affiliation of the District in any of the School's promotional advertising, contracts, or other materials without the District's prior written consent, except that the School may include the following statement in such materials, "[Name of School] is authorized by Northfield Public Schools." Pursuant to Minnesota Statute 124E.07 Subd. 8(b) the School shall identify the District as its authorizer and include District contact information on its website and in School materials made available to the public.

### **ARTICLE III ROLE OF DISTRICT**

Section 3.1. Oversight Responsibilities of the District. The District shall monitor and evaluate the School's academic, financial, operational, and student performance, including the School's compliance with this Contract and Applicable Law. The District shall monitor and evaluate School performance using various criteria, processes, and procedures set forth generally in Article VI and Exhibit M.

The School agrees that, in the spirit of continuous improvement, the District may monitor and evaluate any indicator of academic, financial, operational, and student performance, including indicators not expressly set forth in this Contract, which shall inform the School's continuous improvement plan.

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

Section 3.3 Conflict of Interest Policy. The District has a specific Conflict of Interest policy for its role as a Charter School authorizer. This policy is available on the District's policy web page (<http://northfieldschools.org/about/board/policies>).

**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 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.

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, as of the date of this Contract, the Articles of Incorporation of the School set forth as Exhibit B are accurate and have not been otherwise altered or amended.

Section 5.3. Bylaws. The School represents that, as of the date of this Contract, the Bylaws of the School set forth as 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. Updated bylaws (as amended) must be forwarded to the District within 20 days and upon acceptance shall become an amendment to Exhibit C.

**ARTICLE VI  
OPERATING REQUIREMENTS**

Section 6.1. Governance. 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 matters related to the operation of the School including, but not limited to, budgeting, curriculum, programming, personnel, and operating procedures. In addition, the Board shall evaluate the student achievement and School's progress towards achieving its charter contract goals and commitments.

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

Section 6.3. Exhibits. The School agrees to implement and adhere to all the representations and information identified in the Exhibits, including without limitation, the achievement of the academic outcomes/goals identified in Exhibit F.

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

Section 6.5. Programs Offered by the School. All programs which the School provides, operates, is affiliated with, or sponsors shall comply with Applicable Law and be covered by the School's insurance.

The School provides the following programs:

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

Early Learning

Preschool Instructional

Pre-K

Grades K – 5 with a maximum enrollment of 180 students

(b) Out-of-School-Time Programs. Out-of-school-time programs include any programs operated before or after school hours, or on weekends, or during school calendar breaks, including before/after school care, 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 and according to the parameters set-forth therein. The School does not provide, operate, affiliate with, or sponsor out-of-school-time programs not otherwise identified and described in Exhibit E.

(c) Club and Athletic Programs. The School provides club or athletic programs as it deems appropriate from time to time. The School will provide equal access to all programs and will not permit any program to operate in derogation of Applicable Law or its status as a public school.

Section 6.6. Academic Curriculum Program. The School will implement and adopt the academic program and curriculum set forth in Exhibit E.

Section 6.7. Methods of Assessment. The School shall evaluate students' work based on, at a minimum, the assessment strategies identified in this Contract and its annual report.

(a) Academic Measures – The District will monitor student academic performance and school culture, which provides the basis for high academic performance.

1. Regular Assessments. The District will monitor academic achievement by reviewing student testing and assessment.
2. State 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. Except as may be otherwise limited by Exhibit F, School students will 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 educational program articulated in Exhibit E, the statutory purpose articulated in Exhibit D and the School goals articulated in Exhibit F.
4. Assessment and Test Results. The School will provide the District results of Minnesota required assessments. The District will compare testing data to other schools in order to measure performance.
5. Northfield Public Schools and Authorized Charter Schools Meetings. The School agrees to participate in joint meetings of the Northfield Public Schools and its Authorized Charter Schools, that consists of representatives of the District and all District authorized schools, and the District will monitor the School's participation in these meetings. The goal of participation in these meetings is to share information and identify resources, and the School agrees to do so.
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 authentic assessments, measures of student outcomes, and effective teaching strategies. The School will advise the District of its various professional development activities in its Annual Report.

(b) Site-visits. The District shall engage in site-visits in the course of the Contract term. Site-visits will be an opportunity to review academic goals and achievement data to date, evaluate the implementation of the academic program, operations and other matters. The District shall engage in site visits at such frequency as determined necessary or prudent by the District.

(c) Remediation.

1. School Initiated. If the School fails to make adequate progress towards achieving its academic 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 the District for review and comment prior to adoption and implementation.
2. District Initiated. If the District has a concern about the School, or if the School fails to make adequate progress towards achieving its academic outcomes/goals or to meet financial requirements, or to comply with Applicable Law, or other requirements, the District shall provide the following notices, as applicable.

(a) Notice to School Leader or Board Chair. The District shall notify the school leader or board chair of area(s) of concern for correction. The District may specify a target date for correction.

(b) Formal Notice to School Board. If the situation remains uncorrected without reasonable explanation, or if the situation involves an urgent concern, the District will formally notify the School of the area(s) of concern for correction and may ask the School to adopt a specific performance improvement plan. If the District requires the School to retain a third-party investigation, the School shall retain an investigator within ten (10) days of such requirement; in addition, the third party investigator must be acceptable to the District, and the School shall authorize such investigator to provide status reports to and communicate with the District. The District shall specify a target date for correction that the District may, if circumstances warrant, amend.

(c) Notice to School Board of Charter Revocation/Termination. The District initiates notice whereby charter authorization will be withdrawn pursuant to Article X.

Section 6.8. School Calendar and School Day Schedule. The School shall provide instruction for at least the hours of instruction required by Minn. Stat. 120A.41.



Section 6.9. Finance, Reporting and Compliance.

(a) To the District. The School will furnish the District (via the School's website) with monthly financial reports. The reports must contain budget and actual revenue and expenses (both by current month and year-to-date) and contain explanations for all items exceeding budget and the manner in which the excess items will be resolved, as well as cash-flow statements and fiscal year-end fund balance projections. The financial reports will also include the total dollar amount of unpaid accounts payable more than thirty days past due with an explanatory note for the total amount of any such past due amounts disputed by the School, if applicable; and the current average daily membership of the School. 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 the District, 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 allows the District to discuss the School's financial matters with both its external auditor and accounting service provider if any. The School consents to the District conducting reviews of the School's accounts payable, at such times as the District may require, either at the School or at the School's accounting service provider, if any.

The School Board is responsible for establishing, approving, and amending an annual budget in accordance with Applicable Law. The School will provide the District (via the school's website) the adopted budget for the following school year by June 30th.

The budget must detail budgeted expenditures at the object level. In addition, the School Board is responsible for approving all revisions and amendments to the annual budget. The school will make available on its website any revisions or amendments to the School's budget within ten (10) business days after School Board approval.

(b) To Department of Education. The School will comply with all reporting requirements established by the Department of Education.

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. By December 15th of each year, the School shall

submit two (2) copies of the annual financial statement audit and auditor's management letters including any required supplemental information, for the school year ending the previous June 30th. By January 1st of each year, the School Board shall provide to the District a copy of any responses to auditor's management letters. 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 Applicable Law and UFARS. 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 the District.

Section 6.14. Annual Reports. The School will submit its state-required annual report to the District no later than the date specified by the Minnesota Department of Education. The annual report shall be approved by the School Board prior to the submission to the District and will include such information as the District may require including at a minimum, information required under Applicable Law and a report on the School's performance as it relates directly to the goals articulated in Exhibit F.

Section 6.15. Employment. An employee hired by the School shall be an employee of the School for all purposes and not an employee of the District 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 employees' conduct, including the method by which the employee carries out his or her work. The School shall comply with the Public Employment Relations Act (PELRA), 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 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.

The School will ensure that lesson plans and related materials developed by School employees to implement the School's academic program and curriculum are and remain School, and not individual/employee, property.

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 as required by Applicable Law. 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 The District within five (5) 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 the District of any resignations or additions to its School Board within ten (10) days of such change. All additions to the School Board will execute a statement of assurance, in the form of Exhibit K, within ten (10) days of such addition, and which shall be provided to the District within thirty (30) days of such addition. The School agrees to obtain background checks, at the School's expense or at the individual's expense if allowed by Applicable Law, on all potential board members before such members are added to the School Board.

Section 6.21. Additional Reporting Obligations.

(a) Teacher Licensure. The School will provide the District by October 1 (via the Annual Report) of each school year of the following for each teaching staff member: full name, Minnesota license number, grade taught, subject(s) taught. The School will advise The District of any changes to its teaching staff via the board meeting minutes on the school website.

(b) Other Reporting. The School will furnish the District with other critical documents, data or information at the District's request. The District 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 the District or its designee in providing the access, information, and data the District requires at the District's sole discretion in executing this Contract. The School understands and agrees that the District may contract with a third party to perform any of the District's oversight functions.

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

**ARTICLE VII  
GENERAL PROHIBITIONS**

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

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

Section 7.3. Home School Support Prohibited. The School shall not be used as a method of educating or generating revenue for students who are being homeschooled, except as may be allowed by Applicable Law.

Section 7.4. Open Admissions. The School shall not limit admissions to students on the basis of intellectual ability, measures of achievement or aptitude, athletic ability or any other criteria inconsistent with Applicable Law. A student shall be re-enrolled for the next school year until formally withdrawn from the School.

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, enrollment shall be by lottery and, when conducting such lottery, the School shall provide enrollment preferences as provided by Applicable Law.

**ARTICLE VIII  
COMPLIANCE WITH STATE AND FEDERAL LAWS**

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

(a) Students with Disabilities.

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

2. Special Education Director. The School shall employ or contract with a special education director who shall be responsible for program development, coordination and evaluation; planning for professional development and general programmatic and fiscal supervision and administration.

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.

(c) a full range of special education services to ensure that all students with disabilities are provided with the specially designed instruction and related services based on their disability-related needs.

(d) a system for monitoring appropriate and proper due process procedures to ensure effective and efficient child study procedures and methods of providing special education services for identified students.

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 special education costs not paid by state special education funds to the student's resident district. The combination of state special education funds and the ability to bill to the district certain special education costs enable the School to adequately provide special education services to such children. The School may also access federal special education funds.

At such time as the School has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the School shall provide to the Commissioner a further description of the financial parameters within which the School will operate to 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 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.56. The School Board shall provide to the District its approved discipline policy and procedure consistent with the 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 another and has taken appropriate measures to secure the intellectual property rights with respect to its name and logo.

Section 8.4. Student Records. The School shall comply with Applicable Law regarding the management and transfer of student records.

## **ARTICLE IX AMENDMENT**

Section 9.1. Amendments. The District 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 The District 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 and obligations, rights, or remedies of either the School or the District, 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 the District 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 the District upon a determination by the District that one or more of the following has occurred:

- (a) Failure of the School to demonstrate satisfactory achievement for all students including the requirements for student performance set forth in this Contract; or
- (b) Failure of the School to meet generally accepted standards of fiscal management; or
- (c) Failure of the School to comply with all Applicable Law.

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, the District may revoke/terminate or not renew this Contract, upon the District's determination that one or more of the following has occurred:

- (a) The School is unable to pay its bills as they become due, is insolvent, or is bankrupt;
- (b) 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.
- (c) The School defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (d) The School amends its Articles of Incorporation and/or Bylaws at any time without notifying the district.
- (e) The District 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 the District in connection with the District's issuance or oversight of this Contract, or in connection with any affidavit that the School requests the District submit to the Department of Education, or in connection with the School's reporting requirements under this Contract or Applicable Law; or
- (g) Other good cause shown.

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

(a) Notice of Intent to Revoke/Terminate or Not Renew. The District, 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, within fifteen (15) business days of receiving the notice, an informal hearing before the District.

(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 the District. The School Board's failure to provide to the District a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to the District's proposed action.

(c) Informal Hearing. Upon receiving a timely written request for an informal hearing, the District shall give ten (10) business days notice to the School Board of the hearing date and time, and the District shall conduct such hearing.

(d) Plan of Correction. The District 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 the District 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, the District shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the District 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. The District is not obligated to offer a Plan of Correction to the School.

(e) Withdrawal of Notice of Revocation/Termination or Nonrenewal. The District may withdraw its notice of intent to revoke/terminate or not renew if the District determines any of the following: (i) the School Board's denial of noncompliance 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 the District decides to revoke/terminate or not renew the Contract, the revocation/termination or nonrenewal shall be



effective on the date of the District's act of revocation/termination or nonrenewal, or at a later date as determined by the District, such date specified by the District in its determination of revocation/termination or nonrenewal. The District must take final action regarding revocation/termination or nonrenewal no later than twenty (20) business days: (i) before the specified date for revocation/termination or nonrenewal of the Contract, or (ii) the Contract's termination date.

Section 10.4. Dissolution. If this Contract is revoked/terminated, or if this Contract is not renewed pursuant to this Article, the School will dissolve following the process provided by Minn. Stat. Ch. 317A and Applicable Law relating to dissolutions and Exhibit L.

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 that 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 other charter schools authorized by the District and if no District Charter School wants such property, then to any other Minnesota Charter School. Any remaining property will then will 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 apparatus that 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 agreements 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 the District will consider in determining Contract renewal, which determination shall be based substantially on the School's attainment of its academic outcomes/goals identified in Exhibit F. The District will also consider any compelling evidence of improved pupil learning and student achievement for all students on

Department of Education measures other than the attainment of outcomes/goals specified in Exhibit F.

The District will consider other factors in its renewal determination, which factors are considered secondary to improving all pupil learning and all student achievement. Specifically, the District will consider the achievement of any additional identified purposes specified in Exhibit D, 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 pupil performance and student achievement for all students, notwithstanding superior performance in financial, operations, governance, or legal compliance factors.

If the District offers a renewal contract, a five-year term will be awarded only if warranted by School performance: the School has improved all pupil learning and all student achievement, the School has met or substantially met its academic pupil performance outcomes/goals in Exhibit F, the school has no 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.

2. Considerations Warranting Nonrenewal. 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 all students. For example, nonrenewal will result from the School's failure to improve all pupil learning and all student achievement notwithstanding superior performance in financial, operations, governance, or legal compliance factors, and nonrenewal may result from the School's improvement of all pupil learning and all student achievement combined with 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.
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, The District may, but is not obligated to, renew this Contract. If the District 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 December 15th of the school year in which this Contract terminates, the School will submit an application to the District that shall contain three parts: (1) School Performance. An analysis and evaluation of the School's performance under this Contract, which shall include

a comprehensive evaluation of each contract goal for each year of the contract, as well as an evaluation of fiscal, operational, and governance performance during the term of the contract; (2) Proposed Goals. A proposal for goals for the following contract period; and (3) Other Information. Any other information the School desires the District to consider. The School agrees to provide to the District documentation supporting the School's evaluation if requested by the District.

The District will notify the School at least sixty (60) business days prior to the termination of this contract as to whether the District intends to offer a renewal charter contract.

(b) Transfer to Different Authorizer. The District must consent to the School's transfer to another authorizer. If the District consents to the School's request to transfer to a different authorizer, the School agrees to reimburse the District for any authorizer fees waived or not paid, grants provided by District to the School, and all training and professional development provided to the School by a third party but paid by the District. This provision does not apply if the District requests that the School transfer to another authorizer.

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 coverage:

- (a) workers' compensation insurance to include coverage A;
- (b) insurance covering all of the School's real and personal property, whether owned or leased;
- (c) insurance required by Minn. Stat. 466.04, including a minimum of commercial general liability insurance in comprehensive form, bodily injury and property damage combined of one and a half million dollars (\$1,500,000) per occurrence and personal injury of one and a half million dollars (\$1,500,000) per occurrence; and up to one million dollars (\$1,000,000) per occurrence for the release or threatened release of a hazardous substance; and if not included under its general liability coverage, additional coverage 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 theft insurance of five hundred thousand dollars (\$500,000).

The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota.

The School may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to the District, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide the District or its designee copies of all insurance policies required by this Contract, if requested for periodic review by the District.

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 the District a copy of its lease, and any subsequent amendment(s), or deed for the premises in which the School shall operate within fourteen (14) calendar days of execution. The school will provide to The District 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: (a) ensure that the School's physical facilities comply with all fire, health and safety standards applicable to schools; and (b) 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 the District before the first day of classes, if requested by the District.

Section 11.5. Legal Liabilities. The District 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 that it assumes full liability for its activities and that the Commissioner, the District, officers and members of the Board of the District, and employees of the District, 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 the District and Commissioner. Notwithstanding Section 11.5, the School agrees to indemnify and hold harmless the District and its officers, board members, employees, agents or representatives, and to indemnify and hold harmless the Commissioner and Department of Education officers, agents, and employees notwithstanding Minn. Stat. section 3.736, from all suits, claims, demands, or liability, 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 The district upon information supplied by the School, or School Board and its agents or employees, or which arise out of the failure of the School to perform its obligations under this Contract or which arise out of the District's exercise of its obligation under Applicable Law or enforcement of this Contract.

## ARTICLE XII GENERAL TERMS

Section 12.1. Term of Contract. This Contract shall be effective on July 1, 2021 and shall remain in full force and effect for five (5) academic years through the end of the 2025/2026 school year, and shall terminate on June 30, 2026, 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 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 the District:

Northfield Public Schools  
1400 Division Street South  
Northfield, MN 55057

If to the School: to the attention of the School Board or School Board President/Chair at:

Prairie Creek Community School  
27695 Denmark Avenue  
Northfield, MN 55057

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 the District 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 the District.

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 School and the District. 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 12.14. Non-agency. School is not an agent of the District and the District 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, the District 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, Section 11.2 Insurance, Section 11.5 Legal Liabilities, Section 11.6 Indemnification of the District, 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 designated representative of the District, I hereby issue this Contract to the School on the date set forth:


DATE: May 27, 2021

NORTHFIELD PUBLIC SCHOOLS

By:   
Julie Pritchard  
Its: Board Chair

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 the terms and conditions of this contract as of the date set forth above.

PRAIRIE CREEK COMMUNITY SCHOOL

By:   
Ben Miller  
Its: Board Chair

**Exhibit A**

Minnesota Department of Education Approval

EXHIBIT A

MINNESOTA  
DEPARTMENT OF

1500 HIGHWAY 36 WEST  
ROSEVILLE, MN 55113-4266

T: (651) 582-8200  
TTY: (651) 582-8201  
<http://cfl.state.mn.us>



November 21, 2001

Dr. Terry Tofte  
Northfield School District ISD 0659  
1400 Division Street South  
Northfield, MN 55057

Dear Dr. Tofte:

This letter is intended to serve as official notification that Northfield School District's request to sponsor Prairie Creek Community School has been approved according to requirements set forth in Minnesota Statute 124D.10, Results-Oriented Charter Schools. Prairie Creek Community School is approved to serve grade levels K-5.

This approval provides the Prairie Creek Community School developers authority to move forward in the process of implementing the charter school. An attachment details three important next steps. Note that the contract between the school and sponsor needs to be finalized within ninety days of the date of this letter.

Congratulations and continued success for the Prairie Creek Community School.

Sincerely,

Christine Jax, Ph.D.  
Commissioner

Cc: Ms. Caroline Jones



**Exhibit B**

Articles of Incorporation of the School

**ARTICLES OF INCORPORATION  
OF  
PRAIRIE CREEK COMMUNITY SCHOOL**

These Articles of Incorporation are signed and acknowledged by the undersigned incorporator for the purpose of forming a nonprofit corporation under the Minnesota Nonprofit Corporations Act, Minnesota Statutes, Chapter 317A.

**ARTICLE I  
NAME**

The name of the corporation is Prairie Creek Community School (the "Corporation").

**ARTICLE II  
REGISTERED OFFICE**

The address of the registered office in the State of Minnesota is 27695 Denmark Avenue, Northfield, Minnesota 55057.

**ARTICLE III  
PURPOSES**

The purposes for which the Corporation is organized are: (1) to be operated in accordance with Minnesota law, including the provisions of Minnesota Statute § 124D.10, to promote, support, advance and represent the interests of a fully accountable, financially, legally and educationally autonomous public charter school; (2) to receive and disburse funds or other property incident to or necessary for the accomplishment of its purposes and do any and all acts incidental to the transaction of its business or expedient for the attainment of the purposes stated herein; (3) and to carry out such purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter in effect (the "Code"), and which is other than a private foundation by reason of being described in Section 509 (a)(1), (2) or (3) of the Code.

**ARTICLE IV  
NO PECUNIARY GAIN**

No part of the earnings may inure to the benefit of or be distributed to the Corporation's members, directors or officers. No financial gain shall ever accrue to a member, officer or director of the Corporation, nor to any person or organization in the conduct of the business of the Corporation, except that reasonable compensation may be paid for services actually rendered to or for the Corporation in carrying out its charitable purposes as permitted by federal law. Any receipts of the Corporation in excess of the ordinary expenses of the Corporation shall inure to the benefit of the Corporation and shall be applied by the directors to the expenses incurred by the Corporation in carrying out the purposes set forth herein.

**065027**

**ARTICLE V  
POLITICAL ACTIVITY**

No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

**ARTICLE VI  
MEMBERS**

The Corporation shall not have capital stock. The membership of the Corporation shall consist of one or more classes. The Board of Directors shall have the authority to establish one or more classes of membership and shall fix the voting power, rights and preferences of each class in the Bylaws of the Corporation.

**ARTICLE VII  
DISSOLUTION**

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision of the payment of all debts, obligations, liabilities, costs and expenses of the Corporation, dispose of all assets of the Corporation; provided, however, that in no case shall a liquidation, transfer or disposition be made which would not qualify as a charitable contribution under Section 170(c)(1) or (2) of the Code, and all assets shall be turned over and transferred to one or more organizations qualified as exempt pursuant to Section 501(c)(3) of the Code or to the State of Minnesota or any political subdivision thereof for exclusively public purposes.

**ARTICLE VIII  
PERSONAL LIABILITY**

Neither the members, nor the incorporator, directors, officers, employees, representatives or agents of the Corporation, past or present, shall be personally liable for the payment of any debts or obligations of this Corporation of any nature whatsoever, nor shall any of the property of the members or any of the incorporator, directors, officers, employees, representatives or agents be subject to the payment of the debts or obligations of the Corporation to any extent.

**ARTICLE IX  
INITIAL DIRECTOR**

The initial sole member of the Board of Directors, who shall served until a different Board of Directors is appointed in the manner provided for in the Bylaws of the corporation, is:


Caroline Jones  
27695 Denmark Avenue  
Northfield, Minnesota 55057

ARTICLE X  
INCORPORATOR

The name and address of the incorporator is:

Ronald K. Gardner  
4000 IDS Center  
80 South Eighth Street  
Minneapolis, Minnesota 55402

IN WITNESS WHEREOF, I have hereunto set my hand this 18<sup>th</sup> day of February, 2002.

  
\_\_\_\_\_  
Ronald K. Gardner, Jr., Incorporator

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED  
FEB 20 2002 *LS*  
  
Secretary of State

**Exhibit C**

**Bylaws**

**Prairie Creek Community School**

**BYLAWS OF Prairie Creek  
Community School (the  
“Corporation”)**

**ARTICLE I  
PURPOSE**

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

**ARTICLE II  
OFFICES**

The registered office of the Corporation in the State of Minnesota is as stated in the Articles of Incorporation. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

**ARTICLE III  
MEETINGS**

Section 1. Annual Meeting. The annual reorganization meeting of the Board of Directors shall take place in October of each year. Notice of the annual meeting of the Corporation shall be by official posting on the school website and posting at the school site. Such notice shall contain the date, time and place of the meeting.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held every month or as according to a board-approved schedule. The Board will be notified by written notice received by mail, e-mail, in person or by facsimile prior to the meeting. The notice shall designate the time, place and date of such meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called at any time, for any purpose, by the Chairperson or at least two Directors. Notice of every special meeting of the Board of Directors shall be delivered in person, e-mailed, or made via telephone, not later than seventy-two (72) hours before the meeting is to be held. The notice shall be accompanied by an agenda which shall specifically state the purpose of the special meeting.

Section 4. Emergency Meetings. An emergency meeting may be called because of circumstances that, in the judgment of the Board, require immediate consideration by the charter board. Under such circumstances, the cause must be clearly identified in the agenda, and notification must be given to all board members. For an emergency meeting, the public body shall make good faith efforts to provide notice of the meeting in accordance with Minnesota Statutes, section 13D.04, subdivision 3.

Section 5. Quorum and Adjourned Meeting. A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any such meeting, the director or directors present thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present. The existence of a quorum is determined when a duly called meeting is convened.

Section 6. Voting. The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the Board.

Section 7. Open Meeting Law. All Board of Director meetings and committee meetings of the Board of Directors, and notice of all such meetings, shall comply with the Open Meeting Law.

#### **ARTICLE IV BOARD OF DIRECTORS**

Section 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, Minnesota Statute 124D.10, and by other applicable 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.

## Section 2. Number and Qualifications.

(a) Number. The Board of Directors shall consist of nine voting members.

(b) Qualifications.

(i) Related Parties Prohibited. The Board of Director membership shall not contain any related parties, as defined by Minn. Stat. 124D.10.

(ii) Additional Qualifications. Consistent with Minn. Stat. 124D. 10, Subdivision 4(g), the Board of Director membership will adhere to the following governance model:

Section 3. Governance Model. For as long as required by Minnesota law, the ongoing Board of Directors shall be comprised of at least two Minnesota licensed teachers employed at the school, at least one parent/legal guardian of a child enrolled at the school, and at least one community member who is neither employed at the school nor has a child enrolled at the school. Parent, Teacher and Community Directors will serve a three year term.

a) A teacher employed at the school who is also a parent of a child enrolled at the school is eligible for a teacher-designated Director position and is ineligible for a parent-designated Director position.

b) A parent who fills a parent-designated Director position and whose child is un-enrolled from the school during his or her term may end their term or remain on the board as a community member.

c) A parent Director may not be an employee of the school, per Minn. Stat. 124D.10, Subdivision 4(g).

Section 4. Governance Structure. The structure of the board can be changed in accordance with Minnesota Statutes, section 124E.07, subdivision 4 by utilizing the following process:

1. By a majority vote of the board of directors and a majority vote of the licensed teachers employed by the school as teachers, including licensed teachers providing instruction under a contract between the school and a cooperative; and
2. with the authorizer's approval.

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

Section 5. Resignation and Removal. Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chairperson or the Secretary of the Corporation and shall be effective at the time specified therein, or if no time is specified, at the time of its receipt by the Chairperson or Vice-Chairperson. The acceptance of such resignation shall not be necessary to make it effective. A director may be removed at any time, by a two-thirds (2/3) majority vote of all remaining directors of the Corporation.

Section 6. Filling Vacancies. Unless otherwise provided by Minnesota Statutes, Section 317A.227, vacancies on the Board of Directors caused by death, disqualification, resignation, disability, removal or such other cause shall be filled by appointment of a new director by the affirmative vote of a majority of the remaining directors, even if less than a quorum. A director filling a vacancy shall hold office until the end of the term they are replacing, or until his or her successor has been duly elected and qualified, subject to his or her earlier death, disqualification, resignation or removal.

Section 7. Compensation. Directors shall not receive compensation for their services as a Director, but nothing in these Bylaws shall be construed to preclude a teacher Director from serving the Corporation as an employee and receiving compensation therefore. In addition, the directors of this Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to this Corporation, as the Board of Directors from time to time determines such services to be directly in furtherance of the purposes and in the best interest of the Corporation.

Section 8. Presence at Meetings. Members of the Board of Directors or of any committee, as applicable, may participate in a meeting of the Board of Directors or any committee by means of telephone or similar electronic communications if all of the following conditions are met:

(a) an in-person meeting is not practical or prudent due to a health pandemic or an emergency declared under Minn. Stat. Ch. 12,

(b) all Board members, wherever physically located, can hear one another and all discussion and testimony,

(c) all members of the public at the regular meeting location can hear all discussion and testimony and all votes, unless attendance at the regular meeting

location is not feasible due to the health pandemic or emergency declaration,

(d) at least one Board member, legal counsel, or chief administrator is physically present at the regular meeting location, unless unfeasible due to the health pandemic or emergency declaration, and

(e) all votes are conducted by roll call, so that each Board member's vote on each issue can be identified and recorded.

Section 9. Committees of the Board. The Board of Directors may, by resolution passed by a majority vote of a quorum of the Board of Directors, designate, define authority of, set the number and determine the identity of, members of one or more committees. Committee members must be natural persons, but need not be members of the Board of Directors. The Board may, by similar vote, designate one or more alternate members of any committee who may replace any absent or disqualified member of any meeting of the committee.

(a) Authority of Committees. All committees shall make recommendations to the Board of Directors. No committee shall have the authority to act on behalf of the Board of Directors.

(b) Procedures for Conducting Committee Meetings. The activities of all committees of this Corporation shall be conducted in such manner as will advance the best interest of the Corporation. Each committee shall fix its own rules of procedure and other regulations which shall be consistent with the Articles of Incorporation, these Bylaws and the policies of the Corporation. The Board Chairperson shall be an ex-officio non-voting member of all committees, unless the Chairperson serves as a member of such committee. The meetings of all committees shall be open to the public, pursuant to Minnesota's Open Meeting Law.

(c) Limitation on Authority of Committees. Each committee shall be under the direction and control of the Board and shall keep regular minutes of its proceedings, and all action of each committee shall be reported to the Board of Directors and shall be subject to revision and alteration by the Board of Directors.

(d) Committee Establishment. The Board may establish committees by majority vote of Board membership.

Section 10. Conflict of Interest. A Conflict of Interest Policy will be established by the Board of Directors that is consistent with Minn. Stat. 124D.10 and federal law. (Please



refer to the Conflict of Interest Policy approved by the Board of Directors for specific requirements and conditions.)

## **ARTICLE V OFFICERS**

### Section 1. Number & Election.

(a) Number of Officers. The officers of this Corporation shall consist of a Chairperson, Vice Chairperson, Treasurer, Secretary and such other officers as the Board of Directors shall determine from time to time.

(b) Election of Officers & Term.

(ii) Board. The officers of the Corporation shall be elected by the Board for the lesser of a one (1) year term or the remaining unexpired term of the Director.

Section 2. Vacancies. A vacancy in any office of this Corporation occurring by reason of death, disqualification, resignation or removal shall be elected by a majority vote of the Board for the remaining unexpired term of the office.

Section 3. Chairperson. The Chairperson shall:

- (a) Exercise the functions of the Office of the Chairperson of the Corporation;
- (b) Preside at all meetings of the Board of Directors; (c) Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation as directed by the Board of Directors;
- (d) Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature, unless otherwise directed by the Board;
- (e) Have the general powers and duties usually vested in the office of the Chairperson and;
- (f) Have such other powers and perform such other duties as are prescribed by Minnesota Statutes, Section 317A.305, subd. 2, and as the Board of Directors may from time to time prescribe.

#### Section 4. Vice-Chairperson

(a) The Vice Chairperson shall fulfill the above duties in the absence of the Chairperson.

Section 5. Treasurer. The Treasurer shall facilitate the Board's financial oversight responsibilities and shall:

- (a) Serve as Chair of the Finance Committee;
- (b) Provide direction for the oversight of the school's record keeping and accounting policies;
- (c) Ensure the presentation of timely and meaningful financial reports to the board;
- (d) Ensure the development of the annual budget and its submission to the Board for its approval;
- (e) Oversee development and board review of financial policies and procedures;
- (f) Lead the board in assuring compliance with federal, state and other financial reporting requirements;
- (g) Present the recommendation of the auditor to the Board for their approval; and,
- (h) Perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 6. Secretary. The Secretary shall provide direction for the keeping of legal documents and shall:

- (a) Certify and keep at the office of the Corporation the current Bylaws and Board-approved policies;
- (b) Keep at the office of the Corporation a book of minutes of all meetings of the Board and of its committees;
- (c) Present for approval by the Board copies of the minutes of meetings of the Board;
- (d) Ensure that all meeting notices are duly given in accordance with the provisions of the Bylaws or as required by law;
- (e) Serve as the general protocol officer of the Board, ensuring that all procedural requirements are followed legally and ethically; and,

(f) Perform such other duties as may be prescribed by the Board of Directors.

Section 7. Management and Administrative Employees. The Corporation may have such management and administrative employees as the Board of Directors deems necessary. Such employees shall: 1) be appointed in a manner, 2) have their duties and responsibilities; and 3) hold their positions for the time, prescribed by the Board of Directors.

Section 8. Compensation. The employees of the Corporation may be paid such reasonable compensation, if any, for their services rendered to the Corporation in such capacity, and may be reimbursed for reasonable out-of-pocket expenses, as the Board of Directors from time to time determines to be directly in furtherance of the purposes and in the best interests of the Corporation.

Section 9. Bond. The Board of Directors of this Corporation shall from time to time determine which, if any, of the officers, agents or employees of this Corporation shall be bonded and the amount of each bond.

Section 10. Removal of Officer. An officer may be removed at any time, by the vote of a majority of a quorum of the Board of Directors at any regular meeting or at a special meeting called for the purpose of considering the removal of an officer.

Section 11. Resignation. Any officer may resign at any time. Such resignation shall be made in writing to the Chairperson or Vice Chairperson of the Corporation and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Chairperson or Vice Chairperson. The acceptance of a resignation shall not be necessary to make it effective.

## **ARTICLE VI DISTRIBUTION OF ASSETS**

Section 1. Right to Cease Operations and Distribute Assets. By a two-thirds (2/3) majority 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. Written notice as required by the Bylaws shall state that the purpose of the meeting shall be to vote upon the dissolution of the Corporation. A resolution to dissolve the Corporation shall be approved only upon the affirmative vote of a two-thirds (2/3) majority of the Board of Directors taken at a meeting during which

the resolution is brought before the public. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

Section 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 Minnesota Statutes, Section 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 Minnesota Statutes, Section 317A.723.

## **ARTICLE VII INDEMNIFICATION**

Section 1. Indemnification. 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 a director, officer, partner, trustee, employee, representative or agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation in accordance with, and to the fullest extent permitted by, Minnesota Statutes, Section 317A.521. 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. The Board or its designee shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law. This Section is and shall be for the sole and exclusive benefit of the individuals designated herein and no individual, firm or entity shall have any rights under this Section by way of assignment, subrogation or otherwise, whether voluntarily, involuntarily or by operation of law.

Section 2. Insurance. The Corporation may purchase insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, against any liability asserted against and incurred by such person in his or her official capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against liability under Minnesota Statutes, Section 317A.521, the Articles of Incorporation or these Bylaws.

## **ARTICLE VIII AMENDMENTS TO BYLAWS**

The bylaws may be amended, altered, or repealed and new bylaws adopted, upon:

- (a) by a majority vote of the board of directors and a majority vote of the licensed teachers employed by the school as teachers, including licensed teachers providing instruction under a contract between the school and a cooperative; and
- (b) with the authorizer's approval.

## **ARTICLE IX FINANCIAL MATTERS**

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and any such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or these Bylaws, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or to render it financially liable for any purpose or to any amount.

Section 2. Loans and Pledges. No loans shall be contracted nor pledges or guarantees given on behalf of the Corporation unless specifically authorized by the Board of Directors.

Section 3. Authorized Signatures. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board of Directors or these Bylaws.

Section 4. Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may designate and shall be disbursed under such general rules and regulations as the Board of Directors may from time to time determine.

Section 5. Corporate Seal. The Corporation shall not have a corporate seal.

Section 6. Documents Kept at Registered Office. The Board of Directors shall cause to be kept at the registered office of this Corporation original or copies of:

- (a) Approved minutes and records of all proceedings of the Board of Directors and all committees;
- (b) Records of all votes and actions of the members;
- (c) All financial statements of this Corporation; and,
- (d) Articles of Incorporation and Bylaws of this Corporation and all amendments

and restatements thereof.

Section 7. Accounting System and Audit. The Board of Directors shall cause to be established and maintained, in accordance with generally accepted standards of fiscal management for a public charter school applied on a consistent basis, an appropriate accounting and financial reporting system for the Corporation. The Board shall cause the records and books of account of the Corporation to be audited at least once each fiscal year and at such other times as it may seem necessary or appropriate, and may retain such person or firm for such purposes as it may deem appropriate.

## **ARTICLE X MISCELLANEOUS**

Section 1. Gender References. All references in these Bylaws to a party in the masculine shall include a feminine and neuter.

Section 2. Plurals. All references in the plural shall, where appropriate, include the singular and all references in the singular shall, where appropriate, be deemed to include the plural.

Revised 5.13.2021

## **Exhibit D**

### IMPLEMENTATION OF PURPOSE/MISSION

#### PRAIRIE CREEK COMMUNITY SCHOOL

The School's identified statutory purposes and the methods it will use to achieve them are:

1. Improve all pupil learning and all student achievement
2. Increase learning opportunities for all pupils
3. Encourage the use of different and innovative teaching methods
4. Require the measurement of learning outcomes and create different and innovative forms of measuring outcomes
5. Create new professional opportunities for teachers including the opportunity to be responsible for the learning program at the school site

The School will report its implementation of these purposes in its annual report.

## **Exhibit E**

### **ACADEMIC PROGRAM PRAIRIE CREEK COMMUNITY SCHOOL**

#### **In-School Time Programs:**

##### **K-5 Academic Program:**

1. Implementation of a child-centered, multi-age progressive education program. Mission Statement:

##### **Prairie Creek is a community school**

Families, teachers, staff, and students collaborate to create a joyful and challenging climate for learning. We work to build an inclusive environment to which all belong. We embrace the experiences, identities, and perspectives that we all bring.

##### **Prairie Creek is a child-centered school**

Children discover their power in an experiential learning environment. We honor the whole child and attend to the well-being of each individual - socially, emotionally, physically, and academically. We strive to know children deeply and assure them of their value.

##### **Prairie Creek is a progressive education school**

We are committed to inquiry, innovation, and reflective practice. We support children in developing the skills and habits of mind that cultivate a lifelong love of learning. We share our philosophy and practice with others and learn from them.

##### **Prairie Creek works to make the world a better place**

We engage in democratic decision-making and problem-solving where children are empowered to speak their voice and effect change in pursuit of a just and compassionate world. We challenge and prepare one another to understand and actively resist racism and other societal injustices. We nurture a close connection with nature and promote environmental stewardship.

##### **Narrative:**

Prairie Creek's progressive philosophy aligns closely with current research and best practices for developing 21st century skills. The school is a multi-age, active learning environment that fosters creativity, critical thinking, and a passion for learning. The school places a strong emphasis on the value of play, the arts and the development of social and emotional intelligence.

The academic program is centered on a philosophy, rooted in the teaching of John Dewey and other progressive educators that holds that children will construct an understanding of the world from genuine experiences. Consequently, children engage in thematic study and individual projects throughout the school year. Teachers tailor this study to the children's developmental



stages as they progress through the K - 5 program. Interdisciplinary study is aligned to standards through an annual review by teacher professional development committees. Comprehensive literacy and math plans support this work and ensure continuity and opportunity for reading, writing and numeracy to also connect in authentic ways with other subject areas. Prairie Creek has a strong commitment to the arts, and specialists teach all children in the fields of visual art, music and Spanish. A team of teaching assistants provides an additional level of child-centered support in classrooms.

The general education program is supported by a team of three licensed special education teachers and paraprofessionals that serve Individual Education Program Plan needs. The school is developing a tiered program to provide literacy support in the general education setting.

Prairie Creek is committed to a robust model of teacher evaluation. All teachers are supervised and evaluated by the school director and engage in peer coaching through the Q Comp program.

### **Out-of-School Time Programs:**

The School offers the following out-of-school time programs:

- **After School Care:** Before and after school care is provided for children. This is a fee-based program

## Exhibit F

### ACADEMIC OUTCOMES / GOALS

<b>1. All Children are Ready for School</b>				
<b>1a. Early Literacy Goals</b>				
Early-Reading Criteria - Fountas & Pinnell				
At Least 70% of kindergarten students will be ready for first grade by reaching F & P level D				
At Least 75% of Grade 1 students will be ready for second grade by reaching F & P level J				
At Least 75% of Grade 2 students will be ready for third grade by reaching F & P level M				
<b>II. All Students are Ready for Career and College, Including Third Grade Literacy</b>				
<b>II. A. Attain Grade-Level Proficiency - All Students State Comparison</b>				
MCA - Math (Grades 3 - 5)				
PCCS combined FY22 - FY26 proficiency rate exceeds the state combined FY22-26 proficiency rate.				
MCA - Reading (Grades 3 - 5)				
PCCS combined FY22 - FY26 proficiency rate exceeds the state combined FY22-26 proficiency rate.				
<b>II. B. Attain Grade-Level Proficiency - All Resident District (Northfield) Comparison</b>				
MCA - Math (Grades 3 - 5)				
PCCS combined FY22 - FY26 proficiency rate exceeds the resident district combined FY22-FY26 proficiency rate.				
MCA - Reading (Grades 3 - 5)				
PCCS combined FY22 - FY26 proficiency rate exceeds the resident district combined FY22-FY26 proficiency rate.				
<b>III. All Racial and Economic Achievement Gaps between Students are Closed</b>				
<b>III.A. Attain Grade Level Proficiency - FRP State Comparison</b>				
MCA - Math (Grades 3 - 5).				
PCCS combined FY22 - FY26 proficiency rate exceeds the state combined FY22-26 proficiency rate				
MCA - Reading (Grades 3 - 5)				
PCCS combined FY22 - FY26 proficiency rate exceeds the state combined FY22-26 proficiency rate				
<b>III.B. Attain Grade Level Proficiency - FRP Resident District Comparison</b>				
MCA - Math (Grades 3 - 5).				
PCCS combined FY22 - FY26 proficiency rate exceeds the resident district combined FY22-26 proficiency rate				
MCA - Reading (Grades 3 - 5).				
PCCS combined FY22 - FY26 proficiency rate exceeds the resident district combined FY22-26 proficiency rate				

**IV. All Students are Ready for Career and College (as Measured by Growth)**

**IV.A Meet or Exceed National Growth Norms - Students Below Grade Level Making High Growth**

Math (Grades 1 - 5). FASTBRIDGE

The overall percentage of students identified by Fastbridge in the "some risk" or "high risk" categories will decrease by more than 5% points from fall to spring

Reading (Grades 1 - 5) FASTBRIDGE

The overall percentage of students identified by Fastbridge in the "some risk" or "high risk" categories will decrease by more than 5% points from fall to spring

**IV.B Meet or Exceed National Growth Norms - Students at or Above Grade Level Making Medium/High Growth**

Math (Grades 1 - 5) FASTBRIDGE

The overall percent of students identified by FastBridge as at the "grade level benchmark" (low risk - college pathway) will improve by at least five percentage points between fall and spring.

Reading (Grades 1 - 5) FASTBRIDGE

The overall percent of students identified by FastBridge as at the "grade level benchmark" (low risk - college pathway) will improve by at least five percentage points between fall and spring.

## **Exhibit G**

### **Prairie Creek Community School Enrollment & Lottery Policy**

The purpose of this policy is to ensure the practice of a fair and equitable enrollment process and procedures at Prairie Creek Community School that follows all Minnesota state guidelines.

#### **I. Definitions**

Parent – The term “parent” as used in this policy refers to the legal guardian of a student as defined in Minnesota Statute Section 124E.11.

Prairie Creek Community School – Prairie Creek Community School may also be known as PCCS or “the School” throughout this document.

Enrolled – A student will be considered “enrolled” at PCCS upon the completion and return of the Student Enrollment Form.

Enrollment Team - A team that is made up by the Director or Designee and the Office Manager or Designee

#### **II. Open Enrollment**

##### **A. Enrollment Application**

The PCCS enrollment application is only valid for one lottery. If a parent would like to include their child in subsequent lotteries (upon being waitlisted), they must submit a new application. The application is made available by November of the previous school year (online and paper). To be included in the lottery, parents must submit the application by a deadline set by the administration annually, but students can be added to the waitlist at any time during the school year by submitting an enrollment application. A lottery will be conducted for every grade where openings exist and a new waitlist will be established for each grade following the lottery.

#### **III. Lottery Process**

##### **A. General**

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

##### **B. Enrollment Eligibility**

In order to be eligible to enroll at Prairie Creek Community School in Kindergarten, a student must be age 5 on or before September 1st of the year they will be starting school. In order to be eligible for first grade, a student must be at least 6 years of age by September 1st of the calendar year for which the student seeks admission or has completed kindergarten.

### **C. Enrollment Preferences**

1. *Siblings* refers to those prospective students who have siblings currently enrolled at PCCS in the academic year in which the lottery is being conducted.
  - a. Any child of a family unit related biologically, by marriage or adoption to one or both parents.
  - b. Any child in a foster care situation with the family of a current student. In accordance with Minnesota Statutes, section 124E.11(c)
  - c. In the event that there is one opening in a given grade and the next child on the waiting list has a sibling in the same grade (possibly, but not limited to twins), all sibling children will be admitted and the class size will be increased over the limit only to accommodate these siblings.
  - d. No other children will be admitted from the waiting list until the class size drops to one below the limit. If the sibling is on the waiting list for a different class, they remain on the waiting list until a spot opens up.  
\*Siblings will only be given preference if the enrollment form is turned in by the application deadline.
  
2. Prospective students who are children of PCCS employees will receive enrollment preference provided there is an opening in the grade to which they are applying.
  - a. This admission preference does not apply to children of substitute teachers or independent contractors.

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

1. The administrative team at PCCS will propose and the PCCS Board of Directors will determine the number of openings in each grade, for the next school year by January board meeting of the application year.

### **E. Lottery Procedures**

Prairie Creek Community School will conduct a lottery to determine enrollment and waiting lists at each grade level. Per our sibling preference section of this policy (III.C.1), if there are more siblings of currently enrolled students than there are openings in a particular grade, a lottery amongst the siblings will be conducted before the lottery for all other applicants. The sibling lottery will be conducted first as it is a mandatory preference. Upon completion of the sibling preference lottery, a lottery of the children of staff (III.C.2) will be conducted followed by non-preferenced children.

The enrollment lottery shall be open to the public for observation. A notice of the date, time, and location of the enrollment lottery will be posted on our website. The lottery will be conducted by the school Director (or designee), a member of the school board executive committee (Chair, Vice-Chair, Treasurer, or Secretary) and the school office manager. Care must be taken to not disclose private data at the public enrollment lottery (for example, using numbers assigned to enrollment applications instead of using prospective and/or current student names).

Students are admitted to the school in the order in which they are drawn in the lottery, until all available spots are filled. The lottery then continues and establishes the general waiting list for each grade in the order drawn, until all applications are drawn.

All families that are awarded a spot through the enrollment process will be contacted via phone or email. All other families will receive notification of their waiting list position via email or letter.

#### **IV. Waiting List**

Following the lottery, those students who have not been admitted will be placed on a waiting list. Students will remain on the waiting list until they are offered enrollment or their parent/guardian requests they be removed. We will follow the steps outlined below to ensure the procedure is equitable to all applicants.

##### **A. Waiting List Procedures**

1. All students will be assigned an anonymous identifier during the lottery procedures.
2. Families will be notified of their child's waiting list position.
3. Siblings of newly enrolled students are moved up the waiting list when the enrolled student's Student Enrollment Form is received.
4. The waiting list is maintained by the Enrollment Team and updated throughout the year as students are enrolled off of the list.

\*If a sibling of a currently enrolled student or student of a new faculty member submits an application after the lottery, that student will move to the top of the waiting list (behind any other siblings or faculty children currently on the waiting list).

*Note: The Waiting List for Prairie Creek Community School is intended for the sole purpose of enrollment and distribution of information deemed appropriate by PCCS to be of interest to those parties. PCCS will not sell, distribute or otherwise disseminate waiting list information. PCCS will not use this list for solicitation purposes other than to gather interest and involvement in those things related to enrollment, expansion or related interests at PCCS.*

#### **V. Enrollment of New Students after the Lottery**

Openings for grades K - 5 will be filled on a grade level basis.

#### **A. Confirmation of Opening**

The Enrollment Team will be notified when a position is open once the school:

1. Receives confirmation that a family is declining an enrollment offer.
2. Receives a withdrawal notification in writing from parent(s) or confirmed enrollment from another school.

#### **B. Contact Next on Waiting List**

As a space becomes available, the Enrollment Team will contact the first student next on that grade's waiting list who has not already been contacted for the current school year via email and phone. Once a parent has been contacted, they must respond within two (2) business days in order to accept the position or the Enrollment Team will offer the position to the next student on the list.

#### **VI. Open enrollment spots**

When a student is unenrolled at PCCS for any reason, their spot will be offered to the next student on the waiting list.

#### **VII. Student Withdrawal**

When a student withdraws from PCCS, a parent should notify the Enrollment Team of the withdrawal.

In the event that another school requests a transfer of an enrolled student's records but PCCS has not been notified by the student's parent or guardian of an intent to unenroll the student from PCCS, an attempt shall be made to contact the student's parent or guardian for clarification. If the parent or guardian cannot be reached, PCCS shall consider the student to be unenrolled.

#### **VIII. Non-Discrimination**

It is the policy of the School Board of PCCS School District No. 4090 to comply with federal and state laws prohibiting discrimination to the end that no person protected by such law shall, on the grounds of race, color, nationality, ethnic origin, religion, gender, marital status, sexual orientation, status with regard to public assistance, age or disability (hereinafter "protected class status") be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any educational program, or in employment, or recruitment, consideration, or selection, whether full time or part time under any educational program, employment or activity operated by the district.

Legal References  
Minnesota Statute Section 124E.11<sup>1</sup>

## **Exhibit H**

### **GOVERNANCE AND MANAGEMENT PLAN PRAIRIE CREEK COMMUNITY SCHOOL**

The School is operated by a Board of Directors, elected in accordance with its bylaws.

The Board of Directors delegates the day-to-day management of the school to an administrator who is hired and supervised by the Board of Directors.

The Board of Directors employs and contracts with necessary teachers, as defined by Minn. Stat. 122A.15, Subd. 1, who hold valid licenses to perform the particular service for which they are employed at the School.

Teachers employed at the School are treated by the School as public school teachers for the purposes of Minn. Stat. chapters 354 and 354A.

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

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

The Board of Directors decides matters relating to operations of the School including, but not limited to, budgeting, curriculum, and operating procedures. The Board of Directors delegates to the school administrator the operational decisions made by the Board of Directors.

The Board of Directors shall implement a governance plan whereby it regularly, but no less than annually, evaluates: academics – whether the school is improving student achievement; finances – whether the school is fiscally sound; and operations – whether the school is well-managed and legally compliant; and shall include summaries of its evaluations in board minutes.

The Board of Directors shall adopt a policy, plan, budget and process consistent with Minn. Stat. 120B.11 to review curriculum, instruction, student achievement, and strive for the world's best workforce.

---

<sup>1</sup> <https://www.revisor.mn.gov/statutes/cite/124E.11>



The Board of Directors shall review its strategic plan annually. As part of its strategic plan: (1) the Board of Directors will adopt and implement the World's Best Workforce Plan for the School, (2) the Board of Directors will implement a financial plan to maintain a 25% fund balance.

## **Exhibit I**

### **ADMINISTRATION AND OPERATIONS PLAN PRAIRIE CREEK COMMUNITY SCHOOL**

#### **Administrator:**

The Board hires an administrator who manages the day-to-day operations of the School. Responsibilities include: (1) implementing the mission and philosophy of the School; (2) maintaining the academic integrity of the school; (3) oversight of the operations of the School, faculty, and staff; (4) ensuring the curriculum furthers the mission of the School; (5) oversight of instruction, accountability and student management.

The administrator ensures that the culture and mission of the School are clear to all stakeholders.

The administrator also facilitates development of the School's culture. The administrator reports to the Board.

#### **Faculty:**

The faculty implements the progressive education mission of the school. They ensure that the inquiry -based curriculum is designed to meet Minnesota State Standards.

#### **Chief Financial Officer**

The chief financial officer is responsible for all financial matters at the School. The business manager has a strong background in school finance and reporting and oversees the budget and preparation of necessary reports. The chief financial officer reports to the administrator and the Finance Committee of the Board of Directors.

## **Exhibit J**

### **FINANCIAL MANAGEMENT PLAN PRAIRIE CREEK COMMUNITY SCHOOL**

The Board is trained in financial oversight. The Board treasurer and finance committee members receive additional training to ensure comprehensive understanding of charter school finance and oversight.

The Board monitors and evaluates the School's recordkeeping, controls, and financial position.

Specifically: (1) the Chief Financial Officer reports at all Board meetings regarding the School's financial position, including current and forecast positions, and makes related recommendations; (2) the Board Treasurer reports at all Board meetings regarding all disbursements made, cash flow, balance, additional relevant financial data, and its monitoring of the School's recordkeeping and control processes; and (3) the Board Treasurer and School Leader meet regularly with the Chief Financial Officer to monitor school finances on a regular and ongoing basis. Significant developments that adversely impact the School are immediately brought before the Board.

The Board 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

**Exhibit K  
Board Member Assurance Statements**

Signed agreements from Charter School Board members to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools per Minnesota Statutes, section 124E.10, Subdivision 1(a)(6). See the following pages.

**Prairie Creek Community School  
27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

---

This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

Donald F. Findlay  
Signature

Donald F. Findlay  
Print name

Community Board Member  
Board position

3/24/2021  
Date


6/30/2022  
Date term expires

**Prairie Creek Community School**  
**27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

---

This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

  
Signature

**Beth Molitor**

Print name

**Parent member**

Board position

**3/26/2021**

Date

**May 2023**

Date term expires

**Prairie Creek Community School**  
**27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

---

This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

Molly McGovern Wills

Signature

Molly McGovern Wills

Print name

Teacher Member

Board position

3/26/2021

Date

Summer 2022

Date term expires

**Prairie Creek Community School**  
**27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

---

This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.



---

Signature

Kelsey Fitschen-Hemmah

---

Print name

Treasurer/Teacher Member

---

Board position

3/26/2021

---

Date

6/30/2023

---

Date term expires

Prairie Creek Community School  
27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640

Authorizer: Northfield Public Schools

---

This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

Bonnie Jean Flom  
Signature

Bonnie Jean Flom  
Print name

Vice Chair  
Board position

03-24-21  
Date

06-30-2021  
Date term expires

Prairie Creek Community School  
27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640

Authorizer: Northfield Public Schools

---

This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

Benjamin Miller  
Signature

Benjamin Miller  
Print name

Board Chair  
Board position

3/24/21  
Date

6/30/21  
Date term expires



Prairie Creek Community School  
27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640

Authorizer: Northfield Public Schools

---

This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

Lisa Percy  
Signature

Lisa Percy  
Print name

Community Member, Secretary  
Board position

3-29-21  
Date

6/2021  
Date term expires

**Prairie Creek Community School**  
**27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

---

This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

*Christine Williams*

---

Signature

Christine Williams

---

Print name

Member

---

Board position

3/24/2021

---

Date

6/30/2023

---

Date term expires



**Prairie Creek Community School  
27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

---

This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

*Shelly Dickinson*

\_\_\_\_\_  
Signature

Shelly Dickinson

\_\_\_\_\_  
Print name

Parent

\_\_\_\_\_  
Board position

3/29/2021

\_\_\_\_\_  
Date

May 2022

**Exhibit L**

(Name of School)

(Date of Report)

**Charter School Closing Checklist & Plan**

***IMPORTANT: THIS DOCUMENT IS NOT AN EXCLUSIVE LIST OF ALL ACTIONS NECESSARY TO CLOSE A SCHOOL AND IS NOT A SUBSTITUTE FOR LEGAL ADVICE.***

***CHARTER SCHOOLS SHOULD CONSULT WITH LEGAL COUNSEL.***

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p><b>Involuntary Closure:</b></p> <p>___ Frequently Asked Questions. Create Q &amp; A including summary of closure process, summary of transition steps, etc.</p> <p>___ Notice of Final Determination. Provide notice to school and Minnesota Department of Education.</p> <p>___ Press Release. Issue press release which includes brief history of school closure process, reason(s) for closure, and identifies press point person.</p> <p>___ Closure Checklist. Provide additional copies of closure checklist and plan to school, highlight family transition and student records transfer.</p> <p>___ Offer assistance as appropriate to school board.</p> <p>___ Updates. Request periodic updates of closure progress.</p> <p>___ Request file log (identifying file name, date transferred, school transferred).</p>				
	<p><b>Voluntary Closure:</b></p> <p>___ Closure Checklist. Provide additional copies of closure checklist and plan to school, highlight family transition and student records transfer.</p> <p>___ Offer assistance as appropriate to school board.</p> <p>___ Updates. Request periodic updates of closure progress.</p> <p>___ Request file log (identifying file name, date transferred, school transferred).</p>				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completi on Date	Status
<b>CHARTER SCHOOL RESPONSIBILITIES</b>					
<b>Organizational</b>					
1	<p><b>Establish School Board Committee for wind-up/transition</b></p> <p>___ Designate School contact person(s) to send and receive communications.</p> <p>___ Assign tasks/action items to employees or School Board members.</p> <p>___ Provide contact information and list of employees/School Board members and correspondent responsibilities to the District.</p>				
2	<p><b>Terminate Contracts/Cancel Programs Beyond Termination Date</b></p> <p>Take appropriate action to terminate any contracts or cancel any programs extending beyond the charter termination.</p>				
3	<p><b>Reserve Funds</b></p> <p>Segregate by School Board resolution in a separate checking account up to \$50,000 in funds to be used for legal, accounting and other expenses to dissolve the school.</p>				

4	<p><b>Maintain Communications and Identifiable Location</b></p> <p>Notify the landlord that during the wind-up of the School's affairs, it is anticipated that the School Board will use the School Facility, and access thereto should be maintained, even if only by advance notice in order to access assets, etc. In the event the landlord sells or rents the School Facility before the winding up of the School's affairs, the School must relocate its business records and remaining assets to a location <i>with operational telephone service with voice message capability, and maintain custody of business records until all business and transactions are completed, and the School corporation dissolved.</i></p>				
---	---	--	--	--	--

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
5	<p><b>Designation of Records Custodian</b></p> <p>___ The school must designate a contact person for student and financial records for two years after closure.</p> <p>___ Provide the District with a copy of the notice.</p>				
<b>Notifications and Further Actions</b>					
6	<p><b>Notification to Parents/Guardians</b></p> <p>Notify parents/guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following:</p> <p>___ Date of the last day of regular instruction.</p>				

	<p>___ Information and offer assistance sufficient to enable the student to re-enroll in another school.</p> <p>___ List of and contact information for the charter, public and private schools in the area.</p> <p>___ Date of optional school fair, coordinated by the School with representatives of area schools.</p> <p>___ Provide the District with a copy of the notice.</p>				
7	<p><b>Final Report Cards and Student Records Notice</b></p> <p>Within 7 days after end of classes, provide parents / guardians with copies of final report cards and notice of where student records will be sent and specific contact information.</p> <p>___ The notice must advise the parent/guardian to contact the school where the student intends to enroll and to have the student's new school contact the School's district of location to have the student's educational records transferred to the new school.</p>				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
7	<p>___ Student records sent to the student's new school upon the new school's request.</p> <p>___ After the school closes, and unless the student's records are requested by another school, the remaining student records will be sent to each student's school district of residence.</p> <p>___ Provide the District with a copy of the notice.</p>				
8	<p><b>Transfer of Student Records and Testing Material</b></p>				



	<p>If the parents do not request transfer of records to a specific school, student records must be sent to the student's resident district.</p> <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.</p> <p>Testing material, including scores, test booklets, etc. required to be maintained by the School and must also be forwarded to the new school.</p> <p>No later than 10 business days after the School closes, send student records to the new school, including:</p> <p>___ Individualized Education Programs (IEPs) and all records regarding special education and supplemental services, where applicable,  ___ student health/immunization records  ___ attendance records  ___ grades  ___ assessments/testing information  ___ credits earned  ___ MARSS numbers, and  ___ all other student records.  ___ If a student's record contains formal disciplinary records, provide notice to the student and student's parent/guardian that the records will be transferred as part of the student's educational record. NOTE: THIS REQUIRES AN INDIVIDUAL/FILE BY FILE REVIEW.</p>				
--	--	--	--	--	--

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	___ To the extent that scores, etc. will come into existence after the end of classes, arrangements should be made with				

	the testing agent to forward such material to the new school.				
9	<p><b>Notification to School Districts/Area Schools</b></p> <p>Notify resident school district and area schools that:</p> <p><input type="checkbox"/> The school is closing on (date).</p> <p><input type="checkbox"/> They will be getting students.</p> <p><input type="checkbox"/> Provide a phone number/contact person to call for records.</p> <p><input type="checkbox"/> If applicable, notification regarding cessation and transportation services should be provided.</p> <p><input type="checkbox"/> Provide the District with a copy of the notice.</p>				
10	<p><b>Notification of Funding Sources / Charitable Partners</b></p> <p>All sources of the School's operational funding must be notified in writing of the closure of the School, including any charitable partners.</p> <p><input type="checkbox"/> The School should not 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.</p> <p><input type="checkbox"/> Charities with property on the premises of the School should be notified to remove same as soon as possible or after end of classes, whichever is appropriate.</p>				
11	<p><b>Notification of Contractors and Termination of Contracts</b></p> <p>Within 30 days, formulate a list of all contractors with contracts in effect; the list should briefly describe the service and whether any property is related to the contract (e.g., photocopier lease).</p> <p><input type="checkbox"/> Notify the contractors regarding cessation of school operations.</p> <p><input type="checkbox"/> 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.</p>				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>___ Provide the District with a copy of such notice.</p> <p>___ Retain records of past contracts with proof that they were fully paid. (See Records Retention below.)</p> <p>___ Telephone, gas, electric, water, insurance (premises and D&amp;O insurance should remain operative through the end of classes and to the extent necessary to wind up the School's affairs beyond that time.</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.</p>				
12	<p><b>Notify MDE/Schedule State Audit</b></p> <p>Notify Minnesota Department of Education and schedule MDE audit, as applicable.</p>				
13	<p><b>Notification of Employees and Benefit Providers</b></p> <p>After an employee termination date is established, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees.</p> <p>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> <p>___ health care / health insurance;</p> <p>___ life insurance;</p> <p>___ dental plans;</p> <p>___ eyeglass plans;</p> <p>___ cafeteria plans;</p> <p>___ teacher retirement plans; and</p> <p>___ other.</p>				

	<p>Specific rules and regulations may apply to such programs – Consult legal counsel.          Employees should be notified of eligibility for Minnesota Unemployment Insurance pursuant to any applicable laws and</p>				
--	---	--	--	--	--

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>Regulations. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the end of classes, and additional reserve funds should be set aside.</p>				
14	<p><b>Notification re: Transportation Services</b></p> <p>As required by the contractual notice requirements, cancel school district or private transportation services</p>				
15	<p><b>Notification Regarding Lawsuits</b></p> <p>Within 5 days after receiving notice and/or service of process regarding litigation against, or initiated by, the School, School Board of School employees, notify the District and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep the District informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>				
<b>Assets, Insurance, Liquidation</b>					

16	<b>Withholding</b>  <input type="checkbox"/> Pay Federal withholding tax. <input type="checkbox"/> Pay State withholding tax.				
17	<b>Payroll</b>  <input type="checkbox"/> Pay Staff through last day of employment.				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
18	<b>List of Creditors and Debtors: UCC Search</b>  <input type="checkbox"/> Formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. This list is not the same as the contractor list, above, but may include contractors, which should be listed. <input type="checkbox"/> Perform a UCC search to determine if there are any secured creditors and to what assets security interests are attached. <input type="checkbox"/> Provide a copy of the list of creditors to the District with the amount owed to each creditor thereon and the amount owed by each debtor.				
19	<b>Notification to Creditors</b>  Notify all creditors of its closure.  The School should solicit from each creditor a final accounting of the School's accrued and unpaid debt owed to such creditor. This figure should be compared to the School's calculation of the debt and be reconciled between the parties.				

	To the extent possible, the School should also begin to negotiate a settlement of debts, which is ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible. Consult Legal Counsel.				
20	<b>Notification to Debtors</b> Within thirty (30) days the School must contact all debtors and demand payment. 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.				
21	<b>Reconciliation with District(s)</b> The School must reconcile its billings and payments with the districts, including special education payments.				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
22	<b>School Wind-Up Plan and Action</b> The School 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 trustees. Priority should be given to continuing the School's educational program through the end of the charter termination and retaining funds to complete the wind-up process. ___ The initial plan should be adopted within 20 days of and be updated at least twice per month. ___ Termination of non-essential personnel and cancellation of non-essential services prior to end of classes. ___ 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).				

	<p>___ 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.</p> <p>___ 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 for dissolution in accordance with Minnesota Statutes, sections 124E.10, subdivision 1(b) and 124E.25, subdivision 1a (a) and (b)).</p> <p>___ Cancellation of corporate credit cards and lines of credit.</p> <p>___ Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the School Corporation, and employment, contract and School Board status of those authorized to sign for the School.</p> <p>___ Status reports on the implementation of the School Wind-Up Plan to be submitted to the District through Interim Statements and a Final Statement (below).</p>				
23	<p><b>Protection of Assets; Insurance</b></p> <p>The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <p>___ Existing insurance coverage should be maintained on the assets until the disposal of such assets.</p>				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>___ Continue existing insurance for School Facility, and other assets until (1) disposal or transfer of real estate or termination of lease, and (2) disposal, transfer or sale of other assets are sold, respectively.</p>				

	<p>___ Negotiate School Facility insurance with entities that may take possession of School Facility – landlord, mortgagors: bond holders, etc., if possible.</p> <p>___ Appropriate security services should be obtained or maintained.</p> <p>___ Action may include moving assets to secure storage after closure or loss of the School Facility.</p>				
24	<p><b>D&amp;O Insurance</b></p> <p>Maintain existing directors and officers liability (D&amp;O) insurance, if any, until final dissolution of theSchool.</p>				
25	<p><b>Inventory</b></p> <p>No later than 30 days prior to end of classes,<u>all</u> of the School’s assets must be inventoried and/or its inventory updated.</p> <p>___ All assets of the School, (not just assets over a certain dollar value) must be inventoried.</p> <p>___ Separately identify assets purchased with federal grant funds.</p> <p>___ Provide the District with a copy of the inventory.</p> <p>___ Identify assets belongs to other entities (school district, county, municipality, health department, sponsoring foundation, vendors, PTA, etc.), including those borrowed or loaned.</p> <p>___ Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest.</p> <p>___ Return assets not belonging to School and document same.</p>				
26	<p><b>Liquidation of Assets</b></p> <p>___ Federally purchased property may not be sold to pay creditors and, according to specific program guidance, must either be returned to the awarding agency or distributed for similar use to another eligible entity. Assets purchased with federal grant funds may be given to other charter schools.</p>				



Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>___ Assets not purchased with federal grant funds must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest, the secured party should be contacted.</p> <p>___ Assets valued at \$100,000 must be advertised and disposed via sealed bid.</p> <p>___ Assets valued between \$25,000 - \$100,000 must obtain at least two bids before disposition.</p> <p>School Board members and their relatives as well as employees and students of the School may participate in any auction/sealed bidding process provided the party has disclosed his/her relationship to the School Board and the disclosure is made a matter of record in the School Board's minutes and approved by a majority of the non-interested members of the School Board.</p> <p><i>School Board members, their relatives, employees and students of the school may not purchase school assets other than through auction or sealed bid.</i></p>				
27	<p><b>Interim / Final Statements</b></p> <p>No later than 10 days after end of classes, prepare, and submit to the District an interim statement of the final status of all contracts and other obligations of the School and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p> <p>___ all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts</p>				

	<p>of debt of the School outstanding, including principal and accrued interest, as of the date of the interim report; and  _____ all amounts owed to the School by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and  _____ all income generated through sale or auction of assets and any other change in status of assets.  The School will prepare and submit such statements at 30 day intervals until the final statement (below) is prepared and submitted.</p>				
--	---	--	--	--	--

Charter School Closure Plan

<b>Item</b>	<b>Action Items</b>	<b>Person(s) Responsible</b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>	<b>Status</b>
28	<p><b>Final Statement</b></p> <p>No later than 10 days prior to the filing of a dissolution proceeding, the School shall prepare a final statement of the status of all contracts and other obligations of the School, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <p>_____ 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 and the amounts owed by each debtor, including principal and accrued interest.</p>				

	___ This statement is in addition to the final Financial Statement Audit (below).				
<b>Corporate Records / Accounting</b>					
<b>29</b>	<b>Final Financial External Audit</b>  The School must have an external audit performed in accordance with applicable law. ___ File as requested by Minn. Statute 124E.16				
<b>30</b>	<b>Charter Reports; Final Annual Report</b> During the course of the wind-up process, the School must comply with its reporting or notice obligations under the charter (including, but not limited to, resignations of Board members, etc.), and its reporting and notice obligations.				

Charter School Closure Plan

<b>Item</b>	<b>Action Items</b>	<b>Person(s) Responsible</b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>	<b>Status</b>
<b>31</b>	<b>Closeout of State and Federal Grants</b> State, federal and other grants must be closed out, including:  ___ Notification to the grant entity of the School closure; and ___ Filing of any required expenditure reports or receipts and any required program reports.				
<b>32</b>	<b>IRS Status; Reports</b> ___ Notification to IRS regarding any address change of the School; and				

	<p>___ Filing of required tax returns or reports (e.g, IRS form 990 and Schedule A) for school year in which school ceases operation.</p> <p>___ Notify the IRS of dissolution of the education corporation and its 501 (c) (3) status.</p> <p>___ File final tax returns or reports.</p>				
33	<p><b>Minnesota Charitable Organization Report</b></p> <p>___ Notification re: Any change of address.</p> <p>___ Filing of return for school year in which school ceases operation.</p> <p>___ File final report.</p>				
34	<p><b>Corporate Records</b></p> <p>In all cases, the School Board shall maintain all corporate records related to:</p> <p>___ Loans, bonds, mortgages and other financing;</p> <p>___ Contracts;</p> <p>___ Leases;</p> <p>___ Assets and asset sales;</p> <p>___ Grants – records relating to federal grants must be kept in accordance with 34 CFR 8042.</p> <p>___ Governance (Minutes, by-laws, policies);</p> <p>___ Employees (background checks, personnel files);</p> <p>___ Accounting/audit, taxes and tax status, etc;</p> <p>___ Personnel;</p>				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>___ Employee benefit programs and benefits; and</p> <p>___ Any items listed in this Closure Plan.</p>				

	<p>Any and all records not previously sent to the school district must be retained by a designated school representative.</p> <p>___ Notify the District of name and address where all records not sent to the school district are retained.</p>				
<b>Dissolution / Final Distribution of Assets</b>					
<b>35</b>	<p><b>Dissolution</b></p> <p>The School Board must follow the dissolution provisions provided by Applicable Law.</p> <p>___ Board adopts intent to dissolve resolution, which includes a plan of dissolution.</p> <p>___ Secure any required affirmation/approvals.</p> <p>___ File notice of intent to dissolve with Minnesota Secretary of State.</p> <p>___ File notice with Minnesota Attorney General's office.</p> <p>___ Publish notice for unknown creditors and provide written notice to known creditors or provide written notice.</p> <p>___ Distribute Assets</p> <p>___ Board approves Articles of Dissolution and files with Secretary of State and submits copy to the District.</p>				

Charter School Closure Plan

<b>Item</b>	<b>Action Items</b>	<b>Person(s)</b>	<b>Target</b>	<b>Actual</b>	<b>Status</b>
-------------	---------------------	------------------	---------------	---------------	---------------

		Responsible	Completion Date	Completion Date	
36	<p><b>Final Distribution of Assets</b></p> <p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations.</p> <p>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.</p> <p>___ An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient.</p> <p>___ In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations. <i>See 34 CFR, Part 80, subparts C and D.</i></p>				

Charter School Closure Plan

**[SCHOOL NAME]  
STUDENT RECORD TRANSFER LOG**

	NAME OF STUDENT LAST, FIRST	MARSS #	WHERE District	WHO Name of Individual	DATE mm/dd/yy
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					
42					
43					
44					
45					

## **Exhibit M**

### **Continuing Oversight – Accountability**

The District evaluates its charter schools in three primary areas:

1. Academic Performance
2. Fiscal Performance
3. Operations and Legal Compliance

**Academic Performance:** Is the School improving all student achievement?

Academic Performance is evaluated based on six criteria: Absolute Proficiency, Comparative Proficiency, Growth, Achievement Gap, World’s Best Workforce Plan and Governance.

**Absolute Proficiency:** Expecting proficiency for each student, the District evaluates the percentage of students meeting or exceeding state standards on the state assessment tests.

**Comparative Proficiency:** Expecting each charter school to fulfill its statutory obligation to improve student performance, the District evaluates how well the charter school performs compared to state average performance, a charter school of similar size and mission and to a district elementary that charter school students would otherwise likely attend.

**Growth:** Expecting growth for each student, the District evaluates the growth each student achieved on the state and other assessments.

**Achievement Gap:** Expecting all students to achieve academic success, the District evaluates the degree to which students receiving Special Education services achieve the same proficiency rates as students not qualifying for Special Education services on the state assessments.

**World’s Best Workforce Plan:** The District evaluates how well the School performs on annual goals set in the World’s Best Workforce Plan.

**Academic Governance:** The District evaluates the school board’s demonstration that it critically evaluates and strategically leads academic performance.

**Fiscal Management:** Is the School fiscally sound?

Fiscal Performance is evaluated based on multiple criteria: External Audit, Fund Balance, State Finance Award, and Governance.

**External Audit:** The District evaluates external audits and expects its schools to work towards elimination of deficiencies.



**Fund Balance:** The District evaluates a school's fiscal health based on its ability to pay unforeseen expenses.

**State Finance Award:** The District considers whether a charter school has received the Minnesota Department of Education Finance Award, which recognizes sound fiscal health and management policies and procedures.

**Governance:** The District evaluates the school board's demonstration that it pre-approves and maintains a balanced budget; reviews monthly and annual budget reports and requires explanation for out-of-budget spending; receives required board training; and has adequate time to review board materials.

**3. Operations and Legal Compliance:** Is the School well-managed and legally compliant?

Operations and Legal Compliance is evaluated based on four criteria: Compliance with Applicable Law, Minnesota Department of Education Audit results, Charter Contract Reporting Obligations, and Leadership.

Charter schools must comply with applicable laws, such as admissions, teacher licensing, and special education requirements. The District evaluates the degree to which the school complies with these requirements.

Effective operations and governance are fundamental to a quality charter school. Consequently, the District evaluates effective operations through annual site visits, reviews board minutes, discussions with staff and stakeholders, MDE audit results, and adherence to charter requirements.

The District regularly monitors and evaluates other measures of school performance such as, near-term and long-term fiscal health indicators. These measures inform the District oversight but general are not used in determining charter renewal unless the measures impact charter school obligations contained in the charter contract.

## **Exhibit N**

### **CHARTER SCHOOL RENEWAL EVALUATION**

Name of Charter School: Prairie Creek Community School  
Name of Authorizer: Northfield Public Schools (District)  
Date Current Contract Expires: June 30, 2021  
Term of Current Contract: five Years (Charter Contract Section 12.1)  
Date of this Report: April 1, 2021  
Person to Contact Regarding this Report: Dr. Matt Hillmann  
Phone: 507-663-0629  
Fax: 507-663-0611  
Email: mhillmann@northfieldschools.org

Article VI of the charter contract between the District and the School sets forth the fiscal and student metrics and evaluation processes: the school agreed to the academic goals set forth in its application, to comply with reporting requirements, and to provide regular academic and financial reporting to the District. In addition, contract section 6.7 provides that the District would perform site visits as an additional evaluation tool, and contract section 6.19 specifies that District may contract with third parties to perform oversight functions. The District has performed oversight functions with its own staff. Consequently, information contained in this report is based on data on file with the Minnesota Department of Education; data on file with the authorizer; site visits performed by the District and meetings or activities attended by the District.

#### **Executive Summary**

Prairie Creek Community School is currently in its 19th operating year and has maintained a steady 180+ enrollment during the current contract period. PCCS has a strong FY20 fund balance of \$714,733 (33.2% of annual expenditures)

Prairie Creek's most recent (2020) external audit contains no material weakness, significant deficiency, or finding of any kind. Prairie Creek has also received the state finance award, that recognizes fiscal compliance and reporting obligations, annually for the past eight years.

Prairie Creek's academic performance has been consistently strong throughout the contractual period. The School achieved 85% of its charter contract academic goals.

The District believes these factors warrant a five-year renewal, the maximum allowed by law.

## GENERAL INFORMATION

The District granted a charter to PCCS in 2002 for grades K-5 to serve the Northfield area. PCCS transitioned from a private school and opened in the fall of 2002 as a public charter school with grades K-5.

Section 12.1 of the contract between The District and the School sets forth the term of the contract, and specifies that it terminate June 30, 2021. Article X sets forth the revocation and non-renewal provisions. The District has not issued any letters of concern or notice of intent to revoke/non-renew the contract.

	16-17	17-18	18-19	19-20
Enrollment (K-5)	180	180	179	179
Average Daily Membership	179.93	179.78	178.52	179

*Prairie Creek Community School is fully enrolled at 180 students in 2020/21 and maintains a waitlist for open spots.*

### Key Demographic Trends (Data from Minnesota Report Card)

PCCS Students	16-17	17-18	18-19	19-20
Enrollment (K-5)	180	180	179	179
American Indian/ Alaska Native	0 (0%)	0 (0%)	0.0%	0%
Asian	5 (2.7%)	4 (2.2%)	3 (1.7%)	3 (1.7%)
Black/African American	6 (3.3%)	4 (2.2%)	5 (2.8%)	3 (1.7%)
White	155 (86.1%)	157 (87.2%)	154 (86.0%)	155 (86.6%)
Hispanic	3 (1.7%)	4 (2.2%)	4 (2.2%)	7 (3.9%)
Native American / Pac. Islander	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Two or More Races	11 (6.1%)	11 (6.1%)	13 (7.3%)	11 (6.1%)
Students of Color	25 (13.9%)	23 (12.8%)	25 (14.0%)	24 (13.4%)

Free and Reduced Lunch	28 (15.6%)	29 (16.1%)	25 (14.0%)	22 (12.3%)
English Language Learners	0 (0%)	0 (0%)	0 (0.0%)	0 (0.0%)
Special Education Status	30 (16.7%)	29 (16.1%)	46 (25.7%)	42 (23.5%)

### Parent Satisfaction

Each spring (excluding the pandemic spring of 2019), PCCS distributes a parent engagement and satisfaction survey to parents/guardians of PCCS students.

The table below shows the average score for the four survey domains. The average rating for all four domains fell between the “Agree” (a rating of 3) and “Strongly Agree” (a rating of 4) response options.

### Average Response on Parental Engagement and Satisfaction Survey over Time

Domain	2016-2017	2017-2018	2018-2019	2019-2020
Community and Climate	3.72	3.78	3.82	No Survey administered
Curriculum and Learning	3.55	3.66	3.65	
Faculty and Staff	3.67	3.77	3.81	
Governance and Administration	3.76	3.72	3.69	

### Achievement of Purposes

As stated in its application, the School was established to achieve multiple purposes. The primary purpose is to improve all pupil learning and all student achievement. The identified multiple secondary purposes and evaluation of each follow: (1) Increase learning opportunities for all students, (2) Encourage the use of different and innovative teaching methods, (3) Require the measurement of learning outcomes and create different and innovative forms of measuring outcomes, and (5) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

### **1. Increase learning opportunities for all pupils**

To increase student learning opportunities, the school maintains small class size and responds to the academic and social/emotional needs of all children. Students are given unique experiential learning opportunities through personal projects, thematic study, arts residencies and environmental learning activities.

### **2. Encourage the use of different and innovative teaching methods**

The progressive education teaching philosophy aligns with best practices for 21st century student learning. Teachers incorporate play, the Habits of Mind, Responsive Classroom and constructivist pedagogy into their instructional practice. Math instruction is enhanced by Lesson Study professional development whereby teachers design math instruction to support conceptual understanding at a deeper level.

### **3. Require the measurement of learning outcomes and create different and innovative forms of measuring outcomes**

Over the course of the contract period, the school established innovative measuring outcomes. Academic and non-academic goals are established for each child at a fall parent/student/teacher conference. Beyond state accountability measured detailed in this report, progress is monitored through formative assessments in math and literacy and a variety of measures including work samples, portfolios, reports, projects and performance in thematic study areas. Narrative reports that detail student progress are provided to families at the winter and spring conferences.

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

Student learning is designed by teachers in an innovative community of professional collaboration. Teachers team in professional development committees that review standards and best practices across the curricular areas. These committees meet and plan the weekly two hour professional development sessions for faculty. In addition, the teaching staff participated in two days of professional development at the end of the year for reflection on the year's work and goal setting focused on the mission and purpose of the school. The staff also participates in four days of workshops prior to the start of the school year. The faculty functions as an authentic learning community with teacher leadership employed to develop workshops related to academic and non-academic goals.

During the 2019-2020 school year, the faculty participated in a professional development committee process. Each committee has three classroom teachers, with the Director, the special education teachers and the part-time specialists joining as interest and time allow. During a meeting in September, the teachers took the entire list of professional development goal areas and topics that had been determined during faculty retreat in June and work week in August and divided them out among the three committees. They set aside one Wednesday meeting per month

for committees to meet. During these meetings, the committees planned upcoming professional development and school events. The committee assigned a particular topic was responsible for leading the Wednesday meeting(s) on that topic or finding a speaker or facilitator to lead. Each committee planned to facilitate about one meeting per month. Committees prioritized the list of tasks to reflect their relative importance. In the 2020 - 2021 school year, professional development time was adjusted to respond to the pandemic. There was a focus on designing and implementing instruction for the different learning models that were used throughout the year.

Weekly professional development meetings included all teaching staff. Some teachers also participated in specialized professional development outside of the regular weekly session. In 2018, Prairie Creek Community School was honored with the Minnesota Association of Charter School's Innovation Award for its innovative and teacher powered professional development design.

Conclusion: the School has implemented its stated purposes; consequently, the School fulfilled its statutory obligation (to achieve at least one statutory purpose).

#### **CONTRACT FULFILLMENT: FINANCIAL PERFORMANCE**

Section 6.11 of the contract between The District and the school requires the school to publish on its website an external audit by December 15 of each year and to comply with program, financial, and compliance audits conducted by MDE.

**External Audits:** The school's external audits completed during the contract period reveal no deficiencies.

**State Finance Award:** For the contract term, the District notes that the school received the State Finance award in 2017, 2018, 2019 and 2020 which recognizes compliance with reporting obligations and a positive fund balance.

**Financial Governance:** Records on file with The District demonstrates that the School's board approves its annual budget and monthly financial reports that demonstrate adherence to or deviation from budget; the school contracts its payment processing and generally promptly pays its bills and is not delinquent on payroll taxes or pension payments. In addition, the school has timely filed its required reports.

**Revenues & Expenditures:**

	FY 17	FY18	FY19	FY20
Total Revenue	\$2,017,947	\$2,135,763	\$2,154,665	\$2,200,559
Total Expenses	\$1,984,729	\$2,119,022	\$2,138,539	\$2,168,516
Annual Surplus/Deficit	\$33,218	\$16,741	\$16,126	\$32,043
Cumulative Fund Balance	32.9%	31.6%	32.1%	33.2%

PCCS has steadily built a strong fund balance reserve, finishing FY20 with a fund balance of \$714,733 (33.2% of annual expenditures) which has kept the school fiscally sound and well positioned to weather unforeseen events. The audited Financial Statements for the year ending June 30, 2020 show General Fund total revenue at \$2,200,559 and General Fund total expenses in the amount of \$2,168,516 resulting in a Net Income of \$32,043.

CliftonLarsonAllen, an independent auditor conducts PCCS's financial analysis. PCCS submits audited financial statements to Northfield Public Schools and the Minnesota Department of Education on or before December 31 each year.

**FISCAL MANAGEMENT - CONCLUSION:**

Prairie Creek has healthy enrollment and fund balance, reflecting solid fiscal sustainability. External audit findings of the past have been corrected and the school has had two years without any findings. In addition, the School received the state finance award the past four years. Review of Board meeting minutes indicates the board pre-approves and maintains a balanced budget; reviews monthly and annual budget reports and explanations for out-of-budget spending; and reviews financial reports.

**CONTRACT FULFILLMENT:  
ACADEMIC PERFORMANCE**

**Student Academic Growth – Progress Over Time**

**2016 - 2021 Contractual Goals**

**Goal 1: State Assessments (30% weight – 10% per Sub Goal)**

**Sub Goal 1.1: Absolute Proficiency:**

By the conclusion of FY2021, the school-wide proficiency rate for students who have been in the school for at least three consecutive years will meet or exceed the state average proficiency for all students for math and for reading. (10%)

		<b>PCCS</b>	<b>State</b>
<b>Math</b>	2017	67.4%	59.2%
	2018	61.4%	57.7%
	2019	70.5%	55.5%
	2020	No state assessments	No state assessments
	2021		
<b>Reading</b>	2017	73.0%	60.6%
	2018	71.6%	60.4%
	2019	70.5%	59.7%
	2020	No state assessments	No state assessments
	2021		

*Result: Goal Met*

**Sub Goal 1.2: Comparative Proficiency:**

a. During the contractual period, the School will demonstrate, on average, higher school wide proficiency rates in math and reading than New Discoveries Montessori Charter School. (5%)

		<b>PCCS</b>	<b>New Discoveries Montessori Charter School</b>
<b>Math</b>	2017	67.4%	39.2%
	2018	61.4%	34.4%
	2019	70.5%	26.1%



	2020	No state assessments	No state assessments
	2021		
<b>Reading</b>	2017	73.0%	53.2%
	2018	71.6%	48.9%
	2019	70.5%	43.2%
	2020	No state assessments	No state assessments
	2021		

*Result: Goal Met*

b. During the contractual period, the School will demonstrate, on average, higher school wide proficiency rates in math and reading than Sibley Elementary School. (5%)

		<b>PCCS</b>	<b>Sibley Elementary</b>
<b>Math</b>	2017	67.4%	66.0%
	2018	61.4%	75.4%
	2019	70.5%	70.9%
	2020	No state assessments	No state assessments
	2021		
<b>Reading</b>	2017	73.0%	67.8%
	2018	71.6%	73.4%
	2019	70.5%	73.9%
	2020	No state assessments	No state assessments
	2021		

*Result: Goal Not Met*

**Sub Goal 1.3: Growth.**

During the contractual period, the School's combined (Reading and Math) weighted average growth z-score will, on average, exceed 0 (10%)

	<b>PCCS Reading &amp; Math Average Growth z - score</b>
2017	-0.1387
2018	-0.0722
2019	3.8065
2020	No state assessments

2021	
------	--

*Result: Goal Met. Average z-score FY17 -20 = 3.5956*

**Goal 2: Nationally Normed Assessment (15% weight)**

During the contractual period, an average of 50% of students in grades 1 - 5 will meet their targeted rate of growth in math, as measured by the NWEA MAP Math assessment, from fall to fall.

	<b>PCCS NWEA Growth (fall to fall)</b>
2017	57.4%
2018	45.5%
2019	49.3%
2020	46.4%
2021	

*Goal Met: Average growth score FY17 - 20 = 50*

**Goal 3: Reading Growth Goals (15% weight)**

During the contractual period, the School will establish fall to spring growth goals, aligned with ELA standards, for children in K through 3 utilizing the Fountas and Pinnell comprehensive system. An average of 66% of all students will meet growth targets.

	Grade K	Grade 1	Grade 2	Grade 3
<b>2017</b>	a.92% b.82% c.100%	a.83% b.94%	a.94% b.75%	A.70% b.89%
<b>2018</b>	a.60% b.87% c.100%	a. 95% b. 87.5%	a.100% b. 95%	a. 80% b. 96%
<b>2019</b>	a.62.5% b.91% c100%	a. 95% b.71%	a.100% b.67%	a.100% b.92%
<b>2020</b>	No results due to pandemic			

*Result: Goal met*

**Goal 4: World's Best Workforce Goals (20% weight – 5% per Sub Goal)**

**Sub Goal 4.1 All Students Ready for Kindergarten (5%)**

By the conclusion of FY 2021, 75% of incoming kindergarten students will be academically and behaviorally ready for kindergarten.

(The K/1 Team conducted Kindergarten Readiness Assessments prior to the onset of the FY 2021 school year with all incoming kindergarteners. The Readiness Assessments include literacy assessments, math assessments, and collection of social-emotional readiness data. The assessments are conducted 1 on 1 with the child’s teacher in an interview setting and are based on kindergarten readiness benchmarks.)

A: 75% of incoming Kindergarteners know that letters and sounds are connected, as evidenced by identifying 1 or more letter(s) and the corresponding sound in the Pre-K letter/sound assessment.

*Result: 27 out of 30 (90% of students) were able to identify 1 or more letter(s) and the corresponding sound in the Pre-K Literacy Assessment.*

B: 75% of incoming Kindergarteners are able to count 5 or more objects, using 1 to 1 correspondence, as evidenced by the Pre-K Math Assessment Data.

*Result: 30 out of 30 (100% of students) were able to count 5 or more objects, using 1 to 1 correspondence, as evidenced by the Pre-K Math Assessment Data.*

C: 75% of incoming Kindergarteners are able to communicate their thinking by responding verbally to questions as evidenced by the pre-K teacher readiness interview.

*Result: 27 out of 30 (90% of students) were able to communicate their thinking by responding verbally to questions in readiness interviews.*

**Sub Goal 4.2 All Students in Third Grade Achieving Grade-Level Literacy (5%)**

By the conclusion of FY 2021, 77% of 3rd grade students will attain Level O for comprehension as measured by the Fountas and Pinnell independent leveled reading program.

	<b>% attaining Fountas and Pinnell Level O</b>
<b>2017</b>	77%
<b>2018</b>	90%
<b>2019</b>	96.7%
<b>2020</b>	No data (Covid)
<b>2021</b>	

*Result: Goal met for years that data was available.*

**Sub Goal 4.3 Closing Achievement Gap(s) (5%)**

Achievement Gap Reduction. By the conclusion of FY2021, for each reading and math, the proficiency index for the Special Education subgroup will be:

[One-third of (100 - 2016 Special Education subgroup proficiency index )]+2016 Special Education subgroup proficiency index.

*Result: In progress. No MCA's administered in 2020 due to pandemic*

#### **Sub Goal 4.4 All Students Career and College-Ready by Graduation (5%)**

By the conclusion of FY 2021, 100% of fifth grade students will complete and present an Honors Project each spring.

*Result: Goal met. 100% of graduating fifth grade students completed and presented an Honors Project in each of the contractual years.*

#### **Goal 5: Academic Governance (20% weight)**

The School will implement an Academic Governance Plan to critically evaluate and strategically lead the School's academic performance and improvement. The School shall include a summary of its findings in the School's board minutes no less than twice annually.

*Result: Goal met. WBWF and Annual Report documented in board agenda and minutes.*

#### **Student Engagement**

Consistent Attendance percentage for 2020 was 95.3% (State: 85.3%).  
(data from Minnesota Report Card)

## Specific Operational Issues

### CONTRACT FULFILLMENT: OPERATIONS AND LEGAL COMPLIANCE

**Admission Policies and Procedures.** Section 7.4 of the contract between the District and the School requires that the school have an open admissions policy and specifically prohibits limiting admission based on intellectual ability, achievement, aptitude, or athletic ability. Enrollment preferences are granted to siblings and children of staff.

**Management and Administration of the School.** The management and administration of the school is described in Exhibit D to the Charter Contract. Exhibit D states that the board shall be elected in accordance with its bylaws. The School's board is organized consistent with state law. The School Board delegates the day-to-day management of the School to an administrator who is hired and supervised by the School Board. The administrator delegates the management of the curriculum to the curriculum coordinator. The School Board shall decide matters relating to operations of the School including, but not limited to, budgeting and operating procedures. The School Board delegates to the school administrator implementation of the operational decisions made by the School Board. Based on The District' review, the Board complies with its bylaws.

**Financial Parameters within which the Charter Public School will Operate to Provide the Special Instructions and Services to Children with a Disability.** Contract section 8.1A enumerates the special education provisions with which the school agreed to comply, and that section also identifies the financial parameters regarding special education funding.

**Leadership.** School leadership and board management have been responsive to The District's requests.

### Additional Legal Compliance

Based on the District's review and the School's assurances of compliance, and except as noted below or elsewhere in this evaluation, The District believes that the School complies with the following requirements/laws, as applicable:

1. Open Meeting Law, Minn. Stat. 13D
2. Educational Data, Minn. Stat. 13.32
3. Educational Records, Minn. Stat. 120A.22 Subd. 7
4. Equal Opportunities in Athletic Programs, Minn. Stat. 121A.04
5. The Pledge of Allegiance Requirement, Minn. Stat. 121A.11 Subd. 3
6. The Pupil Fair Dismissal Act, Minn. Stat. 121A.40 – 121A.56
7. Receipt of Records, Minn. Stat. 121A.75
8. Teacher Licensure, Minn. Stat. 122A.15 Subd. 1
9. The Minnesota Public School Fee Law, Minn. Stat. 123B.34 – 123B.39
10. Keeping open a school that a school board decides to close, Minn. Stat. 124E.06 Subd. 3(d)

11. Assumption of liability by the charter school, Minn. Stat. 124E.09
12. Financial audits, audit procedures and audit requirements, Minn. Stat. 124E.16 Subd. 1
13. Charter School Board, Minn. Stat. 124E.07
14. Nonsectarian operations and affiliations, Minn. Stat. 124E.06, Subd. 3 (b)
14. The charter school's primary focus, Minn. Stat. 124E.01 Subd. 1
15. Tuition, Minn. Stat. 124E.06 Subd. 3(f)
16. Student Admission, Minn. Stat. 124E.11
17. Length of School Year, Minn. Stat. 124E.03 Subd. 6
18. Annual Report, Minn. Stat 124E.16, Subd. 2
19. Information required by and submitted to the authorizer, under Minn. Stat. 124E.10 Subd. 14
20. Provisions for transportation of pupils enrolled at the school, Minn. Stat. 124E.15
21. Formation and operation of a charter school, Minn. Stat. 124E.06
22. Types/amounts of insurance coverages to be obtained by the charter school, Minn. Stat. 124E.09
23. Charter School Revenue, Minn. Stat. 124E.20
24. Education of pupils with a disability, Minn. Stat. 125A.02, 125A.03 – 125A.24, 125A.65
25. Student Legal Records, Minn. Stat. 250B.171 Subds. 3, 5
26. Minnesota Cooperative Law, Minn. Stat. 308A
27. PSCPA, Teacher Retirement, and TRA, Minn. Stat. 353, 354, 354a
28. Nonprofit Corporations, Minn. Stat. 317A
29. State and Local Health and Safety Requirements

**Teacher Licensing.** Prairie Creek has demonstrated licensing compliance. Minn. Stat.124E.12 Subd. 1 states that charter schools must employ teachers with valid licenses to perform the duty for which they were hired at the school. According to MDE's Assignment/Licensure Discrepancy report, Prairie Creek has not had any assignment/licensure discrepancies during the current contract term.

**Facility.** The lease and site have been reviewed by the MDE. Fire and other safety requirements are in place.

**OPERATIONS AND LEGAL COMPLIANCE - CONCLUSION:** As indicated in more detail above, the District believes the school's operational compliance is satisfactory.