

NORTHFIELD PUBLIC SCHOOLS
Office of the Superintendent
Memorandum

TO: Board of Education
FROM: Matt Hillmann Ed.D., Superintendent
RE: Table File Items for May 9, 2022, Regular School Board Meeting

5. Items for Discussion and Reports
 - a. Arcadia Charter School Contract. An updated Arcadia Charter School Contract is included in the table file. This update includes an additional exhibit.
6. Consent Agenda
 - c. Personnel Items
 - i. Appointments
 4. Mackenzie Glassing, Special Ed EA for 6.3 hours/day at the NCEC, beginning 5/16/2022-6/9/2022; Step 2-\$16.53/hr.
 5. Kari Holden, .5 FTE Speech and Language Pathologist at the NCEC, beginning 7/1/2022; MA, Step 1 (.50 FTE) contingent upon obtaining MN licensure
 6. Gretta Kunze, Targeted Services Summer PLUS Teacher for up to 6 hours/day Mon.-Thurs. at Greenvale Park, beginning 7/5/2022-8/11/2022; BA10, Step 10
 7. Michelle Martinez, Targeted Services Summer PLUS Teacher for up to 6 hours/day Mon.-Thurs. at Greenvale Park, beginning 7/5/2022-8/11/2022; BA, Step 2
 8. Nicole Torkelson, Targeted Services Summer PLUS Teacher for up to 6 hours/day Mon.-Thurs. at Greenvale Park, beginning 7/5/2022-8/11/2022; BA, Step 1
 - ii. Increase/Decrease/Change in Assignment
 25. Lukas Bruhler, Community School Site Assistant at Greenvale Park, add Targeted Services Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 7/5/2022-8/11/2022; Step 2-\$14.48/hr.
 26. Kelley Foehrkolb, Autism Behavior Specialist with the District, add 4 additional days to the contract for a total of 211 days, to provide required safety care training for staff, effective 7/1/2022.
 27. Anna Hruby, Grade 3 Teacher - temporary at Spring Creek, change to Grade 3 Teacher - Ongoing at Bridgewater, effective 8/25/2022.
 28. Melanie Klein, Special Ed Teacher at Spring Creek, add Special Ed Teacher Homebound for up to 5 hours/week plus 1 hour/week for preparation with the District, effective 5/2/2022-6/9/2022.
 29. Jessica Labenski, Community School Site Assistant at Greenvale Park, add Targeted Services Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 7/5/2022-8/11/2022; Step 2-\$14.48/hr.
 30. Michelle Sickler, Teacher at Greenvale Park, add Targeted Services Summer PLUS Teacher for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 7/5/2022-8/11/2022. Lane/step
 31. Heather Stanton-Ims, Social Worker at the Middle School, add Targeted Services Summer BLAST Teacher for up to 6 hours/day Mon.-Thurs. at the High School, beginning 7/5/2022-8/11/2022; Lane/step
 32. Belinda Zubia, Community School Site Assistant at Greenvale Park, add Targeted Services Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 7/5/2022-8/11/2022; Step 1-\$14.11/hr.
 - iii. Leave of Absence
 5. Shari Karlsrud, FACS teacher at the High School, unpaid leave of absence for the 2022-23 school year.
 6. Dan Kust, Teacher at the Middle School, Family/Medical Leave of Absence, beginning 5/4/2022 and continuing on an intermittent basis for up to 60 work days.
 - iv. Retirements/Resignations/Terminations
 5. Kristin Schlim, ECSE Teacher at the NCEC, resignation effective 6/9/2022.

CHARTER SCHOOL CONTRACT

Between

Northfield Public Schools

And

Arcadia Charter School – District #4091-07

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

WHEREAS, the 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, 2022; 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 Arcadia Charter School, located at one site, 1719 Cannon Road, 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 an 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

☒ Grades 6-12 with a maximum enrollment of 130 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 in 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, 2022 and shall remain in full force and effect for five (5) academic years through the end of the 2026/2027 school year, and shall terminate on June 30, 2027, unless sooner revoked/terminated according to the terms hereof.

Section 12.2. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or 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
201 Orchard Street South
Northfield, MN 55057

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

Arcadia Charter School
1719 Cannon Road
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:

NORTHFIELD PUBLIC SCHOOLS

By: _____

Claudia Gonzalez-George

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.

Arcadia Charter SCHOOL

By: _____

Melanie Cashin

Its: Board Chair

Exhibit A

Minnesota Department of Education Approval

MINNESOTA
DEPARTMENT OF

1500 HIGHWAY 36 WEST
ROSEVILLE, MN 55113-4266

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



NOV 30 2001

November 21, 2001

Dr. Terry Tofte
Northfield School District
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 Southeast Minnesota School of Arts and Technology has been approved according to requirements set forth in Minnesota Statute 124D.10, Results-Oriented Charter Schools. Southeast Minnesota School of Arts and Technology is approved to serve students in grades 6-12.

This approval provides the Southeast Minnesota Arts and Technology Charter 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 Southeast Minnesota Arts and Technology Charter School.

Sincerely,

Christine Jax, Ph.D.
Commissioner

Cc: Paul Manor

Attachment III

Southeast Minnesota School of Arts and Technology
1176 Millersburg Boulevard
Dundas, MN 55019

July 15, 2001

Northfield Public School District #659
1400 South Division Street
Northfield, MN 55057

RE: Intent to Locate a Charter School in District #659

Dear Superintendent Tofte and Members of the Northfield School Board:

This letter is to inform you that a group of teachers, parents and community members are working to develop a charter school called the "Southeast Minnesota School of Arts and Technology" (SeMSAT), which will be located within the Northfield School District. It is the intent of this group to submit a proposal for your review in August with a request for the Northfield School District to sponsor this charter school.

As required by the Charter Proposal, this formal letter of intent is to precede the proposal to the Department of Children, Families and Learning (CFL) by at least 30 days. We anticipate opening this charter school in the fall of 2002. With that in mind, the proposal is due the CFL by October 1, 2001. The group anticipates having a site selected and confirmed this fall. We hope to lease this space prior to opening SeMSAT. It is our intent to develop a working relationship with Minnesota New Country School (MNCS) to use this space during the late winter and spring of 2002 to help SeMSAT set up the Northfield school based on the MNCS model.

We look forward to working with the Northfield School District for years to come, hopefully within a sponsor-charter relationship. We will continue to be in close communication about this.

Sincerely,

Paula Manor, on behalf of the SeMSAT planning committee

LETTER OF INTENT TO LEASE

Tenant Name: Southeast Minnesota School of Arts and Technology
Landlord Name: Eugene E. Jasnoch

Premises
Location: Suites B, C, D, E, F, 1403 Heritage Drive, Northfield, MN

Proposed Use: Charter School

Lease Term: One (1) Year with renewal options

Initial Lease Rate: \$5,958 per month

Commencement
Date: August 15, 2002

Type of Lease: Triple net

Common Area
Expenses: Tenant responsible for pro-rata share of common area expenses

Utilities: Tenant's premises shall be separately metered for utilities and
Tenant shall be responsible for cost of utilities related to use of the
premises

Landlord's
Work: Premises finished "as is". Additional tenant improvements to be
paid for by Tenant

Proposed Dates: Landlord agrees to not enter into an agreement to lease the
premises to another party until June 10, 2002. This period of time
is intended to give the parties 60 days to complete the application
for conditional use allowing a charter school in the C-I zone, to
complete architectural drawings, to obtain cost estimates for tenant
improvements.

This letter is merely a preliminary statement of general intentions. It should be understood that Landlord and Tenant mutually intend that neither shall have any binding contractual obligation to the other regarding this matter unless and until a formal lease agreement has been prepared and executed by the both parties.

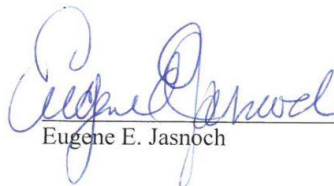
 Date: 4/10/02
Eugene E. Jasnoch

Exhibit B

Articles of Incorporation of the School

PBC

ARTICLES OF INCORPORATION OF Southeast Minnesota School of Arts and Technology

The undersigned incorporator(s), a natural person 18 years of age or older, in order to form a corporate entity under Minnesota Statutes, Chapter 317A, adopts the following articles of incorporation.

ARTICLE I NAME/REGISTERED OFFICE

The name of this corporation shall be Southeast Minnesota School of Arts and Technology located at 1176 Millersburg Boulevard, Dundas, MN 55019.

ARTICLE II PURPOSE

This corporation is organized exclusively for educational purposes, more specifically to provide educational services to middle and secondary students, grades six through twelve, in the Northfield Minnesota area. To this end, the corporation shall at all times be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

ARTICLE III EXEMPTION REQUIREMENTS

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

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

income tax under section 501(c)(3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170 (c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE IV DURATION

The duration of the corporate existence shall be perpetual.

ARTICLE V BOARD OF DIRECTORS

The corporation shall have no members. The management of the affairs of the corporation shall be vested in a Board of Directors, as defined in the corporation's bylaws. No Director shall have any right, title, or interest in or to any property of the corporation.

The number of Directors constituting the first Board of Directors is thirteen, their names and addresses being as follows:

Danise Beal	8482 150 th Street East	Nerstrand, MN 55053
Jim Blaha	3325 West 70 th Street	Northfield, MN 55057
Mary Rose Block	2672 West 89 th Court	Northfield, MN 55057
Janna Carlson-Donohoe	305 Maple Street	Northfield, MN 55057
Paul Carlson-Donohoe	305 Maple Street	Northfield, MN 55057
Brian Dever	606 Fremont	Northfield, MN 55057
Winona Estes	806 South Water Street	Northfield, MN 55057
Leisa Irwin	202 East Seventh St.	Northfield, MN 55057
Keith Johnson	8704 Bagley Avenue	Northfield, MN 55057
Natalee Johnson	8704 Bagley Avenue	Northfield, MN 55057
Paula Manor	1176 Millersburg Blvd.	Dundas, MN 55019
Steve O'Malley	1176 Millersburg Blvd.	Dundas, MN 55019
Kim Zweber	30977 Jamaica Avenue	Northfield, MN 55057

Additional Board Members may be added to the initial founding board as needed to fill areas of expertise needed to fulfill the start up needs of the organization. Members of the first Board of Directors shall serve until the first annual meeting, at which their successors are duly elected and qualified, or removed as provided in the bylaws.

ARTICLE VI
PERSONAL LIABILITY

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

ARTICLE VII
DISSOLUTION

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of by the District Court of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII
INCORPORATOR(S)

The incorporators of this corporation are the founding Board of Directors as listed in Article V above.

The undersigned incorporators certify that they execute these articles for the purposes herein stated.

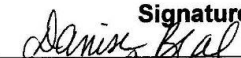
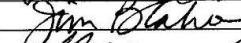

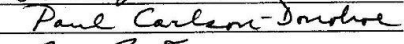
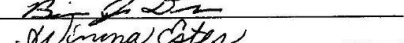
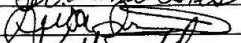
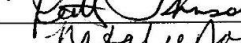
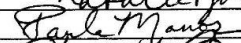

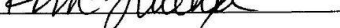



Name	Signature	Date
Danise Beal		10/25/01
Jim Blaha		10-25-01
Mary Rose Block		10-29-01
Janna Carlson-Donohoe		10-25-01
Paul Carlson-Donohoe		10/25/01
Brian Dever		10/25/01
Winona Estes		10-25-01
Leisa Irwin		10/25/01
Keith Johnson		10/25/01
Natalee Johnson		10/25/01
Paula Manor		10/25/01
Steve O'Malley		10-25-01
Kim Zweber		10/25/01

Exhibit C

BYLAWS OF ARCADIA CHARTER SCHOOL

ARTICLE 1 – NAME, PURPOSE

Section 1: The name of the organization shall be Arcadia Charter School (also Arcadia or ACS).

Section 2: The Arcadia Charter School is organized exclusively for educational purposes, more specifically to provide educational services to middle and secondary students, grades six through twelve, in the Northfield, Minnesota, area.

ARTICLE II – MEMBERSHIP

Section 1: Membership shall consist only of members of the Board of Directors.

ARTICLE III – BOARD MEETINGS

Section 1: Annual meeting: The date of the regular annual meeting shall be set by the Board of Directors who shall also set the time and place.

Section 2: Regular Meeting: The Board will adopt a schedule of at least 10 regular meetings a year. The schedule shall include dates, time and place and will be kept on file. If the Board decides to change the date, time or place it must give the same notification as required for a special meeting. Agenda will be sent out a minimum of five days before the meeting.

Section 3: Special Meeting: A special meeting is a meeting that is called because of circumstances that require timely consideration but are not of an emergency nature. The Board chair or his/her designate may call a special meeting. A minimum notice of 3 days must be given and will include: the date, time, place, purpose and/or agenda of the meeting.

Section 4: Emergency Meeting: An “emergency” meeting is a special meeting called because of circumstances that, in the judgment of the school board, require immediate consideration. The Board chair or his/her designate, may call an emergency meeting. A good faith effort to notify those required as soon as practicable after notification of Board members must be made. Notice must include the purpose of the meeting, date, time and place.

Section 5: Closed Session: Closed sessions are allowed to discuss issues involving confidentiality or as defined by law. State the reason for closing a meeting, or a portion thereof, prior to closure. Ref. Minnesota Open Meeting Law for additional requirements.

Section 6: Quorum: A quorum must be attended by at least 51 percent of the Board members before business can be transacted or motions made or passed.

Section 7: Notice: Notice is valid via any of the following methods: written notice, e-mail or other electronic means, phone or direct contact.

~~Section 8: Electronic Meeting: Electronic meetings may take place under Board approved policy. This section has been removed from the bylaws.~~

Section 9: Overriding Board Decisions: Overriding a Board decision is done through a “motion to reconsider.” A two-thirds majority is needed to override.

Section 10: Grievance Procedure: The Board will establish a procedure for bringing forth and addressing grievances. This procedure will be included in Board Policy

Section 11: Conflict of Interest: Trustees shall be excluded from discussion and/or voting on issues of self dealing, conflict of interest, and confidentiality issues as defined in Board Policy. This policy shall be in accordance with charter school best practice.

~~Section 12: Board Policy Document: A document will be on file at ARTech to further define Board management issues.~~ **This section has been removed from the bylaws.**

ARTICLE IV – BOARD OF DIRECTORS

Section 1: Board Role, Size, and Composition: The Board is responsible for overall policy and direction of the school and is accountable for its outcomes. The Board shall hire—by a two-thirds majority vote—and delegate responsibility for day-to-day operations to the school’s Executive Director. The membership of the school board consists of nine elected directors, and will consist of three licensed teachers employed at the school, three parents or guardians of student(s) currently enrolled at Arcadia, and one interested community member who is not employed by Arcadia and does not have a child enrolled at the school and two at-large positions to be filled by either parents or community members. The Board shall not include more than one member of a family; this includes spouse, partner or children.

Section 2: Board Compensation: The Board receives no compensation other than reasonable expenses.

Section 3: Board Elections: The school will hold an annual election of new directors or re-election of current directors to a second term. Officers will be elected at the annual meeting.

Section 4: Terms: Parent and community member Board members shall serve three-year terms. ~~Board members who are licensed teachers employed by the school shall serve two-year terms.~~ **This section has been removed from the bylaws.**

Section 5: Officers and Duties: There shall be four officers of the Board: Chair, Vice-Chair, Secretary, and Treasurer. Their duties are as follows:

The Chair shall convene regularly scheduled Board meetings and shall act as the CGO of the Board between meetings as defined by Board Policy.

The Vice-Chair will chair Board Meetings as designated by the Chair.

The Secretary shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all board meetings.

The Treasurer shall be responsible for chairing the finance committee and reviewing the school finances.

Section 6: Vacancies and New Board Members: The Board shall follow Board Policy for bringing on new members or filling Board vacancies.

Section 7: Resignation, Termination and Absences: Resignation from the Board must be received by notice to the chair. A Board member shall be dropped for excess absences from the Board if he/she has three absences from Regular Board Meetings in a year. A Board member may be removed for any other reason by a two-thirds vote of the remaining directors.

Section 8: Staff/Board Meetings: When a Board member is denied employment or is no longer employed by Arcadia, they are automatically removed from the Board. A two-thirds majority of the remaining Board members may override this section if it is in the best interest of the school.

ARTICLE V – COMMITTEES

Section 1: Board Committees: The Board may create committees to fulfill Board needs.

ARTICLE VI – AMENDMENTS

Section 1: These By-Laws may be amended when necessary by a two-thirds majority of the Board of Directors. Proposed amendments must be submitted to the Chair or Secretary for Board consideration in accordance with Board Policy.

These Bylaws were approved at a meeting of the Board of Directors of Northfield School of Arts and Technology on April 15, 2004

Article IV, section 1 amended September 10, 2009

Article IV, Sections 1 and 4 amended August 25, 2011

Article III, Section 8 and 12 amended January 28, 2012

Article IV, Section 5 amended January 28, 2012

Article I, Sections 1 and 2; Article III, Sections 2, 8 and 12; Article IV, Sections 1, 2, 3, and 4: amended August 23, 2012 by the Arcadia Charter School Board of Directors

Exhibit D

IMPLEMENTATION OF PURPOSE/MISSION

Arcadia Charter 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 Programming
Arcadia Charter School

This section contains the current curriculum guide (below), which describes both the independent project-based learning and teacher-designed academic courses available to Arcadia students. While the school does not provide academic courses during the summer, summer programming funds provided by the State in response to the COVID-19 pandemic will be used to offer experiences that continue to build students' experience-base and social/emotional skills. This will include canoe trips, a student leadership training, and other enrichment experiences during Summer 2022 and Summer 2023. During the summer, students will also be allowed to work on courses they take from outside, State-approved, licensed online providers in Arcadia's building with support from an Arcadia staff member.



2021-22 Curriculum Guide

High School Graduation Requirements

Students are required to take foundational classes in core subject areas in the beginning of their high school careers. The remainder of the credits needed to satisfy Arcadia's requirements and Minnesota Department of Education's Graduation Requirements are completed through projects, classes, or seminars. Credits are granted based on depth, demonstration and mastery of knowledge.

In addition to these core classes, students are encouraged to take electives (e.g. dance, Spanish, and other world languages, physical education) or to initiate group projects. The emergent and interdisciplinary nature of the many seminars and projects allows students and teachers the flexibility to create unique learning plans.

To earn an Arcadia Charter School diploma, students must successfully complete the following requirements:

23.0 Credits are required

Quarter-long courses are worth 0.25 credit; yearlong courses are worth 1.0 credit.

Language Arts	4.0 Credits	(2 Credits in Writing, 2 Credits in Literature)
Social Studies	3.5 Credits	(1.0 Credit in US History, 0.75 Credit in World History, 0.25 Geography, 0.5 Credit in Economics, 1.0 Credit in US Government & Civics)
Math	3.0 Credits	(1.0 Credit in Algebra 2 is required)
Science	3.0 Credits	(1.0 Credit in Physical Science, 1.0 Credit in Biology)
Art	2.25 Credits	(2.0 Credits in Art, 0.25 Credit in Arts Analysis)
Projects	2.50 Credits	(1.00 Potential Senior Project, 0.50 Potential Junior Project, 1.00 Additional Project Credit)
Electives	7.25 Credits	*Prorated by the number of enrollment years



Minimum Credit for Enrollment:

To maintain enrollment at Arcadia Charter School a student in the High School must be actively engaged in at least 0.85 credits per quarter. This may include the Senior Project credit.

Required Projects

Senior Project:

In order to graduate from Arcadia, each senior must complete a challenging, interdisciplinary year-long Senior Project. Students choose the topics, complete ten to fifteen pages of writing, and present to the Arcadia and Northfield community during Senior Presentation Nights in the spring.

Junior Project:

In order to graduate from Arcadia, each junior will complete a portfolio that looks at life choices and responsibilities after high school. Through this semester-long guided project, students research and reflect on: career interests, college opportunities, lifestyle choices, and personal finances. Students will earn 0.25 economics and 0.25 elective credit upon completion. The goal of the project is to begin the process of preparing students for their life beyond high school.

High School Literature Courses

Introduction to Literature

Required 9th Grade

Term 1 & 2:
Students will be exposed to a variety of genres (poetry, short stories, novels, non-fiction, and drama) and literature from different times and places. Students will also be exposed to literary terms and concepts (theme, setting, characterization, and plot) for a deeper understanding and appreciation of literature. One semester in length. *(0.5 credits)*

High School Literature

Elective 10th - 12th Grade

Terms 1-4:
This class will focus on a different literary work each quarter. Novels and plays vary from year to year and include, but are not limited to American Literature, British Literature, and Contemporary Literature. For example: Lord of the Flies, The Crucible, A Midsummer Night's Dream, To Kill a Mockingbird, and The Great Gatsby. *(0.25 credits per quarter)*
Term 1: TBD



Novel Studies

Elective 9th - 12th Grade

Terms 1-4:

High School students not enrolled in the High School Literature elective class are required to complete a Literature project each quarter, proposed to and approved by the Language Arts Specialist. Book Groups of 4-8 students may also be formed after approval. *(0.25 possible credits per quarter)*

High School Writing Courses

Research Writing

Required 10th Grade

Terms 1 & 2:

The goal of this class is to learn the skills needed for writing longer research papers. These skills include developing effective thesis statements, choosing and evaluating resources, note-taking and paraphrasing, citation principles and practices, organizing strategies, thorough revising and editing, peer editing, and formatting. Assignments will include three 5 – 7 page essays that coincide with the skills taught, short exercises, and grammar work. This class is a semester long class. *(0.5 credits per semester)*

College Prep Writing: Application & SAT/ACT Essay Writing

Elective

Term 1:

The goals of this class are to get a jump start on writing that college application essay, to develop strategies for the writing portion of the SAT and ACT, and to practice writing these essays. By providing samples of college application questions and test questions, students will compose their own personal statements and have authentic practice with the college entrance exams. *(0.25 credits per quarter)*

Advanced Composition

Elective

Terms 3 & 4:

During this seminar, students will continue to write non-fiction, expository essays in order to expand their writing abilities. In the smaller seminar setting, students will explore strategies for writing longer and more in-depth pieces with the help of in-class discussions and feedback from classmates. Three to four essays or other short writing exercises will be written per term. This class can be taken in one or both terms. *(0.25 credits per quarter)*

Basic Composition

Required 9th Grade

Term 3 & 4:



Students will be taught the basic principles of writing essays and compositions. This class will cover the following topics: outlines, effective thesis statements and topic sentences, effective introductions and conclusions, supporting details, writing coherence, and organizational strategies. The grammar portion of the class includes review of the parts of speech and sentence building strategies. Assignments will include 3 non-fiction essays (2 - 5 pages long) and regular grammar practice. This is a semester-long class. *(0.5 credits per semester)*

Creative Writing

Elective

Term 1

We'll discuss and practice various ways to jumpstart the creative process and then use these strategies in creating a variety of written projects. We will also explore a range of fiction and nonfiction genres both as models and for inspiration. Students will be required to complete weekly journal prompts and 3 - 4 longer creative projects. *(0.25 credits)*

Speech & Communication

Elective

Term 2:

Students will learn principles of communication, including nonverbal cues, effective gestures, speech organization, and active listening. The work for this class will include watching and analyzing speeches, preparing and presenting original speeches, and giving feedback to classmates about their speeches. In addition to 3-5 short speeches, students will complete 3-5 mini presentations. *(0.25 credits per quarter)*

Published

Elective

Term 4

During this media literacy class, students will study the basic principles of print and online journalism. They will explore a variety of online publishing platforms, evaluate ease of use and effectiveness of these resources, and choose 2 to use for their 2 projects: a personal project and a marketing project. *(0.25 credits per quarter)*

High School Mathematics Courses

Geometry

Required 9th Grade

Geometry is all about questioning size, angle measurement, relationships of shapes and properties of space. Students will gain perspective on basic computations to topics such as the following: Area, Perimeter, Surface Area, Proofs, Circumference and Volume of two and three-dimensional figures. Students will be required to complete skill practice and projects according to our schedule. *(0.25 credits per quarter)*



Intermediate Algebra

Optional Grades 10+

This course is based on the Minnesota 9-11 Academic Standards of Algebra. Students will understand the concept of functions, including domain and range. They will focus particularly on linear and quadratic functions. This class will prepare students to be successful in Algebra II.
(0.25 credits per quarter)

Algebra II

Required Grades 10+

Algebra II will focus on interpreting equations and inequalities involving multiple variables as well as the use of equations and inequalities to represent real-world mathematical problems. This course will also discuss tables, verbal descriptions, symbols and graphs. Students will be required to complete skill practice and projects according to our schedule. This course will also include a unit of data analysis & probability. (0.25 credits per quarter)

Pre-Calculus

Optional Grades 10+

Pre-Calculus is a review of advanced Algebra II topics with a strong emphasis on Trigonometry. This course addresses the use of algebraic properties to evaluate expressions, graphical representations of functions explaining the results in relation to original context. Students will be required to complete skill practice and projects according to our schedule. (0.25 credits per quarter)

Calculus

Optional Grades 10+

Passing Pre-calculus is a prerequisite for this class.

We will start with a review of functions (polynomial, exponential/ logarithmic, ...) and topics related to them (domain, range, period, composition, and limits) followed by the study of calculus. Topics to be studied will include differential calculus: definition of the derivative, rules for computing derivatives, and integral calculus: antiderivatives, applications of antiderivatives, techniques of integration, definite integrals, and applications of integrals.

(0.25 credits per quarter)



High School Science Courses

Physical Science

Required 9th Grade

Students will explore introductory topics in chemistry and physics and apply these concepts to real-life and theoretical situations. Hands-on labs will be an integral component of the class. Major topics will include the nature of science and the scientific process; how science *happens* International system (SI) units and scientific notation; Introduction to chemistry (atoms and their structure, the Periodic Table of the Elements, basic chemical reactions); and an introduction to physics (motion, forces, energy, work, and waves). *(0.25 credits per quarter)*

Biology

Required 10th Grade

Term 1 & 2: The Human Organism

We will focus on everything from the tiniest cell to the largest systems, including microbiology and cell respiration. You will work with artificial blood, and be exposed to real human images and systems. This will culminate in a final project that is based on a personal experiment.

Term 3: Introduction to Genetics

We will explore the world of genetics and focus on DNA, genetics, mutations, and the how natural selection changes the frequency of genes over time.

Term 4: Animal Behavior and Ecology

In this class we will review natural selection and introduce: sexual selection, environmental effects, animal behavior, and how they relate to each other. There will also be a brief introduction to nutrient cycles and biomes.

(0.25 credits per quarter)

Chemistry

Not Offered This Year

Terms 1 - 4

Chemistry is the study of the composition and behavior of matter. This course explores the structure and arrangement of atoms to provide an understanding of matter and the changes that matter undergoes.

Topics covered in Terms 1 and 2 include: scientific method and measurement, atomic structure, periodic table, nuclear chemistry, bonding, chemical naming & formulas. Topics covered in Terms 3 and 4 include: chemical quantities, chemical reactions, stoichiometry, behavior of gases, solutions, acids and bases. *(0.25 credits per quarter)*



Advanced Ecology

Not Offered This Year

Term 1: This course will cover material including: availability of resources, habitat types, population (processes, movement, and patterns), competition, pollution and sustainability. This course will conclude in a final project and essay. *(0.25 Credits per term)*

Human Anatomy

Not Offered This Year

Term 2 & 3: This will be an overview of human anatomy and will include depth readings and lectures on the human body and its systems. There will be weekly quizzes on lecture and lab material. The lab will focus on learning and understanding the names of the systems components and will include a cat dissection. It will include cumulative final and lab exams. The class size is limited to 12 students. *(0.25 credits per quarter)*

Advanced Genetics

Not Offered This Year

Term 1:
This class is to help students understand the complex world of DNA and genetics. The topics include transcription and translation, gamete formation, epigenetics, and statistical analysis of inheritance. *(0.25 Credits per term)*

Experimental Science

Elective Quarter 1

Term 2:
The focus of this class is to look at experiments and studies through the eye of the scientific method including evaluating data and how it can be presented. We will analyze studies for accuracy and bias, and then conduct a class experiment. The last couple of weeks will be dedicated to students completing their own experiments in any scientific field. Credit will be divided into both the Practice of Science, but also the content area specific to their experiment. *(0.25 credits per quarter)*

Microbiology Lab Class

Elective Quarter 4

Term 3:
This class will be a continuation of last year's Microbiology class. The class will be focused on microscope usage. You will be introduced to sterile lab procedures and get an overview on protozoans and algae. *0.10 Credit offered*

Scientific Ethics and Debate

Elective Quarter 3

Welcome to the intriguing world of questions, opinions, arguments, and debate. We will work to define ethics, human rights, and their role in science. This class is meant to stretch a student's boundaries and cause them to think in ways they will initially resist. It will include a midterm and final debate. *(0.25 credits per quarter)*



Biochemistry

Elective Quarter 2

This class will begin to explore the reason why chemistry is the foundation of biology. It will be an introduction because we will cover only a few important processes such as osmosis and diffusion, biomolecules, transport, glycolysis and the citric acid cycle. We will also review some basic skills necessary to understand chemistry. This class includes a final research paper and a cumulative final exam.

(0.25 credits per quarter)

Physics

Elective

Students will explore the fundamental laws of physics that govern matter and energy in our universe. They will apply these concepts and the mathematics behind them to practical and theoretical situations. Hands-on labs will be an integral component of the class. Major topics will include one- and two-dimensional motion (kinematics) and Newton's Three Laws of Motion; forces and free-body diagrams, conservation of energy and matter; introduction to electronics, magnetism, and their connection; energy transfer, structure, and properties of waves; introduction to thermodynamics and its fundamental laws. *(0.25 credits per quarter)*

Advanced Ecology

Not Offered This Year

Term 4: This course will cover material including: availability of resources, habitat types, population (processes, movement, and patterns), competition, pollution and sustainability. This course will conclude in a final whole class field study project and lab report. *(0.25 credits per quarter)*

High School Social Studies Courses

US History

Required 9th Grade

The United States History course approaches a comprehensive examination of US History from post Civil War to the modern era. We will use a variety of perspectives and sources, including the text *History Alive: Pursuing American Ideals*, primary source analysis from the Stanford History Education Group, and more. Major topics that students will learn about include:

- Industrial Revolution, Age of Invention
- Labor Movement, Progressive Reform
- Immigration, Women's Movement
- World War I, the Great Depression
- World War II, The Cold War,
- Civil Right Movements, Vietnam War
- Reagan Revolution, The 80's



- Post Cold War World, War on Terror
- Current Events

We will continue to develop our Historians' Craft by reading, writing, evaluating sources, using evidence and growing our critical thinking skills. We will use a wide variety of primary and secondary sources: informational text, images, maps, eyewitness accounts, podcasts, film and more.

Year Long Course, 4 classes per week (1 US History Credit)

World History

Required 10th Grade

World History is an exploration of major themes, developments, and events in human history that have led to the society in which we live today. From the development of agriculture to the rise of the Internet. The World History course is based upon the curriculum of *History Alive! World Connections*.

World Connections examines world history through themes. The Units are:

Unit 1 Study of World History

(Five key themes in WH, Early Humanity, Development of World Religions)

Unit 2 The World Before 1750

(Feudalism, Imperial China, Byzantine Empire, West Africa, Cultures of Central and South America)

Unit 3 The First Global Age

(Gunpowder Empires, Eurasian Expansion, Europe Transformation, Global Economy and the Columbian Exchange)

Unit 4 Age of Revolutions

(Political Revolutions, Industrial Revolution, Impact of Revolutions and Industrialization, Imperialism)

Unit 5 A World in Crisis

(Alliances and WWI, Russian Revolution, Political Revolutions in Africa and Latin America, The Great Depression, Rise of Facism, and WWII)

Unit 6 The Cold War

(Post WWII Cooperation, Cold War Conflicts, Vietnam, Cold War Ends, Conflict in the Middle East)

Unit 7 The Modern Era

(Spread of Democracy, Globalization, Changing Climate, Rights, Religion and Identity)

Year long course, 4 classes per week (1 World History credit)

US Government & Civics: On the Media

Elective Q1 2021-22

Why is the media such an important part of a democracy? Students will learn about the role of the media in the United States, why the founders believed so strongly in protecting it, and examine current issues in journalism and media today. For example, how has new technology and social media impacted our society? What role should the media play in protecting democracy, if any? What is 'fake news' and why is it a problem?



<i>One term course, 2-3 classes per week (.25 Civics)</i>	
US Government & Civics: Sovereignty & Tribal Rights	Elective Q2 2021-22
<p>This quarter we will explore the history of the battle for Native American rights and understand how tribes are sovereign nations. What rights are guaranteed to them by treaty? Are they citizens of the United States? Are those rights protected today? We will listen to “<i>This Land</i>” podcast and explore how a string of custody battles over native children has become a federal lawsuit that threatens everything from tribal sovereignty to indigenous civil rights.</p> <p><i>One quarter course, 2-3 classes per week (.25 US History Credits)</i></p>	
Geography: Immigration & Family History	Elective Q3 2021-22
<p>We are a nation of immigrants. Students will learn the history of waves of immigration to the U.S. beginning with the Pilgrims to the present. Why did people come? Where did they come from? What were their lives like when they arrived? How were they greeted when they arrived? What are some controversies over immigration today? And, using census records, oral history and Ancestry.com, we will explore the path their own families took to settle in the United States.</p> <p><i>One term course, 2-3 classes per week (.25 Geography)</i></p>	
Economics: Housing & Wealth in America	Elective Q4 2021-22
<p>Why is owning a home such an important path to prosperity in America? Students will learn about how home ownership is part of the “American Dream” historically, how it has been more attainable for some groups than others, how one buys a home, and examine whether owning a home is still a path to prosperity today. Are there policy changes we can suggest to help solve the problem of affordable housing in America today?</p> <p><i>One term course, 2-3 classes per week (.25 Civics)</i></p>	
Government & Civics: Elections 101	Offered in Election Years
<p>Term 1: This US Government course is focused on the upcoming elections. Students will learn about the steps in the election process, basics of the political spectrum, political parties and their differing opinions on key political issues, the electoral college, and how students can be active in the political process. Students will also learn about current events impacting voting and representation in the United States, including gerrymandering, demographic trends, voter suppression, and more. The class will culminate with students helping coordinate a school-wide mock election.</p> <p><i>One quarter course, 2 or 3 classes per week (.25 US Gov/Civics Credits)</i></p>	
Government & Civics: “White Lies” & the Fight for African American Civil Rights	Not Offered This Year
<p>Students will examine social movements undertaken by various minority groups throughout American</p>	



history. The class will especially analyze the causes, major events and people, and effects of the movements for the right to vote in America through the “White Lies” Podcast.

One quarter course, 2-3 classes per week (.25 US History Credits)

Government & Civics: The Fight for Women’s Suffrage

Not Offered This Year

Varies year to year. Students will examine social movements undertaken by various minority groups throughout American history. The class will especially analyze the causes, major events and people, and effects of the movements for the right to vote in America: Possible Topics

- Voting Rights & The Struggle for Women’s Suffrage

One quarter course, 2-3 classes per week (.25 US History Credits)

Government & Civics: the Supreme Court

Not Offered This Year

Throughout US History, major decisions by the Supreme Court have had profound effects on American society. From *Marbury vs Madison* to *Plessy vs Ferguson* to *Obergefell vs Hodges*, this class will examine key cases that have changed US History.

One term course, 2-3 classes per week (.25 US History or Gov Credits)

Government & Civics: Current Events

Not Offered This Year

Students will analyze current events topics, discuss and debate different perspectives on these events, learn to evaluate news sources and information, and find connections between what they’ve learned in government and history classes with what is happening today, now, in their world.

One term course, 2-3 classes per week (.25 US History or Gov Credits)

Economics: “We the Economy”

Not Offered This Year

Students will learn about many important concepts about micro and macroeconomics by watching and analyzing the documentary series “We the Economy”. Students will complete in-class activities, discussions, and homework assignments as they find the connections between everyday people and the forces that shape our worldwide economy.

One term course, 2-3 classes per week (.25 Economics Credits)

US History: US History through Film

Not Offered This Year

Students will explore major events, movements, and cultural trends in US History through film in this elective course. Students will watch a selection of US History-related movies in class and then participate in online discussion forums and write reflection papers about each film. The films that students will watch is TBD, but think *Selma*, *Saving Private Ryan*, *Lincoln*, *Milk*, movies like that. The plan is to watch 5 to 7 different films to analyze. Students will need a permission slip from their parents to attend this course, as some of the featured movies for this course may be rated R.

One term course, 2-3 classes per week, offered fourth quarter (.25 US History Credits)



US History: The Vietnam War

Not Offered This Year

Students will examine the causes, major events and people, gender and how it shaped people's experiences, and effects of the Vietnam War through the eyes of Tim O'Brien in *The Things They Carried* and Lynda Van Devanter in *Home Before Morning*. We will watch film, read, discuss and enjoy a guest speaker in this class.

One quarter course, 2-3 classes per week (.25 US History Credits)

US History: World at War

Not Offered This Year

The famous documentary series, "The World at War" presents a detailed, uncompromising chronology of the major players, events, and outcomes of World War 2. In this class, students will spend most of their in-class time watching selected episodes from the series and then participate in an online discussion forum with their classmates.

One term course, 2-3 classes per week, offered later this year (.25 US History)

High School Arts Courses

Introduction to Art

Required 9th Grade

Term 1:

This course is required for 9th grade students and students without high school art experience. Open to all high school students with an interest in improving drawing skills. Intro to art is designed to give a foundation in the creation and production of two dimensional art works, art history, aesthetics, and the language of the artist. Students will learn about the elements of art and principles of design. They will create artwork based on direct observation and learn skills to render images with accuracy and realism. Students will present and reflect upon their work. *(0.25 credits per quarter)*

2D Art

Elective

Term 2:

Open to all high school students. In this class students will learn basic color theory and some additional skills and methods of creating two-dimensional artworks. We will create acrylic and watercolor paintings, mixed media artworks and monoprints. Students will work to develop concepts. Students will reflect and revise their own work.

Students will be encouraged to provide input on the art forms they hope to explore and will have the opportunity to work with guest artists. *(0.25 credits per quarter)*

3D Art

Elective

Term 3:



Open to all high school students. In this course students will learn various ways of constructing sculptural art forms. We will use media including: wire, fabric, paper, wood, foam, and clay. Students will create work that stands on its own, hangs from the ceiling, is worn on the body and mounted on a wall. Students will participate in the critique process as well as reflect upon and revise their own work.

Students will be encouraged to provide input on the art forms they hope to explore and will have the opportunity to work with guest artists. *(0.25 credits per quarter)*

Digital and Investigative Art

TBD

Term 4:

Open to all high school students. In this class, students will explore art creation through digital processes; from Open Processing coding to stop motion videos and photography. Students will participate in the critique process as well as reflect upon and revise their own work.

Students will be encouraged to provide input on the art forms they hope to explore and will have the opportunity to work with guest artists. *(0.25 Credits)*

African Drumming

Elective

Term 1:

The world is full of rhythm, full of drums. How did drumming in Africa begin? When? And how has its influence spread throughout the world and become a part of our music today? We'll explore those questions in this course and we'll do a lot of drumming, learning songs from Ghana, West Africa. We learn this music in the non-Western tradition: by watching and listening, not by reading music. This class is for both beginning and advanced drummers.

(.25 credits)

Acting: How do they do that?!

Elective

Term 2:

Who are some of your favorite actors? What do they do on stage or screen that you like? How do they do it? And how can you do it? In this course we'll examine those actors but, more importantly, we'll also work on some of the same things they did when they were learning how to be actors themselves: improvisation, script analysis, character development and physical expression. This will be an active class- a "doing" class.

(.25 credits)

Shakespeare for the Actor

Elective

Term 3:



In this class we'll explore Shakespeare from the actor's perspective rather than a literary perspective. How do actors prepare and perform Shakespeare for the stage? How do they speak, move, develop character, memorize? Working texts will be taken from *The Tempest*, *Macbeth*, *The Taming of the Shrew*, *As You Like It*, *A Midsummer Night's Dream* and possibly other of Shakespeare's plays. We'll even have some fun with *The Complete Works of William Shakespeare, abridged!* The culminating event will be a trip to the Guthrie to see their production of *The Tempest*.
(.25 credits)

Monologues for the Actor

Elective

Term 4:

Monologues are solo scenes. Actors, whether beginning or advanced, can learn a lot by relying solely on themselves to develop a monologue. Actors will also work closely with the teacher, focusing on monologue selection, text analysis, character development, physicalization and memorization.

(.10 credits per monologue prepared to the teacher's satisfaction)

Other High School Elective Courses

ACT Prep

Elective

This course explores strategies and review tactics in preparation for taking the ACT. Students will work individually and in small groups to not only review content matter but to also practice critical test-taking skills. (.025 credits)

Spanish

Elective

Spanish I, II, and III will guide students through thematic units with a grammatical progression to foster a familiarity with different cultures, social norms and interactions; practice both oral and written materials; and develop an understanding of verbs and language structure. Students will participate in class discussions, hands-on projects, and develop skills in reading and writing.

Students in Advanced/Heritage Spanish will use literature from the AP Spanish program and University of Minnesota 1000-level course materials to explore culture, historical connections, meaning, structure, grammar, and vocabulary. In addition, students will read and present about current events, view documentary and film, and participate in discussions. (1 credit; year long)

Japanese

Elective

Japanese 2 and 4 is a year-long course offered for students who are interested in Japanese culture, language and society. Students will learn reading, writing, speaking and listening skills along with cultural lessons on all aspects of Japanese society. Japanese 4 will learn from authentic Japanese materials, including readers designed for Japanese children, Japanese-language movies and TV



shows. Japanese 2 students will continue working on reading and writing, along with basic sentence structure and increasing vocabulary. A placement test for Japanese 2 is available for those who did not take Japanese 1 last year. Japanese 1 and 3 will be offered next year. *(1 credit; year long)*

Health

Elective

Students will be offered at least one health elective per academic year. Student interests drive course content. Speakers and experts from the community are frequently utilized in class time. Topics that will be covered include sexual behavior, gender, relationships, queer healthcare, drugs, and alcohol. Other topics and projects to be added according to student interest. This elective will be offered in quarter 1 of the 2021-22 academic year.

Physical Education

Elective

Physical Education 2020-2021 will be offered virtual and in person. We will look at alternative ways to stay in shape - physically, mentally and spiritually. Students will keep an online journal and be able to try a variety of techniques to cope and manage stress, optimal nutrition, better sleep habits, etc...



Middle School Curriculum Guide

Advisory Structure

Arcadia's middle school is structured to serve approximately 18 students in each grade with a total of 54 students. Each advisory serves approximately 27 students in a multi-age setting of grades 6-8. Advisors oversee the social curriculum and project process.

Middle School Advisory Curriculum Overview

This document is a summary and overview of the Arcadia middle school advisory curriculum, meant to give parents, staff, and other interested parties an explanation of what is taught during middle school time in advisories.

Much of what is learned or taught during time in advisories is a response to what comes up in conversations or interactions with students. In other words, in keeping with an emerging environment, advisors use shifting dynamics, important conversations, and promising ideas as opportunities to teach many things. But Arcadia also has a purposeful agenda for students, and a specific role for middle school advisors.

As staff at a small school, the advisors all wear many hats. Each is a content area teacher and has been charged with guiding all students in the school towards success in that subject matter. But a middle school advisor's primary charge is to teach and track his or her middle school students. This means that, while they are often pulled in many directions, they are primarily responsible for the students in their middle school advisories.

Social Curriculum

The social curriculum at Arcadia is at the core of what we do: we are a small, community school, and how we interact with and respond to each other will determine the success of our community. In light of this, we have adopted Developmental Designs. This is a social curriculum designed to teach social skills and good citizenship, and to promote academic success.

Project Work

Students have both core classes and electives (which are classes that they can opt to take or not take), but part of their academic learning comes through projects. Students do one guided project each quarter, encouraged by the theme for that quarter. Themes may be emergent, or they may be taken from the book that the middle school Language Arts classes are reading for the quarter. The themes and the books are on a three-year rotation; this means that the students who come in the



first quarter of 6th grade finish with the rotation the 4th quarter of their 8th grade year. The books read in middle school Language Arts are subject to change based on teacher discretion and other opportunities that often present themselves during the year.

Deadlines for the completion of each stage of this project process (finding a topic; finding resources; taking notes; organizing notes; demonstrating learning) are established by teachers and followed by everyone at the same time. This helps to teach a rhythm to the process, and gives them a sense of time management.

Arcadia also uses more conventional means for achieving academic growth. In addition to learning through guided projects, middle school students also take classes, some required and some elected. The required classes (dubbed “core classes”) are content area classes: Language Arts, Social Studies, Science, Math. These classes last for the whole school year. We also offer elective classes; these classes are options for students, but we strongly encourage students to sign up for at least one elective. In the past we have offered such elective experiences as dance, theater, creative writing, Spanish, technology lab, drumming, and the Arcadia greenhouse. Art, Physical Education, and Choir have been—at different times—either required classes or electives.

Arcadia’s middle school curriculum is very successful in helping students succeed both academically and socially. Our morning and afternoon circle, student contract, purposeful project process, and offering of classes and field trips work together to produce well-rounded, thoughtful young people, prepared for success in high school and beyond. We firmly believe that our system fosters students to become fine citizens and excellent learners.

Middle School Language Arts Courses

Language Arts: Literature

Required 6th, 7th, 8th Grades

Students will develop and strengthen their ELA skills in reading and writing while studying a variety of texts from different genres and complexity levels in a three year cycle. Lessons focus on the elements of literature, vocabulary acquisition, comprehension strategies, and writing opportunities. The Writing Process developed through the Project Process is reinforced.

2021-22 Selections

Term 1: The Graveyard Book

Term 2: A Christmas Carol

Term 3: Anne Frank: The Diary of a Young Girl



Term 4: Percy Jackson: The Lightning Thief

2022-23 Selections

Term 1: Crispin: The Cross of Lead/Romeo and Juliet

Term 2: Uglies

Term 3: Walk Two Moons

Term 4: A Wrinkle in Time/Akata Witch

2023-24 Selections

Term 1: The Giver

Term 2: Code Talker

Term 3: I am Malala/Enrique's Journey

Term 4: The Watsons go to Birmingham

Middle School Mathematics Courses

6th Grade Math

Required 6th Grade

Term 1: Number Sense, Computation, and Operation

During the term students will order and compare integers including fractions, decimals and percents. Students will use rounding and estimation to solve real-world problems. Students will also demonstrate skills to compute fluently; they will demonstrate understanding of arithmetic operations and factorization; and they will be able to use calculators and other technologies to solve problems.

Term 2: Patterns, Functions, and Algebra

During the term, students will demonstrate understanding of the rectangular coordinate system. Students will also apply arithmetic operations in the correct order to simplify and evaluate numeric expressions in real-world and mathematical problems.

Term 3: Data Analysis, Statistics, and Probability

During the term, students will learn to represent data and use various measures associated with data to draw conclusions. Student will will also calculate and express probabilities numerically, and apply probability concepts to solve real-world and mathematical problems.

Term 4: Spatial Sense, Geometry, and Measurement

During the term, students will identify a variety of simple geometric figures by name and calculate various quantities associated with them. Students will also demonstrate understanding of time and units of measurement and be able to apply these in solving real-world and mathematical problems.



Pre-Algebra

Required 7th Grade

Term 1: Pre-Algebra: Preparing for Algebra - Equations and Inequalities

Description: We will prepare ourselves to be Pre-Algebra Mathematicians, building our skills by solving equations and inequalities using integers, exponents, fractions, and decimals. Our goal is to gain a firm understanding of algebraic concepts and the order of operations so we can build on these ideas later in the year.

Term 2: Pre-Algebra: Fractions, Decimals and Percents

Description: We will look at the relationships between fractions, decimals, and percents. We will use proportions and equations to find rates, similarity, and percents. We will learn practical skills like calculating a tip, finding sale prices and unit rates, as well as calculating simple and compound interest.

Term 3: Pre-Algebra: Geometry and Measurement

Description: We will start the quarter looking at plane geometry: points, lines, angles, and polygons, as well as looking at patterns in geometry. We will calculate perimeter and area, as well as use the Pythagorean Theorem. Then we will move on the three-dimensional geometry, looking at prisms, cylinders, pyramids, and cones. We will learn to find the volume and surface area of these polyhedra and the real-world applications of these calculations.

Term 4: Pre-Algebra: Data Exploration and Probability

Description: We will take a look at experimental and theoretical probability, designing experiments using a variety of sampling methods and populations. We will organize our gathered data using frequency tables and stem-and-leaf plots, as well as finding the variability in our data by calculating mean, median, mode, and finding the outliers to analyze in box-and-whisker plots. We will also display our data using bar graphs and line graphs, as well as analyze misleading graphs and statistics.

Algebra

Required 8th Grade

Term 1: Algebra: Data Exploration and Probability

Description: We will take a look at experimental and theoretical probability, designing experiments using a variety of sampling methods and populations. We will organize our gathered data using frequency tables and stem-and-leaf plots, as well as finding the variability in our data by calculating mean, median, mode, and finding the outliers to analyze in box-and-whisker plots. We will also display our data using bar graphs and line graphs, as well as analyze misleading graphs and statistics.

Term 2 & 3: Algebra: Equations and Inequalities



Description: We will be building our skills by solving equations and inequalities using integers, exponents, fractions, and decimals. Our goal is to gain a firm understanding of algebraic concepts and the order of operations so we can build on these ideas later in the year.

Term 4: Algebra: Geometry and Measurement

Description: We will start the quarter looking at plane geometry: points, lines, angles, and polygons, as well as looking at patterns in geometry. We will calculate perimeter and area, as well as use the Pythagorean Theorem. Then we will move on to three-dimensional geometry, looking at prisms, cylinders, pyramids, and cones. We will learn to find the volume and surface area of these polyhedra and the real-world applications of these calculations.

Middle School Science Courses

Physical Science

Required 6th Grade

Physical science in sixth grade explores the concepts of matter, energy, forces and motion. Students will be designing and conducting scientific investigations and constructing scientific explanations based on evidence. Students will make measurements using metric units and will organize their data using graphs. Topics of study include: the nature of science, the particle model of matter, basic atomic structure, forms and sources of energy, energy transfer and transformations, the conservation of matter and energy, force, and motion.

Life Science

Required 7th Grade

Term 1: Scientific Method and Classification

This class begins with a review of the scientific method, then we discuss how we classify organisms, and we will connect that with what we discover in our worm and frog dissections.

Term 2: Understanding Ourselves

We will begin to explore the human organism, starting small by looking at cells and moving broader as we discuss the systems of the human body and how we interact with our environment.

Term 3: Genetics and Evolution

This is an introduction to DNA and how we inherit traits from our parents. Students will also understand how changes in genetics can lead to change over time, and we discuss natural selection.

Term 4: Energy and Ecology

This quarter the focus will be on how nutrients and energy move through ecosystems, and how humans impact those processes.



Earth Science

Required 8th Grade

Term 1: Our focus will be understanding the practice of science and inquiry. We will practice skeptical review of information, and understanding ethical issues in science. We will also review basic chemistry principles including: physical and chemical properties, metals and nonmetals, conservation of mass, and acids and bases.

Term 2: We will transition into understanding our planet this quarter and focus on tectonic plates, layers of the earth, volcanoes, classifying and the properties of rocks and minerals, and the rock cycle.

Term 3: This quarter students will be learning about the causes of seasons and climate including weather fronts and the composition of the atmosphere. We will also take the opportunity to review the water cycle.

Term 4: We will wrap up the year learning about the solar system including: the sun, planets, moons, gravity and orbits, Earth's motions. We will also focus on preserving our natural resources.

Middle School Social Studies Courses

Minnesota History 6

Required 6th Grade

In Minnesota History 6 students will study all things Minnesota! We will explore Minnesota peoples, culture, land and history from starting in ancient times, Importance of Stories & the Historian's Craft, then Before the Settlers Came, the Fur Trade & Settlement, The Civil War and The Dakota War of 1862 Farming, Industrialization & The Common Good. We will continue to develop our Historians' Craft by reading, writing, evaluating sources, using evidence and growing our critical thinking skills. We will use a wide variety of primary and secondary sources: informational text, images, maps, eyewitness accounts, field trips, film and more.

United States History 7

Required 7th Grade

In United States History 7 students will learn about the American Revolution & creation of the United States government (civics), European-American settlement, indigenous peoples & westward expansion, the Civil War, Reconstruction and African American history, and World War I & the Spanish Flu. We will continue to develop our Historians' Craft by reading, writing, evaluating sources, using evidence and growing our critical thinking skills. We will use a wide variety of primary and secondary sources: informational text, images, maps, eyewitness accounts, field trips, film and more.

World Geography 8

Required 8th Grade



In World Geography 8 students will apply spatial and chronological perspectives as they study the land, people, culture, and history of the world's regions and contemporary world events. We will explore the physical and human geography of our earth through the examination of each of our continents and regions. The Units to be covered are:

- Unit 1 Tools of Geography
- Unit 2 North America
- Unit 3 Latin America
- Unit 4 Europe and Russia
- Unit 5 Africa
- Unit 6 Southwest and Central Asia
- Unit 7 Monsoon Asia
- Unit 8 Oceania and Antarctica

Students will learn about human culture around the world through the lens of the Five Themes of Geography. This is based on the idea that a person cannot truly understand geography content without considering the relevant economic, political and historical factors.

Middle School Art Courses

6th Grade Art

Required

Art 6 "Color"

Students will practice color mixing and learn basic color theory. We will look at how artists use color to create visual effects and apply our knowledge to the creation of optical illusions, creative color wheels and tree paintings based upon the work of artist Wolf Kahn.

Art 6 "Personal Patterns"

Students will use different forms of pattern to create personal narratives. We will study the artwork of Native Australians and create our own narratives based on the form they invented. Students will design their own symbols to create a self-portrait based on the use of positive and negative space. We will explore narrative in 3D through the creation of large papier mache letters.

7th Grade Art

Required

Art 7- "Values"

Students will explore methods of art creation from a global perspective. We will look at artwork from a variety of cultures and the values that inspired it. Students will create masks, sugar skulls and koi prints.

Art 7- "Realism and Perspective"



Students will practice the skills necessary to draw with realism. Students will learn to draw shapes in 3 dimensional space and practice the application of those skills when they create their own sculptural town. We will practice taking and using observation to create realistic drawings in real time.

8th Grade Art

Required

Art 8- "U.S"

During this quarter, students will explore systems of personal and cultural identity in the United States. They will create their own currency, textile art based on the work of Robert Rauschenberg and Jasper Johns, and horse mobiles inspired by the art of Plains Indian artists. We will explore how artists use and re-interpret existing systems to create new ideas.

Art 8- "Figure"

Students will explore the many ways artists represent the human figure. We will explore proportion, create portrait and figure drawings, and make sculptures based upon our drawings. We will look at artwork by old masters and modern artists. Students will explore ways to represent figures with realism and expression.

Middle School Health Courses

6th Grade Health

Required

Students will be offered at least one health class per academic year. Student interests drive course content. Speakers and experts from the community are frequently utilized in class time. Topics that will be covered include puberty, gender, relationships, boundary-setting, and digital literacy. Other topics and projects to be added according to student interest. This class will be offered for specific grades in quarters 2, 3, and 4 of the 2021-22 academic year.

7th & 8th Grade Health

Required

Students will be offered at least one health class per academic year. Student interests drive course content. Speakers and experts from the community are frequently utilized in class time. Topics that will be covered include sexual behavior, gender, relationships, and queer healthcare.. Other topics and projects to be added according to student interest. This class will be offered for specific grades in quarters 2, 3, and 4 of the 2021-22 academic year.

Middle School Elective Courses

Theater

Elective

Terms 1, 2 and 3

The middle school theater class is about exploration and fun.



(0.25 credits)

African Drumming

Elective

Term 4: African Drumming

Students will learn, aurally, two and three part drum songs from Ghana, West Africa.

(0.25 Credits)

Physical Education

Elective

(0.25 Credits)

Not Study Hall

Elective

Students in this class will meet at the picnic pavilion behind the school to take attendance and then leave on our walk. Most days, we will head to the Cannon River through Campostella Park and either play in the woods or walk along the river path.

(0.25 Credits)

Math Study Hall

Elective

(0.25 Credits)

Creative Writing

Elective

The focus of this class will be writing from short prompts and working on longer, independent projects. Students will not only share their work with one another, but they will also have the opportunity to work collaboratively on writing projects.

(0.25 Credits)

Exhibit F

ACADEMIC GOALS

The academic goals listed here are the World's Best Workforce Goals typically reported in Arcadia's annual report. They were multi-year goals, set to last the length of the current contract. Arcadia achieved 100% of its goals in FY19 and FY20, but the impact of the COVID-19 pandemic did prevent the school from meeting all of its goals in FY21, and the same will be true when Arcadia reports on FY22, either because data is unavailable, like for the school's Achievement Gap goal, or because students' plans changed after the pandemic, as shown in our graduation rate.

Close the Achievement Gap(s) Between Student Groups

By the conclusion of FY22, for each reading and math, the Academic Achievement Rate for the Special Education Subgroup will be: [One-third of (100 - 2016 Special Education subgroup proficiency index)] + 2016 Special Education Subgroup Achievement Rate Goal

Rationale:

2016 Math Special Education Achievement Rate = 24.14

2016 Reading Special Education Achievement Rate = 48.28

Math $\frac{1}{3} (100 - 24.14) + 24.14 = 49.43$

Reading $\frac{1}{3} (100 - 48.28) + 48.28 = 65.52$

2018: Met

2019: Met

2020: Met

2021: No Data

Narrative from FY21: "It is unclear if we are on track or not on track. The data that we would typically use to determine whether or not we met this goal is not available in the Academic Roster due to the pandemic. Additionally, we were in hybrid learning when the MCAs took place, and the majority of students opted out of the test. Only 41.9% of eligible students took the test (26 out of 62 eligible), and only 7 of those 26 students qualified for special education services.

We would typically use data from the Academic Roster to determine our progress toward this goal, looking specifically at the special education subgroup. This data was not available this year.

We have purchased a new math curriculum for special education. Teachers are receiving instruction to use it as effectively as possible with special education students. We also have special education teachers co-teaching with general education math teachers to support students who are able to participate in general education math with some additional support."

All Students Career- and College-Ready by Graduation

Every year from 2017-2022, each student graduating from Arcadia will complete a proscribed Senior Project. Each student writes their own project-related smart goals with their project advisor. Each approved senior project includes a research paper with full references and a minimum of 15 pages, and a presentation of the project to the Arcadia community.

100% of students who graduated from Arcadia completed this requirement in 2017-2021.

2018: Met

2019: Met

2020: Met

2021: Met

Narrative from FY21: “We believe strongly in preparing our graduates for the future with critical thinking and communication skills. Project-based learning readily lends itself to career and college readiness, and the senior project demands that students demonstrate the skills they have developed over the course of their time at Arcadia. Seniors set SMART goals, ask and answer essential questions they determine in conjunction with their advisors, create a plan to manage their time, and then meet regularly with their advisors for guidance on the project and for feedback on their writing. Projects are measured against a rubric that includes content, time management, presentation and oral communication, writing and resources, and a student-created section directly relevant to the student's project. The teachers worked together to develop the rubric and continue to adjust it over time. Feedback from graduates indicates that this process effectively prepares them for college and career situations.”

All Students Graduate

100% of students who are on track to graduate in 2021 will graduate.

2018: 100% (Met)

2019: 100% (Met)

2020: 94.5% (Not Met according to MDE Report Card—later that summer, we did get to 100%)

2021: 90% (small sample size, so it's not reported on the MDE Report Card; 100% of students in this group will have graduated by the end of 2022)

Narrative from FY21: “The personal attention each student receives from their advisors in completing their senior year ensures that all students stay on track throughout the year and graduate. This strategy appears to be very effective, since we have consistently achieved a 100% graduation rate. However, distance learning and social isolation due to the pandemic had an impact on students' academic progress and mental health, even with regular contact and individualized feedback from advisors.”

Exhibit G
Arcadia Charter School Admissions Policy

105 ADMISSIONS POLICY

I. PURPOSE

The objective of this policy is to allow the school to operate at a full capacity of 126 students with an average of 18 students per grade. The director and board of directors may increase one or more grades' capacity by resolution and without changing this policy.

II. GENERAL STATEMENT OF POLICY

- A. In accordance with MN State law MS124d.10 Subd. 9 (Admission Requirements) all students who submit timely applications to Arcadia Charter School will be awarded places unless the number of applications exceeds the capacity of the program, class or grade level. In this case, all available places will be filled by lottery. Siblings of a currently enrolled student, or foster children of that student's family and children of staff members will have preference in admissions before accepting other students by lottery.
- B. Arcadia shall not discriminate against any student based on "race," color, ethnicity, sex, age, national origin, ancestry, religion or creed, status with regard to public assistance, sexual orientation, disability, intellectual ability, prior measures of achievement or aptitude, athletic ability, or for any other basis that would be unlawful for a public or charter school.

III. PROCEDURES

- A. Each year, the director, with staff input, will determine the advisory (classroom) number and enrollment sizes, keeping in mind age mix, facility space, and staffing.
- B. On the first business Monday of April, the director will oversee the completion of the lottery (if necessary). Each student will be assigned a lottery number in the order that they are drawn. Students from the list will then be admitted per grade until that grade is full (18) or there are no additional students on the waiting list for that grade.
- C. If a grade is not full by June 1st, additional students in any other grades may be admitted (above 18 but not exceeding 21) in order to maintain advisory enrollment as set by the director in keeping with the objective of maintaining full enrollment for the school (126).
- D. For purposes of student counts, returning 5th year seniors will count toward the 12th grade class total enrollment, but not count toward the school's total enrollment of 126 students.
- E. Students in full time PSEO will not count toward student enrollment.

- F. If any student, whether enrolled or on the waiting list, cancels their application or withdraws from Arcadia, they shall lose their place, with the exception of students entering a residential treatment and care facility, who have a right to return to the prior school of enrollment upon completing treatment. If they later re-apply, they shall be treated as a new student.
- G. All Applicants still on a waiting list at the beginning of the next enrollment period must submit a new application for enrollment and will be subject to the enrollment process described above. The waiting lists do not carry over from year to year.

Legal References: Minn. Stat. § 124e.11 (Admission Requirements)

Exhibit H

GOVERNANCE AND MANAGEMENT PLAN Arcadia Charter 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.

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 \$400,000 fund balance.

Exhibit I

ADMINISTRATION AND OPERATIONS PLAN Arcadia Charter 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 project-based curriculum is designed to meet Minnesota State Standards.

Business Manager

The Business Manager 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 Business Manager reports to the administrator and the Finance Committee of the Board of Directors.

Exhibit J

FINANCIAL MANAGEMENT PLAN Arcadia Charter School

The Board is trained in financial oversight. The Board treasurer and finance committee members receive additional training from the school's Business Manager 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 Treasurer reports at all Board meetings regarding the School's financial position, including current and forecast positions, and brings related recommendations from the Business Manager; (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 Business Manager 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.

**Arcadia Charter School
1719 Cannon Road
Northfield MN 55057
507-663-8806**

Authorizer: Northfield Public Schools

This signed agreement affirms my commitment as a member of the Arcadia Charter 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.

DocuSigned by:

Signature DB235FE972314C2...

Melanie Cashin

Printed Name

Chair

Board Position

4/29/2022

Date

08/2022

Date term expires

**Arcadia Charter School
1719 Cannon Road
Northfield MN 55057
507-663-8806**

Authorizer: Northfield Public Schools

This signed agreement affirms my commitment as a member of the Arcadia Charter 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.

DocuSigned by:

Signature

Barb Wornson

Printed Name

Vice-Chair

Board Position

5/3/2022

Date

08/2023

Date term expires

**Arcadia Charter School
1719 Cannon Road
Northfield MN 55057
507-663-8806**

Authorizer: Northfield Public Schools

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DocuSigned by:

Signature

Kathleen Schmidt

Printed Name

Secretary

Board Position

4/29/2022

Date

08/2024

Date term expires

**Arcadia Charter School
1719 Cannon Road
Northfield MN 55057
507-663-8806**

Authorizer: Northfield Public Schools

This signed agreement affirms my commitment as a member of the Arcadia Charter 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.

DocuSigned by:

524C8EB9F0E6476...
Signature

Tammy Prichard

Printed Name

Treasurer

Board Position

4/29/2022

Date

08/2023

Date term expires

**Arcadia Charter School
1719 Cannon Road
Northfield MN 55057
507-663-8806**

Authorizer: Northfield Public Schools

This signed agreement affirms my commitment as a member of the Arcadia Charter 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.

DocuSigned by:

Signature

Rachel Matney

Printed Name

Member

Board Position

4/29/2022

Date

08/2022

Date term expires

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Northfield MN 55057
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DocuSigned by:

Signature

Kirsten Zillmer

Printed Name

Member

Board Position

5/3/2022

Date

08/2022

Date term expires

**Arcadia Charter School
1719 Cannon Road
Northfield MN 55057
507-663-8806**

Authorizer: Northfield Public Schools

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DocuSigned by:

Signature

George Cusack

Printed Name

Member

Board Position

4/29/2022

Date

08/2022

Date term expires

**Arcadia Charter School
1719 Cannon Road
Northfield MN 55057
507-663-8806**

Authorizer: Northfield Public Schools

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DocuSigned by:

Signature F6A83DEA11C24E8...

Tamra Paulson

Printed Name

Member

Board Position

4/29/2022

Date

08/2024

Date term expires

**Arcadia Charter School
1719 Cannon Road
Northfield MN 55057
507-663-8806**

Authorizer: Northfield Public Schools

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DocuSigned by:

A280C7EC1DA54E6...
Signature

Tami Kasch-Flugum

Printed Name

Member

Board Position

4/29/2022

Date

08/2024

Date term expires

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

	___ Request file log (identifying file name, date transferred, school transferred).				
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Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
CHARTER SCHOOL RESPONSIBILITIES					
Organizational					
1	Establish School Board Committee for wind-up/transition ___ Designate School contact person(s) to send and receive communications. ___ Assign tasks/action items to employees or School Board members. ___ Provide contact information and list of employees/School Board members and correspondent responsibilities to the District.				
2	Terminate Contracts/Cancel Programs Beyond Termination Date Take appropriate action to terminate any contracts or cancel any programs extending beyond the charter termination.				
3	Reserve Funds				

	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.				
4	Maintain Communications and Identifiable Location 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>				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
5	Designation of Records Custodian ____ The school must designate a contact person for student and financial records for two years after closure. ____ Provide the District with a copy of the notice.				
Notifications and Further Actions					
6	Notification to Parents/Guardians Notify parents/guardians and employees of school regarding the closure of the School, if such notification has				

	<p>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>Final Report Cards and Student Records Notice</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>Transfer of Student Records and Testing Material</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,</p> <p>___ student health/immunization records</p> <p>___ attendance records</p> <p>___ grades</p> <p>___ assessments/testing information</p> <p>___ credits earned</p> <p>___ MARSS numbers, and</p> <p>___ all other student records.</p> <p>___ 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>				
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Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
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	<p>___ 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.</p>				
9	<p>Notification to School Districts/Area Schools</p> <p>Notify resident school district and area schools that:</p> <p>___ The school is closing on (date).</p> <p>___ They will be getting students.</p> <p>___ Provide a phone number/contact person to call for records.</p> <p>___ If applicable, notification regarding cessation and transportation services should be provided.</p> <p>___ Provide the District with a copy of the notice.</p>				
10	<p>Notification of Funding Sources / Charitable Partners</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>___ 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>___ 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>Notification of Contractors and Termination of Contracts</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>___ Notify the contractors regarding cessation of school operations.</p> <p>___ If applicable, instruct contractors to make arrangements to remove any contractor property from the</p>				

	School facility by a date certain e.g., copying machines, water coolers, other rented property.				
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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&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>Notify MDE/Schedule State Audit</p> <p>Notify Minnesota Department of Education and schedule MDE audit, as applicable.</p>				
13	<p>Notification of Employees and Benefit Providers</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.</p> <p>Employees should be notified of eligibility for Minnesota Unemployment Insurance pursuant to any applicable laws and</p>				
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Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	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.				
14	<p>Notification re: Transportation Services</p> <p>As required by the contractual notice requirements, cancel school district or private transportation services</p>				
15	<p>Notification Regarding Lawsuits</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>				
Assets, Insurance,					

Liquidation					
16	Withholding _____ Pay Federal withholding tax. _____ Pay State withholding tax.				
17	Payroll _____ 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	List of Creditors and Debtors: UCC Search _____ 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. _____ Perform a UCC search to determine if there are any secured creditors and to what assets security interests are attached. _____ 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	Notification to Creditors 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				

	<p>School's calculation of the debt and be reconciled between the parties.</p> <p>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.</p>				
20	<p>Notification to Debtors</p> <p>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.</p>				
21	<p>Reconciliation with District(s)</p> <p>The School must reconcile its billings and payments with the districts, including special education payments.</p>				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
22	<p>School Wind-Up Plan and Action</p> <p>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.</p> <p>___ The initial plan should be adopted within 20 days of and be updated at least twice per month.</p> <p>___ Termination of non-essential personnel and cancellation of non-essential services prior to end of classes.</p> <p>___ Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying,</p>				

	<p>and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments).</p> <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>Protection of Assets; Insurance</p> <p>The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <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
	___ Continue existing insurance for School Facility, and other assets until (1) disposal or transfer of real estate or termination of lease, and				

	<p>(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>D&O Insurance</p> <p>Maintain existing directors and officers liability (D&O) insurance, if any, until final dissolution of the School.</p>				
25	<p>Inventory</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>Liquidation of Assets</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</p>				

	purchased with federal grant funds may be given to other charter schools.				
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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>Interim / Final Statements</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 of debt of the School outstanding, including principal and accrued interest, as of the date of the interim report; and</p> <p>___ 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</p> <p>___ all income generated through sale or auction of assets and any other change in status of assets.</p> <p>The School will prepare and submit such statements at 30 day intervals until the final statement (below) is prepared and submitted.</p>				
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Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
28	<p>Final Statement</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</p> <p>___ each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and</p> <p>___ statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and</p>				

	<p>___ each remaining debtor of the School and the amounts owed by each debtor, including principal and accrued interest.</p> <p>___ This statement is in addition to the final Financial Statement Audit (below).</p>				
Corporate Records / Accounting					
29	<p>Final Financial External Audit</p> <p>The School must have an external audit performed in accordance with applicable law.</p> <p>___ File as requested by Minn. Statute 124E.16</p>				
30	<p>Charter Reports; Final Annual Report</p> <p>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.</p>				

Charter School Closure Plan

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

	<p>___ Notification to IRS regarding any address change of the School; and</p> <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>Minnesota Charitable Organization Report</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>Corporate Records</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>				
Dissolution / Final Distribution of Assets					
35	<p>Dissolution</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

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
36	<p>Final Distribution of Assets</p> <p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to 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					
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3					
4					
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7					
8					
9					
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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 the District.

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 generally 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: Arcadia Charter School

Name of Authorizer: Northfield Public Schools (District)

Date Current Contract Expires: June 30, 2022

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

Executive Summary: The District evaluates its charter schools in three primary areas:

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

The district has determined that Arcadia Charter School has met the standard necessary for renewal of the contract for an additional five years.

Arcadia's academic performance is successful and is on track for growth with its recent strategic planning process that centers the academic governance model around project-based learning. During the term of the previous contract, Arcadia successfully completed the majority of its World's Best Workforce goals. It has also outpaced the state average for the percentage of students proficient in reading and science on the Minnesota Comprehensive Assessments. Mathematics performance continues to be an area of growth for Arcadia.

The school has had satisfactory financial governance. It has received a clean audit, has increased its fund balance, has received the state's finance award regularly, and has a strong sense of financial governance segment of each school board meeting.

The school has satisfactorily met its legal obligations to the best of the authorizer's knowledge.

Academic Performance: Is the educational program a success?

The educational program has been a success. A comparison on the statewide Minnesota Comprehensive Assessment-III shows Arcadia to outperform the state average in reading and science during each year of the previous contract. While the school only outperformed the state average in one of the five years of the contract in mathematics, its commitment to the ongoing improvement of mathematics instruction is evident during site visits and discussions with the school's leadership

MCA-III Statewide Performance Comparison Percent Proficient						
	Reading		Mathematics		Science	
Year	Arcadia	Statewide	Arcadia	Statewide	Arcadia	Statewide
2021	83.9%	52.3%	37.5%	44%	69.2%	42.7%
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	73.9%	59.1%	60.0%	54.9%	51.6%	50.4%
2018	75.3%	59.8%	55.7%	57.0%	65.9%	51.7%
2017	80.3%	60.1%	55.9%	58.6%	57.1%	53.9%

The school has focused on the World's Best Workforce goals as its main

Close the Achievement Gap(s) Between Student Groups

According to the school's data, the school has met its goals in 2018, 2019, and 2020 for the reduction of the gap between the performance of special education students and overall student performance.

The school selects its special education population for its achievement gap goals due to its higher than average percentage of students who qualify for special education (30.7% at Arcadia vs. 16.9% in Minnesota.)

All Students Career and College Ready by Graduation

Arcadia uses an individualized senior project as outlined in Exhibit F as its metric for students to be career and college ready by graduation. The project is presented to the entire Arcadia community, providing an authentic opportunity to demonstrate their preparedness.

According to a review of Arcadia's school data, all students met this rigorous requirement during the contract period.

All Students Graduate

Arcadia students graduate at a rate that typically outpaces the state average.

Graduate Rate Comparison Minnesota State Report Card		
Year	Arcadia	Statewide
2021	90%*	83.3%
2020	94.7%	83.8%
2019	100%	83.7%
2018	100%	83.2%
2017	87.5%	82.7%
* 2021 data supply by Arcadia		

Academic Governance

The school has a comprehensive commitment to academic governance. The largest growth area has been its return to centering on a project-based approach to student learning. Arcadia has recently completed a strategic planning process that will ensure project-based learning is core to the school's academic governance model.

Fiscal Management: Is the organization efficient and well run?

External Audit

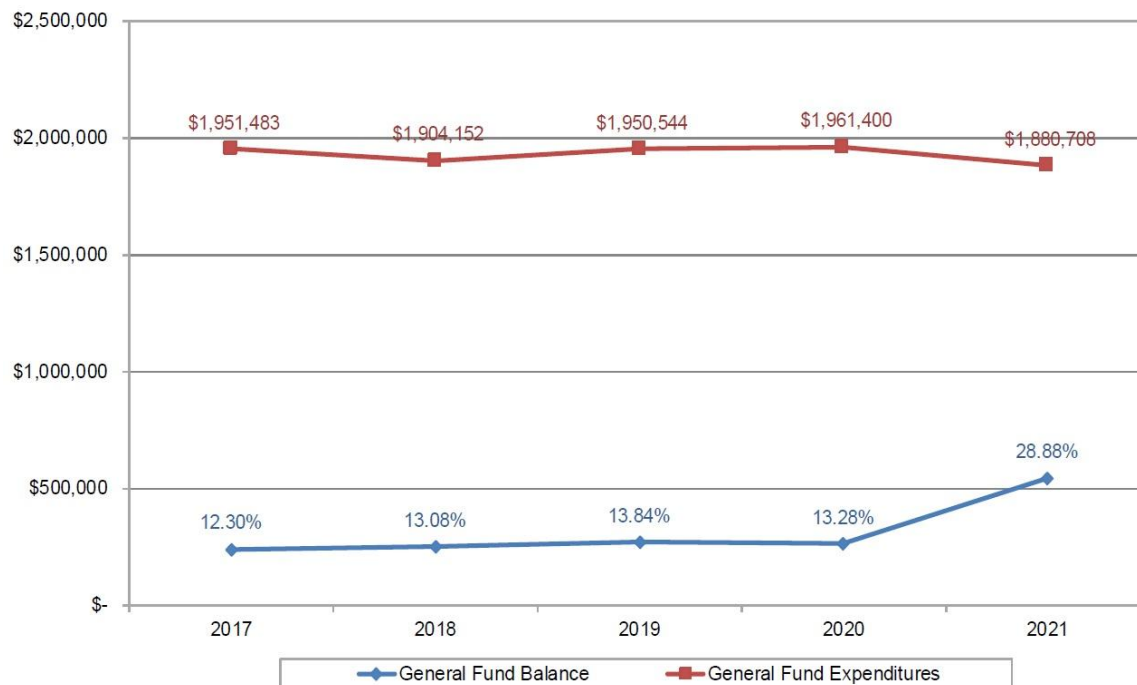
The latest audit was "clean" and had minimal findings.

State Finance Award

Arcadia was presented with the School Finance Award Recipients for Financial Reporting in each year of the contract.

Fund Balance

The school has done the hard work of ensuring a reasonable fund balance to guard against unanticipated expenses.



Financial Governance

The school board's minutes show a comprehensive commitment to financial oversight, with regular finance committee reports, status updates, and budget approvals. The main driver of the school's revenue, enrollment, is near capacity and the school anticipates it will continue to operate at near its 130 student capacity.

3. Operations and Legal Compliance: Is the school meeting its legal obligations?

The district believes that

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 C to the charter contract. Section 6.1 of the contract 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 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's 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. Arcadia 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, Arcadia 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.