

## FY 2021 Change in Authorizer Request Instructions

### Overview

This document provides instructions and forms for an approved authorizer to submit a change in authorizer (CIA) request to the commissioner of the Minnesota Department of Education (MDE). The request is submitted by the proposed new authorizer on behalf of a charter school. CIA requests are based on statutory requirements and reviewed against the terms and conditions set forth in an authorizer’s commissioner-approved authorizer application (AAA) or commissioner-approved authorizing plan (AAP).

Per [Minnesota Statutes, section 124E.10, subdivision 5](#):

*If the authorizer and the charter school board of directors mutually agree not to renew the contract, or if the governing board of an approved authorizer votes to withdraw as an approved authorizer for a reason unrelated to any cause under subdivision 4, a change in authorizers is allowed. The authorizer and the school board must jointly submit a written and signed letter of their intent to the commissioner to mutually not renew the contract. The authorizer that is a party to the existing contract must inform the proposed authorizer about the fiscal, operational, and student performance status of the school, including unmet contract outcomes and other outstanding contractual obligations. The charter contract between the proposed authorizer and the school must identify and provide a plan to address any outstanding obligations from the previous contract. The proposed authorizer must submit the proposed contract at least 105 business days before the end of the existing charter contract. The commissioner has 30 business days to review and make a determination on the change in authorizer. The proposed authorizer and the school have 15 business days to respond to the determination and address any issues identified by the commissioner. The commissioner must make a final determination no later than 45 business days before the end of the current charter contract. If the commissioner does not approve a change in authorizer, the school and the current authorizer may withdraw their letter of nonrenewal and enter into a new contract. If the commissioner does not approve a change in authorizer and the current authorizer and the school do not withdraw their letter and enter into a new contract, the school must be dissolved according to applicable law and the terms of the contract.*

### Timeline

CIA requests must be submitted according to the following statutory timeline. The timeline will be adjusted if a CIA request is submitted to MDE prior to the February 1, 2021 deadline.

| Action  | Statutory Timeline  | Due Date   |
|---|---|--|
| Last day for proposed authorizer to submit CIA request to MDE to authorize a transfer school beginning July 1, 2021 | At least 105 business days before the end of the existing charter contract      | <i>Monday, February 1, 2021 for a contract ending June 30, 2021</i>      |
| Commissioner’s determination of CIA request   | 30 business days after receipt of CIA request                                   | <i>Tuesday, March 16, 2021</i>   |
| Authorizer response to MDE to address any issues identified by the commissioner                                     | 15 business days  | <i>Tuesday, April 6, 2021</i>  |
| Commissioner to review and make a final determination   | No later than 45 business days before the end of the current charter contract   | <i>Tuesday, April 27, 2021</i>   |
| The authorizer shall submit a signed copy of the charter contract to the commissioner                               | Within 10 business days after the contract is signed by the contracting parties | <b><i>Friday, July 16, 2021 for a contract executed July 1, 2021</i></b> |

## Instructions

The authorizer must address the requirements listed below to submit a CIA request to MDE:

- Part A – Forms and Assurances
- Part B – Authorizer Summary
- Part C – Attachments
- Part D – Proposed Contract

In Overview:

- An approved authorizer must review and evaluate the school's change in authorizer (transfer) request according to the process articulated in its AAA/AAP prior to submitting a request to MDE.
- MDE will review only one change in authorizer request for a school at a time. If multiple requests for one school are submitted to MDE, the first request received will be the only request reviewed.
- As outlined in the [Minnesota Authorizer Performance Evaluation System \(MAPES\) Ratings and Outcomes document](#), an authorizer that receives an overall rating of Unsatisfactory or Approaching Satisfactory may be placed in corrective action status. While in corrective action authorizers do not have the authority to charter new schools, accept transfers or initiate expansion requests until an overall performance rating of Satisfactory is attained.

### Part A – Forms and Assurances (Forms 1-4)

# Change in Authorizer Cover Sheet – Form 1

Name of Proposed Authorizer: Volunteers of America - MN

Name of Charter School: Bluffview Montessori School

Name of Current Authorizer: Winona Area Public Schools

**Proposed Authorizer Main Contact Information:**

Stephanie Olsen, Manager  
VOA-MN Charter School Authorizing Program  
924 19th Avenue S., Minneapolis, MN 55404  
[solsen@voamn.org](mailto:solsen@voamn.org) / 612-270-1998

**Charter School Main Contact Information:**

Henry Schantzen, Head of School  
Bluffview Montessori School  
1321 Gilmore Avenue, Winona, MN 55987  
[hschantzen@bluffviewmontessori.org](mailto:hschantzen@bluffviewmontessori.org) / 507-452-2807

**Current Authorizer Main Contact Information:**

Karla Winter, Charter School Liaison  
Winona Public Schools  
903 Gilmore Avenue, Winona, MN 55987  
karla.winter@winona.k12.mn.us 507-494-0866

**Proposed Change in Authorizer Effective Date:** June 30, 2021

## Authorizer Evaluation Information – Form 2

Provide information for individuals employed, contracted or otherwise engaged by the proposed authorizer who reviewed, processed (e.g., data collection, review compilation) and made a formal decision on this change in authorizer request.

| Name             | Phone Number   | Email Address  | Role with Organization<br><small>(e.g., employee, contractor, board member)</small> | Role with Evaluation<br><small>(e.g., reviewer, processing, decision-maker)</small>  |
|------------------|----------------|--|---|--|
| Stephanie Olsen  | 612-270-1998   | <a href="mailto:solsen@voamn.org">solsen@voamn.org</a> | VOAMN Authorizing Program Manager   | Process facilitator<br><br>Confirm Reviewer Recommendation   |
| Shannon Peterson | (651) 464-0771 | speterson@mylila.org                                   | Executive Director, Lakes Intl Language Academy                                     | Contracted Application Peer Reviewer / Decision-Maker  |
| Tim Tydlacka     | (218) 722-7574 | ttydlacka@harborcityschool.org                         | Director, Harbor City Intl School   | Contracted Application Peer Reviewer / Decision-Maker  |
| Travis Okerlund  | (763) 428-1890 | TOkerlund@kcsmn.org                                    | Executive Director Kaleidoscope Charter School                                      | Contracted Application Peer Reviewer/ Decision-Maker   |
| Katie Perzel     | 763-252-4504   | kperzel@voamn.org                                      | VOA-MN Division Director  | Oversee work of Program Manager.<br><br>Meet with SPM to discuss the review process and outcome.<br>Confirm program compliance and recommendation. |

**Discuss any real, potential or perceived conflicts of interest between the school and its representatives** (e.g., school board members, school employees) and the proposed authorizing organization, including the individuals provided above. If any real, potential or perceived conflicts were identified, discuss how the conflicts were mitigated or otherwise addressed.

Per VOA-MN Authorizing Program protocol, Peer Reviewers were required to review the VOA-MN Authorizing Program COI Policy and sign the COI Form before their review could commence. No conflicts of interest were identified. VOA-MN employees also did not have a COI. (Page 29-33 of the August 2020 Authorizing Manual).

## Change in Authorizer Assurance and Certification – Form 3

Name of Proposed Authorizer: Volunteers of America - MN

Name of Charter School: Bluffview Montessori School

**The following assurance is made to the commissioner of the Minnesota Department of Education:**

The authorizer and charter school shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and provisions governing the authorization and operation of a charter school in Minnesota. If approved, the authorizer and charter school shall implement the change in authorizers according to the terms and conditions of the commissioner's approval of the change in authorizer request.

**Certification:** By signing below, we hereby agree to fully comply with the above assurance.

**Proposed Authorizer's Identified Official with Authority**

*(Provide the name, title, and signature of person with legal authority to certify on behalf of the authorizer.)*

Signature: 


Name: Stephanie Olsen

Title: Authorizing Program Manager

Date: December 15, 2020

**Charter School's Identified Official with Authority**

*(Provide the name, title, and signature of person with legal authority to certify on behalf of the charter school, usually the chair/president of the school's board of directors.)*

Signature: 

Name: Ann Marie Dunbar

Title: School Board Chair

Date: December 20, 2020

## Authorizer Assurances – Form 4

### Assurances for Charter Schools and Authorizers Relating to Leases with Sectarian Organizations and Other Matters Regarding the Accommodation of Religion in Public Schools

- I. I assure that Volunteers of America-MN (authorizer) will oversee Bluffview Montessori School's (charter school) compliance with Minn. Stat. § 124E.13, subd. 1 and Minn. Stat. § 124E.03, subd. 2(a), requiring that, if the school leases from a sectarian organization:
- a. The students will be screened from any religious activities occurring on the property.
  - b. The school will fully disclose the involvement of any school directors, administrators, or teachers in the sectarian organization.
  - c. The school will fully disclose any telephone or fax numbers, email addresses, employer identification numbers, and employees shared with the sectarian organization.
  - d. The school will fully identify and describe any activities by the sectarian organization in support of the school, including but not limited to fundraising, student recruitment, promotion, any claimed affiliation with your school and sponsorship of school programs or events.
- II. I assure that Volunteers of America-MN (authorizer) will oversee Bluffview Montessori School's (charter school) compliance with Minn. Stat § 124E.06, subd. 3(b):
- a. Requiring the maintenance of nonsectarian school facilities such that there are no religious texts, symbols, quotations, or objects displayed in school facilities on school days.
  - b. Requiring equal treatment of and access to all religions.
  - c. Requiring a policy allowing equal access to all groups for religious or other activities during non-instructional time and that such access otherwise complies with Minn. Stat. § 124E.06, subd. 3(b).
  - d. Removing itself from religious activities including recruiting employees, parents or other volunteers for such activities.
  - e. Requiring that, if instituted, a school dress code does not promote religion or particular religious customs and does not restrict opportunity to participate in school activities.
- III. I assure that Volunteers of America-MN (authorizer) will oversee Bluffview Montessori School's (charter school) compliance with Minn. Stat. § 124E.03, subd. 2, requiring that the food served satisfies applicable health and safety requirements, provides equal accommodations to all religions, and otherwise complies with applicable law.
- IV. I assure that Volunteers of America-MN (authorizer) will oversee Bluffview Montessori School's (charter school) with compliance with Minn. Stat. § 124E.03, subd. 5, and the state data practices law, including allowance for staff members to report unethical or fraudulent actions in the workplace.
- V. I assure that Volunteers of America-MN (authorizer) will oversee Bluffview Montessori School's (charter school) compliance with Minn. Stat. § 124E.11, requiring that if oversubscribed, a lottery be conducted for admission to the school that does not select students based on religious preference, and that the lottery otherwise complies with applicable law.

#### Proposed Authorizer's Identified Official with Authority



Signature: \_\_\_\_\_

Name: Stephanie Olsen

Title: Authorizing Program Manager

Date: December 20, 2020

## Part B – Authorizer Summary

### 1. Proposed Authorizer Capacity and Infrastructure

Explain how the approval to authorize this school is consistent with the “Capacity and Infrastructure” section of the authorizer’s AAA/AAP.

- In discussing how the addition of this school is consistent with the “Capacity and Infrastructure” section of the AAA/AAP, identify the commissioner-approved maximum portfolio size as well as the current portfolio size if this CIA request is approved.

In FY19, VOAMN had one school transfer to a different authorizer. VOA-MN currently authorizes 17 charter schools. When this CIA is approved, VOA-MN will return to 18 schools - the number of schools that have been in our Network for over a decade. With the current capacity, we had authorized 18 schools.

In our AAP, VOA-MN anticipated adding 1-2 schools per year starting in FY22 and extending through FY26 which would bring the number of schools up from 17 to 22-27 by FY26. This school transfer is consistent with that growth plan.

Furthermore, approving the BMS CIA request is consistent with our VOA-MN focus on “smart growth,” which is to expand our Network of high-performing operational charter schools. We recognize that BMS is a transfer school; however, the consistency comes with the school being a fully functional, high-performing school.

Furthermore, as VOA-MN continues to develop our peer collaboration initiatives (e.g., Charter Collaboration Center website, weekly peer-driven school leadership collaboration and professional development Zoom meetings, weekly peer-driven Special Education collaboration Zoom meetings, and latest school board leadership monthly collaboration and professional development Zoom meetings) those initiatives have a positive role in furthering our authorizing capacity. How? Because we have developed systems whereby our schools are now regularly engaging in meaningful discussions, sharing best practices and model school policies/procedures, and supporting one another to collectively be the best schools in Minnesota. BMS is already utilizing the benefits of being a VOA-MN authorized charter school, like regularly attending our weekly VOA-MN School Leader collaboration meetings and the relationship between BMS leadership and our other VOAMN school leaders has been developing very positive.

The core VOA-MN authorizing program team (Program Manager, School Academic Analyst, School Board Governance Analyst and School Financial Analyst) combined with our unique Network of well-connected, collaborative, diverse, highly experienced school leaders together are well-positioned to ensure that BMS successfully transitions into the VOAMN Network of charter schools and continues to thrive as a high-quality charter school serving the Winona area. BMS is already regularly attending our Friday morning voluntary VOA-MN charter school leaders’ meetings and acclimating well.

- Explain how the increase in the number of schools in the portfolio will impact the structure of the authorizing organization.

The addition of Bluffview Montessori School will not impact the “structure” of our authorizing program. However, capacity will be increased per our AAP (AAP A.7). *Independent contractor responsibilities (Academic Performance Analyst, Board Governance Analyst, and School Financial Analyst) - FTE and compensation are designed to increase concurrently with authorizer portfolio size. With the current school/FTE ratio of 17/1.75 we are able to extrapolate how many FTE would be needed to support a growth in school count as demonstrated in the table below:*

| FTE  | # of Schools | Calculation                | Fiscal Year |
|------|--------------|----------------------------|-------------|
| 1.75 | 17           | Current – base data        | FY 21       |
| 1.96 | 19           | $1.75 \times 19/17 = 1.96$ | FY 22       |
| 2.17 | 21           | $1.75 \times 21/17 = 2.17$ | FY 23       |
| 2.37 | 23           | $1.75 \times 23/17 = 2.37$ |             |
| 2.58 | 25           | $1.75 \times 25/17 = 2.58$ |             |
| 2.78 | 27           | $1.75 \times 27/17 = 2.78$ |             |

Due to the social interaction limitations attributable to the COVID Pandemic, the VOA-MN Authorizing Program has suspended the intake of new charter school applications this fiscal year (FY21). Therefore, we do not anticipate opening any *new* schools before the 2023-24 school year (FY24). This does not preclude us from accepting CIA applications in FY22 for charter contracts effective FY23.

## 2. Proposed Authorizer’s Review Process

Consistent with the AAA/AAP, describe the authorizer’s application and review process used to determine approval of this CIA request.

| MDE INSTRUCTION TIPS   | Included |
|--|----------|
| Provide a summary of <b>review process activities</b> conducted by the proposed authorizer (e.g., review activities, timeline/key dates, involvement of organizational leadership in process, final action). Include specific page number citation(s) from the AAA/AAP to demonstrate the review was consistent with approved plans.   | X        |
| Provide a <b>summary of data</b> , including quantitative results (e.g., scores, ratings, rankings) and qualitative results (e.g., evaluative comments, interview feedback, strengths and weaknesses) generated by the proposed authorizer’s review process.<br><b>REFER TO EXHIBIT A, B AND C.</b>  | X        |
| Identify how any known or identified weaknesses were specifically addressed during the review process. Provide a plan that addresses the weaknesses.<br><b>REFER TO EXHIBIT A, B AND C.</b>  | X        |
| Provide an analysis of the <b>review process results</b> that justifies approval of the CIA request and the charter contract term offered to the school. Per <a href="#">Minnesota Statutes, section 124E.10, subdivision 1(a)(11)</a> , “the term of the contract, which, [for] a contract with a new authorizer after a transfer of authorizers, may be up to five years, if warranted by the school's academic, financial, and operational performance.”<br><b>REFER TO EXHIBIT A, B AND C.</b> | X        |

### VOA-MN Review Process Activities Timeline:

- **August 27, 2020** BMS Letter of Intent Received by VOA-MN
- **Peer reviewers:** The Senior Program Manager (Stephanie Olsen) selected the following three “Peer Reviewers” for the BMS application:
  1. Shannon Peterson, Lakes International Language Academy
  2. Tim Tydlacka, Harbor City International School
  3. Travis Okerland, Kaleidoscope Charter School



- **August 31, 2020** All Peer Reviewer Conflict of Interest (COI) Forms had been returned to VOA-MN. No COI identified.
- **September 9, 2020** VOA-MN Peer Reviewers determine BMS has satisfactorily met the VOA-MN Letter of Intent criteria. The VOA-MN SPM sends BMS invitation to apply letter (Exhibit A)
- **October 6, 2020** VOA-MN receives the BMS Change of Authorizer Application.
- **October 21, 2020** VOA-MN sends BMS notification that the application desk review is completed. (Exhibit B)
- **October 26, 2020** VOA-MN peer reviewers conduct the application interview with BMS representatives. *(Due to the COVID Pandemic: the application interview occurred via Zoom and there was no site visit, but a virtual school tour was available online.)*
- **October 27, 2020** VOA-MN sends BMS notification that the BMS Change of Authorizer Application has been approved by VOA-MN. (Exhibit C)
- **January 26, 2021** VOA-MN submits CIA application to MDE

## VOAMN SCHOOL COA REQUEST ELIGIBILITY CRITERIA

VOA-MN is committed to authorizing high quality charter schools with proven results. VOA-MN only considers a change in authorizer application from charter schools that are able to adequately illustrate historically strong academic performance based on the state assessment system, strong history of compliance, and fiscal sustainability. If a charter school is not able to meet any of the three requirements listed below then they are not eligible to apply to VOA-MN for authorization.

### LETTER OF INTENT CONTENT DETERMINATION TABLE

| VOAMN CRITERION  | DETERMINATION        |
|--|----------------------|
| 1) Proof that the school has a fund balance of at least 15 percent in the last audited fiscal year as illustrated in its most recent financial audit. The school’s most recent audit is free of findings.  | <b>MET</b>           |
| 2) The school is meeting their primary statutory purpose to “increase all pupil learning and all student achievement.” The school demonstrates longitudinal growth on the state exams. The school is out-performing their local school district school with similar student demographics on the state exams. The school is meeting their present charter contract academic performance goals.<br><br><i>VOAMN COMMENTS ON PARTIALLY MET RATING: The BMS trendline for longitudinal growth on MCA exams generally has a positive slope with some occasional mixed results (not uncommon with schools). The school is out-performing comparison schools. The school is meeting the majority of their current contract goals. The schools is focused on continuous improvement on MCA exams. The school has an exemplary reputation as a high performing Montessori school.</i> | <b>PARTIALLY MET</b> |

|   |  |
|---|--|
| 3) Assurance that the school has been compliant with the majority of MDE reporting deadlines within the past two years.   | <b>MET</b>   |
| <b>ADDITIONAL LETTER OF INTENT ELEMENT REQUIREMENTS</b>   |  |
| Description of how the school’s mission and vision align with VOA-MN Authorizing Program mission and vision and why the school believes VOA-MN would be an appropriate authorizer for the school.   | <b>MET</b>   |
| Explanation of the school’s service-learning component in their education program or plans for developing one.  | <b>MET</b>   |
| Assurance that the school’s website is compliant with all statutory requirements.   | <b>MET</b>   |
| Letter of Mutual Agreement to terminate or not renew the charter contract. This must be a joint letter from both entities that is signed and dated by the authorizer and board chair.   | <b>MET/RECEIVED</b>  |
| The existing authorizer’s formal written evaluation of the school's performance. The evaluation must report on the academic, financial, operational, and student performance of the school during the present contract term. The evaluation must also identify any concerns or deficiencies discovered during the evaluation of the school. | <b>RECEIVED</b><br><i>No concerns identified by WAPS in the BMS evaluation</i> |

## B.II: Proposed Authorizer Review Process

### CLARIFICATION NEEDED (MDE Review Rubric Document page 1-2)

The table above confirms that the BMS Letter of Intent met the basic criteria to proceed to submit a Change of Authorizer application to VOA-MN.

During the implementation of the BMS transfer process, VOA-MN discovered that the VOA-MN MDE-Approved AAP did not have a “qualitative” reviewer rubric for the Letter of Intent. Therefore, a Reviewer Rubric for the Letter of Intent was developed and implemented. The new Letter of Intent Reviewer Rubric was modeled after the Change of Authorizer Application Reviewer Rubric, including the scale and scoring. *The reviewer comments and scores contained in EXHIBIT A reflect the creation of the new Letter of Intent Reviewer Rubric.*

Additionally, the “final scores” in the Application Review Rubric had to be amended because it was discovered that the “service learning” component was part of the *Letter of Intent* instructions, NOT the Change of Authorizer *Application* instructions. Therefore, the total points possible were reduced from 100 to 90 (stricken rubric section: ~~✓~~ **SERVICE LEARNING (10 pts)**).

VOAMN plans to update our AAP, specifically the Change of Authorizer Process section of our Authorizing Program Manual, to include the process improvements identified and corrected by VOA-MN during the BMS review. It is important to note that the revised process used during the BMS review **EXCEEDS** the requirements contained in the current MDE-approved VOA-MN AAP.

|   |   |
|---|---|
| <b>ADDITIONAL VOA-MN PROCESS REQUIREMENTS</b>   |   |
| Peer Reviewers selected by VOAMN Authorizing Program Senior Program Manager Stephanie Olsen | <b>YES:</b> Shannon Peterson (LILA)<br>Tim Tydlacka (HCIS)<br>Travis Okerland (KCS) |

|   |                            |
|---|----------------------------|
| Confirmation of no conflicts of interest within VOAMN Authorizing Program or Peer Reviewers   | <b>YES</b>                 |
| <i>NOTE: Per the VOA-MN AAP, there were no real or perceived conflicts of interest identified in this application review process. Each reviewer had to review the VOA-MN Conflict of Interest Policy and sign and return to the SPM the Conflict of Interest Declaration Form prior to commencing the application review and no conflicts were identified. (Page 29-33 of the August 2020 Authorizing Manual)</i> |                            |
| VOA-MN receives BMS Letter of Intent to Apply by September 15th   | <b>YES</b> August 27, 2020 |
| VOA-MN receives BMS Application by October 15th   | <b>YES</b> October 6, 2020 |

**VOA-MN Application Review Rating Scale:**

- **Satisfactory:** Strengths outweigh weaknesses. This rating applies to a response that contains a number of strengths. There are weaknesses, but, neither singly or collectively, are they likely to adversely impact the development and operation of a high-performing charter school.
- **Approaching Satisfactory:** Section contains strengths, but clarification / additional work is needed.
- **Unsatisfactory:** Major weaknesses outweigh any strengths. This rating applies to a response that contains a number of weaknesses that are likely to adversely impact the development and operation of a high-performing charter school.

**Point System:** Applicants must earn a base score of no less than 90/100 points (satisfactory rating in all categories). In a competitive process with multiple applicants, the applicant receiving the highest score will be approved.

| <b>VOA-MN APPLICATION CONTENT REQUIREMENTS</b>   |  |
|--|--|
| The following information <i>must</i> be included as part of a school’s Change in Authorizer Application.  |  |
| <b>REQUIRED DOCUMENTATION</b>  | <b>SUBMITTED<br/>YES / NO</b>  |
| Two most recent annual reports   | <b>YES</b><br>(via Google doc links)   |
| Two most recent financial audits   | <b>YES</b><br><br>(audits also examined by our<br>VOAMN Financial Analyst)             |
| Complete board meeting packets from February through June of the most recent fiscal year.  | <b>YES</b><br>(via Google doc links)   |
| Board roster which includes: member names, positions, group represented, election term, and an explanation of the expertise each member brings to the board. | <b>YES</b>   |
| Copy of the current board meeting calendar.  | <b>YES</b> (website link)  |
| Copy of the board meeting minutes from February through June of the most recent fiscal year.   | <b>YES</b> (website link)  |
| Previous and current year budget and year-to-date actuals  | <b>YES</b>   |
| Board’s director evaluation policy and process   | <b>YES</b>   |
| Four years of school academic longitudinal data based on the state exams (can be pulled from the MDE website).   | <b>YES</b><br><br>(data also examined by our<br>VOAMN Academic Performance<br>Analyst) |

**BMS APPLICATION PEER REVIEWER SCORES & COMMENTS (3 peers):**

|   |   |   |
|---|---|---|
| <b>I: EXECUTIVE SUMMARY (not scored)</b>  |   |   |
| <i>The executive summary provides a brief rationale for the desired change in authorizer and touches on the school's most compelling arguments for choosing VOAMN as their potential new authorizer</i> |   |   |
| <b>Reviewer: Shannon Peterson</b>   |   |   |
| Rating (mark with a "X")  |   | <b>Comments:</b> <i>The application contained a succinct summary of important points of the school's 53-year history.</i> |
| Satisfactory  | X |   |
| Unsatisfactory  |   |   |

|   |   |  |
|---|---|--|
| <b>I: EXECUTIVE SUMMARY (not scored)</b>  |   |  |
| <i>The executive summary provides a brief rationale for the desired change in authorizer and touches on the school's most compelling arguments for choosing VOAMN as their potential new authorizer</i> |   |  |
| <b>Reviewer: Tim Tydlacka</b>   |   |  |
| Rating (mark with a "X")  |   | <b>Comments:</b> <i>Rationale for choosing VOA-MN as an authorizer is clearly stated in the letter of intent, and it was also explained well in the peer review interview.</i> |
| Satisfactory  | X |  |
| Unsatisfactory  |   |  |

|   |   |   |
|---|---|---|
| <b>I: EXECUTIVE SUMMARY (not scored)</b>  |   |   |
| <i>The executive summary provides a brief rationale for the desired change in authorizer and touches on the school's most compelling arguments for choosing VOAMN as their potential new authorizer</i> |   |   |
| <b>Reviewer: Travis Okerland</b>  |   |   |
| Rating (mark with a "X")  |   | <b>Comments:</b> <i>BMS clearly states the need for a new authorizer and lays out how their philosophy aligns with VOAMN.</i> |
| Satisfactory  | X |   |
| Unsatisfactory (0 pts.)   |   |   |

|   |        |   |
|---|--------|---|
| <b>II. LEARNING PROGRAM (25 pts)</b>  |        |   |
| The applicant describes the guiding educational philosophy of the school. Information in this section includes an overview of the curricula, tools, methods and instructional techniques that support the educational philosophy. The applicant cites and explains research supporting these curricula, tools, techniques and methods support all pupil learning and all student achievement. This section includes a discussion of how the learning program aligns with the school's mission, vision, and goals. The section includes a description of the school's professional development plan. |        |   |
| <b>Reviewer: Shannon Peterson</b>   |        |   |
| Rating (mark with a "X")  |        | <b>Comments:</b> <i>Very clear and compelling overview of the methods and benefits of a Montessori education. The reviewer was initially unable to find the chart for several charts and was therefore uncertain if comparison school used for VOA standards was La Crescent Montessori or another school or district.</i><br><br><i>At the interview, peer reviewer saw chart keys and was also shown FastBridge test data from fall 2020 showing strong performance in Math, Reading, and Science. Together, these factors allayed any concerns about academics at Bluffview.</i> |
| Satisfactory (23-25 pts)  | X / 25 |   |
| Approaching Satisfactory (20-22)  |        |   |
| Unsatisfactory (0 pts.)   |        |   |

|   |        |   |
|---|--------|---|
| <b>II. LEARNING PROGRAM (25 pts)</b>  |        |   |
| The applicant describes the guiding educational philosophy of the school. Information in this section includes an overview of the curricula, tools, methods and instructional techniques that support the educational philosophy. The applicant cites and explains research supporting these curricula, tools, techniques and methods support all pupil learning and all student achievement. This section includes a discussion of how the learning program aligns with the school's mission, vision, and goals. The section includes a description of the school's professional development plan. |        |   |
| <b>Reviewer: Tim Tydlacka</b>   |        |   |
| Rating (mark with a "X")  |        | <i>Comments: The educational philosophy of the school is well described, with a good overview of curricula, tools, and methods and instructional techniques to support that philosophy. There are good allusions to the founder of Montessori philosophy, Dr. Maria Montessori and other allusions to supporting research. There is also adequate discussion of how the learning program aligns with the school's mission, vision, and goals.</i> |
| Satisfactory (23-25 pts)  | X / 25 |   |
| Approaching Satisfactory (20-22 pts)  |        |   |
| Unsatisfactory (0 pts.)   |        |   |

|   |        |   |
|---|--------|---|
| <b>II. LEARNING PROGRAM (25 pts)</b>  |        |   |
| The applicant describes the guiding educational philosophy of the school. Information in this section includes an overview of the curricula, tools, methods and instructional techniques that support the educational philosophy. The applicant cites and explains research supporting these curricula, tools, techniques and methods support all pupil learning and all student achievement. This section includes a discussion of how the learning program aligns with the school's mission, vision, and goals. The section includes a description of the school's professional development plan. |        |   |
| <b>Reviewer: Travis Okerland</b>  |        |   |
| Rating (mark with a "X")  |        | <i>Comments: The application and additional graphs presented during the interview provide clear evidence that the school is outperforming alternatives in the area and is committed to academic excellence.</i> |
| Satisfactory (23-25 pts)  | X / 25 |   |
| Approaching Satisfactory (20-22 pts)  |        |   |
| Unsatisfactory (0 pts.)   |        |   |

|  |        |  |
|--|--------|--|
| <b>III. FINANCIAL MANAGEMENT AND SUSTAINABILITY (20 pts)</b>   |        |  |
| The application demonstrates that the charter school has a history of sound school finances and policies in place to promote the school's financial sustainability. The applicant describes how the school board appropriately oversees the school's financials and explains the financial training the board members have received. The applicant describes how the school board is structured to ensure that a significant body of people have strong working knowledge of the school's financials (e.g. describe the board's committee structure and treasurer's involvement in oversight). |        |  |
| <b>Reviewer: Shannon Peterson</b>  |        |  |
| Rating (mark with a "X")   |        | <i>Comments: Reviewer finds school's financials to be in order, with a growing fund balance in preparation for future state holdbacks. Reviewer shares concerns for challenges of paying staff comparably to pay scales in Minnesota district schools, as mentioned in the application's cover letter. Nothing stood out in the financial documents pointing to the school's ability to meet that need. Financial representative at the interview further confirmed school's solid financial standing.</i> |
| Satisfactory (18-20 pts)   | X / 19 |  |
| Approaching Satisfactory (16-17 pts)   |        |  |
| Unsatisfactory (pts)   |        |  |

|  |        |   |
|--|--------|---|
| <b>III. FINANCIAL MANAGEMENT AND SUSTAINABILITY (20 pts)</b>   |        |   |
| The application demonstrates that the charter school has a history of sound school finances and policies in place to promote the school's financial sustainability. The applicant describes how the school board appropriately oversees the school's financials and explains the financial training the board members have received. The applicant describes how the school board is structured to ensure that a significant body of people have strong working knowledge of the school's financials (e.g. describe the board's committee structure and treasurer's involvement in oversight). |        |   |
| <b>Reviewer: Tim Tydlacka</b>  |        |   |
| Rating (mark with a "X")   |        | <i>Comments: The application demonstrates a history of sound school finances. The application clearly describes appropriate board of directors oversight of financial sustainability and gives a good job description for the Treasurer. BKDV is an excellent organization to work with. The application discusses MACS trainings and other financial trainings that make sure the board has a strong working knowledge of the school's financials.</i> |
| Satisfactory (18-20 pts)   | X / 20 |   |
| Approaching Satisfactory (16-17 pts)   |        |   |
| Unsatisfactory (pts)   |        |   |

|  |        |  |
|--|--------|--|
| <b>III. FINANCIAL MANAGEMENT AND SUSTAINABILITY (20 pts)</b>   |        |  |
| The application demonstrates that the charter school has a history of sound school finances and policies in place to promote the school's financial sustainability. The applicant describes how the school board appropriately oversees the school's financials and explains the financial training the board members have received. The applicant describes how the school board is structured to ensure that a significant body of people have strong working knowledge of the school's financials (e.g. describe the board's committee structure and treasurer's involvement in oversight). |        |  |
| <b>Reviewer: Travis Okerland</b>   |        |  |
| Rating (mark with a "X")   |        | <i>Comments: From the materials provided it is clear that BMS has not only annual fiscal responsibility, but also has a vision for maintaining long-term viability. This will be very important through the uncertain times ahead.</i> |
| Satisfactory (18-20 pts)   | X / 18 |  |
| Approaching Satisfactory (16-17 pts)   |        |  |
| Unsatisfactory   |        |  |

|   |        |  |
|---|--------|--|
| <b>IV. BOARD GOVERNANCE (20 pts)</b>  |        |  |
| The application describes the school's governance model (i.e. how is membership defined, board composition, etc.). The applicant explains how the school governance model provides quality oversight of the school. Board composition and school website is compliant with requirements set forth in state law. |        |  |
| <b>Reviewer: Shannon Peterson</b>   |        |  |
| Rating (mark with a "X")  |        | <i>Comments: Board training cycle is impressive. Excellent engagement of interested experts from Winona's university communities to round out the board.</i> |
| Satisfactory (18-20 pts)  | X / 20 |  |
| Approaching Satisfactory (16-17 pts)  |        |  |
| Unsatisfactory (0 pts)  |        |  |

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|---|--------|--|
| <b>IV. BOARD GOVERNANCE (20 pts)</b>  |        |  |
| The application describes the school's governance model (i.e. how is membership defined, board composition, etc.). The applicant explains how the school governance model provides quality oversight of the school. Board composition and school website is compliant with requirements set forth in state law. |        |  |
| <b>Reviewer: Tim Tydlacka</b>   |        |  |
| Rating (mark with a "X")  |        | <i>Comments: The school's governance model is clearly explained, and there are good background descriptions pointing out the</i> |
| Satisfactory (18-20 pts)  | X / 20 |  |
| Approaching Satisfactory (16-17 pts)  |        |  |

|                |  |   |
|----------------|--|---|
| Unsatisfactory |  | <i>qualifications and/or competency of each board member. The school also has a governance committee that is responsible for the board election process and oversees letters of employment.</i> |
|----------------|--|---|

|   |        |  |
|---|--------|--|
| <b>IV. BOARD GOVERNANCE (20 pts)</b>  |        |  |
| The application describes the school’s governance model (i.e. how is membership defined, board composition, etc.). The applicant explains how the school governance model provides quality oversight of the school. Board composition and school website is compliant with requirements set forth in state law. |        |  |
| <b>Reviewer: Travis Okerland</b>  |        |  |
| Rating (mark with a “X”)  |        | <i>Comments: BMS was able to communicate a clear structure for governance. They also clearly communicated the structures in place to continue to regularly review and assess their effectiveness in governance. The board appears to meet all of the requirements necessary for a successful charter school.</i> |
| Satisfactory (18-20 pts)  | X / 18 |  |
| Approaching Satisfactory (16-17 pts)  |        |  |
| Unsatisfactory (pts)  |        |  |

|  |        |  |
|--|--------|--|
| <b>V. SCHOOL MANAGEMENT &amp; OPERATIONS (15 pts)</b>  |        |  |
| The applicant describes the school’s leadership structure and explains how the structure supports both the learning program and effective operations of the school. Application includes a complete faculty roster with names, positions, and for classroom teachers their license number and assignment. The application provides an explanation of the school’s facility and includes a discussion of any changes that have occurred to improve the physical learning environment. |        |  |
| <b>Reviewer: Shannon Peterson</b>  |        |  |
| Rating (mark with a “X”)   |        | <i>Comments: Separation of duties between head of school and assistant head of school are clear. With few office staff and the related difficulties in segregation of duties and internal controls, Bluffview can be commended for ongoing clean audits.</i> |
| Satisfactory (14-15 pts)   | X / 15 |  |
| Approaching Satisfactory (12-13 pts)   |        |  |
| Unsatisfactory (0 pts)   |        |  |

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|--|--------|---|
| <b>V. SCHOOL MANAGEMENT &amp; OPERATIONS (15 pts)</b>  |        |   |
| The applicant describes the school’s leadership structure and explains how the structure supports both the learning program and effective operations of the school. Application includes a complete faculty roster with names, positions, and for classroom teachers their license number and assignment. The application provides an explanation of the school’s facility and includes a discussion of any changes that have occurred to improve the physical learning environment. |        |   |
| <b>Reviewer: Tim Tydlacka</b>  |        |   |
| Rating (mark with a “X”)   |        | <i>Comments: The school’s leadership structure is well explained, and job descriptions of school leaders are clear. There is also a good description of the school’s facility, compete with virtual tour on the school website.</i> |
| Satisfactory (14-15 pts)   | X / 15 |   |
| Approaching Satisfactory (12-13 pts)   |        |   |
| Unsatisfactory (0 pts)   |        |   |

|  |  |  |
|--|--|--|
| <b>V. SCHOOL MANAGEMENT &amp; OPERATIONS (15 pts)</b>  |  |  |
| The applicant describes the school’s leadership structure and explains how the structure supports both the learning program and effective operations of the school. Application includes a complete faculty roster with names, positions, and for classroom teachers their license number and assignment. The application provides an explanation of the school’s facility and includes a discussion of any changes that have occurred to improve the physical learning environment. |  |  |
| <b>Reviewer: Travis Okerland</b>   |  |  |

|                                      |        |  |
|--------------------------------------|--------|--|
| Rating (mark with a "X")             |        | <i>Comments: BMS clearly communicated the management structure of their organization. The structures in place appear to be very consistent with structures that are in place for many of the most successful charter schools in the state.</i> |
| Satisfactory (14-15 pts)             | X / 14 |  |
| Approaching Satisfactory (12-13 pts) |        |  |
| Unsatisfactory (0 pts)               |        |  |

|  |        |  |
|--|--------|--|
| <b>VII: APPLICANT INTERVIEW (10 pts.)</b>  |        |  |
| Applicants demonstrate a thorough knowledge of their expansion application. Individuals participating in the interview are able to articulate their expertise and corresponding contributions to the proposed expansion of the school. |        |  |
| <b>Reviewer: Shannon Peterson</b>  |        |  |
| Rating (mark with a "X")   |        | <i>Comments. Well done interview, with all questions answered and concerns addressed. This reviewer looks forward to having Bluffview join the VOA network, to learn from them about their hybrid Montessori model used in grades 7 and 8 as well as to learn more about their funding plans using a donation campaign to fund an endowment and other ideas for paying teachers competitively with district schools. Reviewer feels Bluffview will be a welcomed addition to the VOA-MN school leadership collaboration.</i> |
| Satisfactory (9-10 pts)  | X / 10 |  |
| Unsatisfactory (under 9 pts.)  |        |  |
|  |        |  |
| <b>FINAL DETERMINATION</b>   |        |  |
| Final Reviewer Score   | 89/90  |  |
| <b>Recommendation: <u>X</u> Approve</b>  |        |  |

|  |        |   |
|--|--------|---|
| <b>VII: APPLICANT INTERVIEW (10 pts.)</b>  |        |   |
| Applicants demonstrate a thorough knowledge of their expansion application. Individuals participating in the interview are able to articulate their expertise and corresponding contributions to the proposed expansion of the school. |        |   |
| <b>Reviewer: Tim Tydlacka</b>  |        |   |
| Rating (mark with a "X")   |        | <i>Comments: The applicants demonstrated a clear and thorough knowledge of the change of authorizer application. All participants in the interview expressed a competent and sincere knowledge of the learning program and financial operations of the school. The applying school will make a great addition to the collaborative VOA-MN Charter School Network.</i> |
| Satisfactory (9-10 pts)  | X / 10 |   |
| Unsatisfactory (under 9 pts.)  |        |   |
|  |        |   |
| <b>FINAL DETERMINATION</b>   |        |   |
| Final Reviewer Score   | 90/90  |   |
| <b>Recommendation: <u>X</u> Approve</b>  |        |   |

|  |        |   |
|--|--------|---|
| <b>VII: APPLICANT INTERVIEW (10 pts.)</b>  |        |   |
| Applicants demonstrate a thorough knowledge of their expansion application. Individuals participating in the interview are able to articulate their expertise and corresponding contributions to the proposed expansion of the school. |        |   |
| <b>Reviewer: Travis Okerland</b>   |        |   |
| Rating (mark with a "X")   |        | <i>Comments: BMS representatives clearly communicated a deep and thorough understanding their current situation and the agreement they would be entering into with authorizer VOA-MN.</i> |
| Satisfactory (9-10 pts)  | X / 10 |   |
| Unsatisfactory (under 9 pts.)  |        |   |
|  |        |   |
| <b>FINAL DETERMINATION</b>   |        |   |
| Final Reviewer Score   | 85/ 90 |   |



Recommendation:  X  Approve

**OVERALL PEER REVIEWER RATINGS: Satisfactory** (all categories and all reviewers)

Reviewer 1 (SP): Approve change of authorizer request.

Reviewer 1 (TT): Approve change of authorizer request.

Reviewer 3 (TO): Approve change of authorizer request.

**PROPOSED CHARTER CONTRACT LENGTH: 5 YEARS.** The Contract length determination based on the school earning a satisfactory (highest) rating in all categories of the application by all three reviewers. The fiscal and operational (governance and management) performance of the school is strong. The school offers a strong, well-defined academic program (Montessori) with an ambition of continuous improvement, especially performance on the state exams. The present authorizer indicated that BMS was meeting all of the school performance expectations contained in their charter contract (attachment 2 – current authorizer evaluation).

## **Part C – Attachments**

Attachment 1 – The charter school and its current authorizer must jointly submit to the commissioner a written and signed letter of their intent to mutually not renew the contract. Attach a copy of the signed letter.



## SUPERINTENDENT OF SCHOOLS

903 Gilmore Avenue Winona MN 55987  
507/494-0861 Fax: 507/494-0863

September 4, 2020

Commissioner Mary Cathryn Ricker  
Minnesota Department of Education  
1500 Highway 36 West  
Roseville, MN 55113

Dear Commissioner Ricker:

The Winona Area Public Schools (WAPS) has been the authorizer of Bluffview Montessori School located in Winona, Minnesota, since 1993. The charter contract between WAPS and Bluffview Montessori School will be terminated as of June 30, 2021, because WAPS will no longer serve as a charter school authorizer.

*Minnesota Statutes 124E.10, Subd. 5. Mutual nonrenewal. If the authorizer and the charter school board of directors mutually agree not to renew the contract, or if the governing board of an approved authorizer votes to withdraw as an approved authorizer for a reason unrelated to any cause under subdivision 4, a change in authorizers is allowed. The authorizer and the school board must jointly submit a written and signed letter of their intent to the commissioner to mutually not renew the contract.*

This letter serves as notification that Bluffview Montessori School and Winona Area Public Schools mutually agree to officially end their authorizer-school relationship as of June 30, 2021. Bluffview Montessori School is in good standing with authorizer WAPS. The Volunteers of America – Minnesota is the anticipated new authorizer of Bluffview Montessori School. The WAPS will provide the VOA-MN authorizing program with the final, or most recent, evaluation of the governance, financial and academic performance status of the school required in state statute.

Thank you for your consideration of the change of authorizer request by Bluffview Montessori School. Please do not hesitate to contact Winona Area Public Schools if you have any questions.

Sincerely,

Dr. Annette K. Freiheit, Superintendent  
Winona Area Public Schools  
903 Gilmore Avenue  
Winona, MN 55987

Ann-Marie Dunbar, Board Chair  
Bluffview Montessori School  
1321 Gilmore Avenue  
Winona, MN 55987

**Attachment 2 – A copy of the current authorizer’s evaluation report that informs the proposed authorizer about the fiscal, operational and student performance status of the school, including unmet contract outcomes and th outstanding contractual obligations. Attach a copy of the signed letter labeled Attachment 2.**

## **Winona Area Public Schools (WAPS)**

### **Authorizer School Quality Evaluation**

**CHARTER SCHOOL:** Bluffview Montessori School

**CONTRACT TERM:** 2017-2021

**REPORT PURPOSE:** This report was produced by the authorizer of Bluffview Montessori School in compliance with Minnesota Statutes:

§ 124E.10, Subd. 3 (Review and Comment), which requires an authorizer to conduct a formal evaluation and report on the performance of a charter school before a charter school's contract is renewed for another contract term. And

§ 124E.10, Subd. 10 (Mutual Nonrenewal), which requires the authorizer that is a party to the existing contract (WAPS) to inform the proposed authorizer about the fiscal, operational, and student performance status of the school, including unmet contract outcomes and other outstanding contractual obligations.

Head of School: Henry Schantzen, [hschantzen@bluffviewmontessori.org](mailto:hschantzen@bluffviewmontessori.org)  
School Address: 1321 Gilmore Avenue, Winona, MN 55987  
School Phone Number: (507) 452-2807  
School Website: <https://www.bluffviewmontessori.org/>

**School Description:** Bluffview Montessori School follows the teaching methods and philosophy of Dr. Maria Montessori. Children attend classes in mixed age learning environments. First through third grade students learn together in our Lower Elementary (E1) program. Our Upper Elementary (E2) program includes fourth through sixth grade students, and seventh and eighth grade students learn together in our Erdkinder program (junior high).

**BMS Vision:** Empowered learners unfolding their full potential as whole and unique persons in a global community.

**BMS Mission:** Bluffview Montessori School empowers self-directed learning through a materials-based Montessori curriculum that encourages independence and natural curiosity. Bluffview cultivates learners' deep respect for self, community, and a peaceful environment, while nourishing the intrinsic desire for academic, civic, and personal fulfillment.

#### **This evaluation addresses three areas: fiscal, operational, and student performance**

Indicators are listed below, with brief commentary on how a school might demonstrate whether the indicator was met.

#### **School Wide Educational Performance Indicators**

- A. The school adheres to the academic program described in its state-approved charter application and charter contract.**

Yes  No  Not sure

Comments: The American Montessori Society (AMS) recognizes five core components as critical to high-fidelity implementation of the Montessori method. Bluffview implements all five of them: Trained Montessori teachers; Multi-age classrooms; Didactic Montessori materials; Child directed work; Uninterrupted work periods.

Each classroom has a lead teacher and teaching assistant. Within the Montessori environment, teachers present lessons, but most of the student's education is introduced on an individual level using manipulative Montessori materials. The curriculum is divided into five main areas: language arts, mathematics, geometry, cultural studies (science and history) and geography. These subjects are often integrated with one another. Art, music (instrumental and vocal), and physical education are taught by teachers certified in those specialty areas. Bluffview Montessori School also operates a library and media center, and provides special education and student health services.

**B. Part One: Annual results of student achievement in mathematics and reading show regular and consistent increases in student performance with rates of change equal to or greater than other entities such as the state, the nation, or regional schools with similar demographics.**

Yes  No  Not sure

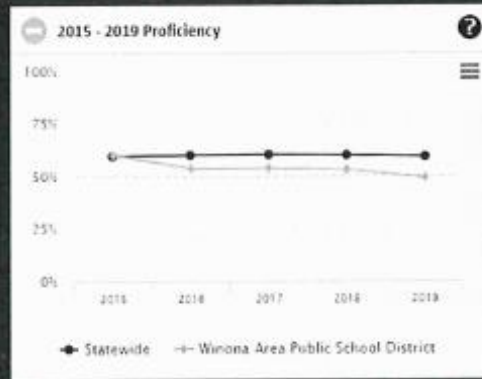
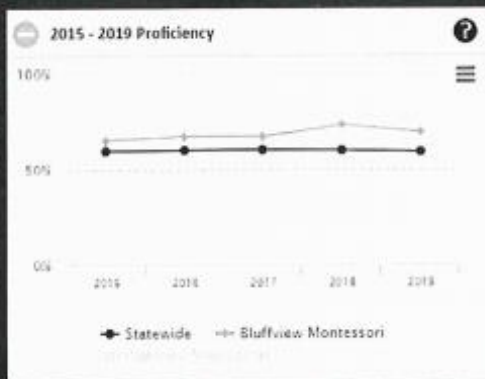
**Part Two: Reported growth measures of student achievement in mathematics and reading indicate students performing on grade level are making at least one year's expected growth when receiving one year of opportunity to learn and struggling students are making accelerated growth when receiving one year of opportunity to learn.**

Yes  No  Not sure

Comments: The tables below apply to Item B, parts 1-2. The school is meeting their primary statutory purpose to "increase all pupil learning and all student achievement." The school demonstrates longitudinal growth on the state exams. Approximately 80 percent of the students who graduate from Bluffview Montessori School make the honor roll in their freshman year of high school. (calculated that number by examining the high school honor rolls at two local high schools, Winona Senior High School and Cotter High School, over four years.) Bluffview Montessori students also typically do as well or better than other area schools on standardized tests such as the Minnesota Comprehensive Assessments (MCA-II). These results are provided mainly to show that Montessori students are well-prepared for a more conventional academic environment.

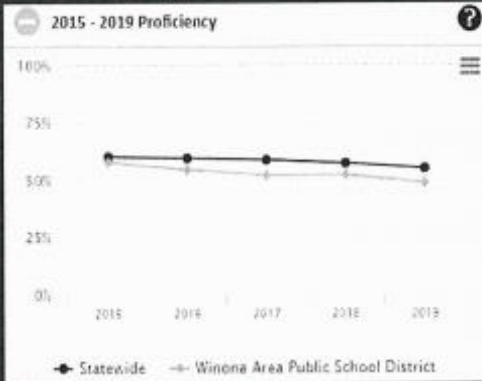
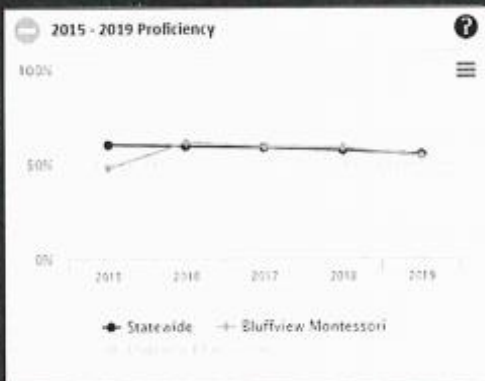
## MCA 2018-19 Reading

BMS: 69.6% Statewide: 59.2% WAPS: 49.2%



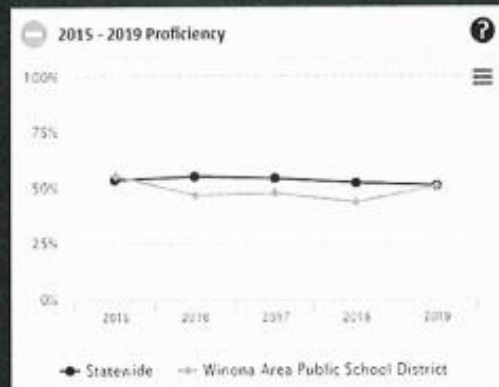
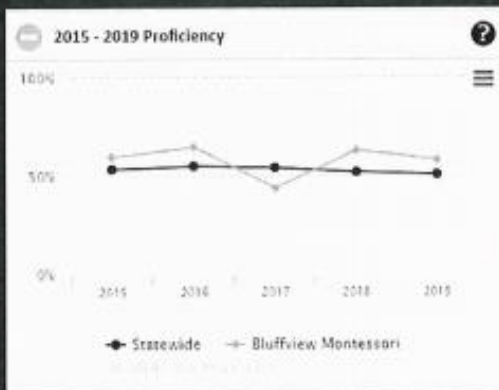
## MCA 2018-19 Math

BMS: 54.1% Statewide: 55% WAPS: 48.6%



# MCA 2018-19 Science

BMS: 58.1% Statewide: 50.7% WAPS: 50.5%



C. School is meeting their charter contract-specific goals  Yes  No  Not sure  
 Comments:

## D. General comments on educational program and performance:

Bluffview Montessori School follows the teaching methods and philosophy of Dr. Maria Montessori. Children attend classes in mixed age learning environments. First through third grade students learn together in our Lower Elementary (E1) program. Our Upper Elementary (E2) program includes fourth through sixth grade students, and seventh and eighth grade students learn together in our Erdkinder program (junior high).

Each classroom has a lead teacher and teaching assistant. Within the Montessori environment, teachers present lessons, but most of the student's education is introduced on an individual level using manipulative Montessori materials. The curriculum is divided into five main areas: language arts, mathematics, geometry, cultural studies (science and history) and geography. These subjects are often integrated with one another. Art, music (instrumental and vocal), and physical education are taught by teachers certified in those specialty areas. Bluffview Montessori School also operates a library and media center, and provides special education and student health services.

## 2020 Student Enrollment Demographics (source: MN Report Card)

|                           |       |
|---------------------------|-------|
| English learner           | 0.9%  |
| Special education         | 10.4% |
| Free/Reduced-Price meals  | 27.4% |
| Hispanic or Latino        | 3.3%  |
| Asian                     | 1.4%  |
| Black or African-American | 0.5%  |
| White                     | 85.8% |
| Two or more races         | 9.0%  |



**Official School Board Roster: July 1, 2020- June 30, 2021**

| Member Name        | Board Position               | Election Date<br>Date Seated<br>Term Expiration                                      | E-Mail Address   |
|--------------------|------------------------------|--|--|
| Erich Lippman      | Parent Member<br>Secretary   | May 20, 2015<br>July 1, 2015-June 30, 2018<br>July 1, 2018-June 30, 2021             | <a href="mailto:elippman@bluffviewmontessori.org">elippman@bluffviewmontessori.org</a>         |
| Molly Leifeld      | Teacher Member<br>Vice Chair | May 20, 2015<br>July 1, 2015-June 30, 2018<br>July 1, 2018-June 30, 2021             | <a href="mailto:mleifeld@bluffviewmontessori.org">mleifeld@bluffviewmontessori.org</a>         |
| Ann Marie Dunbar   | Parent Member<br>Chair       | Appointed Sept. 15, 2016<br>July 1, 2017-June 30, 2020<br>July 1, 2020-June 30, 2023 | <a href="mailto:adunbar@bluffviewmontessori.org">adunbar@bluffviewmontessori.org</a>           |
| Katie Kinneberg    | Teacher Member<br>Treasurer  | May 23, 2013<br>July 1, 2016-June 30, 2019<br>July 1, 2019-June 30, 2022             | <a href="mailto:kkinneberg@bluffviewmontessori.org">kkinneberg@bluffviewmontessori.org</a>     |
| Meghan Booth       | Teacher Member               | Appointed September 18, 2019<br>July 1, 2020-June 30, 2023                           | <a href="mailto:mbooth@bluffviewmontessori.org">mbooth@bluffviewmontessori.org</a>             |
| Shelly Merchlewitz | Teacher Member               | Appointed September 18, 2019<br>July 1, 2020-June 30, 2023                           | <a href="mailto:smerchlewitz@bluffviewmontessori.org">smerchlewitz@bluffviewmontessori.org</a> |
| Daniel Kirk        | Community Member             | Appointed April 15, 2020<br>July 1, 2020-June 30, 2023                               | <a href="mailto:dkirk@bluffviewmontessori.org">dkirk@bluffviewmontessori.org</a>               |

**A. The Charter School Board is organized consistent with state law and follows good governance practices including:**

- No conflicts of interest for any members;
- Compliance with the Minnesota Open Meeting Law;
- Adheres to the school's by-laws;
- Adopting required policies; and
- Developing a strategic plan (optional).

Yes    No    Not sure

Comments: The school has a seven-member board of directors. Board composition meets legal requirements, including a minimum of one parent, one Minnesota licensed teacher employed as a teacher at the school, and one community member. The board currently meets on the third Wednesday of each month at 6:00 p.m. and calendar is available to the public:

<https://www.bluffviewmontessori.org/school-board/board-meeting-schedule/>

Board meeting minutes and required policies are contained on the school website:

<https://www.bluffviewmontessori.org/school-board/board-meeting-documents/>



**B. The Board meetings are conducted following parliamentary procedure including a published agenda, minutes of previous meetings, and a defined meeting process.**

Yes  No  Not sure

Comments: Board meeting agenda and corresponding materials are contained on the school website. Materials include meeting minutes, financials and evidence of ongoing policy review.  
<https://www.bluffviewmontessori.org/2019-2020/>

**C. The Board makes key school decisions including:**

- Setting policies of the school;
- Setting performance expectations consistent with the contract with the authorizer
- Adopting an annual budget and monitoring/reviewing the budget regularly;
- Approving all expenditures;
- Reviewing and accepting the annual audit;
- Reviewing school academic performance regularly;
- Reviewing the annual report;
- Reviewing the performance of the school's lead administrator at least annually.

Yes  No  Not sure

Comments: Required school board policies and reports are contained on the website, including Annual/WBWF Reports, Financial Audits, and long range budget.

**D. Appropriate management by school leadership are reflected in a variety of summary data including:**

- Staff qualifications/licensure compliant with state requirements;
- Employment process is compliant with state and federal laws;
- Staff assignments and turnover reasonable;
- Enrollment process implemented with fidelity and projections are reasonable;
- Transportation system functioning well;
- State reporting completed accurately and timely; viii) Board policies implemented; and
- Appropriate insurance acquired and maintained.

Yes  No  Not sure

Comments: School policies applicable to this section are contained on the school website at:  
<https://www.bluffviewmontessori.org/school-board/policies/>.

**E. The school complies with state and federal standards for civil rights, health/safety/welfare, special education, English Language Learners, discipline, food/nutrition, student performance accountability, and audits including:**

- Non-discrimination laws followed;
- Health and safety laws adhered to.
- State testing and accountability requirements implemented with fidelity; and

- Special populations such as students with disabilities and English Language Learners are appropriately served.

Yes  No  Not sure

Comments: School policies applicable to this section are contained on the school website at: <https://www.bluffviewmontessori.org/school-board/policies/>.

F. Teacher evaluation and leadership evaluation indicates strong focus on improving instruction.

Comments: Teachers in the first years of employment will have three formal observations with their summative evaluator throughout the year. They develop yearly and individual plans, set learning goals and submit final assessments for approval. After the observations, there is a post conference and notes that are taken and documented. Students are asked to complete a survey regarding their teachers, while looking at student growth goals.

Yes  No  Not sure

G. Facilities are appropriate and adequate including

- The school has adequate space.
- The implementation of lease provisions.

Yes  No  Not sure

Comments: The school has a building affiliated building corporation. The school website contains the required information including: the LLC name, mailing address, bylaws, minutes of board meetings, and names of the current board of directors of the affiliated nonprofit building corporation. LLC

Name: BMS Building Corporation

Address: 1321 Gilmore Ave, Winona MN, 55987

**Finance Performance Indicators**

- A. The school has a budget approved by its Board; the budget is being followed or amended when necessary based on student enrollment changes or other appropriate reasons. The school finances are appropriately managed as evidenced by the audit and monthly reports.

Yes  No  Not sure

Comments: The school contracts with BergenKDV for financial services. BergenKDV prepares monthly financial reports which are regularly reviewed at board meetings. Monthly financials and the BMS Long Range Budget Plan is available on the school website:

<https://www.bluffviewmontessori.org/school-board/long-range-budget/>

- B. State finance reports are filed appropriately and on time.

Yes  No  Not sure

Comments: To the best of the authorizer's knowledge.

C. The school audit contains no material findings.

Yes  No  Not sure

Comments: School most recent audit (FY18) is contained on the school website at <https://www.bluffviewmontessori.org/school-board/annual-budget/> The audit company for BMS is CliftonLarsonAllen. The auditor issued what is known as a "clean" audit report.

The Audit Executive Summary Noted:

*The School's General Fund experienced an increase in fund balance during fiscal 2017-18 of \$83,945 ending at \$680,531 as of June 30, 2018. We recommend that a charter school develop a long-range plan which develops and maintains a target fund balance that is at least 20% to 25% of annual expenditures. **The ending fund balance at June 30, 2018, for Bluffview Montessori School represents 31.09% of expenditures incurred for the year and is an important aspect in the School's financial wellbeing since a healthy fund balance represents things such as cashflow, as a cushion against unanticipated expenditures, enrollment declines, state aid metering changes, funding deficiencies and aid prorations at the state level and similar problems.***

*REPORT CONCLUSIONS: Bluffview Montessori School is meeting the terms and conditions of their charter contract with Winona Area Public Schools and the authorizer verifies that there are no unmet contract outcomes or other outstanding contractual obligations.*

Yes  No

Report filed by: Karla Winter (print name)

Date: 9/3/20

Phone Number: 507. 494. 0866

Email Address Karla.Winter@winona.k12.mn.us

## Part D – Proposed Contract

Two critical aspects of an authorizer’s oversight work are establishing the performance contract with a charter school and deciding whether or not to renew that contract. The charter contract is the cornerstone of the charter school model, as it articulates and safeguards the rights and responsibilities of both parties.

Provide the proposed contract (i.e., draft contract) with the charter school that addresses all required statutory contract provisions provided in [Minnesota Statutes, section 124E.10, subdivisions 1, 3, and 5](#). Required contract provisions are provided below. Additional guidance is available in the Charter Contract Guidance document found on the [Authorizer Resources page of MDE’s Charter Schools website](#).

### **Statutory Contract Provisions**

A charter contract must be in writing and contain at least the following elements listed below. Please note that element 8 does not apply to CIA contracts.

1. A declaration that the charter school will carry out the primary purpose in [section 124E.01, subdivision 1](#), and indicate how the school will report its implementation of the primary purpose to its authorizer;
2. A declaration of the additional purpose or purposes in [section 124E.01, subdivision 1](#), that the school intends to carry out and indicate how the school will report its implementation of those purposes to its authorizer;
3. A description of the school program and the specific academic and nonacademic outcomes that pupils must achieve;  
(Note: A charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school students, including world's best workforce goals under [section 120B.11](#), subdivision 1. In the absence of the commissioner's requirements governing state standards and benchmarks, the school must meet the outcomes contained in the contract with the authorizer. The achievement levels of the outcomes contained in the contract may exceed the achievement levels of any outcomes adopted by the commissioner for public school students.)
4. A statement of admission policies and procedures;
5. A school governance, management and administration plan;
6. Signed agreements from charter school board members to comply with the federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools; **(will be submitted with the signed contract after MDE approves the change in authorizer)**
7. The criteria, processes and procedures the authorizer will use to monitor and evaluate fiscal, operational and academic performance, consistent with [Minnesota Statutes, section 124E.10, subdivision 3](#);
8. *(Not applicable for a change in authorizer contract)* For contract renewal, the formal written performance evaluation that is a prerequisite for reviewing a charter contract under Subdivision 3;

Types and amounts of insurance liability coverage the charter school must obtain, consistent with [section 124E.03, subdivision 2\(d\)](#);

Consistent with [section 124E.09\(d\)](#), a provision to indemnify and hold harmless from any suit, claim or liability arising from any charter school operation: (i) the authorizer and its officers, agents and employees; and (ii) notwithstanding [section 3.736](#), the commissioner and department officers, agents and employees;

The term of the contract, which, for an initial contract, may be up to five years plus a preoperational planning period, or for a renewed contract or a contract with a new authorizer after a transfer of authorizers, may be up to five years, if warranted by the school's academic, financial and operational performance;

How the charter school board of directors or the charter school operators will provide special instruction and services for children with a disability under Minnesota Statutes, sections [125A.03](#) to [125A.24](#), and [125A.65](#), and a description of the financial parameters within which the charter school will provide the special instruction and services to children with a disability;

9. The specific conditions for contract renewal that identify the performance of all students under the primary purpose of [section 124E.01, subdivision 1](#), as the most important factor in determining whether to renew the contract;

The additional purposes under [section 124E.01, subdivision 1](#), and related performance obligations under clause (7) contained in the charter contract as additional factors in determining whether to renew the contract;

10. The charter contract must contain the plan for an orderly closing of the school under [chapter 317A](#), that establishes the responsibilities of the school board of directors and the authorizer, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract. The plan must establish who is responsible for: (1) notifying the commissioner, school district in which the charter school is located, and parents of enrolled students about the closure; (2) providing parents of enrolled students information and assistance to enable the student to re-enroll in another school; (3) transferring student records under [section 124E.03, subdivision 5, paragraph \(b\)](#), to the student's resident school district; and (4) closing financial operations;

11. The agreed-upon fee the authorizer may annually assess; and

12. Identify and provide a plan to address any outstanding obligations from the previous contract. (NOTE: there were **no** outstanding obligations by the school).



**MINNESOTA**

**PART D: ADDITIONAL FEEDBACK ACTION REQUIRED - THE CONCERNS RAISED BY MDE REGARDING THE BMS ADMISSIONS POLICY ARE BEING WORKED ON AND WILL BE CORRECTED PRIOR TO SUBMISSION OF THE FINAL CHARTER CONTRACT TO MDE.**

**CHARTER SCHOOL CONTRACT**

between

Volunteers of America-Minnesota, Authorizer

and

Bluffview Montessori School (#4001), School

WHEREAS, the primary purpose of the School is to improve all pupil learning and all student achievement;

WHEREAS, additional purpose of the School is to increase learning opportunities for all pupils.

WHEREAS, the parties are authorized under Minnesota law to contract for the management of a charter school, pursuant to Department of Education letter of approval for Bluffview Montessori School to transfer to Volunteers of American-Minnesota, dated \_\_\_\_\_; and

WHEREAS, Volunteers of America-Minnesota has considered the authorization of the School and has approved the issuance of a charter contract to the School;

NOW, THEREFORE, Volunteers of America-Minnesota grants this Contract conferring certain rights, privileges, and obligations of a charter school and confirms the continued 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 1**

**TERM OF CHARTER CONTRACT**

1.1 Effective date: July 1, 2021.

1.2 Expiration date: June 30, 2026.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this contract: 1. Liability; 2. State and Federal Audits; 3. Government Data Practices and Intellectual Property; 4. Publicity and Endorsement; 5. Governing Law, Jurisdiction, and Venue; 6. Data Disclosure; and 7. Dissolution.

**ARTICLE 2**

**DEFINITIONS**

2.1 "Charter Contract" means this contract between the Authorizer and the School as required by Minnesota Charter School Law, Minn. Stat. § 124E.10.

2.2 "Applicable Law" means all state and federal laws and rules applicable to Minnesota charter schools and any regulations and guidelines issued pursuant to those laws and rules. This includes changes made to Applicable Law by Congress, Minnesota Legislature and/or appropriate federal and state agencies.

2.3 “School Program Description” means the school program parameters agreed upon by the Authorizer and the School for the length of this Contract, as evidenced by Addendum A (“Charter School Program”).

2.4 “Charter Law” means the Minnesota Statutes § 124E.10 *et seq.*, as amended, and any rules or regulations adopted by the Education Commissioner relating to this law.

2.5 “Charter School Board” means the Board established to govern the School, as required under Minnesota Statutes § 124E.07.

2.6 The “Authorizer” refers to the Volunteers of America of Minnesota.

2.7 The “School” refers to Bluffview Montessori School.

2.8 “Education Commissioner” means the Commissioner of the Minnesota Department of Education or his or her designee.

“Department” means the Minnesota Department of Education.

2.10 State” means the State of Minnesota.

2.11 “School information” includes all educational data, as defined in Minnesota Statutes §13.32; any and all data related to employees; any and all complaints filed by the School as required by federal and state law and all complaints filed against the School or any of its employees; any and all investigative files and the results of any investigations; any and all financial information as required to be disclosed under the Minnesota Data Practices Act; and any data or other information that the Authorizer deems reasonably necessary to carry out its role.

**ARTICLE 3**  
**RELATIONSHIP BETWEEN THE SCHOOL AND**  
**VOLUNTEERS OF AMERICA OF MINNESOTA**

3.1 Voluntary Authorization. Volunteers of America of Minnesota qualifies as an authorizer pursuant to Minnesota Statute 124E.10 Subd. 3. In granting this Contract, Volunteers of America of Minnesota voluntarily exercises powers given to Volunteers of America of Minnesota pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of Volunteers of America of Minnesota’s autonomy or power.

3.2. Independent Status of the School. The School is not and shall not be deemed to be a division or part of Volunteers of America of Minnesota. The relationship between the School and Volunteers of America of Minnesota 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 Volunteers of America of Minnesota and the school. Except as otherwise provided in this Contract, Volunteers of America of Minnesota shall have no authority or control over operational, administrative, or financial responsibility for the School.

3.3. Financial Obligations Are Separate. Any contract 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 Volunteers of America of Minnesota. The School will never pledge the full faith and credit of Volunteers of America of Minnesota for the payment of any School contract, loan, or other instrument of indebtedness.

Any contract or other instrument of indebtedness entered into by Volunteers of America of Minnesota and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. Volunteers of America of Minnesota will never pledge the full faith and credit of the School for the payment of any Volunteers of America of Minnesota contract, loan, or other instrument of indebtedness.

3.4 No Authority to Obligate or Bind Other Party. The School has no authority whatsoever to enter into any contract or other agreement that would financially obligate Volunteers of America of Minnesota, nor does the School have any authority whatsoever to make any representations to lenders or third parties, that Volunteers of America of Minnesota in any way guarantees, is financially obligated, or is in any way responsible for any contract, loan or other instrument of indebtedness entered into by the School.

Volunteers of America of Minnesota has no authority whatsoever to enter into any contract or other agreement that would financially obligate the School, nor does Volunteers of America of Minnesota have any authority whatsoever to make any representations to lenders or third parties, that the School in any way guarantees, is financially obligated, or is in any way responsible for any contract, loan or other instrument of indebtedness entered into by the Volunteers of America of Minnesota.

3.5 Limited Use of Volunteers of America of Minnesota Name. The School may not use the name of the Volunteers of America of Minnesota or any assumed name, trademark, division or affiliation of Volunteers of America of Minnesota in any of the School’s promotional advertising, contracts, or other materials without Volunteers of America of Minnesota prior written consent, except that the School may include the following statement in such materials “Bluffview Montessori School is authorized by Volunteers of American-Minnesota.” Pursuant to Minnesota Statute 124E.07, Subd.8, the School shall identify Volunteers of America of Minnesota as the authorizer and provide contact information.

#### **ARTICLE 4 LEGAL STRUCTURE**

4.1 Nonprofit Status. The Charter School Board is organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended.

4.2 Articles of Incorporation. The Charter School Board is organized and operated as a nonprofit and within the parameters of their state approved Articles of Incorporation under and by virtue of Minnesota Statutes Chapter 317A, as amended. The School must notify the Authorizer of any changes to the Articles of Incorporation approved by the Minnesota Secretary of State.

4.3 Bylaws. The Charter School Board is organized and must operate within the parameters of their approved bylaws. The School will notify the Authorizer of any amendments to the bylaws. At its discretion, the Authorizer may provide review and comment on the proposed amendments. The School will consider the Authorizer’s review and comment.

4.4 Lease Space. The School may lease space from any public or nonsectarian private organization as it deems necessary. If the School intends to lease from a private sectarian organization, it will comply with the provisions of the Charter Law, specifically Minnesota Statutes § 124E.22. Prior to finalizing a lease for space, the School will submit an application to the Department for approval. The School will provide a copy of the Department’s decision, to the Authorizer within thirty days of receipt.

4.5 Authorized Grades. The School is authorized to serve grades Preschool-8. The School will not expand its present grade levels without approval by the Authorizer and the Education Commissioner, consistent with the Charter Law or Minnesota Statutes § 124E.06, subd. 5.

#### **ARTICLE 5 SCHOOL LOCATION**

5.1 The location of the school is 1321 Gilmore Avenue, Winona, MN 55987.

5.2 The School will notify the Authorizer of any anticipated change in geographical location. At its discretion, the Authorizer may provide review and comment on the proposed change in location. The School will consider the Authorizer’s review and comment.



5.3 The School will not expand to additional school sites beyond the present location(s) without approval by the Authorizer and the Education Commissioner, consistent with the Charter Law or Minnesota Statutes § 124E.06, subd. 5.

## **ARTICLE 6 OPERATING REQUIREMENTS**

6.1 Governance Structure. The School shall be governed by a Board of Directors. The School will file changes in the membership of the Board with the Authorizer and Department. The Board will be composed of at least five nonrelated members and include: (1) at least one licensed teacher employed as a teacher at the school or providing instruction under a contract between the charter school and a cooperative; (2) at least one parent or legal guardian of a student enrolled in the charter school; and (3) at least one interested community member who resides in Minnesota and is not employed by the charter school and does not have a child enrolled in the school. The board may include a majority of teachers or parents or community members, or it may have no clear majority. The chief financial officer and the chief administrator are ex-officio nonvoting board members. No charter school employees shall serve on the board other than licensed teachers employed as a teacher at the school. Board bylaws shall outline the process and procedures for changing the board's governance model, consistent with Chapter 317A and Charter Law.

Contractors providing facilities, goods, or services to a charter school may not serve on the board of directors of the charter school. A board may change its governance structure only: (1) by a majority vote of the board of directors and a majority vote of the licensed teachers employed by the school as teachers, including licensed teachers providing instruction under a contract between the school and a cooperative; and (2) with the authorizer's approval. Any change in board governance structure must conform with the composition of the board established under Charter Law.

6.2 Charter School Board Election. Charter School Board elections will be conducted as provided in the Charter Law. Board elections must be held during the school year but may not be conducted on days when the school is closed for holidays, breaks, or vacations. The charter school will notify eligible voters of the school board election dates at least 30 days before the election.

6.3 Background Checks. Prior to the time such persons are seated as members of the Charter School Board, the School will conduct a criminal background check identical to those required by Minnesota Statutes § 123B.03, subd. 1. The Charter School Board will certify to the Authorizer that background checks have been completed. Consistent with data practices law, the Charter School Board will provide to the Authorizer any adverse information that is revealed as part of the background checks and will evaluate, on a case-by-case basis, membership on the Charter School Board where the background check revealed adverse information.

6.4 Training. Every charter school board member shall attend annual training throughout the member's term on the board. All new board members shall attend initial training on the board's role and responsibilities, employment policies and practices, and financial management. A new board member who does not begin the required initial training within six months after being seated and complete that training within 12 months of being seated on the board is automatically ineligible to continue to serve as a board member. The school shall include in its annual report the training attended by each board member during the previous year. The Charter School Board will submit its plan for training to the Authorizer annually, and attend additional training reasonably required by the Authorizer.

6.5 Powers. The Charter School Board will provide policy leadership including, but not limited to, long range planning and goal-setting for the School consistent with the school's approved mission; holding the School accountable for meeting its goals; and overseeing and approving an annual budget. The board may not levy taxes or issue bonds.

6.6 Board Operations. All meetings and business of the Charter School Board will comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.

6.7 Frequency of Board Meetings. The Charter School Board will meet as provided in the bylaws. A copy of the agenda, minutes and all related documents will be provided to the Authorizer prior to the public meeting. At the request of the Authorizer, the Charter School Board will provide the Authorizer an opportunity to address the Charter School Board regarding matters determined by the Authorizer.

6.8 Board Responsibilities. The board of directors shall decide and be responsible for policy matters related to the operation of the school, including budgeting, curriculum programming, personnel, and operating procedures. The board shall maintain a policy on nepotism in employment and other policies required by state or federal law. Charter Law requires that the board maintain personnel evaluation policies and practices that, at a minimum: (1) carry out the school's mission and goals; (2) evaluate the execution of charter contract goals and commitments; (3) evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals; (4) establish a teacher evaluation process; and (5) provide professional development related to the individual's job responsibilities.

6.9 School Web Site. The Charter School Board shall publish and maintain on the school's official Web site all items required by state and federal law and Authorizer, including, but not limited to: (1) the minutes of meetings of the board of directors for at least one calendar year from the date of publication; (2) directory information for members of the board of directors, (3) names of members of committees having board-delegated authority, (4) board meeting calendar, (5) board-approved school budget, (6) School Annual Report, (7) school admissions policy including lottery process that it must use when accepting pupils by lot and early admissions requirements when applicable, (7) Authorizer name and contact information, (8) the name, mailing address, bylaws, minutes of board meetings, and names of the current board of directors of the affiliated nonprofit building corporation.

6.10 Employment Terms and Conditions. The Charter School Board is subject to section Minnesota Statutes Chapter 181.932. When offering employment to a prospective employee, a charter school must give that employee a written description of the terms and conditions of employment and the school's personnel policies.

6.11 Authorization of Employment. The Charter School Board will employ and contract with necessary teachers, as defined by Minnesota Statutes § 122A.15, subd. 1, who hold valid teaching licenses issued by the State to perform the particular service for which they are employed at the School.

6.12 Non-Licensed Personnel. The Charter School Board or its delegate may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching, and may contract for other services.

6.13 Administrative Leadership. A person, without holding a valid administrator's license, may perform administrative, supervisor, or instructional leadership duties. The Charter School Board will establish and maintain qualifications for persons that hold administrative, supervisory or instructional leadership roles. The qualifications will include at least the following areas: instruction and assessment; human resource and personnel management; financial management; legal and compliance management; effective communication; and board, authorizer, and community relationships. The Charter School Board will use those qualifications as the basis for job descriptions, hiring, and annual performance evaluations of those who hold administrative, supervisory, or instructional leadership roles. The Charter School Board and an individual who does not hold a valid administrative license and who serves in an administrative, supervisory, or instructional leadership position shall develop and maintain a professional development plan. Documentation of the implementation and maintenance of the professional development plan of these persons shall be included in the school's Annual Report.

6.14 Collective Bargaining. If employees of the School choose to engage in collective bargaining, the School will comply with Minnesota Statutes Chapter 179A, the Public Employment Labor Relations Act ("PELRA").

6.15 Non-Sectarian Operation. The School will be non-sectarian in its program, admission policies, and employment practices, and for all other purposes.

6.16 Home School Students. The School will not be used as a method of generating revenue for students who are being home schooled pursuant to Minnesota Statutes § 120A.22.

6.17 School Admissions. The School may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, nor may it condition admission on criteria or take any action that would violate the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A. The charter school shall not distribute any services or goods of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school.

A charter school shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot. The charter school must develop and publish, including on its Web site, a lottery policy and process that it must use when accepting pupils by lot.

A charter school shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot. A charter school may give enrollment preference to children currently enrolled in the school's free preschool or prekindergarten program under section 124E.06, subdivision 3, paragraph (a), who are eligible to enroll in kindergarten in the next school year.

A person shall not be admitted to a charter school (1) as a kindergarten pupil, unless the pupil is at least five years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences; or (2) as a first grade student, unless the pupil is at least six years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten; except that a charter school may establish and publish on its Web site a policy for admission of selected pupils at an earlier age, consistent with the enrollment process in this section.

Once a student is enrolled in the school, the student is considered enrolled in the school until the student formally withdraws or is expelled under the Pupil Fair Dismissal Act in sections 121A.40 to 121A.56. A charter school is subject to and must comply with the Pupil Fair Dismissal Act, sections 121A.40 to 121A.56.

#### 6.18 Reporting to the Authorizer.

(a) Reports. The School will file reports with the Authorizer regarding the program and financial status of the school according to the terms of this Contract and the Volunteers of America of Minnesota Annual Submission Calendar.

(b) Other Reports. The School and the Authorizer will file all reports with the Education Commissioner consistent with the procedures established by the Department.

(c) Violations of Law. The School will promptly notify the Authorizer of all complaints that allege that a violation of state or federal law or regulation has been committed by the School, its employees, or agents, unless such reporting would be in non-compliance with a state or federal law.

#### 6.19 Financial Management.

(a) Financial Reports. The School will provide the Authorizer a copy of the annual budget for review and comment prior to its approval by the Charter School Board, if requested by the Authorizer. The School also will provide the Authorizer periodic reports of the financial status of the School.

(b) UFARS and MARSS. The School will utilize the UFARS financial accounting principles and MARSS student accounting requirements.

(c) Audits. The School will comply with the same financial audits, audit procedures, and audit requirements of school districts required in Minnesota Statutes §§ 123B.75-.83. The School will be audited annually by a public accounting firm hired by the Charter School Board and the annual audit will be submitted to the Department and Authorizer no later than December 31 of each year. The School will make available for review by the Authorizer all financial records at such times as requested by the Authorizer.

(d) Creditors. The School will pay all creditors within 30 days of receipt on an outstanding invoice, pursuant to the State's prompt payment law, Minnesota Statutes § 16A.124, subd. 3. If the School has any payments to creditors for which there is an outstanding liability of over 90 days, the School will provide the Authorizer a written statement explaining the reasons for the delay and a proposal for payment of the outstanding liability.

6.20 Transportation. Transportation will be provided for students enrolled at the School in accordance with the Charter Law and other applicable state and federal laws.

6.21 Insurance. Notwithstanding anything to the contrary in this Charter Contract, the School is considered a school district for the purposes of tort liability under Minnesota Statutes Chapter 466. The School Board of Directors shall acquire and maintain at least the amount and types of insurance coverage up to the applicable tort liability limits under Chapter 466.04. The School agrees to provide the Authorizer with certificates of insurance at least annually or as otherwise requested by the Authorizer. The board must submit changes in its insurance carrier or policy to its Authorizer within 20 business days of the change.

## **ARTICLE 7 SCHOOL PROGRAM, PERFORMANCE INDICATORS AND EVALUATION**

7.1 Academic Program and Curriculum. The School will implement and adhere to the academic program and curriculum set forth in Addendum A ("School Program Description").

7.2 Methods of Assessment. The School shall evaluate students' work based on the assessment strategies identified in this Contract and in its annual report. The School and the Authorizer agree that the School's operation under the Charter Contract shall be measured by the school performance indicators set forth in this Contract, including academic outcomes, standards for governance, financial management, and school operation as set forth in state and federal law and Addendum B ("School Accountability and Authorizer Oversight System").

Regular Assessments. Volunteers of America will monitor student academic achievement by reviewing student testing and assessments.

Government Required Assessments. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.

The School will comply with the requirements of the Minnesota Graduation Standards, as defined by Minnesota Statutes §§ 120B.02 and 120B.024; and Minnesota Rules parts 3501.0010-.0280.

District Assessment Plan. The School will annually adopt a Board-approved Assessment Plan. The Plan will utilize a variety of assessment techniques to measure student progress towards state standards. These measures include internal and external assessments. The School will submit the board-approved school Assessment Plan to the authorizer by September 1<sup>st</sup> annually.

Test Results. The School will provide the Authorizer results of the Minnesota Comprehensive Assessments at such time they are available.

7.3 Professional Development. The School will ensure that each teacher at the School has a professional development plan that focuses in part on developing quality assessments, measures of student outcomes, and effective teaching

strategies. The School will provide the Authorizer with a calendar for planned staff development according to the Volunteers of America-Minnesota Annual Submission Calendar.

7.4 Contract Amendments. The charter contract will be amended as warranted by Minnesota Department of Education approval of an additional school site(s) and/or additional grade levels served, or significant changes in state law. The charter contract may be amended during the term of the contract if the Authorizer and School mutually agree that the school specific academic goals (performance standards) are not attainable.

7.5 VOA-MN Charter School Network Meetings. The School agrees to participate in Volunteers of America of Minnesota Charter School Network Meetings and the Authorizer will monitor the School's attendance at Network Meetings. The goal of participation in the Network Meetings is to share information and resources, and identify resources, and School agrees to do so. The Network Meetings are comprised of two representatives from each Volunteers of America Minnesota authorized charter school (one person in an administrative position and one person from the Charter School Board). The Authorizer will convene Network Meetings no more than twice annually.

7.6 Service Learning. The Authorizer requires that the School annually engage in planned and meaningful service-learning activities. The school will have a Service-Learning Plan. The school reserves the right to amend the annual plan as needed. The school should develop a corresponding locally determined method of evaluation to measure the level of student and community engagement and benefit from each service-learning opportunity. The school shall include their annual plan for service learning and related evaluation results in the school Annual Report of the following year.

## **ARTICLE 8 COMPLIANCE WITH STATE AND FEDERAL LAWS**

8.1 State Laws. The School shall comply with applicable state laws.

**Students with a Disability.** The School shall comply with Minnesota Statutes Chapters A charter school must comply with sections 125A and 124E and rules relating to the education of pupils with a disability as though it were a district. Consistent with the provisions of Minnesota Statutes, the financial parameters within which the School will operate to provide special education instruction and related services to students with disabilities will be based on the individual needs of the student, as defined by the student's evaluation and by the instruction and related services specified in the student's Individual Education Plan ("IEP"). Refer to Addendum C ("Special Education Services").

**Health and Safety.** The school will meet all applicable federal, state, and local health and safety requirements applicable to school districts. (Minnesota Statutes § 124E.03, subd. 2).

**Immunizations.** The School shall comply with 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.

**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 service, or education; and comply with Minnesota Statutes section 121A.04, which governs provisions of equal opportunities for members of both sexes to participate in athletics.

**Student Discipline and Dismissal.** The school will comply with the Pupil Fair Dismissal Act.

**Fee Law.** The school shall comply with the Minnesota Public Schools Fee Law, Minnesota Statutes §§ 123B.34-.39, which governs authorized and prohibited student fees.

**Annual Report.** The School will publish an Annual Report approved by the Board. The report will contain all information required by the Authorizer and the Education Commissioner consistent with the provisions of the Charter Law at § 124E.16, subd.2. The Annual Report will be filed in a timely manner. The School may include other information in the Annual Report. The School will distribute the Annual Report by publication, mail, or electronic means to the Authorizer, school employees, and parents and legal guardians of students enrolled in the charter school and must also post the report on the charter school's official Web site. The reports are public data under Chapter 13.

8.2 Federal Laws. The School shall comply with applicable federal laws.

## **ARTICLE 9 AUTHORIZER'S DUTIES**

9.1 Oversight Plan. The Authorizer will implement a plan to provide ongoing oversight to determine whether the School is complying with the terms of this Charter Contract and to meet its responsibilities under the law regarding Authorizer oversight. Refer to Addendum A ("School Program Description") and Addendum B ("School Accountability and Authorizer Oversight System"). The Authorizer will use the following five criteria in determining the School's compliance with this Charter Contract:

- (a) Mission and Program Model Implementation. The Authorizer will evaluate whether the School has been faithful to the terms of this Agreement regarding the implementation of the School's design pursuant to the Application submitted to the Department.
- (b) Governance. The Authorizer will evaluate whether the Charter School Board is performing its governance responsibilities.
- (c) Student and school performance. The Authorizer will evaluate whether the performance of the students and the School meet the Authorizer expectations as provided in this Contract and Addendum B ("School Accountability and Authorizer Oversight System").
- (d) Finance. The Authorizer will evaluate whether the School is using its resources in compliance with the law and is engaging in adequate fiscal planning for future years.
- (e) Operation of the School. The Authorizer will evaluate whether the School is meeting the administrative requirements of the Charter Law.

9.2 Site-Visits. The Authorizer will conduct a minimum of one formal site visit and one informal site visit in the course of an academic year. Formal site visits will be guided by the Volunteers of America of Minnesota Formal Site Visit Rubric. Volunteers of America of Minnesota may engage in scheduled and unscheduled site-visits at such frequency as determined necessary or prudent by Volunteers of America of Minnesota.

9.3 Authorizer Fee. The Authorizer shall monitor and evaluate the academic, financial, operational, and governance performance of the school (refer also to Addendum B and F), and may for this purpose annually assess a charter school a fee. The School shall pay a fee for Volunteers of America of Minnesota execution of its oversight duties. The fee shall be the maximum fee provided by the Charter Law, except that if Minnesota law is amended to increase this fee, the school will pay the increased fee.

Liaison. The Authorizer will designate a liaison for the School and will inform the School if the liaison changes. The name of the liaison and the liaison's duties are included in Addendum B ("School Accountability and Authorizer Oversight System").

## **ARTICLE 10 CAUSES FOR NONRENEWAL OR TERMINATION**

10.1 Grounds. The Authorizer may or may not renew the Agreement at the end of the term for any ground listed in Article nine of the Charter Contract. The Authorizer may unilaterally terminate the Agreement during the term of the Agreement for any ground listed in Article nine of the Charter Contract and Addendum B ("School Accountability and Authorizer Oversight System"). The grounds for non-renewal or termination for cause must be consistent with Charter Law.

10.2 Formal Notice. At least 60 business days before not renewing or terminating the Agreement, the Authorizer shall notify the Charter School Board of the proposed action in writing. The notice shall state the grounds for the proposed action in reasonable detail and that the Charter School Board may request in writing an informal hearing before the authorizer within 15 business days of receiving notice of nonrenewal or termination of the Agreement. Failure by the Charter School Board to make a written request for an informal hearing within the 15-business-day period shall be treated as acquiescence to the proposed action. Upon receiving a timely written request for a hearing, the Authorizer shall give ten business days' notice to the Charter School Board of the hearing date. The Authorizer shall conduct an informal

hearing before taking final action. The Authorizer shall take final action to renew or not renew a contract no later than 20 business days before the proposed date for terminating the contract or the end date of the contract.

10.3 Termination and Nonrenewal. The Charter Contract may be terminated or not renewed upon any of the following grounds:

- (1) failure to demonstrate satisfactory academic achievement for all students, including the requirements for pupil performance contained in the contract;
- (2) failure to meet generally accepted standards of fiscal management;
- (3) violations of law; or
- (4) other good cause shown.

If a contract is terminated or not renewed under this paragraph, the school must be dissolved according to the applicable law and the terms of the Charter Contract.

10.4. Mutual Nonrenewal or Termination. If the Authorizer and the Charter School Board mutually agree not to renew the Agreement, a change in authorizers is allowed. The Authorizer and the Charter School Board must jointly submit a written and signed letter of their intent to the Commissioner to mutually not renew the Agreement. If no change in authorizer is approved by the Commissioner, the School and the Authorizer may withdraw their letter of nonrenewal and enter into a new Agreement. If the transfer of authorizers is not approved and the current Authorizer and the School do not withdraw their letter and enter into a new Agreement, the school must be dissolved according to applicable law and the terms of the Charter Contract.

10.5 Commissioner Termination for Cause. The Commissioner, after providing reasonable notice to the Charter School Board and the Authorizer, and after providing an opportunity for a public hearing, may terminate the existing contract between the Authorizer and the Charter School Board if the charter school has a history of:

- (1) failure to meet pupil performance requirements consistent with state law;
- (2) financial mismanagement or failure to meet generally accepted standards of fiscal management; or
- (3) repeated or major violations of the law.

10.6 Dissolution. In the event that the Charter School Board unilaterally votes to close the School or the school must be dissolved under section 10.3 or 10.4 of the Charter Contract, the school must be dissolved according to applicable state and federal laws and the terms of the Agreement. Refer to Addendum E (“School Closure Plan”).

## **ARTICLE 11 GENERAL TERMS**

11.1 Amendments. The Charter Contract may only be amended by written agreement executed by both parties.

11.2 Authorizer Authority. Except as otherwise provided by the Charter Contract or Applicable Law, the Authorizer has no authority, control, power, administrative or financial responsibility over the School. This provision does not prohibit the parties from contracting for any services deemed appropriate in the future.

11.3 Assumption of Liability. The School and the Charter School Board may sue and be sued. The School and the Charter School Board accept liability for all actions arising out of, or in any manner connected with, the School’s operations.

11.4 Indemnification. The School will assume full liability for its activities and indemnifies and holds harmless the Authorizer. The Authorizer, the Authorizer’s board members and employees, are immune from civil and criminal liability with respect to all activities related to the School. The School agrees not to sue the Authorizer or any of its representatives for any matters that may arise under the Charter Contract. The School and Authorizer acknowledge and agree that the Commissioner, Authorizer, members of the board of the Authorizer in their official capacity, and employees of the Authorizer are immune from civil or criminal liability with respect to all activities related to a charter school they approve or authorize. Notwithstanding Minn. Stat. 3.736, the School shall assume full liability for its activities and indemnify and

hold harmless the Authorizer and its officers, agents, and employees from any suit, claim, or liability arising from any operation of the School and the Commissioner and Department officers, agents, and employees.

11.5 Severability. If any provision in the Charter Contract is held to be invalid or unenforceable, it will be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the Agreement.

11.6 Non-agency. It is understood that the School is not the agent of the Authorizer.

11.7 General Compliance and Assurances. The School and the Authorizer agree to comply with all Applicable Laws including, but not limited to, the Charter Law. In addition, the School and the Authorizer assure that they are eligible entities under the Charter Law.

As the authorized representative for the Green Isle Community 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.

[SCHOOL]

By: \_\_\_\_\_ Position: Board Chair  
DATE: \_\_\_\_\_, 2021

As the designated representative for Volunteers of America of Minnesota, I hereby issue this contract to the School.

[AUTHORIZER]

By: \_\_\_\_\_ Position: \_\_\_\_\_  
DATE: \_\_\_\_\_, 2021

The charter contract addendums are as follows:

- |  |                              |
|--|------------------------------|
| A. School Program Description                          | D. Signed Board Assurances   |
| B. School Accountability & Authorizer Oversight System | E. School Closure Plan       |
| C. Special Education                                   | F. Authorizer Renewal Report |





Charter School #4001

## SCHOOL PROGRAM DESCRIPTION

### SCHOOL EXECUTIVE SUMMARY

Bluffview Montessori School is a small, tuition-free, Montessori charter serving students in preschool through grade eight located in Winona, Minnesota. Bluffview Montessori School is guided by the teaching philosophy and methods of Dr. Maria Montessori.

Bluffview became the nation's first charter school in the nation in 1993, with Winona Area Public Schools (WAPS) serving as its authorizer. According to its Articles of Incorporation, Bluffview was organized exclusively for nonprofit purposes and to "create a *quality* Montessori school for children." The school pursues this through a distinctive Montessori approach that embodies individualized instruction, mixed age groupings, an international curriculum, a prepared environment, and didactic Montessori teaching materials.

Bluffview moved into its current building on November 14, 2000. The building was designed specifically to be a Montessori school environment and presently serves more than 200 K-8 students, in addition to its tuition-based preschool program.

### School Mission Statement

Bluffview Montessori School empowers self-directed learning through a materials-based Montessori curriculum that encourages independence and natural curiosity. Bluffview cultivates learners' deep respect for self, community, and a peaceful environment, while nourishing the intrinsic desire for academic, civic, and personal fulfillment.

## School Vision Statement

Empowered learners unfolding their full potential as whole and unique persons in a global community.

The BMS Our Mission and Vision statements anchor our decision making at every level, from teachers to administrators, committees to the Board of Directors. In essence, Montessori promotes independence; our primary ambition at Bluffview is to empower all people associated with the school to grow as independent learners, capable of pursuing whatever goals or paths they may choose.

### LEARNING PROGRAM

- **The school plans for curricula, tools, methods and instructional techniques that will continue to support the educational philosophy of the school over the next contract term.**

BMS strictly adheres to American Montessori Society (AMS) methodology. The American Montessori Society (AMS) recognizes five core components as critical to high-fidelity implementation of the Montessori method. Bluffview implements all five of them:

Trained Montessori teachers  
Multi-age classrooms  
Didactic Montessori materials  
Child directed work  
Uninterrupted work periods

Walk into a Montessori classroom, and its differences from a typical school classroom are immediately noticeable. For one thing, one won't find a desk for each student (although one will find a number of tables and other working areas). That is because the children are generally allowed to move freely during the extended work periods, choosing their own work within the framework provided by their teacher. And they have lots to choose from; the walls are lined with low shelves, all filled with neatly arranged, custom-made learning materials.

But perhaps the most striking feature of the Montessori experience is seeing twenty or more young students, all productively occupied with their chosen tasks. Some work individually, others in groups. The room may not be perfectly quiet, but by and large the students seem calm and intent on their work.

**ROLE OF THE TEACHERS:** Bluffview classrooms usually have two teachers: a Montessori-certified lead teacher and an assistant teacher. During the extended work period, you will often find them demonstrating a work to a student or a small group of students, or perhaps assisting a student who asks for guidance. Although teachers do lead group activities (such as class meetings) on a daily basis, the emphasis is on individualized learning.

The Montessori teacher (actually referred to as a Montessori Guide) plays a crucial role in creating an environment for student exploration and learning. Dr. Maria Montessori once described the teacher's

role in this way: “The educator must be as one inspired by a deep worship of life. And through this reverence, respect, while he observes the development of each individual child’s life.” The art of teaching in Montessori lies not in clever lesson planning, but in really knowing and observing each child and understanding what he or she needs to grow. An experienced Montessori teacher knows when to guide the child, and when to follow the child’s natural interests.

The Montessori teacher has three main tasks: observation, instruction, and skillful self-restraint.

➤ Observation

Dr. Montessori believed that “from the child itself [the teacher] will learn how to perfect himself as an educator.” Montessori teachers tailor their approach depending on the needs of the child. They do this by becoming expert observers of each child. To inform the help they provide, teachers are trained to notice things such as:

- which materials seem to attract the child
- how long the child remains interested in a particular work
- what level of mastery the child has achieved with that work
- whether the child was developmentally ready to receive a particular instruction
- what skill areas the child needs to practice.

➤ Giving instruction

The purpose of instruction is to spark a child’s interest in a way that makes the child want to find his or her own answers to subsequent questions. Instruction is given through Great Lessons (also sometimes called Key Lessons)—stories that offer a big-picture framework that serve as a starting point for more detailed investigation. Instruction is also given by showing the child how to use a specific material and then leaving him or her to do the real learning through hands-on interaction with it. Instructions are clear, brief, and as simple as possible. They are also carefully timed so as not to impose an adult agenda onto the natural unfolding of the child’s development. “The protection of the children’s right not to be interrupted when productively occupied is key to the children’s development of concentration and interest in their work,”

Montessori said.

➤ Skillful self-restraint

One of the most difficult skills a Montessori teacher must master is self-restraint. Knowing when to offer helpful guidance, rather than over-correcting or overly directing a child’s work, requires faith in the “exploring spirit” of the child and a good measure of humility. Montessori had deep respect for the “triumphant inner force,” which “sends the world forward,” and nurtured it in her schools.

The fact that the typical Montessori environment today so closely resembles the ones originally crafted by Dr. Montessori—in her “Casa dei Bambini,” or Children’s House—a century ago is a testament to the soundness of her vision. That vision was not based on fads or political whims but was rooted in a deep compassion for the children in her care and developed over many years through careful, scientific observation of how they learned. Through her early work with impoverished and mentally disabled students, she came to a crucial insight: children naturally want to learn, and when they are provided with an environment that has been carefully prepared to support this desire, they willingly and happily engage in learning.

THREE KEY FEATURES OF THE MONTESSORI ENVIRONMENT: atmosphere, materials, and mixed-age learning.

- Atmosphere. The classroom is a calm, pleasant space in which the child is free to develop himself using a multitude of interesting materials tailored to stimulate his curiosity and intellect. A connection with nature and freedom of movement are essential elements of the classrooms. Montessori ardently opposed stationary desks and chairs. “The task of the educator lies in seeing that the child does not confound good with immobility and evil with activity,” she said. Rather, she believed that mental development must be connected with movement; consequently, in Montessori schools, children can freely move and select their work.
  - Materials. The materials, called “works,” are hands-on and very interesting to children. The materials have the quality of making mistakes self-evident to the child (i.e. auto-correction) so that the child can use his or her own problem-solving abilities to find the solution. This frees the child to learn through manipulating the materials, rather than relying on constant instruction and correction from the teacher. This independence also allows the child to know for himself “the thrill of discovery of the unknown.” Materials are designed to meet the child’s developmental needs. “Correct use of Montessori materials guides children’s minds from the concrete to the abstract, whence children’s creative imaginations can take over,” according to Montessori education pioneer P. Polk Lillard.
  - Group Work & Grade Levels. Many materials and projects are conducive to group work. Furthermore, three grade levels share the same classroom outfitted for their shared developmental level. Consequently, peer learning and collaboration can occur even between grade levels for children with shared interests, and older children have the opportunity to model skilled social behavior and leadership.
- **The school research or school history which demonstrates that these curricula, tools, techniques and methods support student achievement.**

The Montessori approach is practiced today in more than 5,000 schools across the United States, and the benefits of a Montessori education are clear. A six-year study of 3,000 business executives found that the most innovative ones were best able to make connections among seemingly unrelated concepts, ask questions that lead to deeper insights, observe details, experiment, and collaborate with others—skills emphasized in Montessori education. “A number of the innovative entrepreneurs went to Montessori schools, where they learned to follow their curiosity,” says one of the study’s authors in the Harvard Business Review. Google founders Larry Page and Sergei Brin have repeatedly credited their success to their early childhood Montessori education. “I do think I benefited from Montessori education, which in a lot of ways gives students a lot more freedom to do things at their own pace, to discover,” Brin says.

The school’s seventh and eighth grade program (which Maria Montessori called Erdkinder) strives for high academic expectations, community involvement, and an atmosphere of respect. Our program prepares students very well both for high school and for productive adult lives. Our teachers believe in creativity and innovation in education and emphasize every student doing their best quality work at all times. Our low student-teacher ratio creates strong relationships and

allows for individual attention. All students have the same teachers for both seventh and eighth grade; in this way, a great deal of trust and rapport is built up between teachers, students, and families.

Montessori education is sometimes portrayed as a trendy educational choice for children who grow up in privileged families, but Montessori education got its start more than a century ago with children who were mentally disabled and economically disadvantaged, and it has continued to be successful with such populations today. A 2006 study published in the journal Science found that children enrolled in an inner-city public Montessori school had excellent outcomes compared to their non-Montessori peers. According to East Dallas Community Schools, a non-profit organization that runs several Montessori schools, "In a neighborhood where less than half of entering freshmen graduate from high school, 95% of EDCS graduates earn their diplomas, with 89% of those graduates attending college."

The school's specific tools for improving curriculum, instruction and student achievement can be found at the following web address:

<https://www.bluffviewmontessori.org/school-board/worlds-best-workforce-plan/tools-for-improving-curriculum-instruction-and-student-achievement/>

- **The school process used to ensure the curricula will align with Minnesota State Academic Standards during the next contract term.**

Montessori education at Bluffview has been aligned with the state standards. The latest was aligning math standards through a 2 year process by identifying which Montessori lessons fulfill the standards, drafting a pacing guide, I can statements, and working on adding formative assessments to the teacher process to ensure that the materials are being understood. One piece of this effort was to utilize the Pearson District Benchmark Reports to really target any strands that were lagging. We will be undertaking the alignment of science or ELA next. A specific note to demonstrate alignment-in Montessori, math facts are taught in the following order-addition, multiplication, subtraction, then division. At Bluffview we teach addition followed by subtraction to align with the standards. This is a significant compromise to the integrity of our programming, but it fits with the state driven expectations.

- **The school should explain the contribution it will make in assisting educationally and economically disadvantaged and other students to succeed academically during the next contract term.**

As stated above, Montessori education got its start more than a century ago with children who were mentally disabled and economically disadvantaged, and it has continued to be successful with such populations today. A 2006 study published in the journal Science found that children enrolled in an inner-city public Montessori school had excellent outcomes compared to their non-Montessori peers. According to East Dallas Community Schools, a non-profit organization that runs several Montessori schools, "In a neighborhood where less than half of entering freshmen graduate from high school, 95% of EDCS graduates earn their diplomas, with 89% of those graduates attending college."

Specific services provided by BMS can be found on the website at the following address:

<https://www.bluffviewmontessori.org/explorers/programming-to-support-student-achievement/>

#### **Explanation of the Service- Learning Component.**

Bluffview maintains a sincere focus on celebrating the individual child, meaning that the school embraces who they are and how they learn. One of the foundational tenets of a Montessori school is to meet children where they are, and to facilitate their growth and development as whole and unique persons. This is accomplished through the use of beautiful didactic materials that encourage students to engage in hands-on learning. This materials-based pedagogy enables students to learn concrete and abstract concepts simultaneously. This approach includes a strong focus on learning not only academics, but practical life skills as well.

These practical life skills also facilitate service learning, as the older students often help with classroom and school tasks. They may volunteer in the kitchen to wash dishes, take responsibility for cleaning tables after lunches or snacks, or work with our building manager to aid in the completion of a project. The older students also meet with their reading buddies in the Children's House classrooms once per week.

Visitors often wonder about the reasons for combining multiple grade levels in one classroom—what we call mixed-age learning. The primary reason for this structure is that older students are encouraged to assist younger students, which gives the younger students extra help as needed while enabling the older students to develop leadership and teaching skills. This demonstrates that service to others is embedded in the Montessori philosophy and thus is central to Bluffview's approach to teaching.

Bluffview hosts regular service-learning events, such as its annual Happy Harvest. During this November event, parents come to school and circulate with their children to different learning environments to make gifts for community members: hot chocolate mix for fire fighters, trail mix for police officers, hygiene kits for the homeless, and fleece blankets for Hope Harbor teens.

School leadership also practices service to others by maintaining a focus on servant leadership. Administration maintains an "open door policy" and makes every effort to meet the needs of the staff. For example, upon discovering that many of our staff lacked wills, administration brought in an attorney to do an "estate planning party." We invited all staff to come and hear a presentation, and, through this process, we were able to negotiate a 50% reduction in requisite legal fees.

### **Explanation of Student Behavior Management System plans for the next contract term.**

BMS follows a multi-tiered system of support – Response to Intervention (RTI). Response to Intervention (Rtl) is a multi-level framework for student growth in the classroom. The framework provides a process for teachers to ensure personalized learning for all students to reach their potential. The foundation of Rtl includes: data collection, instruction, and interventions. Rtl is about clearly identifying students' needs, designing a tiered system of support that rests on strong core instruction, frequently monitoring all students, and changing interventions when students are not progressing to their expected level or are learning faster than other students. With response to instruction and systemic intervention strategies, all students can achieve success through growth. Bluffview is also a PBIS school, and uses SWIS to track behaviors as well as a Fastbridge assessment to quantify behaviors for the RTI process.

### **Explanation of general mission/goal-centered plan for professional development over the next contract term.**

Bluffview's pedagogy committee is primarily responsible for planning professional development. Our goals are to incorporate certain elements annually that are required for teacher relicensure like positive behavioral intervention strategies, early-onset mental health and suicide awareness, literacy, and EL. BMS also tries to incorporate at least one Montessori PD session that all staff attends. We review survey

data from the previous year and search for some indicators that may be relevant to the current staff.

The plan for the next contract term will be driven by staff need as dictated by staff turnover, behavior data, and student achievement data around core subjects.

## **DESCRIPTION OF BOARD GOVERNANCE AND BOARD ELECTIONS PLANS**

### **Explanation of board roles and responsibilities in addition to the statutory requirements.**

The Charter Law requires the board of directors to decide and be responsible for policy matters related to the operation of the school, including budgeting, curriculum programming, personnel, and operating procedures. The board shall maintain a policy on nepotism in employment. The board shall maintain personnel evaluation policies and practices that, at a minimum: (1) carry out the school's mission and goals; (2) evaluate the execution of charter contract goals and commitments; (3) evaluate student achievement, post-secondary and workforce readiness, and student engagement and connection goals; (4) establish a teacher evaluation process; and (5) provide professional development funding related to the individual's job responsibilities.

Charter School Law requires that every charter school board member attends annual training throughout the member's term on the board. All new board members are required to attend initial training on the board's role and responsibilities, employment policies and practices, and financial management. A new board member who does not begin the required initial training within six months after being seated and complete that training within 12 months of being seated on the board is automatically ineligible to continue to serve as a board member. The school board maintains a record of member board training and also sends copies to Authorizer Volunteers of America of Minnesota. In summary, the school board is responsible for:

1. Hire/evaluate director.
2. Set & maintain & promote mission, vision, strategic plan.
3. Sign contracts and approve employment matters.
4. Provide oversight of state/MDE, federal and charter authorizer requirements.

School Board Officer Positions include: Chair, Vice-Chair, Secretary, and Treasurer.

### **Description of the board elections process:**

Consistent with the Charter School Law, the school notifies eligible voters of the school board election dates at least 30 days before the election. School elections are held on an annual basis at a time and date set by the board and in accordance with statutes. Staff members employed at the school, including teachers providing instruction under a contract with a cooperative, members of the board of directors, and all parents or legal guardians of children enrolled in the school are the voters eligible to elect the members of the school's board of directors.

- New members are elected annually in the spring, generally in the month of May.
- Election results are announced at our Annual meeting in May.
- Newly elected board members are inducted/seated at the July board meeting.
- A full description of the school election process is maintained on the School Website.
- The term of office is held for 3 years.

**SCHOOL CAPACITY AND INFRASTRUCTURE  
DESCRIPTION OF SCHOOL ADMINISTRATION / MANAGEMENT PLAN**

| <b>Position</b>            | <b>Brief Job Description</b>  |
|----------------------------|---|
| Head of School             | Answers to the Board as an Ex-officio member. Is responsible for all operations of the school. Functions like a traditional Superintendent.                 |
| Assistant Head of School   | Answers to the Head of School. Is MARSS coordinator, manages basic HR like hiring, Human Rights Officer, leads PBIS, and functions mostly like a principal. |
| School Counselor           | Teaches health lessons, meets with groups/individuals to do skill building, and is available to consult for students that need help.                        |
| Special Education Director | Provided by our Ed Coop-Hiawatha Valley Education District  |
| Office Assistant           | Manages the office space, billing, and reception.   |

- **General Faculty Members**

| <b>Position</b>             | <b>Brief Job Description</b>  |
|-----------------------------|---|
| Classroom Teachers / Guides | Responsible for all operations within the scope of the general education of their students including Montessori methods, state standards, and ensuring their safety.    |
| Interventionists            | Additional educational support to students identified as being in need, bound by set minutes of direct instruction by level of RTI, responsible for progress monitoring |
| Special Education Teachers  | Function within the MTSS framework, essentially serving as Tier 4 of the RTI concept. They offer pull out, direct instruction in line with the signed IEP's.            |
| Paraprofessional            | Work under the Sped and gen ed teachers with monthly trainings done by the Sped teachers, organized by need according to IEP's  |

**Description of School Director Performance Review Process.**

The Head of School position is reviewed once annually by the Board of Directors, which utilizes a board assessment, staff survey, family survey, and results of the director's assigned goals drafted in the World's Best Workforce Plan for the year along with goals on the school's strategic plan.

**Description of Teacher Performance Review Process.**



Teachers are evaluated annually by the executive director. Special education teachers and paraprofessionals are evaluated by the Assistant Head of School. The school uses the Charlotte Danielson framework, and includes observations from administration, peers, student surveys, and other data points. There is a three-year summative process for all teachers.

#### **Description of Other Employee Performance Review Process.**

- All non-teaching and support staff are evaluated once annually by the Head of School/Assistant Head of School and the teachers they work with.

#### **SCHOOL CLIMATE**

The school administers surveys of staff, parents, and students every spring. The School Board uses this information to evaluate the Head of School's performance. In that review they give their opinions and perspectives on the school climate and their, overall, satisfaction with the school. Monthly department meetings consistently review and measure our growth in academics and classroom environments as well as align goals and curriculum.

- **Explanation of World's Best Workforce Plans**

Bluffview completes a combined WBWF Plan and Annual Report in one document. It is posted on the school website upon completion and used to complete the annual MDE required WBWF submission. It includes all required elements including but not limited to Head of School goals, Professional development, achievement gap and other required reporting goals along with previous years outcomes, Board and staff information, and a good deal of general information about the school.

#### **SCHOOL CALENDAR AND SCHEDULE**

The Academic Calendar is annually posted on the BMS website at <https://www.bluffviewmontessori.org/calendar/>

Students are expected to arrive to class prepared to learn. While tardiness is defined as arriving late for class, students should be prepared for class by arriving before class actually begins. Therefore, the school day is acknowledged to begin at 7:50 rather than at 7:45, which is the time that class is in session. Students should use these 5 minutes to prepare for the educational process by removing hats, putting away electronic devices, cell phones, and preparing for class so that they are ready to learn when class begins.

School start Time: 7:45

School Dismissal Time: 2:15

#### **SCHOOL FACILITY PLANS**

Bluffview moved into its current building on November 14, 2000. The building was designed specifically to be a Montessori school environment and presently serves more than 200 K-8 students, in addition to its tuition-based preschool program.

#### **SCHOOL ANTICIPATED TRANSPORTATION PLANS**

Bluffview transportation is provided by the resident school district, Winona Area Public Schools.

## **SCHOOL ANTICIPATED PROGRAM / ENROLLMENT GROWTH**

Minnesota Statute 124E, set forth certain requirements the School must follow when enrolling students. The School may limit admission to:

- (1) pupils within an age group or grade level;
- (2) pupils who are eligible to participate in the graduation incentives program; or
- (3) residents of a specific geographic area in which the school is located when the majority of students served by the school are members of underserved populations.

The School shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot. The charter school must develop and publish, including on its Web site, a lottery policy and process that it must use when accepting pupils by lot.

The School shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot.

The School may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability and may not establish any criteria or requirements for admission that are inconsistent with this subdivision.

The School shall not distribute any services or goods of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school.

The School will abide by the board approved school enrollment policy and procedures and applicable laws.

**Explanation of school's enrollment trends over the previous contract and anticipated enrollment over the next contract period.** The 5-year financial projection below.

### **FINANCIAL CONDITION OF THE SCHOOL Budget Narrative: Describe Financial Health Sustainability**

**Financial Management Practices** - Bluffview contracts with BergenKDV to manage our financial work. The school contracts CliftonLarsonAllen to conduct annual audits.

**The school's current amount of General Education Aid and anticipated over the contract term.**

BMS anticipates only modest if any increase in the General Education Aid (including Compensatory Education Aid).

**The school's current amount of Special Education Funding and anticipated over the contract term.**

Special Education Funding, roughly based on program costs, will be relatively flat as there are no expected significant changes in the special needs student population, or the staffing needs during the 5 year period.

**The school's current amount of Building Lease Aid and anticipated over the contract term.** BMS has an affiliated building corporation. The 5-year lease projection assumes the school location will remain the same with a small increase in the base rent. **Detailed 5 Year long range budget projection is below:**

**Bluffview Montessori Charter School**  
**5 Year Long-Range Budget Model**  
 Adopted Budget fy 2020-21 as of 5-20-20, rev 1-7-21

|   | (41,278)                  | (28,354)         | (30,894)       | (30,479)       | (34,582)       | (29,000)       |
|---|---------------------------|------------------|----------------|----------------|----------------|----------------|
|   | <b>Budget Projections</b> |                  |                |                |                |                |
|   | <u>2020-2021</u>          | <u>2021-2022</u> | <u>2022-23</u> | <u>2023-24</u> | <u>2024-25</u> | <u>2025-26</u> |
| <b>Enrollment Projections</b>                                   |                           |                  |                |                |                |                |
| Number Students Grade K   | 25                        | 25               | 25             | 25             | 25             | 25             |
| Number Students Grade 1   | 25                        | 25               | 25             | 25             | 25             | 25             |
| Number Students Grade 2   | 24                        | 25               | 25             | 25             | 25             | 25             |
| Number Students Grade 3   | 25                        | 25               | 25             | 25             | 25             | 25             |
| Number Students Grade 4   | 24                        | 25               | 25             | 25             | 25             | 25             |
| Number Students Grade 5   | 25                        | 25               | 25             | 25             | 25             | 25             |
| Number Students Grade 6   | 25                        | 25               | 25             | 25             | 25             | 25             |
| Number Students Grade 7   | 19                        | 22               | 22             | 22             | 22             | 22             |
| Number Students Grade 8   | 20                        | 21               | 21             | 21             | 21             | 21             |
| <b>Enrollment totals by state pupil unit weighting category</b> |                           |                  |                |                |                |                |
| Total Number of Students Grade K - 6                            | 173                       | 175              | 175            | 175            | 175            | 175            |
| Total Number of Students Grades 7-12                            | 39                        | 43               | 43             | 43             | 43             | 43             |
| <b>Total Number of Students - ADM's</b>                         | <b>212</b>                | <b>218</b>       | <b>218</b>     | <b>218</b>     | <b>218</b>     | <b>218</b>     |
|   | 99.5%                     | 102.8%           | 100.0%         | 100.0%         | 100.0%         | 100.0%         |
| <b>Total Number of Current Year Pupil Units</b>                 | <b>219.80</b>             | <b>226.60</b>    | <b>226.60</b>  | <b>226.60</b>  | <b>226.60</b>  | <b>226.60</b>  |
| <b>Total Number of Marginal Cost Pupil Units (NA)</b>           | <b>219.80</b>             | <b>226.60</b>    | <b>226.60</b>  | <b>226.60</b>  | <b>226.60</b>  | <b>226.60</b>  |
| <b>Declining Pupil Units from prior year</b>                    | <b>0.00</b>               | <b>0.00</b>      | <b>0.00</b>    | <b>0.00</b>    | <b>0.00</b>    | <b>0.00</b>    |

**State Revenue Assumptions and Calculations**

|   |                   |                   |                   |                   |                   |                   |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>General Education Revenue</b>                  |                   |                   |                   |                   |                   |                   |
| State Averages Per Pupil Unit                     | \$6,567           | \$6,567           | \$6,567           | \$6,665           | \$6,765           | \$6,901           |
| Inflation Rate Assumption - Basic only            | <b>2.0%</b>       | <b>0.0%</b>       | <b>0.0%</b>       | <b>1.5%</b>       | <b>1.5%</b>       | <b>2.0%</b>       |
| Basic Excluding Transportation                    | \$6,260.64        | \$6,260.64        | \$6,260.64        | \$6,354.55        | \$6,449.87        | \$6,578.87        |
| One Time Revenue                                  | N/A               | N/A               | N/A               | N/A               | N/A               | N/A               |
| Technology & Operating Capital                    | N/A               | N/A               | N/A               | N/A               | N/A               | N/A               |
| Gifted and Talented                               | 13.00             | 13.00             | 13.00             | 13.00             | 13.00             | 13.00             |
| Sparsity  | 29.56             | 29.56             | 29.56             | 29.56             | 29.56             | 29.56             |
| Operating Capital                                 | 226.51            | 226.51            | 226.51            | 226.51            | 226.51            | 226.51            |
| Transportation basic formula (does not transport) | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              |
| Equity  | 119.93            | 119.93            | 119.93            | 119.93            | 119.93            | 119.93            |
| Transition (included below)                       | 2.72              | 2.72              | 2.72              | 2.72              | 2.72              | 2.72              |
| Referendum  | 37.61             | 33.85             | 30.46             | 27.42             | 24.68             | 22.21             |
| Transportation sparsity                           | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              | 0.00              |
| Per Pupil Unit State Revenue                      | 6,689.97          | 6,686.21          | 6,682.83          | 6,773.69          | 6,866.27          | 6,992.80          |
| Pension Adjustment                                | <b>1.12</b>       | <b>1.12</b>       | <b>1.12</b>       | <b>1.12</b>       | <b>1.12</b>       | <b>1.12</b>       |
| <b>Total Per Pupil Unit State Revenue</b>         | <b>\$6,691.09</b> | <b>\$6,687.33</b> | <b>\$6,683.95</b> | <b>\$6,774.81</b> | <b>\$6,867.39</b> | <b>\$6,993.92</b> |
| <b>Total General Education State Revenue</b>      | <b>1,470,702</b>  | <b>1,515,350</b>  | <b>1,514,583</b>  | <b>1,535,172</b>  | <b>1,556,150</b>  | <b>1,584,822</b>  |

**Bluffview Montessori Charter School**  
**5 Year Long-Range Budget Model**  
 Adopted Budget fy 2020-21 as of 5-20-20, rev 1-7-21

|  | (41,278)               | (53,924)                | (63,896)         | (65,478)         | (64,963)         | (63,596)         |
|--|------------------------|-------------------------|------------------|------------------|------------------|------------------|
|  | Budget Projections     |                         |                  |                  |                  |                  |
|  | 2020-2021              | 2021-2022               | 2022-23          | 2023-24          | 2024-25          | 2025-26          |
|  | 27%                    | 22%                     | 24%              | 24%              | 24%              | 24%              |
| <b>Compensatory Revenue</b>  | <u>per mds 1-23-20</u> | <u>per mds 17-28-20</u> | <u>Estimated</u> | <u>Estimated</u> | <u>Estimated</u> | <u>Estimated</u> |
| A: Number of Students prior yr. (current year for 1st year)              | 212                    | 208                     | 218              | 218              | 218              | 218              |
| B: Number of Free Lunch Students prior yr. (or current year for 1st yr.) | 35                     | 28                      | 32               | 32               | 32               | 32               |
| C: Number of Reduced Lunch Students prior yr. (current yr. For 1st yr.)  | 23                     | 16                      | 20               | 20               | 20               | 20               |
| D: Adjusted Counts = 100% Free, 50% Reduced - (A)                        | 46.50                  | 36.00                   | 42.23            | 42.23            | 42.23            | 42.23            |
| E: Concentration Portion   | 0.2193                 | 0.1731                  | 0.1937           | 0.1937           | 0.1937           | 0.1937           |
| F: Concentration Factor (lessor of 1 or Conc. portion/.8)                | 0.27                   | 0.22                    | 0.24             | 0.24             | 0.24             | 0.24             |
| G: PU = .6 * D * F   | 7.649                  | 4.67                    | 6.14             | 6.14             | 6.14             | 6.14             |
| H: Initial Revenue = 5728 * G (16-17)                                    | 43,816                 | 26,767                  | 35,145           | 35,145           | 35,145           | 35,145           |
| I: Short Year Factor   | 1                      | 1                       | 1                | 1                | 1                | 1                |
| Rounding Adjustment  | 3                      | (17)                    | 0                | 0                | 0                | 0                |
| <b>Calculated Compensatory State Revenue ((A) x (B))</b>                 | <b>43,819</b>          | <b>26,750</b>           | <b>35,145</b>    | <b>35,145</b>    | <b>35,145</b>    | <b>35,145</b>    |
| <b>Building Lease Aid : Lesser of Line a or b below:</b>                 |                        |                         |                  |                  |                  |                  |
| Lease Aid Expense  | 343,620                | 345,042                 | 345,859          | 342,339          | 343,385          | 343,385          |
| a) Lease Aid Rev at \$1,314 per pupil unit beginning 2014-15             | <u>288,817</u>         | <u>297,752</u>          | <u>297,752</u>   | <u>297,752</u>   | <u>297,752</u>   | <u>297,752</u>   |
| b) Lease Aid Rev at 90% of Lease Expense                                 | <u>309,258</u>         | <u>310,838</u>          | <u>311,273</u>   | <u>308,105</u>   | <u>309,047</u>   | <u>309,047</u>   |
| Lessor of \$1,314/p.u. or 90% of lease payment                           | 288,817                | 297,752                 | 297,752          | 297,752          | 297,752          | 297,752          |
| Estimated Proration of Lease Aid Revenue                                 | <u>100.0%</u>          | <u>100.0%</u>           | <u>100.0%</u>    | <u>100.0%</u>    | <u>100.0%</u>    | <u>100.0%</u>    |
| Total Prorated Building Lease Aid Revenue                                | <u>288,817</u>         | <u>297,752</u>          | <u>297,752</u>   | <u>297,752</u>   | <u>297,752</u>   | <u>297,752</u>   |
| Lease Aid Revenue per pupil unit (before proration)                      | <u>1,314</u>           | <u>1,314</u>            | <u>1,314</u>     | <u>1,314</u>     | <u>1,314</u>     | <u>1,314</u>     |
| <b>Special Education Revenue</b>   | 93.0%                  | 93.0%                   | 93.0%            | 93.0%            | 93.0%            | 93.0%            |
| State Special Education Aid  | 270,859                | 270,859                 | 270,859          | 273,568          | 276,303          | 279,066          |
| <b>Long-Term Facilities Maintenance Revenue</b>                          |                        |                         |                  |                  |                  |                  |
| Revenue per Adjusted Pupil Unit  | <u>132</u>             | <u>132</u>              | <u>132</u>       | <u>132</u>       | <u>132</u>       | <u>132</u>       |
| Total Long-Term Facilities Maintenance Revenue                           | 29,014                 | 29,911                  | 29,911           | 29,911           | 29,911           | 29,911           |

**Bluffview Montessori Charter School**  
**5 Year Long-Range Budget Model**  
 Adopted Budget fy 2020-21 as of 5-20-20, rev 1-7-21

|  | (04,278)           | (04,354)  | (04,494) | (04,479) | (04,362) | (04,086) |
|--|--------------------|-----------|----------|----------|----------|----------|
|  | Budget Projections |           |          |          |          |          |
|  | 2020-2021          | 2021-2022 | 2022-23  | 2023-24  | 2024-25  | 2025-26  |

**Budget Projections**

**Revenue Summary and Projections**

|   |                  |                  |                  |                  |                  |                  |
|---|------------------|------------------|------------------|------------------|------------------|------------------|
| <b>State Aids</b>   |                  |                  |                  |                  |                  |                  |
| General Education Revenue                                   | 1,470,702        | 1,515,350        | 1,514,583        | 1,535,172        | 1,556,150        | 1,584,822        |
| Declining pu \$1,632.68 per pu                              | 0                | 0                | 0                | 0                | 0                | 0                |
| Transition Revenue  | 0                | 0                | 0                | 0                | 0                | 0                |
| LEP Funding   | 14,173           | 14,173           | 14,173           | 14,173           | 14,173           | 14,173           |
| Long Term Facilities Maintenance Revenue                    | 29,014           | 29,911           | 29,911           | 29,911           | 29,911           | 29,911           |
| Compensatory Revenue  | 43,819           | 26,750           | 35,145           | 35,145           | 35,145           | 35,145           |
| Pension adjustment rate .0042 x fy 18-19 salaries           | 3,634            | 3,670            | 3,707            | 3,744            | 3,782            | 3,819            |
| <b>Subtotal</b>   | <b>1,561,342</b> | <b>1,589,855</b> | <b>1,597,519</b> | <b>1,618,145</b> | <b>1,639,161</b> | <b>1,667,871</b> |
| Endowment Aid   | 9,550            | 9,550            | 9,550            | 9,550            | 9,550            | 9,550            |
| Building Lease Aid  | 288,817          | 297,752          | 297,752          | 297,752          | 297,752          | 297,752          |
| Literacy Incentive Aid                                      | 18,184           | 18,184           | 18,184           | 18,184           | 18,184           | 18,184           |
| Special Education Aid                                       | 270,859          | 270,859          | 270,859          | 273,568          | 276,303          | 279,056          |
| ADSIIS Grant, state special ed, only 68% no tuition billing | 68,594           | 68,594           | 68,594           | 68,594           | 68,594           | 68,594           |
| Safe Schools one time funding                               |                  |                  |                  |                  |                  |                  |
| <b>Total State Aids</b>                                     | <b>2,217,346</b> | <b>2,254,794</b> | <b>2,262,459</b> | <b>2,285,793</b> | <b>2,309,545</b> | <b>2,341,017</b> |
| <b>Federal Revenue</b>                                      |                  |                  |                  |                  |                  |                  |
| Federal Title I & II Grants                                 | 38,040           | 39,899           | 40,697           | 41,511           | 42,341           | 43,188           |
| Federal Special Ed F419 & F425 CEIS                         | 41,600           | 41,600           | 41,600           | 41,600           | 41,600           | 41,600           |
| Cares Act Funds, GEER & ESSER                               | 19,959           |                  |                  |                  |                  |                  |
| CRF- Coronavirus Relief Funds                               | 53,246           |                  |                  |                  |                  |                  |
| Federal REAP Grant  | 26,117           | 26,117           | 26,117           | 26,117           | 26,117           | 26,117           |
| <b>Total Federal Funds</b>                                  | <b>178,962</b>   | <b>107,616</b>   | <b>108,414</b>   | <b>109,228</b>   | <b>110,058</b>   | <b>110,905</b>   |
| <b>Other Revenue</b>  |                  |                  |                  |                  |                  |                  |
| Donation  | 207,396          | 0                | 0                | 0                | 0                | 0                |
| allocation of costs with fund 4                             | 57,123           | 57,123           | 57,123           | 57,123           | 57,123           | 57,123           |
| Snack fees (050)  | 10,699           | 11,222           | 11,446           | 11,675           | 11,908           | 12,147           |
| Field Trip fees (050)                                       | 15,988           | 16,769           | 17,104           | 17,446           | 17,795           | 18,151           |
| Fundraising 621/619   | 11,614           | 12,182           | 12,425           | 12,674           | 12,927           | 13,186           |
| Donations & Grants  | 9,883            | 10,365           | 10,573           | 10,784           | 11,000           | 11,220           |
| Ship Grant  |                  |                  |                  |                  |                  |                  |
| Deferred revenue - pergola and kitchen freezer projects     | 0                | 0                | 0                | 0                | 0                | 0                |
| Miscellaneous & Local revenue (099 & 021)                   | 9,341            | 9,797            | 9,993            | 10,193           | 10,397           | 10,605           |
| Prior year audit over/under accruals                        | 0                | 0                | 0                | 0                | 0                | 0                |
| Interest Earnings   | 619              | 649              | 662              | 675              | 689              | 702              |
| Food Service  | 111,743          | 117,204          | 119,548          | 121,939          | 124,378          | 126,865          |
| Food Service Revenue transfer from General Fund             | 5,415            | 5,680            | 5,794            | 5,909            | 6,028            | 6,148            |
| <b>Total Other Revenue</b>                                  | <b>439,820</b>   | <b>240,991</b>   | <b>244,668</b>   | <b>248,419</b>   | <b>252,245</b>   | <b>256,147</b>   |
| <b>Total Fund Revenue</b>                                   | <b>2,836,128</b> | <b>2,603,401</b> | <b>2,615,541</b> | <b>2,643,440</b> | <b>2,671,847</b> | <b>2,708,069</b> |

**Bluffview Montessori Charter School**  
**5 Year Long-Range Budget Model**  
 Adopted Budget fy 2020-21 as of 5-20-20, rev 1-7-21

|  | (11,200)            | (18,514)       | (26,806)       | (35,476)       | (44,562)       | (53,026)       |
|--|---------------------|----------------|----------------|----------------|----------------|----------------|
|  | Budget Projections  |                |                |                |                |                |
|  | 2020-2021           | 2021-2022      | 2022-23        | 2023-24        | 2024-25        | 2025-26        |
| <b>Expenditure Calculations</b>                                      |                     |                |                |                |                |                |
| <b>Inflation Calculations</b>  |                     |                |                |                |                |                |
| Salaries   | 1.0%                | 0.0%           | 0.0%           | 1.0%           | 1.0%           | 1.0%           |
| Other costs  | 2.0%                | 2.0%           | 2.0%           | 2.0%           | 2.0%           | 2.0%           |
| <b>New Staff Calculations</b>  |                     |                |                |                |                |                |
| <b>Staff increases based on enrollment increases</b>                 |                     |                |                |                |                |                |
| Actual/projected enrollment change from prior year                   | (1)                 | 6              | 0              | 0              | 0              | 0              |
| Added new teacher FTE's - calculated at 22:1 ratio                   | n/a                 | n/a            | n/a            | n/a            | n/a            | n/a            |
| <b>Other Teachers/Non-teachers Added</b>                             |                     |                |                |                |                |                |
| Adjust rounding  |                     |                |                |                |                |                |
| Additional staff budget added  | 0                   | 0              | 0              | 0              | 0              | 0              |
| <b>Total new teachers added/subtracted</b>                           | <b>0.0</b>          | <b>0.0</b>     | <b>0.0</b>     | <b>0.0</b>     | <b>0.0</b>     | <b>0.0</b>     |
| Projected new teacher hire changes in salary, savings plus additions | n/a                 | n/a            | n/a            | n/a            | n/a            | n/a            |
|  | 0                   | 0              | 0              | 0              | 0              | 0              |
| Staff changes per salaries projections, includes lane changes        | 5,274               | 0              | 0              | 0              | 0              | 0              |
| <b>Total Staffing all proposed changes</b>                           | <b>5,274</b>        | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       |
|  | percent of benefits | 18%            | 18%            | 18%            | 18%            | 18%            |
| <b>Budget Calculations</b>   |                     |                |                |                |                |                |
|  | 17.9%               | 17.9%          | 17.9%          | 17.9%          | 17.9%          | 17.9%          |
| Salaries and wages   | 1,319,962           | 1,319,962      | 1,319,962      | 1,333,162      | 1,346,494      | 1,359,958      |
| Benefits   | 236,017             | 236,017        | 236,017        | 238,377        | 240,761        | 243,168        |
| PTO payout of up to 50% of days                                      | 8,161               | 8,161          | 8,161          | 8,242          | 8,325          | 8,408          |
| Salaries and benefits offset by donation                             | 200,000             |                |                |                |                |                |
| Contracted Services  | 132,767             | 139,255        | 142,041        | 144,881        | 147,779        | 150,735        |
| Contracted Services Technology HBC 305                               | 4,515               | 4,605          | 4,697          | 4,791          | 4,887          | 4,984          |
| Contracted Services - Special Ed,394, 396, 397, 399                  | 59,257              | 62,153         | 63,396         | 64,664         | 65,957         | 67,276         |
| Contracted Services - Region V fees/data (moved to below)            | 0                   | 0              | 0              | 0              | 0              | 0              |
| Advertising Employment (P107 - 305), now split                       | 3,735               | 3,809          | 3,886          | 3,963          | 4,043          | 4,123          |
| Advertising Marketing (P107 - 305)                                   | 5,627               | 5,739          | 5,854          | 5,971          | 6,091          | 6,213          |
| Communications Services  | 12,743              | 12,997         | 13,257         | 13,523         | 13,793         | 14,069         |
| Postage  | 2,417               | 2,465          | 2,514          | 2,565          | 2,616          | 2,668          |
| Utilities  | 60,045              | 61,245         | 62,470         | 63,720         | 64,994         | 66,294         |
| Insurance  | 17,308              | 17,654         | 18,007         | 18,367         | 18,735         | 19,110         |
| Repairs and Maintenance  | 54,992              | 56,091         | 57,213         | 58,358         | 59,525         | 60,715         |
| Contracted Transportation, field trips                               | 5,296               | 5,555          | 5,666          | 5,780          | 5,895          | 6,013          |
| Tuition Assistance Program   | 10,000              | 10,000         | 10,000         | 10,000         | 10,000         | 10,000         |
| Travel, conferences and staff training                               | 8,272               | 8,676          | 8,850          | 9,027          | 9,207          | 9,391          |
| <b>Building rent</b>   |                     |                |                |                |                |                |
| Current Building Lease   |                     |                |                |                |                |                |
| 2007 Bond Principal and Interest Payment, refunding 6-30-16          | 0                   | 0              | 0              | 0              | 0              | 0              |
| 2016 Bond Principal and Interest Payment                             | 294,620             | 296,042        | 296,859        | 293,339        | 294,385        | 294,385        |
| Building Repair and Replacement Fund NEW                             | 25,000              | 25,000         | 25,000         | 25,000         | 25,000         | 25,000         |
| Annual Issuer and Trustee Fees                                       | 9,000               | 9,000          | 9,000          | 9,000          | 9,000          | 9,000          |
| Accounting, auditing and other fees                                  | 15,000              | 15,000         | 15,000         | 15,000         | 15,000         | 15,000         |
| <b>Total Building Rent</b>   | <b>343,620</b>      | <b>345,042</b> | <b>345,859</b> | <b>342,339</b> | <b>343,385</b> | <b>343,385</b> |

**Bluffview Montessori Charter School**  
**5 Year Long-Range Budget Model**  
 Adopted Budget fy 2020-21 as of 5-20-20, rev 1-7-21

|   | 2020-2021                 | 2021-2022        | 2022-23          | 2023-24          | 2024-25          | 2025-26          |
|---|---------------------------|------------------|------------------|------------------|------------------|------------------|
|   | <b>Budget Projections</b> |                  |                  |                  |                  |                  |
| Other Rentals and Operating Leases                              | 4,671                     | 4,765            | 4,860            | 4,957            | 5,056            | 5,158            |
| Supplies - Non Instructional                                    | 33,564                    | 35,205           | 35,909           | 36,627           | 37,359           | 38,107           |
| Contracted Services - Region V fees/data                        | 12,140                    | 12,733           | 12,988           | 13,248           | 13,513           | 13,783           |
| Instructional Supplies  | 16,603                    | 17,414           | 17,763           | 18,118           | 18,480           | 18,850           |
| Instructional Supplies federal grants, spec ed & title I        | 12,725                    | 13,346           | 13,613           | 13,886           | 14,163           | 14,447           |
| Textbooks and Workbooks   | 5,117                     | 5,367            | 5,474            | 5,584            | 5,696            | 5,810            |
| Standardized Tests  | 2,451                     | 2,571            | 2,622            | 2,675            | 2,728            | 2,783            |
| Media Resources   | 3,797                     | 3,983            | 4,062            | 4,144            | 4,227            | 4,311            |
| Technology Equipment  | 8,454                     | 8,623            | 8,795            | 8,971            | 9,151            | 9,334            |
| Pergola and Kitchen Freezer                                     | 0                         | 0                | 0                | 0                | 0                | 0                |
| Safe School Grant offset by one time revenue                    |                           |                  |                  |                  |                  |                  |
| Equipment   | 5,552                     | 5,663            | 5,777            | 5,892            | 6,010            | 6,130            |
| Ship Grant, Steamer for Kitchen                                 |                           |                  |                  |                  |                  |                  |
| Dues and memberships  | 27,012                    | 27,552           | 28,103           | 28,665           | 29,239           | 29,823           |
| Other Expenses  | 491                       | 515              | 525              | 536              | 546              | 557              |
| Student Activity expenses                                       | 28,058                    | 29,430           | 30,018           | 30,619           | 31,231           | 31,856           |
| Line of Credit loan interest expense                            | 0                         | 0                | 0                | 0                | 0                | 0                |
| Food Service  | 117,158                   | 122,884          | 125,341          | 127,848          | 130,405          | 133,013          |
| Cares Act Funds, GEER & ESSER                                   | 19,959                    |                  |                  |                  |                  |                  |
| CRF- Coronavirus Relief Funds                                   | 53,246                    |                  |                  |                  |                  |                  |
| Fund Balance Transfer to Food Service Fund                      | 5,415                     | 5,680            | 5,794            | 5,909            | 6,028            | 6,148            |
| Fund Balance Transfer to Community Service Fund                 | 36,259                    | 36,595           | 36,938           | 38,512           | 40,112           | 40,485           |
| <b>Total Expenditures General &amp; Food Service Fund</b>       | <b>2,877,406</b>          | <b>2,631,755</b> | <b>2,646,435</b> | <b>2,673,919</b> | <b>2,706,430</b> | <b>2,737,106</b> |
| <b>Annual Surplus (Deficit) General Fund &amp; Food Service</b> | <b>(41,278)</b>           | <b>(28,354)</b>  | <b>(30,894)</b>  | <b>(30,479)</b>  | <b>(34,582)</b>  | <b>(29,036)</b>  |
| Beginning Fund Balance  | 1,108,416                 | 1,067,138        | 1,038,784        | 1,007,890        | 977,411          | 942,828          |
| Ending Fund Balance   | 1,067,138                 | 1,038,784        | 1,007,890        | 977,411          | 942,828          | 913,792          |
| Fund Balance Percentage of Annual Expenditures General Fund     | 37.1%                     | 39.5%            | 38.1%            | 36.6%            | 34.9%            | 33.4%            |



## School Accountability and Authorizer Oversight System

### SCHOOL STATUTORY PURPOSES:

**PRIMARY PURPOSE (M.S. 124E.01):** The primary purpose of the charter school is to improve all pupil learning and all student achievement.

**MEASURE:** MCA exams

**PERFORMANCE STANDARDS / EXPECTATIONS:** Academic Performance Standards below.

**REPORTING:** Progress meeting these expectations is a required element of the Annual Report and “World’s Best Workforce” Plan.

**STATUTORY PURPOSE II (MS 124E.01):** Increase learning opportunities for all pupils.

**PERFORMANCE EXPECTATIONS –** The school provides unique opportunities to students as a Montessori School and will incorporate Service Learning into the school program. Service Learning will include locally determined specific learning outcomes students are to achieve.

**REPORTING:** Progress meeting these expectations is a required element of the Annual Report and “World’s Best Workforce” Plan.

**ADDITIONAL PURPOSE (M.S. 120B.11):** The school is to meet the outcomes adopted by the Commissioner for all public school students under Minnesota Statutes, section 120B.11 (“World’s Best Workforce”), applicable to elementary schools. Specifically, that 1) all children are ready for school; 2) all third-graders can read at grade level, and 3) all racial and economic achievement gaps between students are closed.

**GOALS:** locally determined, board approved annually for each of the outcomes.

**REPORTING:** Element of the Annual Report and “World’s Best Workforce” Plan.

### Introduction

As a leading authorizer, Volunteers of America–Minnesota builds its portfolio of high-performing charter schools by only selecting proposals with a strong potential for success. It then ensures that such potential is realized through a unique system of accountability that begins even before a school opens its doors.

VOA-MN is committed to fulfilling its role as a charter school authorizer by holding its schools accountable for a range of results. The accountability system presented in this document ensures that VOA-MN will uphold its legal obligation to make sure the schools it authorizes are reaching (or making adequate progress toward) the goals and benchmarks outlined in its charter contract and Minnesota statute.

VOA-MN uses a standard charter contract with unique school-specific terms that capture different approaches to achieving student success. The individuality of each school will be preserved in the “Academic Program Description” addendum to the charter contract.

### Volunteers of America of Minnesota Accountability Plan

According to Minnesota Statute 124E.01, subd.1, *The primary purpose of charter schools is to improve all pupil learning and all student achievement.* VOA-MN holds the schools it authorizes accountable in five major areas: academic performance, fiscal management, board governance, management and operations, and legal compliance. Each area may have multiple indicators of success and the charter school’s performance on each indicator will be rated as:



Meets standard;  
Partially meets standard;  
Does not meet standard.

Rating Scale: For each standard, a school earns points for contract renewal as follows:

0 = Does Not Meet Standard  
1 = Partially Meets Standard  
2 = Meets Standard

Weighting of Performance Measures used during the contract renewal process is as follows:

50% weighting: Academic Program (statutory purposes, including primary purpose)  
20% weighting: Financial Sustainability  
30% weighting: Organization  
15% governance  
15% management & compliance

#### Combining Data Over the Contract Term

Annual school performance results will be combined each successive year of the contract term wherever possible so that fluctuation due to small group size will be minimized and overall performance is accurately reflected.

#### Contract Renewal Eligibility

VOA-MN schools must achieve at least a Satisfactory Rating (70% of points possible) in the Performance Framework overall and meet the majority of standards in each performance area (Academic, Financial, Organizational Performance) to be eligible for a three-year contract renewal and at least an Exemplary Rating (80% of points possible) in the Performance Framework overall and meet the majority of standards in each performance area to be eligible for a five-year contract renewal. All contract renewals will be for either three or five years. Fewer than three years does not provide enough information on which to make a renewal decision.

If a school is performing below standard to receive a three-year renewal contract, but has agreed to the authorizer terms and conditions set forth in the School Improvement Plan to correct areas of deficiency, VOA-MN may agree to extend a school's contract (not to exceed five years) to provide additional time for a school to improve performance as an alternative to termination. If sufficient school improvement is not being made by the end of the 1st year of the extension, termination proceedings will commence.

#### Intervention and Corrective Action

VOA-MN schools that, prior to their year of contract renewal, fall below a Satisfactory Rating in the Performance Framework overall and/or in any performance area (Academic, Finance, Governance, Management/Operations) must enter into a School Improvement Plan that addresses the specific standards in the Performance Framework where the school performance is below Satisfactory.

#### Closure Plan

If the school does not meet the terms of the School Improvement Plan and attain a Satisfactory Rating by the end of the contract term, the school is a candidate for nonrenewal. If the school's contract is not renewed, the school must implement the Closure Plan as described in the school's charter contract.

### **Three essential questions guide our VOA-MN authorizer oversight and charter school accountability plan.**

#### **Academic Program Performance - Is the school's Learning Program a Success?**

**Academic Performance-** All public schools, including charters, must fully participate in the state assessments - Minnesota Comprehensive Assessments. Data from state assessments as well as Title 1 Designation consistent with the state North Star system will be compiled and evaluated in the Annual VOA-MN Authorized Charter Schools Academic Performance Report by the authorizer. Charter schools are required to meet the academic performance standards for which they agree to be held accountable in their charter contract. The extent to which a school is meeting their World's Best Workforce requirements and additional statutory purposes are also measured in the Learning program section.

The VOA-MN Charter School Authorizing Program publishes annually an Academic Performance Report on their network of authorized charter schools. The report serves as a single annual source of academic program and performance information for all of our VOA-MN operational charter schools. The report contains an analysis of annual and cumulative academic program, performance, and professional development data for each school.

Content from the annual Academic Performance Report also serves as the basis for the school academic performance analysis contained in the statutorily required Contract Renewal Evaluation Reports, including evaluation of the extent to which the school has met their primary purpose, “to improve all pupil learning and all student achievement” during the contract term.

The VOA-MN determined academic performance standards contained below are uniform for all VOA-MN charter schools. The standards are contained in VOA-MN Charter Contract Addendum B (School Accountability and Authorizer Oversight System) and serve as the basis for both annual authorizer monitoring of school academic performance and contract renewal determinations. *The authorizer reserves the right to have flexibility to reasonably amend these standards /expectations as needed (example: based on cell size being to small). One sample rating scale is imbedded below to provide the reader with context.*

VOA-MN’s academic performance standards/expectations include the following:

Academic Performance Standard 1 - Students are performing well on state examinations in comparison to students at schools they might otherwise attend (with similar demographics) as evidence of meeting their primary statutory purpose of improving all pupil learning and all student achievement. Imbedded WBWF. (Data Source: Evidence / Source: Minnesota Department of Education). Scale:

0 = School’s average proficiency rate is less than the average performance of students in schools they might otherwise attend.

1 = Partially meets standard - School’s average proficiency rate meets or exceeds the average performance of students in schools they might otherwise attend in one or two subjects (math, reading and science) but not all three.

2 = Meets standard - School’s average proficiency rate exceeds the average performance of students in schools they might otherwise attend.

Academic Performance Standard 2 - Over the term of the contract, the school will maintain a minimum combined achievement level of 62.7% in math and 67.0% in reading on the North Star Academic Achievement Report (Improved + Maintained) as evidence of meeting their primary statutory purpose of improving all pupil learning and all student achievement. Scale:

0 = Does not meet standard - School's achievement level of "increased and maintained" is below 50%

1 = Partially meets standard - School's achievement level of "increased and maintained" is between 70% and 50%

2 = Meets standard - School's achievement level of "increased and maintained" is 70% or higher

*Alternative Standard 2 for schools grades 9-12 only – DOES NOT APPLY TO BMS*

Academic Performance Standard 2 (alternative) - Over the term of the contract, the school's four-year adjusted cohort graduation rate will remain above 80%. \*Imbedded WBWF Standard: All students graduate from high school. (Evidence / Source: Minnesota Department of Education) Scale:

0 = Does not meet standard - School's four-year adjusted cohort graduation rate is below 75%.

1 = Partially meets standard - School's four-year adjusted cohort graduation rate is between 75%-80%

2 = Meets standard - School's four-year adjusted cohort graduation rate is 80% or higher.

Academic Performance Standard 3 - The difference between the “all-students” proficiency rate in the School and any reportable student group proficiency rate will be reduced over the term of the contract in both reading and math using state examination data as evidence of the School meeting their primary statutory purpose of improving all pupil learning and all student achievement. Imbedded WBWF Standard: all racial and economic achievement gaps between students are closed. (Evidence / Source: Minnesota Department of Education). Scale:

0 = The difference between the “all-students” proficiency rate and all reportable student group proficiency rates has increased.

- 1 = The difference between the “all-students” proficiency rate and at least one student group proficiency rate has been reduced.
- 2 = The difference between the “all-students” proficiency rate and all student group proficiency rates has been reduced.

Academic Standard 4: The school has adopted a formal teacher evaluation process and adheres to the requirements set forth in Minnesota Statute 122A.40. (Data/Source: AASC Annual Report) Scale:

- 0 = School has not adopted a teacher evaluation process.
- 1 = Meets some of the criteria, but no evidence that process is followed.
- 2 = Meets all criteria and is adhered to.

Academic Standard 5: All teachers are supported through a school-wide professional development plan that is based on analysis of assessment data and directly linked to improving all pupil learning and all student achievement. (Data / Source: School Annual Report) Scale:

- 0 = The school has not adopted a school-wide professional development plan.
- 1 = The school has a school-wide professional development plan, but the reviewer could not conclude that the plan was tied to data-driven decision-making.
- 2 = The school has adopted and followed a school-wide, data-driven professional development plan.

Academic Standard 6: The school is meeting their additional purposes (MS 124E.01,Subd 1; Charter Contract Addendum B). (Data Source: School Annual Report) Scale:

- 0 = The school does not have a plan for meeting their additional statutory purposes and measuring progress.
- 1 = The school has a plan for meeting their additional statutory purposes and is partially meeting them.
- 2 = The school has a plan and is meeting their additional statutory purposes.

Academic Standard 7: The school is meeting the World’s Best Workforce goals (MS 120B.11; Charter Contract Addendum B). (Data Source: School Annual Report) Scale:

- 0 = The school does not have a plan for meeting their WBWF goals and measuring progress.
- 1 = The school has a plan for meeting their WBWF goals and is partially meeting them.
- 2 = The school has a plan and is meeting their WBWF goals.

### **Financial Sustainability – Does the School Exhibit Strong Financial Health?**

Charter schools receive public funds and must meet generally accepted standards of fiscal management. It is VOA-MN’s duty to ensure that the schools are responsible stewards of public funds. The charter school shall provide VOA with a copy of its draft and final annual budgets and monthly cash flow projections for each fiscal year by July 1 of each fiscal year. VOA-MN shall use submitted budget and cash flow statements, along with any other relevant information, to determine if the charter school has a realistic balanced budget plan for the current year. VOA-MN shall use the financial statements presented in the charter school’s annual financial audit, along with any other relevant information, to determine if the charter school maintained a balanced budget during the prior-year. Schools are expected to have audits that are free of all findings.

The VOA-MN Charter School Authorizing Program publishes annually a School Financial Oversight Report on their network of authorized charter schools. The parties acknowledge that the Minnesota Charter Schools Law requires a charter school to meet generally accepted standards of fiscal management. This requirement has two underlying purposes: to monitor the financial health of the school and compliance with state and federal laws, including proper use of public funds. The report will contain an evaluation of school performance meeting the VOA-MN financial standards.

The VOA-MN determined school financial standards contained below are uniform for all VOA-MN charter schools. The standards are contained in VOA-MN Charter Contract Addendum B (School Accountability and Authorizer Oversight System) and serve as the basis for both annual authorizer monitoring of school financial health and contract renewal determinations. The authorizer will monitor school performance meeting these standards on an ongoing basis and the standards shall will be evaluated in the annual VOA-MN Network Finance Report. The standards also serve as the

criteria for contract renewal determinations. *The authorizer reserves the right to have flexibility to reasonably amend these standards /expectations as needed (example: fund balance standard may be negotiated based on school length of operation or size). One sample rating scale is imbedded below to provide the reader with context.*

VOA-MN's school financial standards/expectations include the following (authorizer reserves the right to amend standards or scale as needed/warranted):

Finance Standard 1: The school maintains a balanced budget. Data Source: Original and revised budgets, annual financial audit report, monthly income statements.

- 0 = deficit position
- 1=NA
- 2 = surplus position

Finance Standard 2: The school is compliant with state and federal financial reporting deadlines and laws, including the proper use of public funds. Data Source: MDE reports including: Preliminary UFARS data, Student ADM, Final UFARS data.

- 0 = missed > 1 time
- 1 = missed 1 time
- 2 = never missed

Finance Standard 3: The school's financial audit is submitted to the Minnesota Department of Education, Office of the State Auditor and the authorizer by December 31. Data Source: Email from the school with attached MDE documentation.

- 0 = not submitted
- 1 = n/a
- 2 = submitted

Finance Standard 4: Schools are expected to have audits that are free of all findings. Data Source: The school's financial audit report.

- 0 = 1 or more "material weakness" or legal compliance finding (s)
- 1 = 1 or more "significant deficiency" finding(s)
- 2 = no findings

Finance Standard 5: The school is current on all financial obligations, including, but not limited to: pension payments, payroll taxes, insurance coverage and loan payments. Data Source: Monthly check registers, cash flow projections, board meeting agenda's and minutes.

- 0 = late > 3 times
- 1 = late 1-2 times
- 2 = never late

Finance Standard 6: The School provides VOA-MN and school board members with monthly financials. June financial reports may be delayed until year-end journal entries are completed. Packets include at least the following: 1) detailed income/expense report, 2) cash flow projection, 3) check register, and 4) current enrollment (Average Daily Membership). The board should review and approve the financials at each board meeting. Data Source: Board packets

- 0 = missed > 2 times
- 1 = missed 1-2 times
- 2 = never missed

Finance Standard 7: The School develops and maintains a targeted General Fund balance determined by the school board. For the finance report, VOA-MN also determines a standard for fund balance annually based on items such as school funding trends and funding hold-backs. Data Source: The school's General Fund balance policy, monthly financial reports, board meeting agenda's and minutes.

- 0 = < 15%

1 = 15-20%  
2 = 20% or >

Finance Standard 8: The school board has a finance committee that meets regularly to review financial reports. Data Source: Board meeting packets, agendas, and minutes.

0 = 0-4 meetings/year  
1 = 5-9 meetings/year  
2 = 8-12 meetings/year

Finance Standard 9: All finance committee members exhibit working knowledge of financial oversight. Data Source: School board members queries, board meeting agendas and minutes.

0 = some committee members have not received formal/informal training during the year relating to their roles and responsibilities on the finance committee

1 = NA

2 = all committee members have received formal/informal training during the year relating to their roles and responsibilities on the finance committee

Finance Standard 10: The school is not in Statutory Operating Debt (SOD). Data Source: School's budget, board meeting agendas and minutes, financial audit.

0 = in SOD

1 = n/a

2 = not in SOD

### **Governance - Is the organization effective and well run?**

Effective board governance is essential to the successful start-up and operation of a public charter school. The diversity of charter school board memberships – teachers, parents, community leaders, and volunteers – heightens the importance of consistent expectations and development activities.

The authorizer regularly monitors the performance quality of the school board based on authorizer observations; interviews with the director, board and faculty; and the review of school policies, reports and board meeting minutes. A school must have a governance model that provides quality oversight by ensuring that there are checks and balances between the board and the school administrators.

A school board is responsible for developing, implementing, and assessing policy; defining sound employee relations; conducting open meetings; recognizing and conforming to the legal mandates imposed by state and federal laws; and governing within the limits of a delegation of state authority – as a nonprofit and public-school board. Additionally, the board has an obligation to assess its successes and failures; inform the public of all deliberations and decisions; promote accountability; enhance public understanding of its mission; conform to standards of ethical behavior; provide a framework for setting goals; and develop strategic plans for the accomplishment of those goals.

The VOA-MN Charter School Authorizing Program publishes annually a School Board Governance Report on their network of authorized charter schools. The purpose of this report is to be a single annual source on the board operations and compliance of the eighteen VOA-MN- authorized charter schools. Authorizer VOA-MN also observes a minimum of two school board meetings annually.

The VOA-MN determined school board governance standards contained below are uniform for all VOA-MN charter schools. The standards are contained in VOA-MN Charter Contract Addendum B (School Accountability and Authorizer Oversight System) and serve as the basis for both annual authorizer monitoring of school board performance and contract renewal determinations. The authorizer will monitor school performance meeting these standards on an ongoing basis and the standards shall will be evaluated in the annual VOA-MN Network Governance Report. The standards also serve as the criteria for contract renewal determinations. *The authorizer reserves the right to have flexibility to reasonably amend these standards /expectations as needed (example: based on length the school has been in operation). One sample rating scale is imbedded below to provide the reader with context.*

VOA-MN's school board governance standards/expectations include the following (authorizer reserves the right to amend standards or scale as needed / warranted):

Governance Standard 1: The Board of Directors met its governance model requirements laid out in its bylaws and membership requirements as required by Minnesota Statute\*.

- 0= Board structure does not meet bylaws and/or state statute;
- 1 = board did not meet requirements for the entire fiscal year;
- 2= board structure meets bylaws and state statute.

Governance Standard 2: The Board of Directors has the necessary knowledge to carry out the responsibilities contained in Minn Stat 124E.07, Subd. 6. (Duties), including knowledge in finance/budget, policy/legal, personnel/employment, and education.

- 0 = The board does not have a plan to ensure board members have the necessary knowledge;
- 1 = the board has a partial plan to ensure members have the necessary knowledge in the areas of finance/budget, policy/legal, personnel/employment, and education;
- 2 = The board has a thorough plan to ensure members have the necessary knowledge in the areas of finance/budget, policy/legal, personnel/employment, and education.

Governance Standard 3: The board adheres to an orientation process for bringing on new members.

- 0 = The board does not have a membership orientation process for new board members;
- 1 = the school board has a process for the orientation of new board members, but it is not consistently followed;
- 2= School board adheres to a thorough process for the orientation of new board members.

Governance Standard 4: The Board of Directors complies with initial and ongoing training requirements set forth in Minn. Stat 124E.07, Subd 7 (Training): governance, financial, and employment policies and practices.

- 0 = more than one board member did not fully comply with Minnesota law regarding board training requirements;
- 1 = one board member did not fully comply with Minnesota law regarding board training requirements and was removed;
- 2= all board members comply with Minnesota law regarding board training requirements

Governance Standard 5: The Board of Directors completes a self-evaluation each year.

- 0 = board does not self-evaluation
- = board competes informal self-evaluations during one or more board meeting(s)
- 2=board completes a formal self-evaluation each year

Governance Standard 6: The Board of Directors will comply with MN Open Meeting Law, Chapter 13D, and maintains a quorum for all board meetings.

- 0 = The board has 2 or more infractions of MN Open Meeting Law;
- 1 = the board has 1 infraction of MN Open Meeting Law;
- = the board has no infractions of MN Open Meeting Law.

Governance Standard 7: The board regularly reviews, updates, and approves its bylaws. The bylaws are consistent with state law.

- 0 = Bylaws are inconsistent with state statute;
- 1 = bylaws are consistent with state statute but have not been reviewed regularly;
- 2= bylaws are consistent with state law and the board reviews them regularly.

Governance Standard 8: The Board of Directors adheres to board member election requirements set forth by state statute\*.

- 0 = Election requirements were not met;
- 1= NA
- = all requirements were met.

Governance Standard 9: The Board conducts an annual evaluation (including all aspects of the position description) of the performance of the school leader through a defined annual evaluation process.

- 0 = The board did not complete an annual evaluation of the school leader;
- 1 = the board completed an evaluation of the school leader but not on all aspects of the job description;
- 2 = the board completed a formal evaluation of the school leader including all aspects of the job description.

Governance Standard 10: The Board has a board-approved professional development plan for the school director (if applicable as required by Minn. Stat. 124E.12, Subd. 2\*).

- 0 = A professional development plans for the non-licensed individual(s) was not documented in the school's annual report;
- 1=NA
- 2 = a professional development plan for the non-licensed individual(s) was documented in the school's annual report or the school's director holds an administrative license.

Governance Standard 11: The Board of Directors monitors the organization's adherence to school board policies.

- 0 = meeting minutes include no evidence of the board monitoring the organization's adherence to school board policies;
- 1 = meeting minutes includes one or two examples of the board monitoring the organization's adherence to school board policies;
- 2 = meeting minutes include three or more examples of the board monitoring the organization's adherence to school board policies.

Governance Standard 12: The Board of Directors complies with Federal data practices law and the Minnesota Data Practices Act (Minn. Stat. Chapter 13)\*.

- 0 = Data practice policies are not fully in place;
- 1 = Data practice policies are in place in accordance with state statute but staff were not trained in Data Practices;
- 2 = Data practice policies are in place in accordance with state statute and staff are appropriately trained in Data Practices.

Governance Standard 13: The Board of Directors provides ongoing oversight of school academic performance.

- 0 = less than half of the board meeting minutes or less include evidence of oversight of school academic performance;
- 1 = at least half of the board meeting minutes include evidence of oversight of school academic performance;
- = meeting minutes include evidence of regular oversight of school academic performance.

Governance Standard 14: The school maintains a high level of parent, teacher and student satisfaction rates based on school conducted surveys and student/faculty retention rates.

- 0 = Less than two of three criteria are met: high levels of satisfaction of parent satisfaction is based on survey results of over 80%; high levels of student satisfaction based on achieving over 80% retention rates; and high levels of teacher satisfaction based on achieving over 80% staff retention rates;
- 1 = Two of three criteria are met: high levels of satisfaction of parent satisfaction is based on survey results of over 80%; high levels of student satisfaction based on achieving over 80% retention rates; and high levels of teacher satisfaction based on achieving over 80% staff retention rates;
- 2 = All of the following criteria are met: high levels of satisfaction of parent satisfaction is based on survey results of over 80%; high levels of student satisfaction based on achieving over 80% retention rates; and high levels of teacher satisfaction based on achieving over 80% staff retention rates.

Governance Standard 15: Board documents are distributed to all board members at least 3 days prior to a board meeting.

- 0 = Board documents were not distributed to all board members three or more times;
- 1 = board documents were not distributed to all board members one or two times;
- = board documents were distributed to all board members at least 3 days prior to each board meeting.

Governance Standard 16: The Board of Directors maintains a Board Documents Binder which includes meeting minutes, bylaws and articles of incorporation and financial statements; and statutory requirements for posting board related information on the school's website\*.

- 0 = information is incomplete in the binder or on the school's website;
- 1 = complete information is available both in a binder and on the school's website; but there are 1-2 incidents of minutes not being posted after board approval;

2 = a complete Board Documents Binder is kept includes meeting minutes, bylaws and articles of incorporation and financial statements; and the school's website includes the statutory requirements for posting board-related information.

Governance Standard 17: The board has a policy review calendar and reviews and updates its policies as needed or required by state law.

0 = Board does not have a calendar/plan for policy review and/or reviews policies at half or fewer of the regular meetings;  
1 = the board has a policy review calendar/plan and reviews policies at half or fewer of the regular board meetings;  
2 = the board has a thorough policy review calendar/plan and review policies as a regular component of regular board meetings.

### **Management & Operations**

Effective day to day operations of a charter school support the Learning Program. A well-run school provides an environment in which staff and students can perform at the highest possible level and more effectively reach the school's goals. Management and operations of the school will be monitored and reported by the authorizer using the Formal Site Visit Rubric. The standards also serve as the criteria for contract renewal determinations. The authorizer reserves the right to have flexibility to reasonably amend these standards /expectations as needed (example: based on cell size being too small). One sample rating scale is imbedded below to provide the reader with context.

Authorizer standards / expectations for school management and operations include:

#### **School Mission, Vision, and Purpose**

M/O Standard 1: Mission and vision are central to the school's identity and inform all decision-making processes. The school's learning program exemplifies the mission and vision of the school. (Data source: annual school site visits, annual submission calendar document review, discussions with school leadership) Scale:

0 = Mission and vision are not used to guide school's decision-making.

1 = Mission and vision are displayed in the facility, on website and in annual report, but evidence that they guide decision-making and programming are missing.

2 = Mission and vision are central to the school's identity and inform all decision-making processes. The school's learning program exemplifies the mission and vision of the school.

M/O Standard 2: The school has a plan for Service Learning that connects classroom learning with real life lessons that come through service. (Data source: annual school site visits, annual submission calendar, document review, discussions with school leadership) Scale:

0 = The school does not have a plan for service learning. School does not engage in service.

1 = The school has a service-learning plan, but without evidence of a connection between the plan and service activities.

2 = The school has a plan for Service Learning that connects classroom learning with real life lessons that come through service.

#### **School Culture & Learning Environment**

M/O Standard 3: The school maintains a safe and healthy environment per state and federal guides and board policy. (e.g., facility /ADA, building inspections, school liability insurance, student medical / health matters, school drills). (Data source: annual school site visits, annual submission calendar, document review, discussions with school leadership) Scale:

0 = The school could not provide evidence of compliance with health and safety requirements for public schools.

1 = The school is making progress approaching standard.

2 = The school can provide evidence that it complies with health and safety requirements for public schools.

M/O Standard 4: Evidence suggests that the school engages parents and students in ways that build positive relationships and engages them as partners in their child's learning (Data source: annual school site visits, annual submission calendar document review, discussions with school leadership) Scale:



0 = The school could not provide evidence that it has a plan or activities to engage parents and students in ways that build positive relationships and engages them as partners in their child's learning.

1 = The school is making progress approaching standard.

2 = The school provides ample evidence that the organization engages parents and students in ways that build positive relationships and engages them as partners in their child's learning.

M/O Standard 5: Evidence suggests that the school-teachers are covering the scope and sequence of the state academic standards and engaging in data-driven decision-making. (Data source: annual school site visits, annual submission calendar document review, discussions with school leadership) Scale:

0= The school does not have a system established to ensure that school-teachers are covering the scope and sequence of the state academic standards &/or does not engage in data-driven decision-making.

1= The school leadership provided some examples of how he/she provides oversight that school-teachers are covering the scope and sequence of the state academic standards, but systemic plan for monitoring progress and data-driven decision-making was lacking.

2= Evidence suggests that the school has established a uniform system to ensure that the school-teachers are covering the scope and sequence of the state academic standards and monitoring student progress toward comprehension.

#### Documents and Processes

M/O Standard 6: The school employs highly qualified, appropriately licensed teachers. (Data source: annual site visits, annual submission calendar document review, discussions with school leadership). Scale:

0= The school has had multiple license infractions over the contract term.

1= The school has had two or fewer teacher license infractions and they were swiftly resolved. Evidence suggests that the school has systems to recruit quality licensed teachers.

2= The school provides evidence of exemplary hiring processes that ensure teachers are properly credentialed. There have been no license infractions over the contract term.

M/O Standard 7: Criminal background checks are conducted on all persons per the board policy and Minn. Stat. 123B.03, Subd.1. (Data source: annual site visits, annual submission calendar document review, discussions with school leadership) Scale:

0 = The school could not provide evidence that it adheres to statute and policy pertaining to conducting criminal background checks on employees and school volunteers.

1 = The school could not provide evidence that it adheres to statute and policy pertaining to conducting criminal background checks on employees, but not on school volunteers.

2 = The school provided evidence that it adheres to statute and policy pertaining to conducting criminal background checks on employees and school volunteers.

M/O Standard 8: The school meets / maintains its enrollment goals. (Data source: annual site visits, annual submission calendar document review, discussions with school leadership) Scale:

0 = The school is not meeting its student enrollment goals.

1 = NA

= The school could provide evidence that it is meeting its annual student enrollment goals.

M/O Standard 9: The school institutes a fair and open student admission process that complies with Minnesota law. (Data source: annual site visits, annual submission calendar document review, discussions with school leadership) Scale:

0 = The school could not provide evidence of adherence with state laws and guidelines pertaining to student admission.

1 = The school provides evidence of adherence with state laws and guidelines pertaining to student admission. The school has been the subject of state investigation with findings.

2 = The school provides evidence of adherence with state laws and guidelines pertaining to student admission.

M/O Standard 10: The school's employment process complies with state and federal law. (Data source: annual site visits, annual submission calendar document review, discussions with school leadership) Scale:

0 = The school could not provide evidence that its employment process complies with state and federal law.

- 1 = The school is making progress meeting standard.
- = The school provides evidence that its employment process complies with state and federal law.

M/O Standard 11: The school has defined job descriptions and defined evaluation process for all personnel. (Data source: annual site visits, annual submission calendar document review, discussions with school leadership) Scale:

0 = The school could not provide evidence of job descriptions for all employee positions and aligned to an evaluation process.

1 = The school could provide evidence of job descriptions for most employee positions but did not have a defined evaluation process.

2 = The school could provide evidence of job descriptions for all employee positions and aligned to an evaluation process.

#### Special Education - Services to Students with a Disability

M/O Standard 12: The school complies with IDEA, special education laws and school's TSES plan, including "Child Find." Applicable training is provided to faculty annually. (Data source: annual site visits, annual submission calendar document review, discussions with school leadership, MDE communications) Scale:

0 = The school could not provide evidence of compliance with IDEA, special education laws and school's TSES plan, including "Child Find."

1 = The school could provide evidence of compliance with IDEA, special education laws and school's TSES plan, including "Child Find." However, the school has been the subject of MDE complaint investigation with findings.

2 = The school could provide evidence of compliance with IDEA, special education laws and school's TSES plan, including "Child Find."

M/O Standard 13: The school provides professional development annually to faculty on special education to ensure school compliance with Child Find and other special education laws. (Data source: annual site visits, annual submission calendar document review, discussions with school leadership) Scale:

0 = The school could not provide evidence of training to faculty on special education.

1 = NA

= The school could provide evidence that it provides training to faculty at least annually.

M/O Standard 14: The school is not subject to special education investigations by MDE and is not in Corrective Action. (Data source: annual site visits, annual submission calendar document review, discussions with school leadership, MDE communications) Scale:

0 = The school has been the subject of MDE investigations with findings. Findings have not been resolved.

1 = The school has been the subject of MDE investigations with findings. Progress has been observed to resolve findings.

2 = The school is not subject to special education investigations by MDE and is not in corrective action or is adhering to their plan to resolve concerns.

M/O Standard 15: The school is compliant with laws pertaining to special education directors and Advisor Council (SEAC). (Data source: annual site visits, annual submission calendar document review, discussions with school leadership) Scale:

0 = The school could not provide evidence that it is compliant with laws pertaining to special education directors and Advisor Council (SEAC).

1 = The school contracts with a special education director but could not provide evidence that it has a SEAC that meets at least annually.

2 = The school could provide evidence that it is compliant with laws pertaining to special education directors and Advisor Council (SEAC).

Legal and Contractual Compliance - Charter schools are required to follow many state and federal laws pertaining to all public schools and are expected to uphold all provisions of the charter school contract. VOA-MN expects compliance with legal and contractual obligations. Each VOA-MN authorized charter school shall maintain a Compliance Binder on

site that includes VOA-MN defined evidence of compliance with state and federal statutes organized in the manner prescribed by VOA-MN. Additionally, VOA-MN authorized charter schools shall submit information to the authorizer in accordance with the VOA-MN prescribed Annual Submission Calendar. Management and operations of the school will be monitored by the authorizer and reported in the Formal Site Visit Report and additionally as needed. *This section is not scored individually. The compliance binder and submission calendar are systems for ongoing monitoring of school performance and compliance and compliance requirements are imbedded in previous sections.*

## **ONGOING AUTHORIZER SCHOOL MONITORING**

### **SITE VISITS**

One of the most important ways VOA-MN gathers information about the schools it authorizes is through on-site visits. Site visits allow the authorizer to observe the school and engage in discussions with school management. VOA-MN conducts two different types of site visits: Formal and Informal.

**Formal Site Visit-** Formal Site Visits are typically conducted once per year by a member of the VOA-MN Authorizing Program Leadership Team who interviews key stakeholders and conducts observations. Written feedback is provided to the Board of Directors and school leadership guided by the Site Visit Rubric. VOA-MN staff will provide formal written feedback summarizing observations. The feedback will identify areas of strength and areas that require improvement. If a more serious issue arises from a site visit, VOA-MN may implement an intervention based upon the “Range of Interventions” table.

**Informal Site Visit-** VOA-MN may conduct informal site visits at any time to fulfill its duties as an authorizer. Reasons for informal site visits may include: investigation of a complaint, determination of readiness to open, follow up on implementation of improvement plans, or documentation of best practices. These visits are typically less formal and may be without notice.

### **BOARD MEETINGS**

Another important component of VOA-MN authorizer oversight is board meeting observations conducted at least twice per year and more often for schools within their first two years after initial charter approval. Authorizer VOA-MN uses the Board Meeting Observation Rubric and provides timely feedback to the school boards. VOA-MN also closely monitors the monthly board meeting minutes and financials of each authorized school and provides feedback to the school as needed.

### **SCHOOL PUBLISHED ANNUAL REPORTS**

The Charter School Law (Minn. Stat. 124E.16) includes requirements for a charter school annual. Additionally, VOA-MN requires that annual reports include specific elements defined by VOA-MN annually. VOA-MN required elements include how the school is performing based on the three essential questions: Is the student learning program a success? Does the school exhibit strong financial health? Is the organization effective and well-run? The final draft be board approved and posted to the school’s official website. The VOA-MN Annual Report criteria may contain the World’s Best Workforce Report.

### **AUTHORIZER PUBLISHED SCHOOL PERFORMANCE REPORTS**

In addition to the Formal Site Visit Report that each school is provided, VOA-MN will also annually publish three VOA-MN Charter School Network Reports: Academic Performance, Board Governance, and Financial Management. The cumulative purpose of these reports is to assess the ongoing performance of VOA-MN authorized schools regarding academic success, financial sustainability, and organizational effectiveness.

The combination of school performance based on the three VOA-MN Annual School Performance Reports, annual Formal Site Visit Reports, informal site visit observations, authorizer observations of board meetings, and ongoing monitoring of school reporting and compliance provides an accountable oversight mechanism for the authorizer, schools, and other organizations. This collective body of evidence will also form the basis for contract renewal decisions.



**RANGE OF POSSIBLE INTERVENTIONS – CONTRACT B. II.**

If VOA-MN has a concern about the School, or if the School fails to make adequate progress towards achieving authorizer contractual standards/expectations for school performance, or to comply with Applicable Law, or other requirements of this contract, VOA-MN shall determine the appropriate intervention. The interventions below need not be implemented sequentially, and VOA-MN will implement these as it sees fit and at its sole discretion.

| Status  | Triggered By   | May Result In  |
|---|--|--|
| INTERVENTION LEVEL ONE<br><br>Notice of Concern     | <p>Signs of weak performance identified through routine monitoring; through implementation, compliance, or performance reviews; or by other means.</p> <p>Lack of progress towards meeting contractual performance standards / expectations.</p> <p>Failure to submit required documents on a timely basis.</p> <p>Failure to comply with applicable law or the conditions of the charter contract.</p> <p>Signs of poor financial health or management.</p>                                     | <p>Letter from the Authorizer to the charter school’s Board of Directors detailing areas of concern.</p> <p>Authorizer recommendation that the school board institute an oversight plan for performance improvement in the areas where standards were not met.</p>   |
| INTERVENTION LEVEL TWO<br><br>Notice of Deficiency  | <p>Signs of further weakening performance identified through routine monitoring; through implementation, compliance, or performance reviews; or by other means.</p> <p>Failure to meet multiple contractual performance standards/expectations; or repeated failure to meet a single performance standard/expectation.</p> <p>Significant failure to comply with applicable law or the conditions of the charter contract.</p> <p>Continued evidence of poor financial health or management.</p> | <p>Letter from Authorizer to charter school Board of Directors detailing areas of deficiency and action required to address the deficiency.</p> <p><i>and</i></p> <p>Authorizer may require charter school Board of Directors to approve a remediation plan containing specific improvement objectives, technical assistance requirements, and schedule for remedial actions to be approved by the Authorizer.</p> |
| INTERVENTION LEVEL THREE<br><br>Probationary Status | <p>Continued failure to meet contractual performance standards/expectations or failure to meet objectives of a remediation plan.</p> <p>Continued failure to comply with the applicable law or the conditions of the charter contract.</p> <p>Severe concerns regarding the school’s financial viability.</p>  | <p>Letter from the Authorizer to charter school Board of Directors detailing reasons for probationary status and action required to address concerns.</p> <p>Remediation plan imposed by the Authorizer.</p> <p><i>and/or</i></p> <p>Authorizer may appoint staff or a consultant to specifically monitor implementation of the remediation plan</p>   |
| INTERVENTION LEVEL FOUR<br><br>Charter Review       | <p>Failure to address the terms of Probationary Status.</p> <p>Extended pattern of failure to meet contractual performance standards/ expectations and/or to comply with applicable law or the conditions of the charter contract.</p> <p>Severe and persistent concerns regarding the school’s financial viability.</p>   | <p>Recommendation to revoke, not to revoke, or to impose lesser sanctions.</p> <p><i>and/or</i></p> <p>Decision to commence or not to commence revocation proceedings made by VOA-MN.</p>  |
| INTEVENTION LEVEL FIVE<br><br>Charter Revocation    | <p>Charter Review results in recommendation to revoke.</p>   | <p>Commencement of charter revocation proceedings consistent with Minnesota Stat. 124E and the terms of the charter contract.</p>  |



## Charter School Contract Renewal and Revocation Process

### Renewal Process

Volunteers of America-Minnesota (VOA-MN) views contract renewal as an on-going process that is engaged in by the Board of Directors, school leadership, and the authorizer throughout the entire life of the school's contract with its authorizer. This process culminates in the authorizer publishing an end of contract evaluation report.

### End-of-Term Evaluation

VOA-MN publishes an end-of- contract evaluation report based on information, observations and documentation accumulated throughout the length of the contract. The evaluation is an opportunity to determine the extent to which the school is meeting VOA-MN's expectations of a high-quality charter school. More specifically, we assess the school based on the following three central questions:

Is the student learning program a success? (Academic Performance)

Does the school exhibit strong financial health? (Financial Management)

Is the organization effective and well-run? (Board Governance, Management and Operations, Compliance)

We quantify the school's progress in each area (academic performance, governance, financial management / health, and management/operations) using the system described in B.I. (Rating Scale and Weighting of Performance Measures).

VOA-MN will complete a draft of its end-of-term evaluation of the school and submit the draft for review and comment by school leadership and the board. VOA-MN will then make changes, if necessary, and resubmit a final evaluation and decision of renewal to the school's board. Through ongoing monitoring and the renewal evaluation process, VOA-MN determines whether to renew its contract with the charter school and if so, for what length of time. Contracts can be renewed for up to five years.

### Termination or Nonrenewal of a contract

Consistent with Minn. Stat. 124E.10, Subd.4(b), VOA-MN may act to terminate or not renew a charter under the following grounds:

- (1) *failure to meet the requirements for pupil performance contained in the contract;*
- (2) *failure to meet generally accepted standards of fiscal management;*
- (3) *violations of law; or*
- (4) *other good cause shown.*

At least 60 days before not renewing or terminating a contract, the authorizer shall notify the board of directors of the charter school of the proposed action in writing. The notice shall state the grounds for the proposed action in reasonable detail and that the charter school's board of directors may request in writing an informal hearing before the authorizer within 15 business days of receiving notice of nonrenewal or termination of the contract. Failure by the board of directors to make a written request for a hearing within the 15-business-day period shall be treated as acquiescence to the proposed action. Upon receiving a timely written request for a hearing, the authorizer shall give ten business days' notice to the charter school's board of directors of the hearing date. The authorizer shall conduct an informal hearing before taking final action. The authorizer shall take final action to renew or not renew a contract no later than 20 business days before the proposed date for terminating the contract or the end date of the contract.

Example VOA-MN Timeline for Contract Renewal Process

| Item   | Responsible Party     | Timeline                                |
|--|-----------------------|---|
| School Program Description Completed by Charter School   | Renewing School       | February-March                          |
| The School will complete and submit their proposed Program Description (contract Addendum A) for review by VOA-MN. Once the content of the document is agreed upon - including curriculum, interim assessments, and future plans, it will be incorporated into the renewal contract. |                       |   |
| Authorizer formal end-of-term evaluation draft completed and submitted to renewal school for review  | Authorizer            | April                                   |
| End-of-term evaluation comments completed  | Renewing School/Board | April-May                               |
| Draft contract submitted to renewing school for comment  | VOA-MN                | April –May                              |
| Contract approved and signed   | VOA-MN                | May-June                                |
| Contract approved and signed   | Renewing Board        | May-June                                |
| If Terminating/Not Renewing  |                       |   |
| Request a public hearing termination/nonrenewal notice   | Board                 | Within 15 business days of              |
| Final contract termination/renewal decision end date if not renewing or terminating  | VOA-MN                | Within 20 business days of the contract |



## **BLUFFVIEW MONTESSORI SCHOOL**

### **Special Education Services**

The school will comply with Minnesota Statutes Chapters 125A and 124E, all applicable rules implemented pursuant to these chapters, and all Federal and State law relating to the education of students with disabilities. Consistent with the provisions of Minnesota Statutes § 124E.21, the financial parameters within which the School will operate to provide special education instruction and related services to students with disabilities will be based on the individual needs of the student, as defined by the student's evaluation and by the instruction and related services specified in the student's Individual Education Plan ("IEP"). The School will deliver services in accordance with IDEA, board policies, and best practices.

The School will provide special education services in compliance with all state and federal guidelines. The teaching staff will provide strategies and instructional techniques that support the learning needs of each learner. The School will continue to contract with a Special Education Director for oversight and assistance maintaining a compliant system that meets the needs of the student population.

The School will plan for child-find activities, initial assessments, reassessments, IEP planning and service delivery as dictated by special education laws. The School will use a combination of employment and contracted services to meet the needs of identified special education students.

#### **Responsibilities of the Board:**

Approve and monitor school budget revenues and expenditures related to special education. Require regular updates by school management regarding state special education reporting and financial reimbursements. Review and approve special education program expenditures.

Approve the hiring of necessary and essential special education staff and contracted services.

Monitor school management's oversight of special education faculty and contractors.

Monitor school management's oversight of required special education program and financial reporting to the state.

Collaboratively with school management, ensure that the school facility is ADA compliant and supports the continuum of special education services for students with disabilities. A charter school may not deny persons with disabilities, including parents and students, the benefits of programs and activities offered at its school because of inaccessible facilities.

#### **Responsibilities of the School Management:**

Monitor school compliance with the board-approved Total Special Education Services Plan (TSES). Every Minnesota school district, including charter schools that are districts, is required to have a Total Special Education System (TSES).

Monitor and supervise special education faculty and contractors.

Maintain and report financial data related to special education programs as required by Minnesota Statute § 125B.07, Subd. 6 “Data Acquisition Calendar.”

Provide oversight of the school budget related to special education revenue and expenditures.

Supervise special education faculty to ensure that each student with an IEP is receiving all special education supports identified in the student's IEP.

Arrange appropriate and ongoing staff development regarding the delivery of special education and related services.

As a result of this expectation, the Authorizer will:

Annually review student school application forms, policies and procedures for compliance with the Individual with Disabilities Education Act (IDEA) and Section 504 of the Americans with Disabilities Act.

Regularly monitor school compliance with the board-approved Total Special Education Services Plan (TSES). Every Minnesota school district, including charter schools that are districts, are required to have a Total Special Education System (TSES).

Regularly monitor compliance with state reporting requirements as required by Minnesota Statute § 125B.07, Subd. 6 “Data Acquisition Calendar.”

At least annually interview the school Special Education Director and staff to monitor program accountability and compliance.

During site visits, monitor ADA compliance and whether or not facilities support the continuum of special education services for students with disabilities. A charter school may not deny persons with disabilities, including parents and students, the benefits of programs and activities offered at its school because of inaccessible facilities.

Monitor school compliance with state and federal special education educator licensing requirements and reporting.





**COMPLIANCE AGREEMENT**

The undersigned members of the BOARD OF DIRECTORS of BLUFFVIEW MONTESSORI SCHOOL agree to comply with all federal and state laws governing organizational, programmatic and financial requirement applicable to charter schools.

*This document is effective June 30, 2021.*

1. \_\_\_\_\_  
Board Member Signature

2. \_\_\_\_\_  
Board Member Signature

3. \_\_\_\_\_  
Board Member Signature

4. \_\_\_\_\_  
Board Member Signature

5. \_\_\_\_\_  
Board Member Signature

6. \_\_\_\_\_  
Board Member Signature

7. \_\_\_\_\_  
Board Member Signature



MINNESOTA

## SCHOOL CLOSURE PLAN

| Item                              | Description of Required Actions  | Responsible Party              | Completion Date | Status |
|-----------------------------------|--|--------------------------------|-----------------|--------|
| Immediate Board Actions           |  |                                |                 |        |
| 1                                 | <p>Establish <i>ad hoc</i> School Board Committee for wind-up / restructuring</p> <p>Designate School contact person(s) to send and receive communications from the VOA-MN;</p> <p>Designate employees or School Board members who will handle various aspects of winding up of School operations;</p> <p>Provide contact information, and list of employees / School Board members and correspondent responsibilities to the VOA-MN.</p> <p>Instruct contact persons to heed notification requirements for time sensitive notifications, if any.</p>  | Board                          |                 |        |
| 2                                 | <p>Reserve Funds</p> <p>Segregate by Board resolution in a separate checking account up to \$45,000 in funds to be used for legal, accounting and other expenses to execute this Closure Plan and to dissolve the School Corporation.</p>  | Board                          |                 |        |
| Notifications and Further Actions |  |                                |                 |        |
| 3                                 | <p>Notification of Parents / Guardians</p> <p>Within 10 days after charter revocation, notify parents / guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>* date of the last day of regular instruction;</li> <li>* cancellation of any planned summer school;</li> <li>* notice to parents that enrollment of children in their district of residence or other school is mandatory under state law for children that are six years of age or older;</li> <li>* a listing of the names of charter, parochial, public and private schools in the area.</li> <li>* offer of copies of student records before the CHARTER REVOCATION.</li> </ul> | Board Chair or School Director |                 |        |

|   |   |                 |  |  |
|---|---|-----------------|--|--|
|   | Provide the VOA-MN with a copy of the notice.   |                 |  |  |
| 4 | <p>Final Report Cards and Student Records Notice</p> <p>Within 10 business days after CHARTER REVOCATION, provide parents / guardians with copies of final report cards and notice that records, which include information about any formal suspension, expulsion, and exclusion disciplinary action under sections 121A.40 to 121A.56, will be transferred to the student’s school district of residence. Notice shall include specific contact information for the resident school district.</p> <p>The notice must advise the parent/guardian to contact the school where the student intends to enroll and have the new school request a transfer of records from the school being closed.<br/>Provide the VOA-MN with a copy of the notice.</p>  | School Director |  |  |
| 5 | <p>Transfer of Student Records and Testing Material</p> <p>No later than 10 business days after Authorizer Notice of CHARTER REVOCATION / CLOSURE, the school must provide parents of enrolled students information and assistance to enable the student to re-enroll in another school.</p> <p>Within ten business days of closing the charter school, the closed school must transfer each student’s educational records to the student’s school district of residence, including:</p> <p>Individualized Education Programs (IEPs) and all records regarding special education and supplemental services;<br/>student health / immunization records;<br/>attendance records; and<br/>all other student records.</p> <p>Student transmitted records information must include any formal suspension, expulsion, and exclusion disciplinary action under sections 121A.40 to 121A.56. The school must provide notice to a student and the student's parent or guardian that formal disciplinary records will be transferred as part of the student's educational record, in accordance with data practices under chapter 13 and the Family Educational Rights and Privacy Act of 1974, United States Code, title 20, section 1232(g).</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> | School Director |  |  |

|   |   |  |  |  |
|---|---|--|--|--|
|   | <p>As noted above, parents / guardians should be offered copies of students' records before CHARTER REVOCATION / CLOSURE.</p> <p>Testing material, including scores, test booklets, and annual data files etc. required to be maintained by the School by the State Education Department must also be forwarded to each pupil's resident school district.</p>   |  |  |  |
| 6 | <p>Notification of the Commissioner, School District, and Parents / Guardians of Enrolled Students<br/>Within 7 business days after the charter revocation, the School must notify school district(s) of students' residence regarding the termination of the education program and lack of future enrollment.</p> <p>If applicable, notification regarding cessation of food and transportation services should be provided.<br/>Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment.<br/>Provide VOA-MN with a copy of the notice.</p>   | <p>Board Chair or Secretary</p> <p>Authorizer will notify Commissioner</p> |  |  |
| 7 | <p>Notification of Funding Sources / Charitable Partners</p> <p>Within 7 days after CHARTER REVOCATION, all other sources of the School's operational funding must be notified in writing of the closure of the School as well as charitable partners of the School.</p> <p>The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from charitable partners as long as the charity is aware of the School's closure / restructuring status.<br/>Charities with property on the premises of the School should be notified to remove same as soon as possible or after CHARTER REVOCATION, whichever is appropriate.</p> | <p>Board Chair or Treasurer</p>  |  |  |
| 8 | <p>Notification of Contractors and Termination of Contracts</p> <p>Within 20 days after charter revocation, formulate a list of all contractors with contracts in effect, and notify them regarding cessation of current school operations at CHARTER REVOCATION.</p> <p>If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property.<br/>Provide the VOA-MN with a copy of such notice.</p>  | <p>Board Chair or Treasurer</p>  |  |  |

|    |   |                          |  |  |
|----|---|--------------------------|--|--|
|    | <p>Retain records of past contracts with proof that they were fully paid (<i>see</i> Records Retention, below) to prevent spurious claims.</p> <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or wind-up of the School.</p> <p>Telephone, gas, electric, water, insurance (premises and D&amp;O insurance, <i>see</i> below) should remain operative through the CHARTER REVOCATION and to the extent necessary to wind up the School's affairs beyond that time.</p>  |                          |  |  |
| 9  | <p>Notification of Employees and Benefit Providers</p> <p>After an employee termination date is established, but in no event later than 60 days before CHARTER REVOCATION, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Further notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including:</p> <p>health care / health insurance;<br/> life insurance;<br/> dental plans;<br/> eyeglass plans;<br/> cafeteria plans;<br/> 401(k), retirement plans; and<br/> pension plans.<br/> TRA<br/> PERA</p> <p>Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted.</p> <p>Employees should be notified of eligibility for unemployment compensation. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the CHARTER REVOCATION, and reserve funds should be set aside for this purpose.) <i>See</i> School Wind-Up Plan and Action regarding payment of taxes, below.</p> | Board Chair or designee  |  |  |
| 10 | Notification of Food and Transportation Services and Cancellation of Contracts  | Board Chair or Secretary |  |  |

|                               |   |                          |  |  |
|-------------------------------|---|--------------------------|--|--|
|                               | <p>Within 20 days after the charter revocation, or earlier if required by the contractual notice requirements, cancel school district or private food and/or transportation services for summer school and next school year.</p>  |                          |  |  |
| 11                            | <p>Notification of VOA of MN Regarding Lawsuits</p> <p>As soon as possible after receiving notice and/or service of process regarding litigation against, or initiated by, the School, School Board or School employees, notify the VOA of MN and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep the VOA-MN informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>   | Board Chair or Secretary |  |  |
| Assets, Creditors and Debtors |   |                          |  |  |
| 12                            | <p>List of Creditors and Debtors; UCC Search</p> <p>Within twenty (20) days after the charter revocation, formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor.</p> <p>This list is not the same as the contractor list, above, but may include contractors, which should be listed.</p> <p>Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. Security interests may be recorded and filed pursuant to the Uniform Commercial Code (UCC) with the county and State of Minnesota, and may include all of the assets of the School Corporation or specific assets in which a creditor has an interest as long as such debt remains outstanding.</p> <p>A UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached.</p> <p>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> <p>Provide a copy of the list of creditors to the VOA-MN with the amount owed to each creditor thereon and the amount owed by each debtor.</p> | Board Chair or Treasurer |  |  |
| 13                            | <p>Notification to Creditors</p> <p>Within thirty (30) days after the charter revocation, the School must notify all creditors of its closure.</p> <p>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</p>  | Board Chair or Treasurer |  |  |

|    |  |                                  |  |  |
|----|--|----------------------------------|--|--|
|    | <p>compared to the School's calculation of the debt and be reconciled between the parties.</p> <p>To the extent possible, the School negotiates a settlement of debts, which is ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.</p>   |                                  |  |  |
| 14 | <p>Notification to Debtors</p> <p>Within thirty (30) days after the charter revocation, the School must contact all debtors and demand payment. To the extent collection efforts are unsuccessful, the School may turn the debt over to commercial debt collection agencies. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.</p>   | Board Chair or Treasurer         |  |  |
| 15 | <p>School Wind-Up Plan and Action</p> <p>The School Corporation shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of directors. Priority should be given to continuing the School's educational program through the end of the school year and retaining funds to complete the wind-up process.</p> <p>The initial plan should be adopted within 20 days of charter revocation, and be updated at least bi-weekly with copies to the VOA-MN. The plan should include, but not be limited to, the following. Termination of non-essential personnel and cancellation of non-essential services prior to CHARTER REVOCATION.</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, 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. (<i>See Liquidation of Assets, below.</i>)</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 (if the School Corporation does not submit or the board of directors do not approve a renewal application), for dissolution.</p> <p>Cancellation of corporate credit cards and lines of credit.</p> | School Board and School Director |  |  |

|    |  |                                  |  |  |
|----|--|----------------------------------|--|--|
|    | <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 VOA-MN through Interim Statements and a Final Statement (below).</p>   |                                  |  |  |
| 16 | <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. Existing insurance coverage should be maintained on the assets until the disposal of such assets. In accordance with the Wind-Up Plan.</p> <p>Continue existing insurance for School Facility, vehicles and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets are sold, respectively.</p> <p>Negotiate School Facility insurance with entities that may take possession of School Facility – lenders, mortgagors; bond holders, etc., if possible. 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> | Board Chair or Designee          |  |  |
| 17 | <p>Inventory</p> <p>No later than 30 days prior to CHARTER REVOCATION, all of the School's assets must be inventoried with item #'s and quantities and/or its inventory updated.</p> <p>All assets of the School, not just ones over a certain dollar value must be inventoried.</p> <p>Provide VOA OF MN with a copy of the inventory. Identify assets belonging to other entities (school district, county, municipality, health department, Authorizing 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>  | Board Chair & School Director    |  |  |
| 18 | <p>Liquidation of Assets</p> <p>Assets must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed 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</p>  | School board chair and treasurer |  |  |



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|    | <p>subject to a lien, encumbrance or security interest (above), the secured party should be contacted.</p> <p>Pursuant to MN Statute 317A.735, no asset may be given away, except as authorized by law. In cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction, it may be permissible to give away or discard such assets. However, this should be cleared from the largest or sole creditor(s) in advance.</p> <p>School Board members and their relatives as well as employees and students of the School should not purchase any asset unless the purchase is disclosed to the School Board and the disclosure is made a matter of record in the School Board's minutes and approved by a majority of the non-interested members of the School Board.</p>   |                                |  |  |
| 19 | <p>D&amp;O Insurance</p> <p>Maintain existing directors and officer's liability (D&amp;O) insurance, if any, until final dissolution of the School Corporation. If no such D&amp;O insurance exists, disclose this fact to the board of directors.</p>  | School Board                   |  |  |
| 20 | <p>Interim Statements</p> <p>No later than 10 days after CHARTER REVOCATION, prepare, and submit to the VOA of MN, an interim statement in a form satisfactory to the VOA of MN, of the status of all contracts and other obligations of the School Corporation, and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p> <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 or School Corporation outstanding, including principal and accrued interest, as of the date of the interim report; and</p> <p>all amounts owed to the School Corporation by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and</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 to the VOA-MN at 30-day intervals until the final statement (below) is prepared and submitted.</p> | School board chair or designee |  |  |
| 21 | <p>Final Statement</p> <p>At a date to be determined by the VOA-MN, anticipated to be no later than 90 days after CHARTER REVOCATION, no later than 10 days</p>   | School board chair or designee |  |  |

|                                |  |              |  |  |
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|                                | <p>prior to the filing of a dissolution proceeding, the School shall prepare to the full satisfaction of the VOA of MN a final statement of the status of all contracts and other obligations of the School Corporation, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <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<br/> each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and<br/> statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and<br/> each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest.<br/> This statement is submitted to the VOA-MN in the form in which it will be sworn and submitted to the MN Attorney General and/or MN Secretary of State as part of any dissolution proceeding.<br/> This statement is in addition to the final Financial Statement Audit (below).</p> |              |  |  |
| Corporate Records / Accounting |  |              |  |  |
| 22                             | <p>Final Financial Statement Audit</p> <p>The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1<sup>st</sup> of the calendar year in which the School ceases instruction.</p>   | School Board |  |  |
| 23                             | <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<br/> filing of any required expenditure reports or receipts and any required program reports.</p> <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>  | School Board |  |  |
| 24                             | U.S. Dept. of Education Filings  | School Board |  |  |

|   |   |                           |  |  |
|---|---|---------------------------|--|--|
|   | File Federal form 269 or 269a if the School was receiving funds directly from the United States Department of Education. <i>See</i> 34 CFR 80.41.   |                           |  |  |
| 25  | <p>IRS Status; Reports</p> <p>The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:</p> <p>notification to IRS regarding any address change of the School Corporation; and<br/> filing of required tax returns or reports (e.g., IRS form 990 and Schedule A).</p> <p>If the School Corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to the VOA of MN.</p>  | School Board              |  |  |
| 26  | <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;<br/> Contracts;<br/> Leases;<br/> Assets and asset sales;<br/> Grants -- records relating to federal grants must be kept in accordance with 34 CFR 8042.<br/> Governance (Minutes, by-laws, policies);<br/> Employees (background checks, personnel files);<br/> Accounting/audit, taxes and tax status, etc;<br/> Personnel,<br/> Employee benefit programs and benefits; and<br/> Student summary test data files<br/> Any items listed in this Closure Plan.</p> | School Board              |  |  |
| Dissolution /<br>Final<br>Distribution of<br>Assets |   |                           |  |  |
| 27  | <p>Resolution of Dissolution</p> <p>The Board of Directors must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.</p>   | School Board<br>Chair     |  |  |
| 28  | <p>Dissolution</p> <p>If the School Corporation dissolves, the Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:</p> <p>a complete statement of all assets, their location and an estimate of their value; and</p>   | School board<br>secretary |  |  |

|    |  |                                |  |  |
|----|--|--------------------------------|--|--|
|    | <p>a statement of the ascertainable debts of the education corporation.</p> <p>Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container.</p> <p>Copies of all papers related to dissolution should be sent to the VOA-MN.</p> <p>Members of the Board are empowered to continue in office even after the expiration of the Charter and dissolution of the School Corporation for the purpose of winding-up and settling the affairs of the School Corporation, and after the dissolution of the School Corporation.</p>   |                                |  |  |
| 29 | <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 a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations.</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 in the school district or to the school district.</p> <p>An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. (In case of later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.)</p> <p>In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations.</p> | School board chair or designee |  |  |

**VOA-MN Contract Evaluation Report**

NOT APPLICABLE  
(New School Transfer to VOAMN)

**VOA-MN RESPONSE TO BMS LETTER OF INTENT / INVITATION TO APPLY**  
**NOTE: NOTE: School must earn a minimum score of 45/50 (90%) for approval to proceed to apply**



September 9, 2020

Ann Marie Dunbar, Board Chair  
 Henry Schantzen, Head of School  
 Bluffview Montessori School  
 1321 Gilmore Avenue,  
 Winona, MN 55987

Dear Ms. Dunbar and Mr. Schantzen:

The Bluffview Montessori School (BMS) Letter of Intent to Apply to Volunteers of American - Minnesota (VOA-MN) for charter school authorization was received by VOA-MN on August 27, 2020. Documentation included the Mutual Termination Letter and formal evaluation by Winona Area Public Schools.

The peer review of the BMS Letter of Intent is completed. Congratulations! The VOA-MN Charter School Authorizing Program is pleased to inform you that the review of the school's Letter of Intent was positive and **Bluffview Montessori School is invited to proceed to submit a full Change of Authorizer Application to Authorizer VOA-MN.**

This letter also contains the peer reviewer comments and scores organized by section of the BMS Letter of Intent. The same three peer reviewers will be assigned to the Bluffview Change of Authorizer Application, so it is *suggested* that the Bluffview Change of Authorizer Application include a *brief* response for any area a reviewer scored as "Approaching Satisfactory" in the BMS Letter of Intent.

**School Mission and Vision Fit with VOA-MN:** *The Letter of Intent contains an explanation of how the school's mission and vision align with VOA-MN Authorizing Program mission and vision.*

- Reviewer I: Reviewer notes clear alignment of missions, with VOA's focus on service to others, and Bluffview's focus on civic fulfillment. (score: Satisfactory 10/10)
- Reviewer II: The explanation of how BMS's mission and vision align with VOA's is satisfactory. The Montessori philosophy of promoting intrinsic learning matches VOA's emphasis on the importance that all students improve. Also, it is clear that BMS puts an emphasis on service-learning. (score: Satisfactory 9/10)
- Reviewer III: It appears clear how the school's mission and vision align with that of authorizer VOA-MN. (score: Satisfactory 10/10)

**Authorizer / School Alignment:** *The Letter of Intent contains an explanation of why the school believes VOA-MN would be an appropriate authorizer for the school.*

- Reviewer I: Alignment between school and authorizer is clear. (score: Satisfactory 10/10)

- Reviewer II: Good explanation of why VOA would be a good resource for BMS, but there is no mention of the function of VOA-MN as an overseer of compliance, which is a significant function of an authorizer. (score: Approaching Satisfactory 8/10)
- Reviewer III: A thorough explanation helps to explain a clear alignment between organizations. (score: Satisfactory 10/10)

**School Financial Health:** *The Letter of Intent contains information on the fiscal health of the school. The school has a fund balance of at least 15 percent in the last audited fiscal year as illustrated in its most recent financial audit. The school's most recent audit is free of findings.*

- Reviewer I: The information provided by the school doesn't currently show a balanced budget, shows a strong, pre-COVID financial history. When PPP loan is forgiven, budget and forecast budgets will balance. No statement of findings or lack thereof was found by the reviewer. (score: Approaching Satisfactory 8/10)
- Reviewer II: Records show a healthy fund balance overall. There is plausible reason for recent loss of revenue due to distance learning and also recent gain due to the PPP loan. This school looks financially stable. (score: Satisfactory 10/10)
- Reviewer III: Records indicate that the expectations are met and exceed the recommendations. (score: Satisfactory 10/10)

**Academic Performance:** *The Letter of Intent contains information on how the school is meeting their primary statutory purpose to "increase all pupil learning and all student achievement." The school demonstrates longitudinal growth on the state exams. The school is out-performing their local school district school with similar student demographics on the state exams.*

- Reviewer I: Most recent MCA test scores in Reading, Math, and Science exceed local district scores. Longitudinal data was not provided in a way that the reviewer could assess growth. (score: Approaching Satisfactory 8/10)
- Reviewer II: MDE data shows that BMS out scores the state average in Reading and Science and outcores the local district in all three subject areas. (score: Satisfactory 10/10)
- Reviewer III: BMS out-performed the state and local school district in Reading, and was slightly below the state, while above the local school district in Math. Like many schools, BMS is still working to ensure that the vast majority of kids are proficient. It does appear that they are a higher performing option to the local school district. (score: Approaching Satisfactory 8/10)

**Service Learning:** *The Letter of Intent contains an explanation of the school's service-learning component in their education program or plans for developing one.*

- Reviewer I: Service learning is clearly described as an integral part of the Montessori philosophy. (score: Satisfactory 10/10)
- Reviewer II: Although there is definitely service-learning happening at BMS, it is not clear how every student participates in service learning. There is good indication that this is a priority and an opportunity for students, but unclear to the reviewer if it is a requirement. (score: Approaching Satisfactory 8/10)
- Reviewer III: Service learning appears to be integral to the current methods of learning at BMS. However, it appears that the majority of the service-learning opportunities happen only within the school system and only impact the staff, students and families of BMS. A community approach may be an area for growth in the years to come. (score: Approaching Satisfactory 8/10)

**Reporting Compliance** – *Not scored: The Letter of Intent includes an assurance that the school has been compliant with the majority of MDE reporting deadlines within the past two years.*

- Reviewer I: Director indicates all MDE compliance is up to date as of May 2020. (rating: Satisfactory)
- Reviewer II: The letter of intent confirms that the school has been compliant with MDE reporting. (rating: Satisfactory)
- Reviewer III: No comment provided. (rating: Satisfactory)

**Website Compliance** – *Not scored: The Letter of Intent contains an assurance that the school’s website is compliant with all statutory requirements.*

- Reviewer I: Director indicates website compliance is up to date as of May 2020. (rating: Satisfactory)
- Reviewer II: The school’s website appears to be in compliance with all statutory requirements. (rating: Satisfactory)
- Reviewer III: No comment provided. (rating: Satisfactory)

A school must earn a minimum score of 45/50 (90%) from the peer reviewers for approval to proceed to apply for authorization.

|                             |         |              |
|-----------------------------|---------|--------------|
| Reviewer I Determination:   | Approve | Score: 46/50 |
| Reviewer II Determination:  | Approve | Score: 45/50 |
| Reviewer III Determination: | Approve | Score: 46/50 |

Thank you for seeking VOA-MN as the future authorizer of Bluffview Montessori School. **The Bluffview Change of Authorizer Application must be received by October 15, 2020.** Please let me know if you have any questions.

Sincerely,



Stephanie Olsen, Manager  
Charter School Authorizing Program





October 21, 2020

Ann Marie Dunbar, Board Chair  
 Henry Schantzen, Head of School  
 Bluffview Montessori School  
 1321 Gilmore Avenue,  
 Winona, MN 55987

Dear Ms. Dunbar and Mr. Schantzen:

The Bluffview Montessori School (BMS) Transfer of Authorizer Application to Volunteers of America - Minnesota (VOA-MN) was received by VOA-MN on September 19, 2020. The Bluffview Change of Authorizer Application received a thorough desk review by three VOA-MN school leadership peers and the financial audits were reviewed by our VOA-MN Financial Analyst.

This letter also contains the peer reviewer **initial** comments or concerns organized by section of the BMS Change of Authorizer Application (text in italics are areas that BMS should be prepared to emphasize further during the interview process). The same three peer reviewers will be convening the interview process on Monday, October 26, 2020 at 11:00 a.m. via Zoom after which they will provide their final recommendation to the VOA-MN Charter School Authorizing Program leadership.

#### I: EXECUTIVE SUMMARY

- SP: The application contained a succinct summary of important points of the school's 53-year history.
- *TT: No rationale for a change in authorizer is given. There is no argument for choosing VOAMN as a potential authorizer.*
- TO: BMS clearly states the need for a new authorizer and lays out how their philosophy aligns with VOAMN.

#### II. LEARNING PROGRAM

- *SP: The application provided a very clear and compelling overview of the methods and benefits of a Montessori education. The reviewer was unable to find the chart key for the linked growth data. Similar difficulty encountered with Figures, 1, 2, 4, 5, 6, 10, 11 of the Academic Report. Also, most of the Academic Report's Table data is incomplete. The applicant should clarify if comparison school used for VOA-MN standards is La Crescent Montessori or another school or district. The applicant should also add a minimal description in the "Analysis" box for VOA-MN Academic standards 4, 5, and 6.*
- TT: The educational philosophy of the school is well described, with a good overview of curricula, tools, and methods and instructional techniques to support that philosophy. There are good allusions to the founder of Montessori philosophy, Dr. Maria Montessori and other allusions to supporting research. There is also adequate discussion of how the learning program aligns with the school's mission, vision, and goals, *although the vision statement seems more embedded in the present than the future. There is no "we will" statement.*
- TO: Clear evidence that the school is outperforming alternatives in the area and is committed to academic excellence.

### III. FINANCIAL MANAGEMENT AND SUSTAINABILITY

- SP: The reviewer finds school's financials to be in order, with a growing fund balance in preparation for future state holdbacks. Reviewer shares concerns for challenges of paying staff comparably to pay scales in Minnesota district schools, as mentioned in the application's cover letter. *Nothing stood out in the financial documents pointing to the school's ability to meet that need.*
- TT: The application demonstrates a history of sound school finances. The application clearly describes appropriate board of directors' oversight of financial sustainability and gives a good job description for the Treasurer. The reviewer believes BKDV is an excellent organization to work with. The application discusses MACS trainings and other financial trainings that make sure the board has a strong working knowledge of the school's financials.
- TO: From the materials provided it is clear that BMS has not only annual fiscal responsibility, but also has a vision for maintaining long-term viability. This will be very important through the uncertain times ahead.

### IV. BOARD GOVERNANCE

- SP: Board training cycle is impressive to the reviewer. Excellent engagement of interested experts from Winona's university communities to round out the board.
- TT: The school's governance model is clearly explained, and there are good background descriptions pointing out the qualifications and/or competency of each board member. The school also has a governance committee that is responsible for the board election process and oversees letters of employment.
- TO: BMS was able to communicate a clear structure for governance. They also clearly communicated the structures in place to continue to regularly review and assess their effectiveness in governance. They appear to meet all of the requirements necessary for a successful charter school.

### V. SCHOOL MANAGEMENT & OPERATIONS

- SP: Separation of duties between Head of School and Assistant Head of School are clear. With few office staff and the related difficulties in segregation of duties and internal controls, Bluffview can be commended for ongoing clean audits.
- TT: The school's leadership structure is well explained, and job descriptions of school leaders are clear. There is also a good description of the school's facility, complete with virtual tour.
- TO: BMS clearly communicated the management structure of their organization. The structures in place appear to be very consistent with structures that are in place for many of the most successful charter schools in the state.

Applicants must earn a base score of no less than 90 percent (satisfactory rating in all categories).

Thank you for seeking VOA-MN as the future authorizer of Bluffview Montessori School. We look forward to meeting with BMS representatives during your application interview on Monday, October 26<sup>th</sup> from 11:00 a.m. -12:00 p.m. Please let me know if you have any questions.

Sincerely,



Stephanie Olsen, Manager  
Charter School Authorizing Program



October 27, 2020

Ann Marie Dunbar, Board Chair  
Henry Schantzen, Head of School  
Bluffview Montessori School  
1321 Gilmore Avenue,  
Winona, MN 55987

Dear Ms. Dunbar and Mr. Schantzen:

The Bluffview Montessori School (BMS) Change of Authorizer Application to Volunteers of American - Minnesota (VOA-MN) was received by VOA-MN on October 6, 2020. The peer review of the BMS change of authorizer application is completed.

Congratulations! The VOA-MN Charter School Authorizing Program is pleased to inform you that the peer reviewers unanimously agreed to approve the BMS change of authorizer application.

A school must earn 90 percent or above for application approval. The BMS application earned the following final percentages from the peer reviewers:

|                             |         |                          |
|-----------------------------|---------|--------------------------|
| Reviewer I Determination:   | Approve | Percentage Earned: 99%   |
| Reviewer II Determination:  | Approve | Percentage Earned: 100 % |
| Reviewer III Determination: | Approve | Percentage Earned: 94%   |

Congratulations again! We are pleased that BMS chose VOA-MN as your future authorizer. The VOA-MN Charter School Authorizing Program will proceed to prepare the Change of Authorizer Request document for submission to the Minnesota Department of Education on behalf of Bluffview Montessori School. Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Olsen".

Stephanie Olsen, Manager  
Charter School Authorizing Program