

CHARTER SCHOOL CONTRACT

Between Winona Area Public Schools and
Bluffview Montessori School

Located at

1321 Gilmore Avenue, Winona, MN 55987

FY 2017 to FY 2021

[Included with this contract:

ADDENDUM TO THE CONTRACT

CHARTER CONTRACT ATTACHMENTS:

- Attachment 1: Minnesota nonprofit corporation Article of Incorporation
- Attachment 2: Strategic Plan
- Attachment 3: List of Statutory Purposes
- Attachment 4: School's Bylaws
- Attachment 5: Performance Goals
- Attachment 6: Approved School Calendar
- Attachment 7: Insurance Coverage
- Attachment 8: List of Charter School Board Members and Signed Statements
- Attachment 9: Charter School Closure Plan
- Attachment 10: Statement of Admissions Policies and Procedures
- Attachment 11: Bluffview Montessori Total Special Education System 2015-2016

CHARTER SCHOOL CONTRACT
BETWEEN WINONA AREA PUBLIC SCHOOLS
AND
BLUFFVIEW MONTESSORI SCHOOL
1321 GILMORE AVENUE
WINONA, MN 55987

This contract is entered into by and between the Winona Area Public Schools, hereafter “The AUTHORIZER” and Bluffview Montessori School, hereafter “The CHARTER SCHOOL.” The CHARTER SCHOOL is either a (1) Minnesota nonprofit corporation under Minnesota Statutes 317A; or (2) a cooperative under Minnesota Statutes chapter 308A, as more specifically identified in **Attachment 1 CORPORATE STATUS**. This contract is effective from the latest date indicated in Section 2, TERM for the planning and/or operation of an active CHARTER SCHOOL with enrolled students through **June 30, 2021**, unless this contract is terminated pursuant to section 15.

WHEREAS, the parties are authorized under Minnesota law to contract for the development and management of a results-oriented charter school under Minnesota Statutes 124E as amended, (“the ACT”), and

WHEREAS, it is the parties’ intent that The CHARTER SCHOOL will be located at 1321 Gilmore Avenue, Winona, MN 55987, hereafter referred to as the site.

NOW, THEREFORE, IT IS AGREED:

1. PURPOSE

The purpose of this Contract is to authorize and permit the Board of Directors of The CHARTER SCHOOL to organize and manage a results-oriented charter school consistent in all respects with the information provided by the CHARTER SCHOOL. The description of the program including governance, management, and an administrative plan for the school as well as the specific academic and nonacademic outcomes that pupils must achieve is provided in **Attachment 2: STRATEGIC PLAN**. The attachment shall include the school’s CHARTER SCHOOL Application including the statement of assurances. This contract when utilized for an existing school in renewal or transfer shall include the strategic plan for the future of the CHARTER SCHOOL including an updated statement of assurances. When the strategic plan is further developed by the CHARTER SCHOOL’S Board of Directors and school leadership the strategic plan(s) shall be consistent with the original description of the program. The CHARTER SCHOOL’S Strategic Plan, whenever finalized for implementation or modified, must be forwarded to the AUTHORIZER within 20 days and upon written acceptance by the AUTHORIZER shall become an amendment to Attachment.

1.1 The overall purpose of the CHARTER SCHOOL, as specified in **Attachment 3, LIST OF STATUTORY PURPOSES SELECTED BY THE CHARTER SCHOOL**. These specific purposes shall be consistent with charter school law purposes for establishing a new public charter school listed in Minnesota Statute 124E.01 Subdivision 1 and are as follows:

1. **Increase learning opportunities for all pupils.**
2. **Encourage the use of different and innovative teaching models.**
3. **Measure learning outcomes and create different and innovative forms of measuring outcomes.**
4. **Establish new forms of accountability for schools.**
5. **Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.**

Attachment 3 is attached to this Contract and incorporated herein by reference. If any provision in Attachment 3 is inconsistent with this Contract, the provisions of this Contract shall prevail.

- 1.2 The CHARTER SCHOOL be nonsectarian in its programs, admission policies, employment practices and all other purposes.
- 1.3 The CHARTER SCHOOL will not charge Minnesota residents tuition for admission to the school.
- 1.4 The CHARTER SCHOOL shall not be used as a method of providing education or generating revenue for students who are being home schooled.

2. TERM

The term of this Contract is **five (5)** years, beginning July 01, 2016 and ending June 30, 2021 except that this Contract may be terminated pursuant to section 15 of this Contract. The Contract will take effect upon approval by the board of the AUTHORIZER and the CHARTER SCHOOL.

3. AMENDMENTS

The Contract and its attachments may not be amended absent written agreement executed by both parties and properly authorized. If the authority of the CHARTER SCHOOL, as operator, or the AUTHORIZER, is altered by legislative act, this Contract is automatically modified to conform to the new law.

4. GOVERNANCE, MANAGEMENT AND ADMINISTRATION

- 4.1 The CHARTER SCHOOL shall be exempt from all Minnesota statutes and rules applicable to a school, a school board or a school district, except as provided by the Act or as otherwise provided in this Contract.
- 4.2 The CHARTER SCHOOL shall be operated by a Board of Directors elected in accordance with policies and procedures set forth in **Attachment 4, SCHOOL'S BYLAWS**. Bylaws should be amended in accordance with the procedures specified in the CHARTER SCHOOL'S Bylaws. Updated CHARTER SCHOOL Bylaws (as amended) must be forwarded to the AUTHORIZER within 20 days and upon written acceptance by the AUTHORIZER shall become an amendment to Attachment 4.
- 4.3 The CHARTER SCHOOL shall be governed by a Board of Directors. The Board members shall be elected every 3 years. Employees of the school including teachers providing instruction under a contract with a cooperative, and the parents or legal guardians of children enrolled in the school may participate in the election in accordance with the policies and procedures set forth in the CHARTER SCHOOL'S bylaws. Licensed teachers employed at the CHARTER SCHOOL including teachers providing instruction under a contract with a cooperative, may comprise a majority of the Board of Directors, - The charter school board must be composed of at least five nonrelated members and must include:
 - i. At least one licensed teacher employed at the school or a licensed teacher providing instruction under a contract between the charter school and a cooperative.
 - ii. The parent or legal guardian of a student enrolled in the charter school and
 - iii. An interested community member who is not employed by the school and does not have a child enrolled in the school.
- 4.4 Meetings of the CHARTER SCHOOL Board of Directors shall comply with the Minnesota Open Meeting Law, Minnesota Statutes section 13D.

- 4.5 If the CHARTER SCHOOL chooses to engage in collective bargaining, the CHARTER SCHOOL shall comply with Minnesota Statutes chapter 179A, the Public Employment Labor Relations.
- 4.6 The CHARTER SCHOOL Board of Directors shall employ and contract with necessary teachers, as defined by Minnesota Statutes section 122A.15 subdivision 1, who hold valid licenses to perform the particular service for which they are employed at the CHARTER SCHOOL.
- 4.7 Teachers employed by the CHARTER SCHOOL shall be treated by the CHARTER SCHOOL as public school teachers for the purposes of Minnesota Statutes, chapters 354 and 354A.
- 4.8 The CHARTER SCHOOL Board of Directors may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.
- 4.9 The CHARTER SCHOOL Board of Directors may discharge teachers and non-licensed employees.
- 4.10 The CHARTER SCHOOL Board of Directors shall decide matters related to operation of the CHARTER SCHOOL, including, but not limited to, budgeting, curriculum, and operating procedures.
- 4.11 The CHARTER SCHOOL shall have all powers, duties, and responsibilities provided by law to a results-oriented charter school.
- 4.12 The CHARTER SCHOOL shall abide by all applicable federal laws, statutes and regulations governing organizational, programmatic, and financial requirements applicable to charter schools.
- 4.13 The CHARTER SCHOOL shall employ or contract with a Minnesota licensed director of special education to be responsible for program development, coordination, evaluation, in-service training, general special education supervision, and administration for the school's total special education system (TSES). This administrator shall be responsible for seeing that the CHARTER SCHOOL has a written Child Find Policy, and shall oversee the implementation of this policy, as well as the school's continued compliance with this policy and special education services to students.

The CHARTER SCHOOL shall pursue all financial resources available to charter schools to provide special education services. As the first step, the school will notify the school district of residence within 30 days, in a manner required by state law, of a special education student who resides in the district that is entitled to receive special education services at the

CHARTER SCHOOL. This will entitle the CHARTER SCHOOL through the Minnesota Department of Education (MDE) to bill school districts for cost exceeding the state and federal reimbursements. Moreover, the CHARTER SCHOOL will report through the MDE specified reporting system and match the school's UFARS data to collect all state and federal aid reimbursements available for special education expenditures.

5. AUTHORITY OF THE CHARTER SCHOOL

- 5.1 The CHARTER SCHOOL may exercise those powers reasonably necessary to accomplish its obligations in this Contract.
- 5.2 Except as stated herein or otherwise required by law, the AUTHORIZER shall have no authority, control, power, or administrative or financial responsibility over the CHARTER SCHOOL. This clause does not prohibit the parties from contracting for any services deemed appropriate in the future.
- 5.3 The CHARTER SCHOOL may lease space from any government, public, or nonprofit, nonsectarian private organization, as it deems necessary.
- 5.4 The CHARTER SCHOOL shall assume full liability for its activities and shall indemnify and hold harmless the AUTHORIZER, its officers, and their agents and employees from any suits, claims, or liability arising under this Contract. The parties recognize and agree that the AUTHORIZER is immune from liability under this Contract under Minnesota Statutes section 124E.09, as amended, and this paragraph is not intended to modify or otherwise affect that provision or any other law.

6. PERFORMANCE INDICATORS AND EVALUATION

- 6.1 The Performance goals for the Charter School are set forth in **Attachment 5: PERFORMANCE GOALS**

The process for regular CHARTER SCHOOL study of the goals in section 6.1 and 6.2 shall be as follows:

Annual goals review and/or goals updating for each operating school year will be conducted by September 30th of each year with the CHARTER SCHOOL leadership including the Board of Directors and the school director and, at the option of the CHARTER SCHOOL, additional school staff. Updated (amended) goals, properly authorized by the Board of Directors will be incorporated in this contract only by written agreement executed by both the CHARTER SCHOOL and AUTHORIZER.

In addition, the CHARTER SCHOOL shall conduct a review of progress concerning the academic and non-academic goals at the school level with all staff at least three times per year. Minutes of these meetings shall be reviewed by the CHARTER SCHOOL board and sent to the AUTHORIZER for review.

In the event the CHARTER SCHOOL has not met the year's goals, the CHARTER SCHOOL shall advise the Commissioner, the AUTHORIZER, and the CHARTER SCHOOL staff, students and parents on how it plans to achieve the school's goals. Notification may be accomplished by incorporation of plans into the CHARTER School's annual report.

- 6.2 Academic outcomes will be assessed using a nationally normed referenced test (NRT) or state standardized test and will be compared to the local school district and at least one other agreed upon measure between the CHARTER SCHOOL and AUTHORIZER such as another identified school or district, state, or student growth scores. The AUTHORIZER will review and approve annual goals established by the CHARTER SCHOOL.
- Attachment 5: PERFORMANCE GOALS**

- 6.3 The AUTHORIZER will conduct an annual performance evaluation of the CHARTER SCHOOL to determine the progress and effectiveness of the CHARTER SCHOOL program in attaining their goals and communicate the results of the evaluation to the Board of Directors of the CHARTER SCHOOL.
- 6.4 Graduation Standards. The CHARTER 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; and the school will document the levels of student performance on the state assessments developed and administered by the department.
- 6.5 The school will comply with the responsibilities and obligations specified in the Every Student Succeeds Act (ESSA), including participation, implementation, reporting, and accounting for federal programs for special populations including but not limited to Title I and English language learners.
- 6.6 The School will comply with Minnesota Statutes Chapters 125A and 124D, all applicable rules implemented pursuant to these chapters, and all Federal and State law relating to the education of students with disabilities including the Individuals with Disabilities Education Act (IDEA).. Consistent with the provisions of Minnesota Statutes 124E.10(12), 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").

7. ADMISSION REQUIREMENTS

- 7.1 The CHARTER SCHOOL is OPEN TO ALL STUDENTS IN GRADES K-8.
- 7.2 The CHARTER SCHOOL may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. **Attachment 10: Statement of Admissions Policies and Procedures**
- 7.3 The CHARTER SCHOOL shall enroll an eligible pupil who submits a timely application, unless the number of applicants exceeds the capacity of the program, class, or grade level. In such cases, selection shall be by lot. A student continuing for the next year will be re-enrolled for the next year without re-application.
- 7.4 The enrollment application form shall be made available to all interested parties and its requirements for information to be submitted on the form shall be limited to the data that is legally required to apply.

8. FINANCIAL MANAGEMENT

- 8.1 The CHARTER SCHOOL will utilize the UFARS financial accounting principles and methods. Student accounting will comply with MARSS requirements. All accounting records will be audited annually by a public accounting firm engaged by the CHARTER SCHOOL Board of Directors.
- 8.2 The CHARTER SCHOOL will comply with the same financial audits, audit procedures, and audit requirements of school districts (Minnesota Statutes sections 123B.75 to 123B.83) except when deviations are necessary because of the program of the CHARTER SCHOOL. The program, financial and compliance audits may be conducted by the Minnesota Department of Education, the State Auditor, or Legislative Auditor.
- 8.3 The CHARTER SCHOOL shall provide the AUTHORIZER with a final copy of the annual audit within fifteen (15) days of its completion, but no later than January 14th of the year following the school's fiscal year end.

9. TRANSPORTATION

- 9.1 Transportation for pupils enrolled at the CHARTER SCHOOL may be provided by the CHARTER SCHOOL. If the CHARTER SCHOOL elects to provide transportation, it shall be provided as follows:
- a) The CHARTER SCHOOL shall notify Winona Area Public Schools and the Minnesota Department of Education by March 1st of each year whether the CHARTER SCHOOL will provide transportation for pupils enrolled at the CHARTER SCHOOL for the fiscal year. For purposes of this Contract, a fiscal year is the period from July 1 to the next June 30.
 - b) The CHARTER SCHOOL shall provide transportation within Winona Area Public Schools, the school district within which the CHARTER SCHOOL is located.
 - c) The Minnesota Department of Education shall pay transportation aid to the CHARTER SCHOOL according to Minnesota Statutes section 124E.23.
 - d) For pupils who reside outside of Winona Area Public Schools, the CHARTER SCHOOL is not required to provide or pay for transportation between the pupil's residence and the border of Winona Area Public Schools.
 - e) The CHARTER SCHOOL may reimburse a parent for costs of transportation from the pupil's residence to the border of Winona Area Public Schools if the pupil is from a family whose income is at or below the poverty level as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week.
- 9.2 If the CHARTER SCHOOL does not elect to provide transportation for pupils enrolled at the CHARTER SCHOOL, transportation shall be provided by Winona Area Public Schools according to Minnesota Statutes 124D.03, subdivision 8, and section 123B.88, subdivision 6, for pupils residing in the same district in which the CHARTER SCHOOL is located. Transportation provided by Winona Area Public Schools to and from the Charter School shall be provided as follows:

- a) All transportation routes, pick-up points and times, student bus assignments, method of transportation, and other transportation scheduling shall be established by Winona Area Public Schools.
- b) The CHARTER SCHOOL may enter into a separate Contract with a school district to receive additional transportation services for extracurricular events, field trips, and other activities.

10. HEALTH AND SAFETY, HUMAN RIGHTS, AND STUDENT DISMISSAL GUIDELINES. THE CHARTER SCHOOL WILL:

- 10.1 Meet the same health and safety requirements of a school district;
- 10.2 Comply with Minnesota Statutes section 121A.15, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and haemophilus influenza type b and hepatitis B prior to enrollment.
- 10.3 Comply with the Minnesota Human Rights Act, Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes section 121A.04, which governs provision of equal opportunities for members of both sexes to participate in athletic programs.
- 10.4 Comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes section 121A.40 to section 121A.56. The CHARTER SCHOOL Board of Directors shall adopt a discipline policy and procedures consistent with MPFDA within 45 days of the effective date of this Contract;
- 10.5 Comply with the Minnesota Public Schools Fee Law, Minnesota Statutes section 123B.34 to section 123B.39, which governs authorized and prohibited student fees;
- 10.6 Comply with Minnesota Statutes section 125A.01 and section 124E, and rules relating to the education of pupils with a disability as though it were a school district;
- 10.7 Parties acknowledge the provisions of Minnesota Statutes, Section 124E subd.1 regarding the CHARTER SCHOOL'S obligation to provide certain data to the Commissioner. At such time as the CHARTER SCHOOL has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the CHARTER SCHOOL shall provide to the Commissioner a description of

the financial parameters within which the CHARTER SCHOOL will operate to provide special education instruction and services to such children. **Attachment 11: BLUFFVIEW MONTESSORI TOTAL SPECIAL EDUCATION SYSTEM.**

11. LENGTH OF SCHOOL YEAR

The CHARTER SCHOOL shall provide instruction each year for at least the number of days specified in its proposal to become a charter school or as agreed by the CHARTER SCHOOL and the AUTHORIZER. It may provide instruction throughout the year according to Minnesota Statutes section 124D.12 to section 124D.128. If the number of days of number of hours is projected to be less than the initial agreement, the new instructional time shall be approved only by written agreement executed by both parties. **Attachment 6: APPROVED SCHOOL CALENDAR**

12. INSURANCE

Notwithstanding anything to the contrary in this Contract, the CHARTER SCHOOL shall be considered a school district for the purposes of tort liability under Minnesota Statutes 466. The CHARTER SCHOOL shall acquire and keep in continuous coverage all insurances as required by state and/or federal law. The CHARTER SCHOOL must submit changes in liability insurance carrier or policy under chapter 466 within 20 days of the change. The CHARTER SCHOOL shall acquire and keep in full force and effect the attached insurance coverage and maintain a file of these insurance policies at the school for review by the AUTHORIZER. **Attachment 7: INSURANCE COVERAGE**

13. PROPERTY OWNERSHIP

- 13.1 Upon termination of this Contract, and in the event of subsequent dissolution of the CHARTER SCHOOL, all property which it might lease, borrow, or contract for use, shall be promptly returned to those organizations or individuals from which the CHARTER SCHOOL has leased or borrowed the materials.
- 13.2 All property which has been purchased by the CHARTER SCHOOL, will remain its own. In the event of subsequent dissolution of the CHARTER SCHOOL, such property will be donated to the extent permitted by law and the CHARTER SCHOOL articles of incorporation after all financial obligations are met.

- 13.3 All property personally and/or individually owned by the trained and licensed teachers or staff employed by the CHARTER SCHOOL shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, personal mementos and other materials or apparatus which have been personally financed or personally developed by teachers or staff.

14. GENERAL AUTHORITY AND IMMUNITY

The CHARTER SCHOOL may not levy taxes or issue bonds. It shall have the right to sue or be sued. The 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 the operation of the CHARTER SCHOOL (Minnesota Statutes 124E.09). If Minnesota Statute section 124E.09 regarding AUTHORIZER immunity from liability is eliminated from the statute, this contract is immediately rendered void.

15. TERMINATION BY AUTHORIZER FOR CAUSE

- 15.1 The AUTHORIZER may determine not to renew this Contract at the end of the term for any ground listed hereafter in paragraph 15.6. In addition, the AUTHORIZER may unilaterally terminate the Contract during the term for any grounds listed in paragraph 15.6.
- 15.2 At least 60 days before not renewing or terminating this Contract, the AUTHORIZER shall notify 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 Board of Directors may request, in writing, an informal hearing before the sponsor within fourteen (14) days of receiving notice of non-renewal or termination of this Contract.
- 15.3 Failure by the CHARTER SCHOOL Board of Directors to make a written request for a hearing with the 14-day period shall be treated as acquiescence to the proposed action.
- 15.4 Upon receiving a timely written request for a hearing, the AUTHORIZER shall give reasonable notice to the CHARTER SCHOOL Board of Directors of the hearing date. The AUTHORIZER shall then conduct an informal hearing at a mutually agreeable time before taking final action.

- 15.5 The AUTHORIZER shall take final action to renew or not to renew the Contract by the last day of classes in the last school year of any contract period.
- 15.6 The AUTHORIZER may unilaterally determine not to renew this Contract or may terminate the Contract during the term of this Contract for these grounds:
- a) Failure to meet the requirements for pupil performance contained in paragraph 6 of this Contract;
 - b) Failure to meet generally accepted standards of fiscal management;
 - c) For violations of law;
 - d) Other good cause shown.
- 15.7 Violations of law. The CHARTER SCHOOL will immediately notify the AUTHORIZER of all complaints that allege that a violation of state or federal law or regulation has been committed by the CHARTER SCHOOL unless such reporting would be in non-compliance with a state or federal law.
- 15.8 The AUTHORIZER requires to be informed by the CHARTER SCHOOL on a current basis any significant areas of concern and/or change that may arise at the CHARTER SCHOOL; including but not limited to financial, staff, student/parent, and community issues. The extent to which the CHARTER SCHOOL is proactive in keeping the AUTHORIZER well informed during the contract period may be a significant factor in the AUTHORIZER's consideration of Contract termination or non-renewal.
- 15.9 If this Contract is terminated or not renewed, the CHARTER SCHOOL shall be dissolved according to the applicable provisions of Minnesota Statutes chapter 308A and 317A. and according to the Charter School Closing process. **Attachment 9: CHARTER SCHOOL CLOSURE PLAN**

16. NON-RENEWAL AND VOLUNTARY TERMINATION OF CONTRACT.

- 16.1 Non Renewal and Voluntary Termination. If at the end of the Agreement, either party wants to voluntarily non-renew or terminate the Agreement, a change in authorizers is allowed if the Education Commissioner approves the decision of a different eligible authorizer to authorize the school.

- 16.2 Notice. The party intending to terminate the contract must notify the other party and the Education Commissioner of its intent at least 90 days before the date on which the contract ends.
- 16.3 Information to New Authorizer. The Authorizer must inform the different eligible authorizer about the fiscal and student performance of the School as required by Minnesota Statutes 124E.
- 16.4 Not for Cause. The voluntary transfer of authorizership under Section 16 of this Agreement is not considered to be a termination or non-renewal for cause as defined in Section 15 of this Agreement.
- 16.5 Dissolution. If no different eligible authorizer is approved by the Education Commissioner, the School must be dissolved according to applicable state and federal laws and the terms of the Agreement.

17. RENEWAL

- 17.1 The AUTHORIZER shall actively consider renewal at least 6 months prior to the last day of the term of the contract. There is no guarantee of renewal.
- 17.2 To consider renewal the AUTHORIZER requires a 3 year Strategic Plan including the governance, management, professional development, financial and administrative plans for the CHARTER SCHOOL, as well as the specific academic and nonacademic outcomes that pupils will achieve. This plan should provide content to be useful to the school, is expected to be implemented, and will be used as a basis for consideration by the AUTHORIZER for renewal of the contract by the AUTHORIZER.
- 17.3 The AUTHORIZER requires to be informed by the CHARTER SCHOOL on a current basis any significant areas of concern and/or change that may arise at the CHARTER SCHOOL; including but not limited to financial, staff, student/parent, and community issues. The extent to which the CHARTER SCHOOL is proactive in keeping the AUTHORIZER well informed during the contract period may be a significant factor in the AUTHORIZER's consideration of Contract termination or non-renewal.

18. CHARTER SCHOOL REPORTING, AUTHORIZER OVERSIGHT, AND EVALUATION PROCESS

Sections 15.7 and 15.8 delineate the significant responsibility of the CHARTER SCHOOL to be in active communication with the AUTHORIZER. Both the Board of Directors and the school leader shall participate in the active communication with the AUTHORIZER.

- 18.1 The CHARTER SCHOOL shall follow its responsibilities of reporting as indicated in the **Winona Area Public Schools Charter School Authorization Program Guide**. Updates to the document must be forwarded by the AUTHORIZER to the CHARTER SCHOOL within 20 days and will become amendments to this agreement upon written acceptance by both parties.
- 18.2 The CHARTER SCHOOL shall provide all reports required by the Commissioner.
- 18.3 The AUTHORIZER criteria, processes, and procedures used for ongoing oversight of the fiscal, operational, and student academic performance of the CHARTER SCHOOL, as specified in 124E, are included in the document **Winona Area Public Schools Charter School Authorization Program Guide** and as updated.
- 18.4 The AUTHORIZER Ready-to-Open standards shall be utilized by the AUTHORIZER to determine if the CHARTER SCHOOL is ready to open the CHARTER SCHOOL or ready to open at an additional site if approved by MDE. The AUTHORIZER “Ready to Open” expectations are:
- Healthy enrollment
 - Demonstrated parent involvement
 - Adequate facility
 - School leadership with a demonstrated capacity to lead the program
 - Adequate curriculum development
 - A Board of Directors that is responsive, has dealt properly with conflicts of interest, and has actively worked to establish a mutually productive relationship with the authorizer.
- 18.5 Attendance is required for AUTHORIZER scheduled meetings for the CHARTER SCHOOL board of directors, board officers, and school leaders. Such meetings occur at least annually at a joint board meeting and are an important component for effective oversight.

19. LIAISON

The AUTHORIZER will designate a liaison for the school and will inform the school if there is a change of liaison. The school will notify staff, parents, and other stakeholders that the liaison is accessible for communications of concerns or commendations. The AUTHORIZER will communicate how it will respond to communication from the school and its stakeholders and handle potentially

negative reports. The liaison will have freedom to communicate with designated individuals and enter the school with reasonable notification and request.

20. AUTHORIZER FEE

The AUTHORIZER shall monitor and evaluate the fiscal, operational, and student academic performance of the CHARTER SCHOOL as specified in 124.10 and will for these purposes assess the CHARTER SCHOOL an annual fee. The total annual fee payable to the AUTHORIZER shall be the maximum fee allowed by Minnesota Statutes section 124E.10 which is calculated as follows:

The fee that an authorizer may annually assess is the greater of:

(1) the basic formula allowance for that year; or

(2) the lesser of:

(i) the maximum fee factor times the basic formula allowance for that year; or

(ii) the fee factor times the basic formula allowance for that year times the charter school's adjusted pupil units for that year. The fee factor equals .015. The maximum fee factor equals 4.0.

The fee will be billed to the school during the month of June based on year end pupil units and payment is due to the AUTHORIZER BY THE 30th of the same month.

21. CHARTER SCHOOL BOARD MEMBERS SIGNED AGREEMENTS

The CHARTER SCHOOL must attach to this agreement a list of board members current as of the signing of this contract. Each current CHARTER SCHOOL board member on the list shall complete a signed statement that they have read and reflected on this contract and agree to comply with all federal and state laws, governing, programmatic, and financial requirements applicable to charter schools. These documents are included as **Attachment 8: UP TO DATE LIST OF CHARTER SCHOOL BOARD MEMBERS.**

Each new board member appointed/elected to the board shall complete a signed statement that they have read and reflected on this contract and agree to comply with all federal and state laws, governing, programmatic, and financial requirements applicable to charter schools. A new board member must complete the statement within 30 days of being appointed/elected and the statement must be forwarded to the AUTHORIZER within 20 days of execution by the new board member.

22. DISCLAIMER

This Contract is not intended to be, nor shall it be interpreted in such manner as, an employment contract, subcontracting contract, or assignment of normal curricular, co-curricular, or extra-curricular duties by and between any party or person referred to therein

23. WAIVER

No waiver by either party or any breach of any covenant or provision of this Contract shall be deemed to be a waiver of any succeeding breach of the same or any other covenant or provision.

24. MODIFICATION PROVISION

24.1 If any provision of this agreement is held to be unenforceable for any reason, the Agreement will be modified rather than voided, if possible, to achieve as fully as possible the original intent of the parties. Any provision held to be overbroad will be deemed amended to narrow its application to the extent necessary to make the provision enforceable under applicable law. All other provisions of this agreement will be deemed valid and enforceable to the full extent permitted by law.

24.2 This Agreement represents the entire agreement of the parties. The parties also agree that the terms of the Agreement shall not be modified by any conflicting course of dealing or performance. No modification or waiver of any provision of this Agreement will be binding unless set forth in a written document signed by the parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts.

SIGNATURES:

(The remainder of the charter school board signatures are included as attachment 6)

Executed this _____ day of _____ 20_____

Bluffview Montessori School

Winona Area Public Schools

By _____
Signature

By _____
Signature

Stephanie Wehman
Printed Name

Dr. Stephen West
Printed Name

Position: Head of School

Position: Superintendent

Bluffview Montessori School

Winona Area Public Schools

By _____
Signature

By _____
Signature

Printed Name

Mohamed Elhindi
Printed Name

Position: Board Chairperson

Position: Board Chairperson

CHARTER AUTHORIZER CONTRACT ATTACHMENTS

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