

# THREE RIVERS MONTESSORI CHARTER SCHOOL

Regular Board Meeting Agenda

Tuesday, August 15th, 2023 at 6:00 p.m.

Meeting held at Three Rivers Montessori: 17267 Yale St NW, Elk River MN 55330

Sent to OW - 08/10/2023 | Placed on Website - 08/10/2023

## I. CALL TO ORDER by Chairperson:

## II. ROLL CALL + DECLARATIONS OF CONFLICT OF INTEREST

1. Board Members Present + Declarations:
2. Board Members Absent:
3. Other Attendees:

## III. REVIEW OF TRM MISSION & VISION STATEMENTS

**Mission:** Empowering students to reach their full potential through authentic Montessori learning.

**Vision:** Academic Excellence \* Community Engagement \* Environmental Stewardship

## IV. APPROVAL OF MEETING AGENDA

1. **ACTION ITEMS:**
  - a. APPROVAL: Tonight's Meeting Agenda

## V. CONSENT AGENDA

1. **ACTION ITEMS:**
  - a. APPROVAL: TRM Regular Board Meeting Minutes 6/20/23
  - b. APPROVAL: TRM Emergency Board Meeting Minutes 8/01/23
  - c. APPROVAL: Board Meeting Agenda Setting Process Policy (Board Calendar)
  - d. APPROVAL: Harassment and Violence Prohibition Policy Update
  - e. APPROVAL: Education program selection of Campbellsville University for Masters in Montessori Education for Nikki Patterson (K/1 Teacher)
  - f. APPROVAL: Resignation of Angie Johnson from the Board of Directors
  - g. APPROVAL: Osprey Wilds Contract Amendment
  - h. APPROVAL: Move \$26,102 from general fund to food service fund to close out SY 22'-23'
  - i. APPROVAL: Staff Handbook for SY 23'-24'

## VI. PUBLIC COMMENTS

## VI. FINANCE COMMITTEE

- a. June Month End Financials
  - i. **ACTION ITEM:** Approve Prior Month Expenditures
  - ii. **ACTION ITEM:** Accept Prior Month Financial Report
- b. July Month End Financials
  - i. **ACTION ITEM:** Approve Prior Month Expenditures
  - ii. **ACTION ITEM:** Accept Prior Month Financial Report

## VII. INFORMATION ITEMS

1. Enrollment Update
2. Building Update
3. Staffing Update
4. Audit Update

## **IX. DISCUSSION ITEMS**

1. Opening Enrollment for 5th Grade
2. Midwest Studies Group Strategic Planning Session for the Board - In person either October 9th (Monday), 10th (Tuesday), 18th (Wednesday), or 19th (Thursday)- Looking at an 8am-12pm session, could do 4pm-8pm if absolutely necessary though this would cost more
3. Board Committee Assignments
  - a. **ACTION ITEM:** Assign Board Members
    - i. Finance Committee
      1. The Budget and Finance Committee shall be responsible for presenting an annual budget to the Board of Directors, making recommendations to the Board of Directors on long-range financial and facilities planning, monitoring contracts for bookkeeping services, ensuring compliance with state financial procedures, and such other duties as are deemed appropriate and necessary by the Board of Directors. The Budget and Finance Committee shall be chaired by the Treasurer.
    - ii. Development Committee (parent committee)
      1. The Development Committee shall plan and supervise all fundraising activities of the Corporation. The Development Committee shall be chaired by a Director. The Chair will work in collaboration with school leadership on all Development committee activities.
      2. Proposed: The Development Committee shall moderate communication in the officially designated Three Rivers Montessori Parent Committee Facebook page.
    - iii. Review Committee
      1. Proposed: The Review Committee shall work with the Executive Director to execute the review process, monitor goals established by the board of directors, execute offer letters for approval by the board of directors, and maintain communication with the board of directors. The review committee shall be chaired by the Board Chair.
    - iv. Academic Excellence Committee
      1. The Academic Excellence Committee shall be responsible for ensuring that overall curricular policy remains faithful to the Corporation's mission, for reviewing specific curriculum choices on a regular basis and making recommendations to the Board of Directors on adoption of curriculum materials, and such other duties as are deemed appropriate and necessary by the Board of Directors. (School Director proposal that this committee go dormant and responsibility shift to school leadership, academic and programming updates are built into the director's monthly reports and this becomes more hands in whereas the true definition stated above should fall to school leadership now that we are fully operational)
  - b. Board Training Plan
    - i. **ACTION ITEM:** Approve Regular Time
4. Employee Discussion (Closed Session Under State Statute)
5. Motion to return to Open Session

## **X. REVIEW OF NEXT MEETING DATE**

1. Date, Time, Location of Next Regular Board Meeting - Tuesday, September 20th, 2023  
**6:00 p.m.** Location: At Three Rivers Montessori
2. Agenda Items Request or Send to Board Chair

## **XI. ADJOURNMENT**

- 1.

Board Approved:

## THREE RIVERS MONTESSORI CHARTER SCHOOL

Regular Board Meeting and Annual Meeting Agenda - Approved On: \_\_\_\_\_

Tuesday, June 20th, 2023 at 6:00 p.m.

Zoom Meeting Location Virtual Due to Covid

<https://us02web.zoom.us/j/85250747687?pwd=ZDBCK1dYd3NMa1VjSVhLSGINYm9HQOT09>

Meeting ID: 852 5074 7687

Passcode: k2CJdy

One tap mobile

+1 312 626 6799 US (Chicago) +1 929 436 2866 US (New York)

Meeting ID: 852 5074 7687

Phone Passcode: 750431

Find your local number: <https://us02web.zoom.us/u/kdHMgZcn5b>

Posted to website and sent to Osprey Wilds 06/15/2023

### I. CALL TO ORDER by Chairperson: Call to order 6:06pm by Chris

### II. ROLL CALL + DECLARATIONS OF CONFLICT OF INTEREST

1. Board Members Present + Declarations: Angie Johnson, Tim Eilrich, Chris Castagnier  
No conflicts
2. Board Members Absent: Amanda Johnston
3. Other Attendees: Michelle Green, Lydia Skadberg, Antonio Kuklok, Connie Wrightsman, Abbie Eilrich, 2 Unnamed phone, Erin Anderson, Rose Bleymeyer, Shanny Snyder, Brooke Blomker, Josh Green

### III. REVIEW OF TRM MISSION & VISION STATEMENTS

**Mission:** Empowering students to reach their full potential through authentic Montessori learning.

**Vision:** Academic Excellence \* Community Engagement \* Environmental Stewardship

### IV. APPROVAL OF MEETING AGENDA & PROCEDURE

#### 1. ACTION ITEMS:

- a. **APPROVAL:** Tonight's Meeting Agenda

Motion to Approve- Tim

Motion Seconded Angie

Discussion None

Vote :Tim; Yes Amanda; Angie; Yes Chris; Yes Motion carried

#### 2. Approval of Board Applications: :

Motion to Approve- Tim- to change Teacher role the term of this community term to end Spring 2024

Motion Seconded -Angie

Discussion: None

Vote :Tim; Yes Amanda; Angie; Yes Chris; Yes Motion carried

Lydia Skadberg: Teacher Role term end Spring 2025

Motion to Approve- Tim

Motion Seconded -Angie

Discussion : Tim- what is the term for this seat , Erin -it is the seat we are filling not the person

Vote :Tim; Yes Amanda; Angie; Yes Chris; Yes Motion carried

Rose Bley Meyer: Community Role end Spring 2024

Motion to Approve- Tim

Motion Seconded -Angie

Discussion: None

Vote :Tim; Yes ; Angie; Yes Chris; Yes Lydia; Yes; Motion carried

Board Resignation: Amanda Johnson

Motion to Approve- Angie

Motion Seconded -Tim

Discussion: None

Vote :Tim; Yes Angie; Yes Chris; Yes Lydia; Yes; Rose; Yes, Motion carried

## **V. REPORTS**

### 1. Finance Committee

#### a. May Month End Financials

##### i. **APPROVAL:** Prior Month Expenditures: Tim presented

Motion to Approve: Tim

Motion Seconded: Angie

Discussion :None

Vote :Tim; Yes Angie; Yes Chris; Yes Lydia; Yes; Rose; Yes, Motion carried

##### ii. **APPROVAL:** Prior Month Financial Report: Tim presented

Motion to Approve: Tim

Motion Seconded: Angie

Discussion : , 133,000 in June form MDE that was recouped from what was taken out in May- Sped department

Vote :Tim; Yes Angie; Yes Chris; Yes Lydia; Yes; Rose; Yes, Motion carried

## **VI. CONSENT AGENDA**

### 1. **ACTION ITEMS:**

#### a. **APPROVAL:** TRM Regular Board Meeting Minutes 5/16/2023

Motion to Approve: Angie

Motion Seconded: Rose

Discussion : None

Vote :Tim; Yes Angie; Yes Chris; Yes Lydia; Yes; Rose; Yes, Motion carried

## **VII. PUBLIC COMMENTS**

### 1. None

## **VIII. INFORMATION ITEMS**

1. 23'-24' SY Enrollment Update: Antonio presented see attachment
2. Staffing Update: Antonio presented see attachment
3. Policy Updates and Creation w/MN Law Changes Antonio presented see attachment
4. Building Update Antonio presented see attachment

Presentation Link: [June Director Updates.pdf](#)

## **IX. DISCUSSION ITEMS**

1. Update from PC Committee: Angie overall fundraising for 2022-2023; Pizza Ranch \$1, 310, Book Fair credit for Scholastic of over \$1,000 Readathon \$5,228.00 but company takes 20% -Color Run; Michelle- 87 participants 1,353 was the profit.
2. Board Officer Assignments:

Chair: Chris

Motion to Approve: Tim  
Motion Seconded: Angie  
Discussion : None

Vote :Tim; Yes Angie; Yes Chris; Yes Lydia; Yes; Rose; Yes, Motion carried

Vice Chair: Open for now

Motion to Approve:  
Motion Seconded:  
Discussion : None

Vote :Tim; Yes Angie; Yes Chris; Yes Lydia; Yes; Rose; Yes, Motion carried

Secretary: Rose

Motion to Approve: Tim  
Motion Seconded: Angie  
Discussion : None

Treasure: Tim

Motion to Approve: Angie  
Motion Seconded: Tim  
Discussion : None

Vote :Tim; Yes Angie; Yes Chris; Yes Lydia; Yes; Rose; Yes, Motion carried

3. Board Meeting Time and Place Designation: Since the Health Emergency is over meetings will go in person going forward 3rd Tuesday of the Month at 6pm at TRM.
4. Executive Director Offer : Review Committee is working on the ED offer

## **X. REVIEW OF NEXT MEETING DATE**

1. Date, Time, Location of Next Regular Board Meeting - July 18, 2023 6:00 p.m.

Location: Three Rivers Montessori - 17267 Yale St. NW, Elk River, MN 55330

Motion to Approve: [Tim cancel the July 18th meeting](#)

Motion Seconded: [Lydia](#)

Discussion :

Vote :[Tim](#); [Yes Angie](#); [Yes Chris](#); [Yes Lydia](#); [Yes Rose](#); [Yes](#), Motion carried

2. Agenda Items Request or Send to Board Chair

## **XI. ADJOURNMENT**

- 1.

Motion to Approve: [Angie](#)

Motion Seconded:[Rose](#)

Discussion :

Vote :[Tim](#); [Yes Angie](#); [Yes Chris](#); [Yes Lydia](#); [Yes Rose](#); [Yes](#), Motion carried

Meeting adjourned at: 7:44 pm

Board Approved:

**THREE RIVERS MONTESSORI CHARTER SCHOOL**  
Special Board Meeting Agenda  
August 1, 2023 at 6:00 p.m.  
Three Rivers Montessori School  
17267 Yale St NW, Elk River, MN 55330  
Sent to OW - 7/29/2023 | Placed on Website - 7/29/2023

**I. CALL TO ORDER** by Chairperson:

**II. ROLL CALL + DECLARATIONS OF CONFLICT OF INTEREST**

1. Board Members Present + Declarations: Chris called the meeting to order.

Rose present, no conflicts.

Chris present, no conflicts

Brooke present, no conflicts

Josh present, no conflicts.

Tim present, no conflicts.

2. Board Members Absent: Angie Johnson

3. Other Attendees: Antonio Kuklok, Executive Director (ex officio)

**III. REVIEW OF TRM MISSION & VISION STATEMENTS**

**Mission:** Empowering students to reach their full potential through authentic Montessori learning.

**Vision:** Academic Excellence \* Community Engagement \* Environmental Stewardship

Chris read mission and vision statement.

**IV. APPROVAL OF MEETING AGENDA**

1. **ACTION ITEMS:**

a. **APPROVAL:** Tonight's Meeting Agenda

Rose motioned to approve.

Lydia seconded motion.

Unanimous vote to approve agenda.

**V. DISCUSSION ITEMS**

Prohibition of Malicious and Sadistic Conduct Policy



a. **APPROVAL**

Antonio - HR and legal provided recommended changes and they have been updated in the document. Follows bullying policy and state policy for bullying.

Rose motioned to approve.

Tim seconded motion.

Unanimous vote to approve.

Chemical Use and Abuse Policy

b. **APPROVAL**

Josh asked about section D - "Consent". Antonio provided example of administering Narcan in emergency.

Brooke looked up MN law - "Health services may be provided to minors without the consent of a parent if, in the health professional's judgment, treatment should be given without delay, and if obtaining consent would result in delay or denial of treatment (Minn. Stat. § 144.344)."

Brooke, Josh, and Tim will re-write section D together on a Google doc, then send to Antonio to share with legal counsel.

Antonio suggested we approve as-is and make additional revisions moving forward.

Rose motioned to approve as-is with the potential for future changes.

Tim seconded the motion.

Unanimous vote to approve.

E2 Teacher Training Requirements

We have a candidate who is interested in the position. Needs to renew their license, and would obtain MEd in Montessori education. Program has behavior management, SPED courses. Total would be \$13,000.

**Previous wording:** "Montessori certification or enrollment in a MONTessori approved training course for lead teacher in offer letter."

**Proposed wording:** "All teaching staff will enroll in or receive Montessori training or professional development as approved and/or recommended by the Montessori Director or Teaching and Learning. The professional development/training plan will align with all Montessori methods, strategies, beliefs and overarching concepts. The training plan will be implemented within 90 days of the start of the teaching assignment."

Lydia suggested that Katie bring in a consultant to help set up the E2 classroom.

Rose suggested we change “or” to “and”.

Brooke brought up that the wording feels loose and needs to be more specific about which training programs are acceptable.

Rose suggested that 90 days be shortened to 30 days.

Adding “and with board approval”.

Chris suggested we extend the 30 days to 45 days so the board has time to review.

Chris suggested we change the previous teacher training requirement All teaching staff will enroll in or receive Montessori education and professional development as approved and/or recommended by the Montessori Director of Teaching and Learning. The professional development/education plan will align with all Montessori methods, strategies, beliefs and overarching concepts. The education plan will be implemented and board-approved within 45 days of the start of the teaching assignment.

also. This

**Final wording:** All teaching staff will enroll in or receive Montessori education and professional development as approved and/or recommended by the Montessori Director of Teaching and Learning. The professional development/education plan will align with all Montessori methods, strategies, beliefs and overarching concepts. The education plan will be implemented and board-approved within 45 days of the start of the teaching assignment.

Motion to remove the prior policy and replace it

Tim motioned to modify the existing training requirement to read as follows: Chris motioned to approve.

Lydia seconded the motion.

Unanimous vote to approve

## **VI. ADJOURNMENT**

Rose motioned for meeting adjournment

Lydia seconded the motion

Unanimous vote to adjourn the meeting



# Board Meeting Agenda Setting Process Policy

Date Created: 08/04/2023

Approved By: TRM Board of Directors

Date Approved: Not Yet Approved

## Board Meeting Agenda Setting Process

### Purpose

In order to establish an environment for Three Rivers Montessori (TRM) board meetings that will maximize the effectiveness and efficiency of Three Rivers Montessori school board relative to its regular monthly governance meetings, the following process will be followed:

1. After consultation with the Board Chair, an annual draft board meeting schedule/calendar for the subsequent school year will be presented by the Executive Director for the board's consideration no later than its regular meeting in June of each year. The DRAFT calendar will contain topics/items the director believes the board should consider at each of its regularly scheduled meetings during the upcoming school year. It will contain recurring items such as monthly financial reports as well as items that arise less frequently than monthly such as the annual audit, academic and environmental literacy reports relative to the Osprey Wilds contract, and the evaluation of the director's professional performance.
2. Each year the board will consider and approve a draft annual schedule/calendar by no later than its regular August meeting.
3. The draft board meeting schedule/calendar will be used as the basis to set the TRM's regular meeting agenda and it will be the responsibility of the Board Chair, after consultation with the Executive Director, to approve the upcoming meeting agenda and to electronically distribute the agenda and related meeting materials to the other members of the board no later than five calendar days prior to the scheduled meeting.
4. Board members wishing to have a topic of interest to them included on an upcoming board meeting agenda should inform the entire board of his/her interest. The Board Chair, after consultation with the Executive Director, will make a decision as to if and when the topic will be included on a regular board meeting agenda. If the board member disagrees with the Board Chair's decision, he/she may, at a regular open meeting of the board, propose the topic for discussion/consideration at a future board meeting, and request that the full board consider and vote to include or not include the topic.
5. At the beginning of each monthly meeting, the draft monthly board meeting agenda that had been distributed in advance of the meeting will be approved as presented or as amended, in accordance with Robert's Rules of Order, except in emergency or unique and compelling situations.



# Board Meeting Agenda Setting Process Policy Contd.

Date Created: 08/04/2023

Approved By: TRM Board of Directors

Date Approved: Not Yet Approved

## Ongoing Monthly Board Meeting Agenda Items:

*Call to order:*

*Roll Call & Declaration of No Conflicts of Interest by Board Members:*

*Review of Mission and Vision Statements:*

*Public Comments:*

*Approval of Meeting Agenda & Procedure:*

*Action Items:*

*Monthly Financial Report and Enrollment Update:*

*Reports/Information Items: To include monthly director reports*

*Consent Agenda:*

*Discussion Items:*

*Review of Next Meeting Date:*

*Adjournment:*

Note: The Below is a list of suggested topics to be covered throughout the year and is not all-inclusive. Some topics may be best discussed/acted upon during alternate months/meetings other than those in the following list and other topics can be added at the discretion of the board.

### **July:**

- Conduct board strategic planning retreat, no formal board meeting scheduled

### **August:**

- Begin implementing evaluation process/timeline/protocol for the school leader
- Adopt board training plan for the year
- Annual Board Designations: Depository, EFT, Communications...
- Annual Board Training Plan
- Handbook Approvals: Family & Employee
- OW Contract and Goals Review
- Policy Reviews: Unpaid Meals Policy



# Board Meeting Agenda Setting Process Policy Contd.

Date Created: 08/04/2023

Approved By: TRM Board of Directors

Date Approved: Not Yet Approved

## September:

- Receive a school opening report from the school leader
- MCA Update from previous year
- Review Environmental Education Goals and final report from previous year and monitor progress toward meeting the school's contractual goals
- ELP Report from prior FY
- Policy Reviews: Internal Controls Policy, Non-Discrimination Policy

## October:

- Update on Fall testing plan and implementation/scores shared if available
- Review lease aid agreement
- WBWF and Annual Report provided to the Board for approval and submittal to the State and the Authorizer
- Policy Reviews: Chemical Use and Abuse Policy, Board Member Code of Ethics Policy, Board Reflection Policy

## November:

- Review annual audit and accept, discuss any findings taking action if needed
- Review Annual Board Training Plan
- Policy Reviews: Bullying Policy, Dress Code Policy, Harassment and Violence Policy

## December:

- Gather data for school leader's mid-year formative evaluation
- Review Articles of Incorporation
- Review Board of Director's Bylaws
- Policy Reviews: Nepotism Policy, Purchase of Group Health Insurance Policy, Behavior Policy

## January:

- Conduct school leader's mid-year formative evaluation
- Policy Reviews: Student Transportation Safety Policy, Grade Level Enrollment Policy, Medication Policy

## February:

- Review budget and adjust as necessary in collaboration w/Finance committee
- Director Confirms Auditor Contract
- Policy Reviews: Crisis Management Policy, Emergency Procedures Policy, Sectarian/Religious Accommodation Policy, Visitor Policy



# Board Meeting Agenda Setting Process Policy Contd.

Date Created: 08/04/2023

Approved By: TRM Board of Directors

Date Approved: Not Yet Approved

## **March:**

- Winter testing update
- Approve School Calendar for Upcoming Year
- Policy Reviews: Public Data Access Policy
- Review Upcoming Budget in Collaboration w/Finance Committee
- Review Corrective Action Plans from the Audit (if any)

## **April:**

- Review and discuss draft of next year's operating budget
- Pathfinders Summer Program Update

## **May:**

- Adopt following year's budget
- Update on enrollment for next fiscal year
- Review of MDE required policies and policy approval cycles

## **June:**

- Complete school leader performance evaluation
- Swearing in of any newly appointed board members
- Set date/time for upcoming fiscal year board meetings
- Approve budget
- Review progress toward authorizer goals
- ED employment agreement review



# Harassment and Violence Policy

Date Created: 03/28/2020 Date Updated: 08/09/2023

Approved By: TRM Board of Directors

Date Approved: 05/01/2020

## Harassment and Violence - Bullying Prohibition Policy

### PURPOSE

A. It will be a violation of this policy for any student or district employee to harass a student or district employee through conduct (e.g., physical, verbal, graphic or written) that is based upon that student or employee's actual or perceived race, color, creed, national origin, religion, sex/gender, sexual orientation, hair features based on race, disability, public assistance, or marital status or age [protected class] as defined by this policy. For purposes of this policy, a district employee includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district. For purposes of this policy, school district includes charter schools.

B. It will be a violation of this policy for any student or district employee to inflict, threaten to inflict, or attempt to inflict violence based upon a student or district employee's actual or perceived protected class as defined by this policy.

C. The school district will investigate all complaints, formal or informal, verbal or written, of harassment and/or violence based upon a student or employee's perceived or actual protected class and to discipline or take appropriate action against any student or school district employee who is found to have violated this policy.

### DEFINITIONS

The following definitions, which have been modified for purposes of this policy, are found in the Minnesota Human Rights Act. Please note that there is not a definition for every protected class.

A. Disability. "'Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who (1) has a physical, sensory, or mental impairment which materially limits one or more major life activities; (2) has a record of such an impairment; or (3) is regarded as having such an impairment."

B. Discriminate. "The term "discriminate" includes segregate or separate and, for purposes of discrimination based on sex, it includes sexual harassment."

C. Educational institution. "Educational institution" means a public or private institution and includes an academy, college, elementary or secondary school, extension course, kindergarten, nursery, school system and a business, nursing, professional, secretarial, technical, vocational school, and includes an agent of an educational institution."



# Harassment and Violence Policy Cont.

This includes students with an IFSP, IEP, and students who qualify for special education and related aids and services under Section 504 of the Rehabilitation Act.

D. National origin. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors."

E. Sexual harassment. "Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

- (1) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, ... [or] education...;
- (2) submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, ...[or] education...; or
- (3) that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, ...[or] education..., or creating an intimidating, hostile, or offensive employment, ...[or] educational... environment."

F. Sexual orientation. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness.

## HARASSMENT AND VIOLENCE GENERAL APPLICABILITY

A. The anti-discrimination laws apply to all of the academic and nonacademic (e.g. athletic, and extracurricular) programs of the school district, whether conducted in school district facilities or elsewhere.

B. For purposes of this policy, any student who is harassed or discriminated against, including subject to violence, by peers or school district employees based upon that student's actual or perceived sex/gender, sexual orientation, hair features based on race, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age [protected class] may file a complaint as described more fully in section IV below.

C. For purposes of this policy, any school district employee who is harassed or discriminated against, including violence, by students or other school district employees based upon that employee's actual or perceived sex/gender, sexual orientation, hair features based on race, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age may file a complaint as described more fully in section IV below.

D. The alleged harassment/violence consists of harassing conduct (e.g. physical, verbal, graphic, or written verbal or physical) based upon that student's actual or perceived protected class that interferes or limits the ability of that student to participate in, enjoy, or benefit from the education program, including athletics and extracurricular activities.





# Harassment and Violence Policy Cont.

E. The alleged harassment/violence may not be directed at a particular person, but may instead consist of harassing conduct (e.g. physical, verbal, graphic, or written) that includes harassment of students born in the United States who have relatives that are from other countries or conduct that creates a hostile environment for students based upon actual or perceived protected class that interferes with or limits the student's ability to participate in, enjoy, or benefit from the academic and nonacademic programs, including athletics and extracurricular activities.

## DESCRIPTION OF HARASSMENT BASED UPON A PERSON'S PERCEIVED OR ACTUAL PROTECTED CLASS

A. Harassment is unwelcome conduct that is based upon actual or perceived sex/gender, sexual orientation, hair features based on race, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age.

- (1) Harassing conduct may take many forms, including verbal acts and name-calling, as well as nonverbal-behavior, such as graphic and written statements, or conduct that is physically threatening, harmful, or humiliating.
- (2) It is unwelcome if the student or employee did not request or invite it and considered the conduct to be undesirable or offensive.
- (3) The conduct is considered harassment if it creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school district's programs.

B. Sexual harassment based upon sex/gender and/or sexual orientation

- (1) Sexual conduct that is unwelcome.
  - a. It is unwelcome if the student or employee did not request or invite it and considered the conduct undesirable or offensive.
  - b. A student's submission or failure to complain does not mean that the conduct was welcome – look at circumstances.

C. Sexual violence: Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.

- (1) Sexual violence includes rape, sexual assault, and dating violence. This includes coerced sexual intercourse or other sexual acts. The physical act is considered nonconsensual if a person is incapable of giving consent due to alcohol or drug use or due to an intellectual or other disability.
- (2) Sexual violence includes touching, patting, grabbing, or pinching another student's or employee's intimate parts of the clothing covering the intimate parts.
- (3) Sexual violence includes coercing or forcing or attempting to coerce or force a student or employee to touch anyone's intimate parts.
- (4) A police report does not relieve the school of its responsibilities under Title IX.



# Harassment and Violence Policy Cont.

D. Assault: Assault, as defined in state statute is:

- (1) an act done with intent to cause fear in another of immediate bodily harm or death; or
- (2) the intentional infliction of or attempt to inflict bodily harm upon another.

E. Racial, color, creed or national origin harassment/violence

- (1) Intimidation or abusive behavior toward a student, based on perceived or actual race, hair features based on race, color, creed or national origin, that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school district's programs.
- (2) Racial violence: Racial violence is a physical act of aggression or force, or the threat thereof, which is directed toward a student or employee based upon their perceived or actual race, hair features based on race, color, creed, or national origin.

F. Religious harassment/violence

- (1) Intimidation or abusive behavior toward a student based on perceived or actual religious beliefs that create a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school district's programs.
- (2) Religious violence is the threat of or an actual physical act of aggression or force which is directed toward a student or employee based upon their perceived or actual religion.

G. Disability harassment

- (1) Intimidation or abusive behavior toward a student based on disability that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school district's programs.
- (2) Disability harassment also may deny a student with a disability a free and appropriate public education (FAPE). Harassment of a student based on disability may decrease the student's ability to benefit from his or her education and amount to a denial of FAPE.

## REPORTING PROCEDURES

A. The adoption and implementation of a proper reporting system can help the school district comply with the Minnesota Human Rights Act by allowing the school district to promptly address allegations of harassment and violence.

1. Pursuant to Title IX, each school district must designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under the regulations, including Title IX complaint investigation (Title IX Coordinator). 34 C.F.R., section 106.8(a). Each school district must also publish grievance procedures providing for prompt and equitable resolution of sex discrimination complaints, including complaints of sexual harassment. In addition, under Section 504 and Title II, school districts are also required to have grievance procedures to address disability harassment.



# Harassment and Violence Policy Cont.

C. Minnesota Statutes, section 121A.03 requires that school districts have reporting procedures for sexual, religious, and racial harassment and/or violence complaints.

- (1) For purposes of meeting the state reporting requirements, the following reporting procedure will be made available for students and staff who wish to report an incident or incidents that may involve harassment or violence based upon actual or perceived sex/gender, sexual orientation, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age.
- (2) Designated school district person to receive oral or written complaints/reports of actual or perceived sex/gender, sexual orientation, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age.

## D. Human Rights Officer Designation

- (1) The school board hereby designates the School Director and/or the Operations Coordinator as the school district human rights officer(s) to receive reports or complaints of harassment or violence based upon actual or perceived sex/gender, sexual orientation, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age. If the complaint involves one of the designated human rights officers, the complaint will be filed directly with the superintendent.
- (2) In the event the superintendent is the designated human rights officer, the complaint should be filed directly with the school board.

E: The school district will conspicuously post the name of the human rights officer(s), superintendent, and school board: including mailing addresses and telephone numbers.

- (1) **The Human Rights Officer is TBD**  
Mailing address: Kara Sime, Contracted HR Director  
Phone: 612-968-9682  
Email address: ksime@designlearn.net
- (2) **The superintendent is;**  
Antonio Kuklok, Executive Director  
Phone: 763-595-1213 (ext. 102)  
Email address: antonio.kuklok@threeriversmontessori.org
- (3) **The school board contact information is:**  
Chris Castagneri, Board President  
Phone: 763-245-6116  
Email address: chris.castagneri@threeriversmontessori.org



# Harassment and Violence Policy Cont.

1. These reporting procedures are not intended to prevent a person from reporting harassment or violence incident(s) to another school official.
2. The school official must immediately notify the principal, who is then responsible to submit the oral or written complaint/report to the human rights officer without screening or investigating the credibility of the report. If the school principal is not available on the date of the report, then the school official must forward the oral or written report/complaint directly to the human rights officer.
3. If the report was given verbally, the principal will personally reduce it to written form within 24 hours and forward it to the human rights officer.
  - (a) If the school principal fails to forward any harassment or violence report or complaint (written or verbal) to the human rights officer within 24 hours, the principal will be subject to disciplinary action.
4. If the complaint involves the building principal, the complaint will be made or filed directly with the superintendent or the school district human rights officer by the school official or reporting party or complainant.

F. The human rights officer may request, but not insist, upon a written complaint. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office. Alternative means of filing a complaint, such as through a personal interview or by tape recording, will be made available upon request for qualified persons with a disability.

G. The complaint (verbal or written) should be reported to a school official immediately, or within 30 calendar days whenever possible, of the alleged violation. The school district will accept reports of alleged incidents that are older than 30 calendar days; however, delays between the date of the alleged incident and the reporting date may make investigations more difficult.



# Harassment and Violence Policy Cont.

## INVESTIGATION

A. The human rights officer, upon receipt of a complaint alleging discrimination or harassment toward an employee or student, will promptly undertake an investigation if deemed appropriate. The Title IX coordinator may conduct the investigation complaints of sexual harassment, the 504 coordinator for complaints of disability harassment, or the human rights officer for other types of alleged harassment and violence covered by this policy. The Title IX coordinator/504 coordinator or human rights officer may designate a neutral third party to conduct the investigation. The investigation will be completed within 30 calendar days from receipt of the complaint, unless impracticable.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the school district will consider the facts and the surrounding circumstances, such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.

D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination or harassment of an employee or student.

- (1) Upon completion of the investigation, the school district or neutral third party designated investigator will make a written report to the human rights officer. If the complaint involves the human rights officer, the report must be filed directly with the superintendent. If the complaint involves the superintendent, the report must be filed directly with the school board. The report will include the facts, a determination of whether the allegations have been substantiated and whether a violation of this policy has occurred, as well as a description of any proposed resolution which may include alternate dispute resolution.
- (2) Upon completion of the investigation, the human rights officer will inform the complainant/reporter of his or her right to review the written report at the school building where the complainant/reporter is employed or enrolled, in accordance with state and federal law regarding data or records privacy.
- (3) If the complainant/reporter is a student, the human rights officer will inform the parent/guardian of his or her right to review the written report at the school building where the student reporter is enrolled, in accordance with state and federal law regarding data or records privacy.
- (4) The school district must comply with federal and state law pertaining to retention of records.



# Harassment and Violence Policy Cont.

## APPEAL

If the grievance has not been resolved to the satisfaction of the complainant/reporter, s/he may appeal to the human rights officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator will conduct a review of the appeal and, within ten (10) school days of receipt of the appeal, will affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final, and action will occur as addressed in VIII below.

## SCHOOL DISTRICT ACTION

A. Upon conclusion of the investigation and receipt of the findings, the school district will take appropriate and effective action. If the investigator determined that a violation of this policy has occurred, such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Actions may also include alternative dispute resolution, including restorative justice programs, school or district wide training, counseling, and class transfer. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, state and federal law, and school district policies.

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

## REPRISAL

A. The school district will take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful harassment toward an employee or student or any person who testifies, assists, participates in an investigation or hearing related to alleged unlawful harassment covered by this policy. Reprisal also includes retaliation against a student or district employee who associates with a person or group or persons who are disabled or who are of different race, color, creed, religion, sexual orientation, or national origin. Retaliation includes, but is not limited to, any form of intimidation or harassment. Reprisal is also prohibited based upon a request for a religious or disability accommodation.

## CONFLICT OF INTEREST

A. If there is a conflict of interest with respect to any party affected by this policy, appropriate accommodations will be made, such as, but not limited to, appointing or contracting with a neutral third party investigator to conduct the investigation, or recusal from the process by the person for whom a conflict or potential conflict of interest exists.



# Harassment and Violence Policy Cont.

## HARASSMENT OR VIOLENCE AS ABUSE

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes, section 626.556 may be applicable.

B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

## DISSEMINATION OF POLICY AND TRAINING

A. This policy must be conspicuously posted throughout each school building in areas accessible to students and staff members.

B. This policy must be given to each school district employee and independent contractor at the time of entering into the person's employment contract.

C. This policy must be included in each school's student handbook on school policies.

D. The school district has developed the following process for discussing the school's harassment and violence policy with students and school district employees: It is included in the employee and student handbooks and covered at staff required professional development.

E. The school board will review this policy annually for compliance with state and federal law.

F. The school district will post this policy on its website and ensure that it is easily accessible to view and download. If the school district does not have a website, the school district has made the policy accessible for parents and community members by posting it in various locations.



# Harassment and Violence Policy Cont.

## RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

A. These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the agencies below, filing a report with a law enforcement agency, or initiating action in state or federal court. For claims of unlawful discrimination/harassment:

Minnesota Department of Human Rights  
Freeman Building  
625 Robert Street North  
St. Paul, MN 55155  
toll free: 800.657.3704  
tty: 651.296.1283  
fax: 651.296.9042  
<http://www.humanrights.state.mn.us>

U.S. Department of Education  
Office for Civil rights, Region V  
500 W. Madison Street- Suite 1475  
Chicago IL 60661  
Tel: 312.730.1560  
TDD: 312.730.1609



**Three Rivers Montessori**  
**Exhibit G: Academic and Academic-Related Goals**  
**Contract Period July 1, 2017 through June 30, 2025**

As articulated in MN Stat. 124E.10, Subd. 1(b), "A charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school

**Ready for Kindergarten [R4K]**

All students are ready for kindergarten.

**Reading Well by 3rd Grade [RG3]**

All students in third grade achieve grade-level literacy.

**Achievement Gap Closure [AGC]**

All racial and economic achievement gaps between students are closed.

**Career and College Readiness [CCR]**

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

**Graduate from High School [GRAD]**

All students graduate from high school.

Each measure is weighted to indicate its overall significance in fulfilling the primary purpose of improving all pupil learning and all student achievement. The school earns a

Exceeds Target: ×1.5 points

Meets Target: ×1.0 points

Approaches Target: ×0.5 points

Does Not Meet Target: ×0.0 points

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

Exceeds Standard = 100.1-150.0% of points earned

Meets Standard = 75.0-100.0% of points earned

Approaches Standard = 50.0-74.9% of points earned

Does Not Meet Standard = 0.0-49.9% of points earned

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

## Summary of Indicator Points

Indicator	Points Possible	Points Earned	% Earned
1: Mission Related Outcomes	8	0	0.0%
2: English Language Learners	N/A	0	0.0%
3: Reading Growth	21	0	0.0%
4: Math Growth	21	0	0.0%
5: Reading Proficiency	18	0	0.0%
6: Math Proficiency	18	0	0.0%
7: Science Proficiency (and Growth)	10	0	0.0%
8: Other Proficiency or Growth	N/A	N/A	0.0%
9: Post-Secondary Readiness	N/A	N/A	0.0%
10: Attendance	4	0	0.0%
<b>Overall</b>	<b>100</b>	<b>0</b>	<b>0.0%</b>

### Indicator 1: Mission Related

**8 Points**

<i>School Goal: Over the period of the contract, students at Three Rivers Montessori (TRM) will develop their executive function skills and behaviors.</i>			
<b>Performance Ratings</b>	<b>Measure 1.1 – 8 Points:</b> From FY22-FY24, the percentage of students scoring 'meets' or above on the Minnesota Executive Function Scale will improve at least 4% annually from the baseline (FY21 - 59%).		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's the percentage of students scoring 'meets' or above increased by at least 5% points annually.		
<b>Meets Target (x1.0)</b>	The school's the percentage of students scoring 'meets' or above increased by at least 4% points annually.		
<b>Approaches Target (x0.5)</b>	The school's percentage of students scoring 'meets' or above was maintained from the baseline.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>8</b>	<b>0</b>

### Indicator 2: English Language Learners

**0 Points**

<i>School Goal: The school does not have a contractual goal in this indicator area as it does not serve a significant population of English Learners.</i>

### Indicator 3: Reading Growth

**21 Points**

<i>School Goal: Over the period of the contract, students at TRM will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.</i>

<b>Performance Ratings</b>	<b>Measure 3.1 [CCR] – 2.5 Points:</b> In aggregate, from FY21 to FY24, the overall percentage of students whose achievement level on the statewide assessments for reading (as measured by North Star Academic Progress) improved on statewide assessments is equal to or greater than the state.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage equal to or greater than that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is within 10 percentage points of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 3.2 [CCR] – 2.5 Points:</b> In aggregate, from FY21-FY24, the overall percentage of students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for reading (as measured by North Star Academic Progress) is equal to or less than state.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage less than or equal to that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is no more than 10 percentage points greater than that of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 3.3 [CCR] – 12 Points:</b> From FY21-FY23, the combined aggregate percentage of students in grades 1-8 that are "Low Risk" on the spring FastBridge assessment OR from fall to spring move from "High Risk" to "Some Risk" will be at least 55%.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage of students' assessments categorized as "Low Risk" or moving from "High Risk" to "Some Risk" is at least [65 percent].		
<b>Meets Target (x1.0)</b>	The aggregate percentage of students' assessments categorized as "Low Risk" or moving from "High Risk" to "Some Risk" is at least [55 percent].		
<b>Approaches Target (x0.5)</b>	The aggregate percentage of students' assessments categorized as "Low Risk" or moving from "High Risk" to "Some Risk" is at least [45 percent].		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 3.4 [CCR] – 4 Points:</b> In FY24, the aggregate percentage of students in grades 1-6 who meet their expected growth target on the NWEA MAP assessment annually will be at least 50%.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 60%.		
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 50%.		
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40%.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>21</b>	<b>0</b>
			<b>% Earned</b>
			<b>0.0%</b>

#### Indicator 4: Math Growth

**21 Points**

*School Goal: Over the period of the contract, students at TRM will demonstrate growth in math as measured by state accountability tests and nationally normed assessments..*

<b>Performance Ratings</b>	<b>Measure 4.1 [CCR] – 2.5 Points:</b> In aggregate, from FY21 to FY24, the overall percentage of students whose achievement level on the statewide assessments for reading (as measured by North Star Academic Progress) improved on statewide assessments is equal to or greater than the state.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage equal to or greater than that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is within 10 percentage points of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 4.2 [CCR] – 2.5 Points:</b> In aggregate, from FY21-FY24, the overall percentage of students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for reading (as measured by North Star Academic Progress) is equal to or less than state.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage less than or equal to that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is no more than 10 percentage points greater than that of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 4.3 [CCR] – 12 Points:</b> From FY21-FY23, the combined aggregate percentage of students in grades 1-8 that are "Low Risk" on the spring FastBridge assessment OR from fall to spring move from "High Risk" to "Some Risk" will be at least 55%.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage of students' assessments categorized as "Low Risk" or moving from "High Risk" to "Some Risk" is at least [65 percent].		
<b>Meets Target (x1.0)</b>	The aggregate percentage of students' assessments categorized as "Low Risk" or moving from "High Risk" to "Some Risk" is at least [55 percent].		
<b>Approaches Target (x0.5)</b>	The aggregate percentage of students' assessments categorized as "Low Risk" or moving from "High Risk" to "Some Risk" is at least [45 percent].		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 4.4 [CCR] – 4 Points:</b> In FY24, the aggregate percentage of students in grades 1-6 who meet their expected growth target on the NWEA MAP assessment annually will be at least 50%.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage is at least 60%.		
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 50%.		
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40%.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>21</b>	<b>0</b>
			<b>% Earned</b>
			<b>0.0%</b>

### Indicator 5: Reading Proficiency

**18 Points**

*School Goal: Over the period of the contract, students at TRM will demonstrate proficiency in reading as measured by state accountability tests.*

<b>Performance Ratings</b>	<b>Measure 5.1 [RG3] – 1 Point: From FY21 to FY24, the school’s aggregate proficiency index score for students in grade 3 will be greater than that of the state for the same grade.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.2 [RG3] – 1 Point: From FY21 to FY24, the school’s aggregate proficiency index score for students in grade 3 will be greater than that of the resident district (ISD 728 – Elk River) for the same grade.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.3 [CCR] – 5 Points: From FY21 to FY24, the school’s aggregate proficiency index score for all students (except grade 3) will be greater than that of the state for the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.4 [CCR] – 5 Points: From FY21 to FY24, the school’s aggregate proficiency index score for all students (except grade 3) will be greater than that of the resident district (ISD 728 – Elk River) for the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.5 [AGC] – 2 Points: From FY21 to FY24, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch group will be greater than that of the state for the same group and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.6 [AGC] – 2 Points: From FY21 to FY24, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch group will be greater than that of the resident district (ISD 728 – Elk River) for the same group and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		

<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.7 [AGC] – 1 Point: From FY21 to FY24, the school’s aggregate proficiency index score for students in the Special Education group will be greater than that of the state for the same group and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.8 [AGC] – 1 Point: From FY21 to FY24, the school’s aggregate proficiency index score for students in the Special Education group will be greater than that of the resident district (ISD 728 – Elk River) for the same group and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>18</b>	<b>0</b>
			<b>% Earned</b>
			<b>0.0%</b>

### Indicator 6: Math Proficiency

**18 Points**

<b>School Goal: Over the period of the contract, students at TRM will demonstrate proficiency in math as measured by state accountability tests.</b>			
<b>Performance Ratings</b>	<b>Measure 6.1 [CCR] – 6 Points: From FY21 to FY24, the school’s aggregate proficiency index score will be greater than that of the state for the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 6.2 [CCR] – 6 Points: From FY21 to FY24, the school’s aggregate proficiency index score will be greater than that of the resident district (ISD 728 – Elk River) for the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 6.3 [AGC] – 2 Points: From FY21 to FY24, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch group will be greater than that of the state for the same group and the same grades.</b>		<b>Result:</b>

<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 6.4 [AGC] – 2 Points: From FY21 to FY24, the school's aggregate proficiency index score for students in the Free/Reduced Priced Lunch group will be greater than that of the resident district (ISD 728 – Elk River) for the same group and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 6.5 [AGC] – 1 Point: From FY21 to FY24, the school's aggregate proficiency index score for students in the Special Education group will be greater than that of the state for the same group and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 6.6 [AGC] – 1 Point: From FY21 to FY24, the school's aggregate proficiency index score for students in the Special Education group will be greater than that of the resident district (ISD 728 – Elk River) for the same group and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>18</b>	<b>0</b>
			<b>% Earned</b>
			<b>0.0%</b>

### Indicator 7: Science Proficiency

**10 Points**

<b>School Goal: Over the period of the contract, students at TRM will demonstrate proficiency in science as measured by state accountability tests and growth in science as measured by nationally normed assessments.</b>			
<b>Performance Ratings</b>	<b>Measure 7.1 [CCR] – 2 Points: From FY21 to FY24, the school's aggregate proficiency index score will be greater than that of the state for the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 7.2 [CCR] – 2 Points: From FY21 to FY24, the school's aggregate proficiency index score will be greater than that of the resident district (ISD 728 – Elk River) for the same grades.		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is greater than the district's score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
			<b>Points Possible</b>
			<b>Points Earned</b>
			<b>% Earned</b>
			<b>10</b>
			<b>0</b>
			<b>0.0%</b>

**Indicator 8: Proficiency in Other Curricular Areas**

**0 Points**

School Goal: The school does not have a contractual goal in this optional indicator area.

**Indicator 9: Post-Secondary Readiness**

**0 Points**

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

**Indicator 10: Attendance**

**4 Points**

School Goal: Over the period of the contract, students at TRM will attend the school at high rates.

Performance Ratings	Measure 10.1 – 4 Points: From FY21 to FY24, the school's consistent attendance rate will be equal to or higher than the district.		Result:
Exceeds Target (x 1.5)	The school's consistent attendance rate is at least 5.0 points above the district's rate.		
Meets Target (x1.0)	The school's consistent attendance rate is greater than the district's rate.		
Approaches Target (x0.5)	The school's consistent attendance rate is within 5.0 points of the district's rate.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
			<b>Points Possible</b>
			<b>Points Earned</b>
			<b>% Earned</b>
			<b>4</b>
			<b>0</b>
			<b>0.0%</b>



**CHARTER SCHOOL CONTRACT AMENDMENT**

*BETWEEN*

**Osprey Wilds Environmental Learning Center – the AUTHORIZER**

*AND*

**Three Rivers Montessori – the CHARTER SCHOOL**

1. This amendment (the "Amendment") is made by the **Osprey Wilds Environmental Learning Center** (hereinafter "the AUTHORIZER") and **Three Rivers Montessori** (hereinafter "the CHARTER SCHOOL") parties to the Charter School Contract which was fully amended on January 19, 2023 (the "Agreement").

2. The Agreement is amended as follows:

- A. The original Exhibit G: Academic and Academic-Related Goals is replaced in its entirety by the revised Exhibit G: Academic and Academic-Related Goals dated May 2, 2023
- B. The original Exhibit I: Admissions Policies and Procedures is replaced in its entirety by the revised Exhibit I: Admissions Policies and Procedures dated December 20, 2022.

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

4. COUNTERPARTS

This Agreement may be executed in counterparts.

Three Rivers Montessori  
(CHARTER SCHOOL)

Osprey Wilds Environmental Learning Center  
(AUTHORIZER)

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

President, Board of Directors  
Title

Director of Charter School Authorizing  
Title

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CHARTER SCHOOL CONTRACT AMENDMENT**

*BETWEEN*

**Osprey Wilds Environmental Learning Center – the AUTHORIZER**

*AND*

**Three Rivers Montessori – the CHARTER SCHOOL**

1. This amendment (the "Amendment") is made by the **Osprey Wilds Environmental Learning Center** (hereinafter "the AUTHORIZER") and **Three Rivers Montessori** (hereinafter "the CHARTER SCHOOL") parties to the Charter School Contract which was fully executed on July 1, 2017 (the "Agreement").

2. The Agreement is amended as follows:

- A. The original Exhibit G: Academic and Academic-Related Goals is replaced in its entirety by the revised Exhibit G: Academic and Academic-Related Goals dated September 23, 2022.
- B. The original Exhibit M: Charter School Closure Plan and Process is replaced in its entirety by the revised Exhibit M: Charter School Closure Plan and Process dated April 12, 2021.
- C. The original Exhibit P: Ongoing Evaluation Criteria is replaced in its entirety by the revised Exhibit P: Ongoing Evaluation Criteria dated May 14, 2021.
- D. Section 6.5 is amended by modifying "Grades K-8" to "Grades Preschool-8."
- E. Section 12.1 is amended by modifying "1 (one) preoperational planning year" to "three (3) preoperational planning years," "2022-2023" to "2024-2025" and "June 30, 2023" to "June 30, 2025."

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

**4. COUNTERPARTS**

This Agreement may be executed in counterparts.

**Three Rivers Montessori**  
 (CHARTER SCHOOL)

By Chris Castagneri  
 (Signature)

President, Board of Directors  
 Title  
 Chris Castagneri

01/19/2023  
 (Print Name)  
 Date

**Osprey Wilds Environmental Learning Center**  
 (AUTHORIZER)

By Erin E Anderson  
 (Signature)

Director of Charter School Authorizing  
 Title  
 Erin E. Anderson

01/19/2023  
 (Print Name)  
 Date

**Three Rivers Montessori**  
**Exhibit G: Academic and Academic-Related Goals**  
**Contract Period July 1, 2017 through June 30, 2023**

As articulated in MN Stat. 124E.10, Subd. 1(b), "A charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school

**Ready for Kindergarten [R4K]**

All students are ready for kindergarten.

**Reading Well by 3rd Grade [RG3]**

All students in third grade achieve grade-level literacy.

**Achievement Gap Closure [AGC]**

All racial and economic achievement gaps between students are closed.

**Career and College Readiness [CCR]**

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

**Graduate from High School [GRAD]**

All students graduate from high school.

Each measure is weighted to indicate its overall significance in fulfilling the primary purpose of improving all pupil learning and all student achievement. The school earns a

Exceeds Target: ×1.5 points

Meets Target: ×1.0 points

Approaches Target: ×0.5 points

Does Not Meet Target: ×0.0 points

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

Exceeds Standard = 100.1-150.0% of points earned

Meets Standard = 75.0-100.0% of points earned

Approaches Standard = 50.0-74.9% of points earned

Does Not Meet Standard = 0.0-49.9% of points earned

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

## Summary of Indicator Points

Indicator	Points Possible	Points Earned	% Earned
1: Mission Related Outcomes	8	0	0.0%
2: English Language Learners	N/A	0	0.0%
3: Reading Growth	21	0	0.0%
4: Math Growth	21	0	0.0%
5: Reading Proficiency	18	0	0.0%
6: Math Proficiency	18	0	0.0%
7: Science Proficiency (and Growth)	10	0	0.0%
8: Other Proficiency or Growth	N/A	N/A	0.0%
9: Post-Secondary Readiness	N/A	N/A	0.0%
10: Attendance	4	0	0.0%
<b>Overall</b>	<b>100</b>	<b>0</b>	<b>0.0%</b>

### Indicator 1: Mission Related

**8 Points**

<i>School Goal: Over the period of the contract, students at Three Rivers Montessori (TRM) will develop their executive function skills and behaviors.</i>			
<b>Performance Ratings</b>	<b>Measure 1.1 – 8 Points:</b> From FY22-FY23, the percentage of students scoring 'meets' or above on the Minnesota Executive Function Scale will improve at least 4% annually from the baseline (FY21 - 59%).		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's the percentage of students scoring 'meets' or above increased by at least 5% points annually.		
<b>Meets Target (x1.0)</b>	The school's the percentage of students scoring 'meets' or above increased by at least 4% points annually.		
<b>Approaches Target (x0.5)</b>	The school's percentage of students scoring 'meets' or above was maintained from the baseline.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>0</b>	<b>0</b>

### Indicator 2: English Language Learners

**0 Points**

<i>School Goal: The school does not have a contractual goal in this indicator area as it does not serve a significant population of English Learners.</i>			
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### Indicator 3: Reading Growth

**21 Points**

<b>School Goal: Over the period of the contract, students at TRM will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.</b>			
<b>Performance Ratings</b>	<b>Measure 3.1 [CCR] – 2.5 Points:</b> In aggregate, from FY21 to FY23, the overall percentage of students whose achievement level on the statewide assessments for reading (as measured by North Star Academic Progress) improved on statewide assessments is equal to or greater than the state.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage equal to or greater than that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is within 10 percentage points of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 3.2 [CCR] – 2.5 Points:</b> In aggregate, from FY21-FY23, the overall percentage of students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for reading (as measured by North Star Academic Progress) is equal to or less than state.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage less than or equal to that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is no more than 10 percentage points greater than that of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 3.3 [CCR] – 16 Points:</b> From FY19-FY23, the combined aggregate percentage of students in grades 1-8 that are "Low Risk" on the spring FastBridge assessment OR from fall to spring move from "High Risk" to "Some Risk" will be at least 55%.		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage of students' assessments categorized as "Low Risk" or moving from "High Risk" to "Some Risk" is at least [65 percent].		
<b>Meets Target (x1.0)</b>	The aggregate percentage of students' assessments categorized as "Low Risk" or moving from "High Risk" to "Some Risk" is at least [55 percent].		
<b>Approaches Target (x0.5)</b>	The aggregate percentage of students' assessments categorized as "Low Risk" or moving from "High Risk" to "Some Risk" is at least [45 percent].		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		

<b>Points Possible</b>	<b>Points Earned</b>	<b>% Earned</b>
<b>21</b>	<b>0</b>	<b>0.0%</b>

#### **Indicator 4: Math Growth**

**21 Points**

<b>School Goal: Over the period of the contract, students at TRM will demonstrate growth in math as measured by state accountability tests and nationally normed assessments..</b>			
<b>Performance Ratings</b>	<b>Measure 4.1 [CCR] – 2.5 Points:</b> In aggregate, from FY21 to FY23, the overall percentage of students whose achievement level on the statewide assessments for reading (as measured by North Star Academic Progress) improved on statewide assessments is equal to or greater than the state.		<b>Result:</b>

<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage greater than 10 percentage points over that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage equal to or greater than that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is within 10 percentage points of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 4.2 [CCR] – 2.5 Points: In aggregate, from FY21-FY23, the overall percentage of students whose achievement level decreased or stayed "does not meet standards" on statewide assessments for reading (as measured by North Star Academic Progress) is equal to or less than state.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school achieves an overall percentage at least 10 percentage points less than that of the state.		
<b>Meets Target (x1.0)</b>	The school achieves an overall percentage less than or equal to that of the state.		
<b>Approaches Target (x0.5)</b>	The school achieves an overall percentage that is no more than 10 percentage points greater than that of the state.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 4.3 [CCR] – 16 Points: From FY19-FY23, the combined aggregate percentage of students in grades 1-8 that are "Low Risk" on the spring FastBridge assessment OR from fall to spring move from "High Risk" to "Some Risk" will be at least 55%.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The aggregate percentage of students' assessments categorized as "Low Risk" or moving from "High Risk" to "Some Risk" is at least [65 percent].		
<b>Meets Target (x1.0)</b>	The aggregate percentage of students' assessments categorized as "Low Risk" or moving from "High Risk" to "Some Risk" is at least [55 percent].		
<b>Approaches Target (x0.5)</b>	The aggregate percentage of students' assessments categorized as "Low Risk" or moving from "High Risk" to "Some Risk" is at least [45 percent].		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>21</b>	<b>0</b>
			<b>% Earned</b>
			<b>0.0%</b>

**Indicator 5: Reading Proficiency**

**18 Points**

<b>School Goal: Over the period of the contract, students at TRM will demonstrate proficiency in reading as measured by state accountability tests.</b>			
<b>Performance Ratings</b>	<b>Measure 5.1 [RG3] – 1 Point: From FY19 to FY23, the school's aggregate proficiency index score for students in grade 3 will be greater than that of the state for the same grade.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.2 [RG3] – 1 Point: From FY19 to FY23, the school's aggregate proficiency index score for students in grade 3 will be greater than that of the resident district (ISD 728 – Elk River) for the same grade.</b>		<b>Result:</b>

<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.3 [CCR] – 5 Points: From FY19 to FY23, the school's aggregate proficiency index score for all students (except grade 3) will be greater than that of the state for the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.4 [CCR] – 5 Points: From FY19 to FY23, the school's aggregate proficiency index score for all students (except grade 3) will be greater than that of the resident district (ISD 728 – Elk River) for the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.5 [AGC] – 2 Points: From FY19 to FY23, the school's aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the state for the same subgroup and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.6 [AGC] – 2 Points: From FY19 to FY23, the school's aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the resident district (ISD 728 – Elk River) for the same subgroup and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.7 [AGC] – 1 Point: From FY19 to FY23, the school's aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the state for the same subgroup and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		

<b>Performance Ratings</b>	<b>Measure 5.8 [AGC] – 1 Point: From FY19 to FY23, the school’s aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the resident district (ISD 728 – Elk River) for the same subgroup and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
		<b>Points Possible</b>	<b>Points Earned</b>
		<b>18</b>	<b>0</b>
		<b>% Earned</b>	<b>0.0%</b>

**Indicator 6: Math Proficiency**

**18 Points**

<b>School Goal: Over the period of the contract, students at TRM will demonstrate proficiency in math as measured by state accountability tests.</b>			
<b>Performance Ratings</b>	<b>Measure 6.1 [CCR] – 6 Points: From FY19 to FY23, the school’s aggregate proficiency index score will be greater than that of the state for the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 6.2 [CCR] – 6 Points: From FY19 to FY23, the school’s aggregate proficiency index score will be greater than that of the resident district (ISD 728 – Elk River) for the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 6.3 [AGC] – 2 Points: From FY19 to FY23, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the state for the same subgroup and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 6.4 [AGC] – 2 Points: From FY19 to FY23, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the resident district (ISD 728 – Elk River) for the same subgroup and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		



<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 6.5 [AGC] – 1 Point: From FY19 to FY23, the school's aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the state for the same subgroup and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 6.6 [AGC] – 1 Point: From FY19 to FY23, the school's aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the resident district (ISD 728 – Elk River) for the same subgroup and the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
<b>18</b>	<b>0</b>	<b>0.0%</b>

### Indicator 7: Science Proficiency

**10 Points**

<b>School Goal: Over the period of the contract, students at TRM will demonstrate proficiency in science as measured by state accountability tests and growth in science as measured by nationally normed assessments.</b>			
<b>Performance Ratings</b>	<b>Measure 7.1 [CCR] – 2 Points: From FY19 to FY23, the school's aggregate proficiency index score will be greater than that of the state for the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the state's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the state's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the state's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 7.2 [CCR] – 2 Points: From FY19 to FY23, the school's aggregate proficiency index score will be greater than that of the resident district (ISD 728 – Elk River) for the same grades.</b>		<b>Result:</b>
<b>Exceeds Target (x 1.5)</b>	The school's aggregate proficiency index score is at least 10.0 points above the district's score.		
<b>Meets Target (x1.0)</b>	The school's aggregate proficiency index score is greater than the district's score.		
<b>Approaches Target (x0.5)</b>	The school's aggregate proficiency index score is within 10.0 points of the district's score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
10	0	0.0%

### Indicator 8: Proficiency in Other Curricular Areas

**0 Points**

*School Goal: The school does not have a contractual goal in this optional indicator area.*

### Indicator 9: Post-Secondary Readiness

**0 Points**

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

### Indicator 10: Attendance

**4 Points**

*School Goal: Over the period of the contract, students at TRM will attend the school at high rates.*

Performance Ratings	Measure 10.1 – 4 Points: From FY19 to FY23, the school's consistent attendance rate will be equal to or higher than the district.		Result:
<b>Exceeds Target (x 1.5)</b>	The school's consistent attendance rate is at least 5.0 points above the district's rate.		
<b>Meets Target (x1.0)</b>	The school's consistent attendance rate is greater than the district's rate.		
<b>Approaches Target (x0.5)</b>	The school's consistent attendance rate is within 5.0 points of the district's rate.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
4	0	0.0%

**Exhibit M: Charter School Closure Process and Plan**

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

**Name of School:**

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

<b>TASKS</b>	<b>Person Responsible</b>	<b>Date Completed and Comments</b>
<b>Establish <i>ad hoc</i> School Board Committee for wind-up / restructuring</b>		
Designate School contact person(s) to send and receive communications from Osprey Wilds;		
Designate employees or School Board members who will handle various aspects of winding up of School operations;		
Provide contact information, and list of employees / School Board members and correspondent responsibilities to Osprey Wilds		
Identify and retain a licensed MN attorney to provide legal advice and ensure statutory requirements are met during the wind-up and dissolution process, per MN §317A.735 Subd. 1.		
Other:		
<b>Contact MDE Charter Center Immediately</b>		
Contact the MDE Charter Center immediately to facilitate the legal transfer of all property of the school that was purchased with Federal Charter School Program funds to other schools. Federal law and the assurances signed by the school requires special attention be given to this property. Contact the CSP Federal Grant personnel at MDE for guidelines and assistance. ( <i>See Inventory and Liquidation of Assets below.</i> )		
Other:		
<b>Reserve Funds</b>		
Segregate by School Board resolution in a separate checking account \$45,000 in funds to be used for legal, accounting, and other expenses to execute this Closure Plan and to dissolve the School Corporation.		
Other:		
<b>Notification of Parents / Guardians</b>		
Within 10 business days after notice of final determination, notify parents / guardians and employees of school regarding the closure of the School, in accordance with MN §124E.10 Subd. 1(b)1, if such notification has not been made. Such notification shall include, but not be limited		

<p>to, the following:</p> <ul style="list-style-type: none"> <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>* information and offer of assistance to enable the student to re-enroll in another school, per MN §124E.10 Subd. 1(b)2</li> <li>* offer of copies of student records before the charter revocation (June 30).</li> </ul> <p>Provide Osprey Wilds with a copy of the notice when it is sent to families.</p>		
<p>Other:</p>		
<b>Final Report Cards and Student Records Notice</b>		
<p>Within 7 business days after charter revocation (June 30), provide parents / guardians with copies of final report cards and notice of where student records will be sent (the student’s district of residence) and specific contact information.</p> <ul style="list-style-type: none"> <li>* The notice must advise the parent/guardian to contact the school where the student intends to enroll and to have the student’s new school contact the student’s district of residence to have the student’s educational records transferred to the new school.</li> </ul> <p>Provide Osprey Wilds with a copy of the notice.</p>		
<p>Other:</p>		
<b>Transfer of Student Records and Testing Material</b>		
<p>No later than 10 business days after charter revocation (June 30) send student records to the student’s district of residence in accordance with MN §124E.10 Subd. 6(b), including:</p> <ul style="list-style-type: none"> <li>* Individualized Education Programs (IEPs) and all records regarding special education and supplemental services;</li> <li>* Student health / immunization records;</li> <li>* Attendance records; and</li> <li>* Disciplinary records, in accordance with MN §120A.22, Subd. 7(c). If transfer records include information about disciplinary actions, the school will provide notice to the student’s parent or guardian that formal disciplinary records will be transferred as a part of the student’s educational record, in accordance with data practices under chapter 13 of the Family Educational Rights and Privacy Act of 1974, United States Code, title 20, section 1232(g).</li> <li>* All other student records.</li> </ul> <p>All end of school year grades and evaluations must be completed and made part of the student records, including any IEP / Committee on Special Education meetings / progress reports. As noted above, parents / guardians should be offered copies of</p>		

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

<p>them regarding cessation of current school operations at charter revocation.</p> <ul style="list-style-type: none"> <li>* 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.</li> <li>* Retain records of past contracts with proof that they were fully paid (see Records Retention, below) to prevent spurious claims.</li> </ul> <p>Provide Osprey Wilds with a copy of such notice.</p> <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or closure of the School.</p> <ul style="list-style-type: none"> <li>* Telephone, gas, electric, water, insurance (premises and E&amp;O insurance, see below) should remain operative through the charter revocation and to the extent necessary.</li> </ul>		
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Other:		
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<b>Notification of Employees and Benefit Providers</b>		
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<p>After an employee termination date is established, but in no event later than June 1, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Further notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including:</p> <ul style="list-style-type: none"> <li>* health care / health insurance;</li> <li>* life insurance;</li> <li>* dental plans;</li> <li>* eyeglass plans;</li> <li>* cafeteria plans;</li> <li>* 401(k), retirement plans;</li> <li>* pension plans;</li> <li>* TRA; and</li> <li>* PERA</li> </ul> <p>Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted. Employees should be notified of eligibility for unemployment compensation. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after charter revocation (June 30), and reserve funds should be set aside for this purpose.) See School Wind-Up Plan and Action regarding payment of taxes, below.</p>		
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Other:		
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<b>Notification of Food and Transportation Services and Cancellation of Contracts</b>		
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<p>Within 20 business days after charter revocation (June 30), or earlier if required by the contractual notice requirements, cancel school district or private food and/or transportation services for summer school and next school year.</p>		
<p>Other:</p>		
<p><b>Notification of Osprey Wilds Regarding Lawsuits</b></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 Osprey Wilds and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep Osprey Wilds informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>		
<p>Other:</p>		
<p><b>List of Creditors and Debtors; UCC Search</b></p>		
<p>Within 20 business days after charter revocation (June 30), formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor.</p> <ul style="list-style-type: none"> <li>* This list is not the same as the contractor list, above, but may include contractors, which should be listed.</li> <li>* 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.</li> <li>* The UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached.</li> <li>* 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.</li> </ul> <p>Provide a copy of the list of creditors to Osprey Wilds with the amount owed to each creditor thereon and the amount owed by each debtor.</p>		
<p>Other:</p>		
<p><b>Notification to Creditors</b></p>		
<p>Within 30 business days after charter revocation (June 30), the School must notify all creditors of its closure. The School should solicit from each creditor a final accounting of the School's accrued and unpaid debt owed to such creditor. This figure should be compared to the School's calculation of the debt and be reconciled between the parties. To the extent possible, the School should also begin to negotiate a settlement of debts, which is</p>		

ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.		
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Other:		
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<b>Notification to Debtors</b>		
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Within 30 business days after charter revocation (June 30), the School must contact all debtors and demand payment. To the extent collection efforts are unsuccessful, the School may turn the debt over to commercial debt collection agencies. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.		
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Other:		
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<b>School Wind-Up Plan and Action</b>		
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<p>The School Corporation shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of directors. Priority should be given to continuing the School's educational program through the end of the school year and retaining funds to complete the wind-up process.</p> <p>The initial plan should be adopted within 20 business days of notice of final determination, and be updated at least bi-weekly with copies to Osprey Wilds. The plan should include, but not be limited to, the following.</p> <ul style="list-style-type: none"><li>* Termination of non-essential personnel and cancellation of non-essential services prior to charter revocation (June 30).</li><li>* 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).</li><li>* Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors in accordance with MN §15.054. (See Liquidation of Assets, below.)</li><li>* 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.</li><li>* Cancellation of corporate credit cards and lines of credit.</li><li>* Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the wind-up operations of the School Corporation, and</li></ul>		
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<p>employment, contract and School Board status of those authorized to sign for the School.</p> <p>Status reports on the implementation of the School Wind-Up Plan to be submitted to Osprey Wilds through Interim Statements and a Final Statement (below).</p>		
<p>Other:</p>		
<p><b>Protection of Assets; Insurance</b></p>		
<p>The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <ul style="list-style-type: none"> <li>* Existing insurance coverage should be maintained on the assets until the disposal of such assets in accordance with the Wind-Up Plan.</li> <li>* Continue existing insurance for School Facility, vehicles and other assets until <ul style="list-style-type: none"> <li>1) disposal or transfer of real estate or termination of lease, and</li> <li>2) disposal, transfer or sale of vehicles and other assets are sold, respectively.</li> </ul> </li> <li>* Negotiate School Facility insurance with entities that may take possession of School Facility – leaseholder, lenders, mortgagors, bond holders, etc., if possible.</li> <li>* Appropriate security services should be obtained or maintained.</li> <li>* Action may include moving assets to secure storage after closure or loss of the School Facility.</li> </ul>		
<p>Other:</p>		
<p><b>Inventory</b></p>		
<p>No later than 30 business days prior to charter revocation (June 30), all of the School's assets must be inventoried with item numbers and quantities and/or its inventory updated.</p> <ul style="list-style-type: none"> <li>* All assets of the School, not just ones over a certain dollar value, must be inventoried.</li> <li>* Identify assets purchased with Federal CSP Grant funds.</li> <li>* Identify assets belonging to other entities (school district, county, municipality, teachers, health department, foundations, vendors, PTA, etc.), including those borrowed or loaned.</li> <li>* Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest.</li> <li>* Return assets not belonging to School and document same.</li> </ul> <p>Provide Osprey Wilds with a copy of the inventory.</p>		
<p>Other:</p>		
<p><b>Liquidation of Assets</b></p>		
<p>Assets must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed</p>		

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

<p>At a date to be determined by Osprey Wilds, anticipated to be no later than 90 business days after charter revocation (June 30), no later than 10 business days prior to the filing of a dissolution proceeding the School shall prepare to the full satisfaction of Osprey Wilds a final statement of the status of all contracts and other obligations of the School Corporation, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <ul style="list-style-type: none"> <li>* 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</li> <li>* each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and</li> <li>* statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and</li> <li>* each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest.</li> </ul> <p>* This statement is submitted to Osprey Wilds in the form in which it will be sworn and submitted to the MN Attorney General and/or MN Secretary of State as part of any dissolution proceeding.</p> <p>* This statement is in addition to the final Financial Statement Audit.</p>		
Other:		
<b>Final Financial Statement Audit</b>		
The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1 of the calendar year in which the School ceases instruction.		
Other:		
<b>Closeout of State and Federal Grants</b>		
<p>State, federal and other grants must be closed out, (<i>See Contact MDE section above</i>) including:</p> <ul style="list-style-type: none"> <li>* notification to the grant entity of the School closure; and</li> <li>* filing of any required expenditure reports or receipts and any required program reports.</li> </ul> <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>		
Other:		
<b>IRS Status; Reports</b>		

<p>The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>* notification to IRS regarding any address change of the School Corporation;</li> <li>* filing of required tax returns or reports (e.g., IRS form 990 and Schedule A); and</li> <li>* notification to the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to Osprey Wilds.</li> </ul>		
<p>Other:</p>		
<b>Corporate Records</b>		
<p>In all cases, the School Board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> <li>* Loans, bonds, mortgages and other financing;</li> <li>* Contracts;</li> <li>* Leases;</li> <li>* Assets and asset sales;</li> <li>* Grants – records relating to federal grants must be kept in accordance with 34 CFR 8042.</li> <li>* Governance (Minutes, by-laws, policies);</li> <li>* Employees (background checks, personnel files);</li> <li>* Accounting/audit, taxes and tax status, etc.;</li> <li>* Personnel,</li> <li>* Employee benefit programs and benefits; and</li> <li>* Student summary test data files</li> <li>* Any items listed in this Closure Plan.</li> </ul> <p>When the School Corporation is dissolved, the members of the School Board or other custodian of the records of the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container.</p>		
<p>Other:</p>		
<b>Resolution of Dissolution</b>		
<p>The School Board must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.</p>		
<p>Other:</p>		
<b>Dissolution</b>		
<p>The Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:</p> <ul style="list-style-type: none"> <li>* a complete statement of all assets, their location and an estimate of their value; and</li> <li>* a statement of the ascertainable debts of the education corporation.</li> </ul> <p>Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of</p>		

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

## **Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures**

The Osprey Wilds Charter School Division (CSD) is comprised of professionals with charter school authorizing and evaluation expertise. This includes both employees of Osprey Wilds Environmental Learning Center and contracted service providers. The CSD is overseen and monitored by the Charter School Committee and the Osprey Wilds Board of Directors. Ultimately, the Osprey Wilds Board makes decisions regarding the ongoing authorization of any particular school.

### **Ongoing Evaluation Criteria**

Osprey Wilds evaluates schools in four primary areas:

1. Academic Performance
2. Environmental Education Performance
3. Financial Performance
4. Operations Performance

### **Academic Performance**

Osprey Wilds evaluates its authorized schools' academic performance on 11 primary indicators.

Following are the key questions each indicator addresses:

<b>Indicator 1:</b> Mission Related Outcomes	Are all students achieving significant academic and/or personal growth, knowledge and skill development, and accomplishments related to the school's mission?
<b>Indicator 2:</b> English Language Learners	Are EL students at the school achieving adequate progress towards English Language Proficiency?
<b>Indicator 3:</b> Reading Growth	Are all and subgroups of students meeting expected growth targets in reading?
<b>Indicator 4:</b> Math Growth	Are all and subgroups of students meeting expected growth targets in math?
<b>Indicator 5:</b> Reading Proficiency	Are all and subgroups of students achieving proficiency in reading?
<b>Indicator 6:</b> Math Proficiency	Are all and subgroups of students achieving proficiency in math?
<b>Indicator 7:</b> Science Proficiency (and Growth)	Are all and subgroups of students achieving proficiency in science? And, if applicable, are all and subgroups of students meeting expected growth targets in science?

<b>Indicator 8:</b> Proficiency or Growth in Other Curricular Areas or Educational Programs	Are all and subgroups of students achieving proficiency or meeting expected growth targets in other curricular areas or educational programs?
<b>Indicator 9:</b> Post Secondary Readiness	Are all and subgroups of high school students prepared for post secondary success?
<b>Indicator 10:</b> Attendance	Are students attending the school at high rates?
<b>Indicator A:</b> Federal and State Accountability	How is the school performing according to federal and state accountability measures?

Not all performance indicators are applicable to each school; for example, one indicator is only for high schools. A school will have a contractual goal in each applicable indicator area, and the school's performance on attaining these goals will be evaluated according to the measures defined in Exhibit G: Academic and Academic-Related Goals. Each measure is weighted to indicate its overall significance in fulfilling the primary purpose of charter schools as outlined in statute which is to improve all pupil learning and all student achievement. These weights are agreed upon by Osprey Wilds and the school and are included in Exhibit G. The school earns a rating on each measure based on the school's performance over the term of the contract. Each performance rating is assigned a point value according to the weight of the measure:

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

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

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

Improving all pupil learning and all student achievement is the most important factor Osprey Wilds will consider in determining contract renewal, which determination shall be based substantially on the school's attainment of its academic and academic-related goals identified in Exhibit G. See "Guidelines for Renewal Determination" below for more information.

Academic Performance Evaluations are completed annually and as often as deemed appropriate by Osprey Wilds.

## **Environmental Education Performance**

Osprey Wilds evaluates its authorized schools' Environmental Education (EE) performance on eight primary indicators.

<b>OUTCOMES</b>	<b>Indicator 1: Awareness</b>	Students demonstrate an awareness of the relationship between the environment and human life and the diversity of life that shares the earth with humans.
	<b>Indicator 2: Knowledge</b>	Students have knowledge of how natural systems function and how human systems interact with and depend on them.
	<b>Indicator 3: Attitudes</b>	Students demonstrate respect and concern for the earth's health and the motivation to participate in environmental stewardship.
	<b>Indicator 4: Skills</b>	Students possess the skills needed to identify and critically analyze environmental issues, and to contribute to resolving the root of environmental challenges.
	<b>Indicator 5: Action</b>	Students have the capacity, or are increasing their capacity, to perceive and interpret the health of environmental and social systems and take appropriate action to maintain, restore, or improve the health of those systems.
<b>INPUTS</b>	<b>Indicator 6: Environmental Education Program</b>	The school implements values and strategies that foster learning and create environmentally literate citizens who engage in creating healthy outcomes for individuals, communities, and the Earth.
	<b>Indicator 7: Governance</b>	The board of directors allocates the appropriate financial, human, and organizational resources to carry out environmental education and monitors the school's progress toward its goals.
	<b>Indicator 8: Operations</b>	Operational decision-making by school leadership, staff, and faculty reflects a commitment to environmental sustainability. The school has a waste reduction and recycling program in place.

EE Performance Evaluations may be completed annually or as often as deemed appropriate by Osprey Wilds, but at least in the school's renewal year.



## **Financial Performance**

Osprey Wilds evaluates its authorized schools' financial performance on three primary indicators.

### **1. Financial Management**

This portion of the evaluation focuses on the school's performance relative to required financial management. Quality management and oversight of financials is a critical indicator of financial health. Schools that fail to meet the standards are not implementing best practices or those required by law or the charter contract and may be at greater risk for financial challenges in the present or future. This indicator includes the following measures: **Budgeting, Financial Policies and Practices, Financial Reporting, and Financial Audit.**

### **2. Near-Term Financial Health**

This portion of the evaluation tests a school's near term financial health and is designed to depict the school's financial position and viability in the coming year. Schools that fail to meet the standards may currently be experiencing financial difficulties and/or have a higher likelihood for financial hardship. These schools may require additional review and/or corrective action by Osprey Wilds. This indicator includes the following measures: **Current Ratio, Days Cash on Hand, and Enrollment Variance.**

### **3. Financial Sustainability**

This portion of the evaluation includes longer-term financial sustainability measures and is designed to depict the school's financial position and viability over time. Schools that fail to meet the standards are more likely to face financial hardship in the future. This indicator includes the following measures: **Fund Balance Percentage, Total Margin and Aggregated Three-Year Total Margin, and Debt to Asset Ratio.**

Near-Term and Sustainability indicators are evaluated by Osprey Wilds annually. The Management indicator may be evaluated annually or as often as deemed appropriate by Osprey Wilds, but at least in the school's renewal year.

## **Operations Performance**

Osprey Wilds evaluates its authorized schools' operations performance on six primary indicators, or general categories.

### **1. Educational Program**

This portion of the evaluation focuses on how the school has implemented key components of the educational program. This indicator includes the following measures: **Mission & Vision, Instruction & Assessment, Educational Requirements, Special Education, English Learners, and Parent & Student Satisfaction.**

### **2. Governance**

This portion of the evaluation focuses on the board's governance, oversight, and evaluation. This indicator includes the following measures: **Board Composition & Capacity, Board Decision-Making & Oversight, and Management Accountability.**

### **3. School Environment**

This portion of the evaluation focuses on the environment that the school has created for students. This indicator includes the following measures: **Facilities & Transportation and Health & Safety.**

### **4. Student Rights**

This portion of the evaluation focuses on the practices and procedures of the school related to student enrollment and privacy rights. This indicator includes the following measures: **Admissions & Enrollment and Due Process & Privacy.**

### **5. Personnel Practices**

This portion of the evaluation focuses on the school's practices and successes related to staffing. This indicator includes the following measures: **Licensure, Staff Retention and Employment Practices.**

### **6. Compliance & Reporting**

This portion of the evaluation focuses on the school's ability to meet various authorizer and state compliance and reporting deadlines and activities. This indicator includes the following measures: **Charter School Annual Reports, Insurance and Authorizer & State Compliance.**

Operations Performance Evaluations may be completed annually or as often as deemed appropriate by Osprey Wilds, but at least in the school's renewal year.

## **Process and Procedures for Ongoing Evaluation**

The Osprey Wilds CSD uses the following process and procedures to conduct ongoing evaluation of its authorized schools:

Data Review and Analysis – Osprey Wilds regularly reviews data that is publicly available, supplied by the school, or provided by MDE. This includes a review of state academic data, annual reports, budgets, financial audits, other compliance documents, and any other relevant data available to Osprey Wilds. This also includes a periodic review of financial reports and board meeting materials and minutes. Osprey Wilds reserves the right to request data from the school consistent with data privacy practices.

Site Visits and Board Observations – Osprey Wilds regularly visits authorized schools to verify performance and compliance. Osprey Wilds, at its sole discretion, determines the frequency and scope of site visits. During site visits, Osprey Wilds staff or contracted evaluators observe classrooms, tour the facilities and interview key school stakeholders including board members, school leadership, teachers, staff, parents, and students. In a school's renewal year, Osprey Wilds will send a team of evaluators to conduct a renewal site visit in preparation for determining a renewal recommendation to the Charter School Committee and Board of Directors.

Osprey Wilds attends at least one board meeting per year for each of its authorized schools in order to observe the school's governance. Osprey Wilds, at its sole discretion, determines the frequency of attendance at board meetings. Osprey Wilds may also request time on a meeting agenda to present information to the school's board.

Feedback and Strategic Intervention – Osprey Wilds provides feedback to schools in its portfolio through performance evaluations, presentations at school board meetings, formal written communication to the school leadership and board, and informal verbal communication. Osprey Wilds also gives schools the opportunity to provide additional information on any relevant issues that warrant explanation or clarification.

Osprey Wilds may, at its discretion, implement a formal intervention or provide strategic support to schools that are not in compliance with or are not on track to meet statutory or contractual expectations.

Renewal Recommendations – During the final year of an authorized school's active contract, the school is required to submit an application for renewal that summarizes how it fulfilled the terms of its active contract, the strategic direction it plans for the years of a subsequent contract, and potential performance goals for a subsequent contract. Osprey Wilds CSD reviews that application, conducts a renewal site visit, completes a renewal evaluation report, and compiles a recommendation to the Osprey Wilds Board. Those recommendations are reviewed and accepted or amended by the Charter School Committee (CSC). The CSC's recommendations are then presented to the Osprey Wilds Board for adoption or amendment.

## **Guidelines for Renewal Determination\***

Charter renewal will be based primarily on a school's attainment of its academic and academic-related goals identified in Exhibit G, which is evaluated according to Osprey Wilds' Academic Performance Framework, and secondarily on other factors, including but not limited to Environmental Educational, Financial, and Operations performance, intervention status of the school, and designations assigned to the school by the Minnesota Department of Education.

### **Renewal Tracks**

In the final year of an authorized school's active contract, Osprey Wilds will determine the school's renewal track as outlined below:

#### **1. Eligible for Fast Track Renewal**

- Condensed renewal application and site visit, including collection of school's best practices for future dissemination by Osprey Wilds.
- Earlier board resolution by the Osprey Wilds Board of Directors.
- Five-year renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

#### **2. Eligible for Renewal**

- Standard renewal application and site visit.
- Five-year renewal or three-year probationary renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

#### **3. Candidate for Nonrenewal**

- Standard renewal application and site visit.
- Nonrenewal, one-year conditional renewal, or three-year probationary renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

### **Primary Factor**

Notwithstanding secondary factors, renewal tracks will be determined by Osprey Wilds based upon the school's fulfillment of the primary factor, which is the attainment of its academic and academic-related goals identified in Exhibit G:

- If a school attains all of its contractual outcomes in Exhibit G as determined by Osprey Wilds' Academic Performance Evaluation (i.e., 100% or more of possible points), the school will be considered eligible for fast track renewal.
- If a school attains at least half of its contractual outcomes in Exhibit G as determined by Osprey Wilds' Academic Performance Evaluation (i.e., 50% or more of possible points), the school will be considered eligible for renewal.
- If a school attains less than half of its contractual outcomes in Exhibit G as determined by Osprey Wilds' Academic Performance Evaluation (i.e., less than 50% of possible points), the school will be considered a candidate for nonrenewal.

### **Secondary Factors**

The following secondary factors, either alone or in combination with one or more factors, may alter a school's renewal track. Osprey Wilds will provide clear analysis of each secondary factor and the rationale for its impact on the school's renewal track determination in the renewal evaluation report.

#### **Secondary factors that may decrease a renewal track (e.g., from "eligible for renewal" to "candidate for nonrenewal"):**

- The school receives a rating of Does Not Meet Standard in any indicator area on the most recent Academic Performance Evaluation.
- The school receives a rating of Does Not Meet Standard, Minimally Developed, or Undeveloped in any indicator area or measure on the most recent Environmental Education Evaluation.
- The school receives a rating of Does Not Meet or Falls Far Below Standard in any measure on the most recent Financial Performance Evaluation.
- The school receives a rating of Does Not Meet Standard in any measure on the most recent Operations Performance Evaluation.
- The school (or a site at the school) is currently identified for targeted or comprehensive support under the North Star system for school and district accountability by the Minnesota Department of Education.
- The school was placed on intervention by Osprey Wilds at any time during the current contract term.
- The school's current contract is a probationary contract.

#### **Secondary factors that may increase a renewal track (e.g., from "candidate for nonrenewal" to "eligible for renewal" or "eligible for renewal" to "eligible for fast track renewal"):**

- The school (or a site at the school) was recognized for success by the Minnesota Department of Education at any time during the current contract term.
- The school was identified as a High-Quality Charter School (HQCS) by the Minnesota Department of Education at any time during the current contract term.
- The school was identified as a HQCS due to its academic performance by the Minnesota Department of Education at any time during the current contract term, but was ineligible to receive the designation due to financial and/or compliance check(s) in at least two years of the current contract term.
- Other external recognition from a reputable organization that demonstrates the school is successfully fulfilling the primary or additional purposes of Minnesota Statutes 124E.01.

*\*These guidelines do not obligate the Osprey Wilds Charter School Division, Charter School Committee, or Board of Directors to a particular renewal decision or length of contract and should not be construed as requirements or guarantees.*

# CHARTER SCHOOL CONTRACT

Between

Audubon Center of the North Woods

and

Three Rivers Montessori

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

WHEREAS, the additional purposes of the School's educational program are to:

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

WHEREAS, the parties are authorized under Minnesota law to contract for the operation and oversight of a charter school, pursuant to Department of Education approval of Audubon Center of the North Woods' affidavit of intent to charter the School, dated May 4, 2017, a copy of which is attached as Exhibit A.

NOW, THEREFORE, Audubon Center of the North Woods grants this Contract conferring certain rights, privileges, and obligations of a charter school and confirms the status of a charter school to the School. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions:

## ARTICLE I

### DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) "Applicable Law" means all state and federal law applicable to Minnesota charter schools and any regulations implemented pursuant thereto.
- (b) "Charter School Act" means the Minnesota Statutes Chapter 124E, as amended, and any rules adopted pursuant thereto.
- (c) "Commissioner" means the Commissioner of the Minnesota Department of Education.
- (d) "Contract" means this Charter School Contract between ACNW and the School.
- (e) "Department of Education" means the Minnesota Department of Education.
- (f) "ACNW" means Audubon Center of the North Woods.
- (g) "School" means Three Rivers Montessori located at a facility to be determined within the boundaries of Independent School District 728, which is established as a charter school under this Contract pursuant to the Charter School Act. The name and location of the School will not be changed without the prior written consent of ACNW.
- (h) "School Board" means the Board of Directors of the School.
- (i) "Student" and "Pupil" are used interchangeably, and each means the Students/Pupils at the school.

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Exhibits. All Exhibits to this Contract are incorporated into, and made part of, this Contract. This Contract has the following Exhibits:

- A. Minnesota Department of Education Approval
- B. Articles of Incorporation of the School
- C. Bylaws of the School
- D. Description of Educational Program
- E. Description of Additional Programs

- F. Implementation of Statutory Purposes
- G. Academic & Academic-Related Goals
- H. Environmental Education Goals
- I. Admissions Policies & Procedures
- J. Governance, Management, and Administration Plan
- K. Financial Management Plan
- L. Statement of Assurances Signed by All Board Members
- M. Charter School Closure Checklist & Plan
- N. Provisions for Service Provider
- P. On-Going Evaluation Criteria, Process, & Procedures
- Q. Range of Possible Interventions
- R. Financial Statement Template & Guide

## **ARTICLE II**

### **RELATIONSHIP BETWEEN THE SCHOOL AND ACNW**

Section 2.1. Voluntary Authorization. ACNW qualifies as an authorizer pursuant to Minnesota Statutes section 124E.05 Subd. 1. In granting this Contract, ACNW voluntarily exercises powers given to ACNW pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of ACNW's autonomy or powers.

Section 2.2. Independent Status of the School. The School is not and shall not be deemed to be a division or part of ACNW nor an agent of ACNW. The relationship between the School and ACNW 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 ACNW and the School. Except as otherwise provided in this Contract, ACNW shall have no authority or control over operational, administrative, or financial responsibility for the School.

Section 2.3. Financial Obligations Are Separate. Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in any way constitute an obligation, either general, special, or moral, of ACNW. The School will never pledge the full faith and credit of ACNW for the payment of any School contract, mortgage, loan or other instrument of indebtedness.

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

Section 2.4. No Authority To Obligate or Bind Other Party. The School has no authority whatsoever to enter into any contract or other agreement that would financially obligate ACNW, nor does the School have any authority whatsoever to make any representations to lenders or third parties, that ACNW in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the School.



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

Section 2.5. Limited Use of "ACNW" Name. The School may not use the name of ACNW or any assumed name, trademark, division or affiliation of ACNW in any of the School's promotional advertising, contracts, or other materials without ACNW prior written consent, except that the School may include the following statement in such materials, "Three Rivers Montessori is authorized by Audubon Center of the North Woods." Pursuant to Minnesota Statutes section 124E.07 Subd. 8(b) the School shall identify ACNW as its authorizer and provide contact information.

### **ARTICLE III**

#### **ROLE OF ACNW**

Section 3.1. Oversight Responsibilities of ACNW. ACNW has the responsibility to oversee the School's academic, financial, operational, environmental education and student performance, including the School's compliance with this Contract and Applicable Law. ACNW shall monitor and evaluate School performance using various criteria, processes, and procedures set forth in general in Article VI and Exhibit P.

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

### **ARTICLE IV**

#### **PERMITTED ACTIVITIES OF THE SCHOOL & ASSUMPTION OF LIABILITY**

Section 4.1. Limitation on Actions. The School shall act exclusively as a charter school and shall not undertake any action inconsistent with its status as a charter school authorized to receive state and federal school aid funds and shall not undertake any action to jeopardize its 501(c)(3) status including observation of applicable conflict of interest requirements.

Section 4.2. Other Permitted Activities. The School shall have all powers, duties and responsibilities provided by law to a charter school. The School shall not engage in any otherwise lawful activities that are in derogation of the School's status as a public charter school or that would jeopardize the eligibility of the School for state and federal school aid funds. The School may exercise its powers, enter into agreements with other public schools, governmental units, businesses, community and nonprofit organizations, reasonably necessary to accomplish its obligations as a charter school under this Contract so long as such agreements are in compliance with applicable law. If the School elects to contract with

a charter management organization or comprehensive education service provider, the contract shall comply with the provisions of Exhibit N.

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

## **ARTICLE V**

### **LEGAL STATUS OF THE SCHOOL**

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

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

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

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

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

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

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

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

Section 6.5. Programs Offered by School.

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

- Grades 1-8 with a maximum total enrollment of 220 students.

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

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

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

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

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

1. Regular Assessments. ACNW will monitor academic achievement by reviewing student performance data.
2. Government Required Assessments. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.
3. Nationally Normed Referenced Assessments & School-Level Assessments. School students may take a nationally normed referenced assessment on at least an annual basis. In addition, School students will also take assessments that are consistent with the education program articulated in Exhibit D, the statutory purposes articulated in Exhibit F and the school goals articulated in Exhibit G.

4. Assessment and Test Results. The School will provide ACNW results of government required assessments at such time as the School receives its preliminary assessment results and at such time as the School receives its final assessment results, and the School will provide ACNW the results of any other assessment data as requested by ACNW, but no more than quarterly. ACNW may compare the school's testing data to testing data of other comparable schools as determined by ACNW as one measure of performance. If the School wishes to change assessments that affect goals articulated in Exhibit G, those changes must be agreed upon by ACNW, and this Contract will be amended to reflect the change.
5. Audubon Center of the North Woods Annual Required Meetings. The School agrees to participate in ACNW Annual Required Meetings. ACNW will inform the School of the dates of such required meetings each year by no later than August 1. Costs to the School, if any, will be limited to transportation, meals and lodging. ACNW will monitor the School's participation in these required meetings.
6. Professional Development. The school will ensure that each teacher at the School has opportunities to engage in professional development activities that focus in part on developing quality assessments and measures of student outcomes. The School will advise ACNW of its professional development activities in its Annual Report.

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

(c) Remediation

- 1) School Initiated. If the School fails to make adequate progress towards achieving its academic or environmental education outcomes/goals, financial targets, or comply with Applicable Law or other requirements, the School may at any time prepare and implement an improvement plan to overcome such deficiencies. The School may at any time submit the plan to ACNW for review and comment prior to adoption and implementation.
- 2) ACNW Initiated. If ACNW has a concern about the School, or if the School fails to make adequate progress towards achieving its academic or environmental education goals or to meet financial requirements, or to comply with Applicable Law, or other requirements of this contract, ACNW shall determine the appropriate intervention. The intervention will be one of the following at the discretion of ACNW:

- (a) Notice to School Leader and/or Board Chair. ACNW may notify the school leader and/or board chair of area(s) of concern for correction. ACNW may specify a target date for correction.
- (b) Formal Notice to School Board. ACNW may formally notify the School Board of the area(s) of concern for correction and may ask the School Board to adopt a specific performance improvement plan. If ACNW requires the School to retain a third-party investigation, the School Board shall retain an investigator within ten (10) business days of such requirement; in addition, the third-party investigator must be acceptable to ACNW and the School Board shall authorize such investigator to provide status reports to and communicate with ACNW. ACNW shall specify a target date for correction which ACNW may, if circumstances warrant, amend.
- (c) Notice to School Board of Charter Revocation/Termination. ACNW may at its discretion initiate charter revocation and termination proceedings pursuant to Article X of this contract.

See Exhibit Q for “Range of Possible Interventions.”

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

Section 6.9. Finance, Reporting, and Compliance.

- (a) To ACNW. The school will furnish ACNW with monthly reports, through means determined by ACNW. The report must contain budgeted and actual revenue and expenses by year-to-date percentages, disbursements and deposits, and student enrollment report with enrollment expressed in terms of funding mechanisms (e.g. Pupil Units). At least quarterly (for quarters ending 9/30, 12/31, 3/31, and 6/30), through means determined by ACNW, the School will provide ACNW with a balance sheet, income statement that includes revenues and expenses by UFARS programs (see Exhibit R), up-to-date cash flow projections, and fiscal year-end fund balance projections. Should the School continually exceed its budgeted expenses with no corresponding increase in revenue, not report properly or timely to the Department of Education or ACNW, evidence any fiscal or legal non-compliance, the School will engage resources to resume budgeted performance and operate in compliance with all Applicable Law and generally accepted standards of fiscal management.

The School permits the School’s contracted financial auditor and accounting service provider (if any) to discuss any and all financial

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

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The School shall engage an annual external audit of all financial and accounting records. The audit will be prepared and reviewed by an independent certified public accountant. The School will submit the finalized annual financial statement audit and auditor's management letters, including any required supplemental information to ACNW no later than December 31 for the preceding fiscal year. The School will comply with the same financial audits, audit procedures, and audit requirements of school districts, including Minnesota Statutes sections 123B.75 to 123B.83, except to the extent deviations are necessary because of the program of the School. Financial, program, or compliance audits may be conducted by the Department of Education, or the State Auditor, and/or the Legislative Auditor.

Section 6.12. UFARS and MARSS. The School will utilize the UFARS financial accounting principles and methods. The school will comply with MARSS requirements with respect to student accounting.

Section 6.13. Contributions and Fund Raising. The School may solicit and receive contributions and donations as permitted by law. The school shall have an approved policy regarding the acceptance and administration of such gifts. No solicitation shall indicate that a contribution to the School is for the benefit of ACNW. ACNW may review the feasibility of any fundraising/non-government grants or gifts not already received or subject to written pledge in its budget for operating expenses.

Section 6.14. Annual Reports. The School will submit its state required annual report for the immediately preceding school year ending June 30 to ACNW, post the annual report on the school's official website, and distribute the annual report by publication, mail, or electronic means to school employees and parents and legal guardians of students enrolled in the School no later than the deadline determined by ACNW. ACNW will inform the School of the deadline of the annual report each year no later than August 1; this deadline will be no earlier than October 1. The annual report shall be approved by the School Board prior to the submission to ACNW and will include such information as ACNW may require, including at a minimum, information required by Applicable Law and a report on the School's performance as it relates directly to the goals articulated in this contract in Exhibit G and Exhibit H.

Section 6.15. Authorization of Employment. An employee hired by the School shall be an employee of the School for all purposes and not an employee of ACNW for any purpose. With respect to School employees, the School shall have the power and responsibility to: (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The School shall comply with Minnesota Statutes Chapter 179A as applicable. The School must employ or contract with teachers who hold valid licenses or any allowable waivers to perform the teaching service for which they are employed at the School.

The School Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The School shall employ and contract teachers who hold valid licenses or certifications, as required by Applicable Law. Teachers employed by the School shall be treated by the School as public school teachers for the purposes of Minnesota Statutes Chapters 354 and 354A.

Section 6.16. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the School shall be the responsibility of the School.

Section 6.17. Transportation. The School may provide transportation for students enrolled in the School and shall provide transportation for all students who are enrolled in the School and who reside in the district in which the School is located; otherwise, transportation will be provided by the district in which the School is located. In providing transportation either through the district or itself, the School shall do so in compliance with and provide any notices required by Applicable Law.

Section 6.18. Notification of Claim. The School agrees to provide notice to ACNW within five (5) business days of the School's receipt of any significant claim, including any allegation of illegality or impropriety by the School or its employees, and any adverse notice received from the Department of Education.

Section 6.19. Expenses. The School agrees to pay for all expenses related to its operation as a charter school, including expenses incurred for operational programs and all expenses related to the performance of its obligations under this Contract and Applicable Law.

Section 6.20. Board Data. The School agrees to notify ACNW, via an updated board roster, of any resignations or additions to its School Board within ten (10) business days of such change. All additions to the School Board will execute a statement of assurance, in the form of Exhibit L, within ten (10) business days of such addition, which shall be provided to ACNW within twenty (20) business days of such addition. The School agrees to obtain background checks, at the School's or the individual's expense, whichever is allowed by Applicable Law, on all potential board members before such members are added to the School Board; the School shall certify to ACNW within ten (10) business days of receipt of such background check that the background check has been completed and whether or not the background check contained adverse information. In addition, the School agrees to furnish ACNW with finalized minutes of the Board's meetings at such time as the minutes are approved by the School Board. The School further agrees to notify ACNW of the School Board regular meeting schedule when requested by ACNW. The School agrees to inform ACNW of any special and emergency meetings at the same time as notice is provided to board members and the public. The School further agrees to provide ACNW by October 1 of each year conflicts of interest statements for all board members and ex-officio board members in the form ACNW requires.

Section 6.21. Additional Reporting Obligations.

- a) Teacher Licensure. The School will advise ACNW, in its Annual Report and through submission of a STAR report if requested, each school year of the following for each teaching staff member: full name, Minnesota license number, grade taught, subject(s) taught.
- b) Other Reporting. The School will furnish other critical documents, data or information at ACNW's request. ACNW agrees that requests for other reporting will be reasonable and necessary.

Section 6.22. Cooperation and Third Parties. The School agrees to cooperate with and assist ACNW or its designee in providing the access, information, and data ACNW requires at ACNW's sole discretion in executing this Contract. The School understands and agrees that ACNW may contract with a third party to perform any of ACNW's oversight functions.

Section 6.23. Conflict of Interest and Assurances. The School agrees to comply with the provisions of Minnesota Statutes sections 124E.07 Subd. 3 and 124E.14 as well as the requirements of Exhibit L.



## ARTICLE VII

### GENERAL PROHIBITIONS

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

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

Section 7.3. Home School Support Prohibited. The School shall not be used as a method of educating or generating revenue for students who are being home schooled.

Section 7.4. Open Admissions. The School is a public school open to all Minnesota students, notwithstanding admission limitations allowed by Minnesota Statutes section 124E.11. The School shall not limit admissions to students on the basis of intellectual ability, measures of achievement or aptitude, athletic ability or any other criteria inconsistent with Applicable Law. A student shall be considered enrolled in the School until the student formally withdraws or is expelled. The School will comply with its admission policies as provided in Exhibit I, which shall be consistent with all applicable laws.

Section 7.5. Lottery Admissions. The School shall enroll an eligible student who submits a timely application, unless the number of applicants exceeds the capacity of the programs, class, grade level, or building. In such cases, selection shall be by lottery except that the School shall provide enrollment preference to siblings of the School's enrolled students and to foster children of any of the School's enrolled student's parents. The School may provide enrollment preference for the children of the School's staff and to children currently enrolled in the School's free preschool or prekindergarten program who are eligible to enroll in kindergarten in the next school year.

## ARTICLE VIII

### COMPLIANCE WITH STATE AND FEDERAL LAWS

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

(a) Students with Disabilities.

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

2. Special Education Director. The School shall employ or contract with a special education director who shall be responsible for program development, coordination and evaluation; planning for professional development and general programmatic and fiscal supervision and administration. The School permits the School's contracted special education director to discuss any and all matters related to special education at the School with ACNW or any representative of ACNW. ACNW will inform the School when it contacts the School's special education director. ACNW will initiate contact with the School's special education director only to fulfill its oversight responsibilities as determined by ACNW. ACNW will not discuss or attempt to discuss any data that is subject to the privacy and confidentiality provisions of federal and state statutes, rules and regulations, including, but not limited to FERPA and the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes sections 13.01 et seq.
3. Systems & Services. The School shall implement, at a minimum:
  - a. A child-find system to identify students with disabilities and students who are suspected of having disabilities; such system will include a procedure for receiving referrals from parents, teachers, outside agencies, and physicians.
  - b. A system for conducting comprehensive initial and reevaluations to determine eligibility for special education and related services.
4. Financial Parameters. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill certain excess special education costs not paid by state special education fund to the student's resident district. The combination of state special education funds and the ability to bill to the district certain excess special education costs enable the School to adequately provide special education services to such children. The School may also access federal special education funds.

At such time as the School has determined the number of its students who have disabilities as defined in Minnesota Statutes sections 125A.02, 125A.03 to 125A.24, and 125A.65, the School shall provide special education instruction and services to such children.

- (b) Health and Safety. The School shall meet the same federal, state, and local health and safety requirements applicable to a school district.

- (c) Immunization. The School shall comply with the Minnesota Statutes section 121A.15, requiring proof of student immunization, or exemption consistent with Applicable Law, against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and hemophilia influenza type B prior to enrollment.
- (d) Human Rights Act. The School shall comply with the Minnesota Human Rights Act, Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes section 121A.04, which governs provisions of equal opportunities for members of both sexes to participate in athletic programs.
- (e) Student Discipline and Dismissal. The School shall comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes sections 121A.40 to 121A.575. The school board shall provide to ACNW its approved discipline policy and procedure consistent with MPFDA within 120 days of the effective date of this Contract. The School shall comply with the continuing truant notifications under Minnesota Statute section 260A.03.
- (f) Fee Law. The School shall comply with the Minnesota Public Schools Fee Law, Minnesota Statutes sections 123B.34 to 123B.39, which governs authorized and prohibited student fees.

Section 8.2. Federal Laws. The School shall comply with applicable federal laws. Nothing in this Contract shall be deemed to apply any other federal law to the School.

Section 8.3. Intellectual Property. The School has ascertained that its name and logo do not violate or infringe upon the intellectual property rights of any third party and has taken appropriate measures to secure the intellectual property rights with respect to its name and logo. The School gives ACNW the authority to use the School's name and logo on the ACNW website, newsletters, or other materials including public reports solely for the purposes of identifying that the School is authorized by ACNW.

Section 8.4. Student Records. The School shall comply with Applicable Law regarding the management and transfer of student records consistent with Minnesota Statutes sections 120A.22 Subd. 7, 138.163, and 138.17.

## ARTICLE IX

### AMENDMENT

Section 9.1. Amendments. ACNW and the School acknowledge that the operation and administration of a charter school and the improvement of educational outcomes over time may require appropriate amendment of this Contract. In order to ensure a proper balance between the need for independent development of the School and the statutory

responsibilities of ACNW as an authorizing body, all amendments to this contract must be in writing, and signed by the parties.

Section 9.2. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities, obligations, rights, or remedies of either the School or ACNW, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities, obligations, rights, or remedies of the School and ACNW shall conform to and be carried out in accordance with the change in Applicable Law.

## ARTICLE X

### CONTRACT REVOCATION/TERMINATION AND NONRENEWAL

Section 10.1. Grounds for Revocation/Termination or Nonrenewal. This Contract may be revoked/terminated and need not be renewed by ACNW upon a determination by ACNW that one or more of the following has occurred:

- 1) Failure of the School to meet the requirements for student performance set forth in this Contract; or
- 2) Failure of the School to meet generally accepted standards of fiscal management; or
- 3) Failure of the School to comply with all Applicable Laws

Section 10.2. Other Grounds for Revocation/Termination or Nonrenewal. In addition to the grounds for revocation/termination and nonrenewal set forth in Section 10.1, ACNW may revoke/terminate or not renew this Contract, upon ACNW's determination that one or more of the following has occurred:

- a) Failure of the School to meet the requirements for environmental education performance set forth in this Contract;
- b) The School is unable to pay its bills as required by Minnesota Statutes section 471.425 Subd. 2, is insolvent, or is bankrupt;
- c) The School has insufficient enrollment or demonstrated financial resources to successfully operate a charter school, or the School has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- d) The School substantially defaults in the terms, conditions, promises, or representations contained in or incorporated into this Contract as determined by ACNW in its sole discretion;
- e) ACNW discovers negligent, fraudulent, or criminal conduct by any of the School's applicant(s), directors, officers, employees, or agents in relation to the school's performance under this Contract; or

- f) The School's applicant(s), directors, officers, or employees have provided false or misleading information or documentation to The Department of Education or ACNW in connection with ACNW's issuance of this Contract, or the School's reporting requirements under this Contract or Applicable Law; or programs outlined in any supplemental affidavit.
- g) Other good cause shown.

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

- a) Notice of Intent to Revoke/Terminate or Not Renew. ACNW, upon reasonable belief that grounds for revocation/termination or nonrenewal of the Contract exist, shall notify the School Board of such grounds by issuing the School Board a notice of intent to revoke/terminate or not renew. The notice of intent to revoke/terminate or not renew shall be in writing, shall set forth in reasonable detail the alleged grounds for revocation/termination or nonrenewal, and shall state that the School Board may request in writing an informal hearing before ACNW within fifteen (15) business days of receiving the notice.
- b) School Board's Response. Within fifteen (15) business days of receipt of the notice of intent to revoke/terminate or not renew, the School Board shall respond in writing to the alleged grounds for revocation/termination or nonrenewal. The School Board's response shall either admit or deny the allegations of non-compliance. If the School's response includes admissions of non-compliance with the Contract or Applicable Law, the School Board's response must also contain a description of the School Board's plan and timeline for correcting the non-compliance with the Contract or Applicable Law. If the School's response includes a denial of non-compliance with the Contract or Applicable Law, the School's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the School Board may request that an informal hearing be scheduled with ACNW. The School Board's failure to provide to ACNW a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to ACNW's proposed action.
- c) Informal Hearing. Upon receiving a timely written request for an informal hearing, ACNW shall give ten (10) business days notice to the School Board of the hearing date and time, and ACNW shall conduct such hearing.
- d) Plan of Correction. ACNW shall review the School Board's response and may, in its sole discretion, determine whether a reasonable plan for correcting the deficiencies may be formulated. If ACNW determines that a reasonable plan for correcting the deficiencies set forth in the notice of intent to revoke/terminate or not renew can be formulated, ACNW shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, ACNW is permitted to adopt, modify, or reject some or all of the School Board's response for correcting the

deficiencies outlined in the notice of intent to revoke/terminate or not renew. ACNW is not obligated to offer a Plan of Correction to the School.

- e) Withdrawal of Notice of Revocation/Termination or Nonrenewal. ACNW may withdraw its notice of intent to revoke/terminate or not renew if ACNW determines any of the following: (i) the School Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the notice of intent to revoke/terminate or not renew has been corrected by the School Board; or (iii) the School Board has successfully completed the Plan of Correction.
- f) Effective Date of Revocation/Termination or Nonrenewal. If ACNW decides to revoke/terminate or not renew the Contract, the revocation/termination or nonrenewal shall be effective on the date of ACNW's act of revocation/termination or nonrenewal, or at a later date as determined by ACNW, such date specified by ACNW in its determination of revocation/termination or nonrenewal. ACNW must take final action regarding revocation/termination or nonrenewal no later than twenty (20) business days: (i) before the specified date for revocation/termination or nonrenewal of the Contract, or (ii) the Contract's termination date.

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

Section 10.5. Distribution of Property Upon Termination of Contract. In the event of dissolution of the School, all property which it might lease, borrow or contract for use, shall be promptly returned to those organizations or individuals from which the School has leased or borrowed the materials.

Section 10.6. Property Owned by School. All property which has been purchased by the School will remain its own. In the event of subsequent dissolution of the School, such property as may be required or permitted by Applicable Law will first be donated to any other Minnesota Charter School. Any remaining property will then be sold or distributed in accordance with Applicable Law.

Section 10.7. Property Owned by School Employees. All property personally and/or individually owned by the trained and licensed teachers or staff employed by the School, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, personal mementos, and other materials or apparatuses which have been personally financed by teachers or staff. Such property does not include lesson plans and related materials developed and produced by School employees to implement the School's academic plan and curriculum; the School will ensure that its employment agreement with its employees document that such property is School property.

## ARTICLE XI

### ADDITIONAL PROVISIONS

#### Section 11.1. Contract Renewal or Transfer to Different Authorizer.

##### (a) Contract Renewal.

1. Considerations Determining Renewal. The School acknowledges that improving all pupil learning and all student achievement is the most important factor ACNW will consider in determining Contract renewal, which determination shall be based substantially on the School's attainment of its academic and academic-related goals identified in Exhibit G. ACNW will also consider the degree to which the School has improved all pupil learning and all student achievement other than the attainment of goals specified in Exhibit G.

ACNW will consider other factors in its renewal determination, which factors are considered secondary to improving pupil learning and student achievement. Specifically, ACNW will consider the School's environmental education performance specified in Exhibit H, achievement of any additional identified purposes specified in Exhibit F, and financial and operational performance obligations and compliance with Applicable Law as set forth in this Contract.

The School will be eligible for renewal only if the School has improved all pupil performance and all student achievement, and met environmental education performance expectations notwithstanding superior performance in financial, operations, governance, and legal compliance factors.

2. Considerations Warranting Nonrenewal. The School agrees that nonrenewal is warranted based on the existence of grounds identified in section 10.1 or 10.2 or Applicable Law, notwithstanding the existence of improved pupil learning and student achievement. For example, nonrenewal will result from the School's failure to improve pupil learning and student achievement (notwithstanding superior performance in financial, operations, governance, or legal compliance factors) and may result from the School's improvement of pupil learning and student achievement combined with a failure to achieve environmental education goals specified in Exhibit H or significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas.
3. Corrective Action Renewal. If the School has improved all pupil learning and all student achievement, but School performance also indicates the existence of a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial,

operational, governance, or legal compliance areas, or deficiencies in multiple areas, or failure to meet environmental educational goals specified in Exhibit H, ACNW may, but is not obligated to, renew this Contract. If ACNW renews the Contract in these circumstances, the renewal is for corrective action with a term not to exceed three years, and the School acknowledges and agrees that the School must continue to improve all pupil learning and all student achievement and must eliminate and resolve the deficiencies causing the Corrective Action Renewal and that no additional deficiencies are created or identified during that renewal term in order to be eligible for a subsequent renewal.

4. Application. By November 15 of the School Year in which this Contract terminates, the School will either inform ACNW that it no longer desires to be authorized by ACNW after the conclusion of the contract period, or submit an application to ACNW, in the manner ACNW requests, which shall generally contain three parts: (1) School Performance. An analysis and evaluation of the School's fulfillment of its mission, statutory purposes and performance under this Contract, which shall include a comprehensive evaluation of each academic and environmental education contract goal for each year of the contract, as well as an evaluation of financial performance and operations performance, including compliance with reporting obligations; (2) Strategic Direction. A description of the school's strategic direction including a proposal for goals for the following contract period; and (3) Other Information. Any other information the School desires ACNW to consider. The School agrees to provide ACNW documentation supporting the School's evaluation if requested by ACNW.

ACNW will notify the School at least sixty (60) business days prior to the termination of this Contract of its proposed renewal action. If ACNW offers a renewal contract, the terms of the Contract will be at the sole discretion of ACNW.

- (b) Transfer to a Different Authorizer. The School agrees to comply with Minnesota Statutes section 124E.10 Subd. 5. If ACNW consents to the School's request to transfer to a different authorizer, the School agrees to reimburse ACNW for any authorizer fees waived or not paid.

Section 11.2. Insurance. The School Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

- (a) workers' compensation insurance;
- (b) insurance covering all of the School's real and personal property, whether owned or leased;
- (c) insurance required by Minnesota Statutes section 466.04, including a minimum of commercial general liability insurance in comprehensive form, bodily injury



and property damage combined of one and a half million dollars (\$1,500,000) per occurrence and personal injury of one and a half million dollars (\$1,500,000) per occurrence, and three million dollars (\$3,000,000) per occurrence for the release or threatened release of a hazardous substance; and

- (d) if not included under its general liability coverage, additional coverages as follows: minimum automobile liability insurance coverage, bodily injury and property damage, of one million dollars (\$1,000,000) per occurrence if the School owns or operates motor vehicles; officer and employee errors and omissions/professional liability of one and a half million dollars (\$1,500,000) per occurrence; and employee dishonesty insurance of one hundred thousand dollars (\$100,000).

The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota. The School may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to ACNW, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide ACNW or its designee copies of all insurance policies required by this Contract, if requested by ACNW. ACNW may periodically review the types and amounts of insurance coverages that the School secures.

The above-stated coverage limits shall be issued and maintained as indemnity limits and shall not be reduced by any applicable insurer defense obligations. The Department of Education may suggest or Applicable Law may determine alternative amounts and terms of any deductible or insurance provisions, which shall supersede the foregoing requirements. The School shall provide the Department of Education with any insurance information, as requested.

The School may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for students while attending school or participating in a school program or activity.

Section 11.3. School Lease. The School shall provide to ACNW a copy of its lease, and any subsequent amendment(s), for the premises in which the School shall operate within fourteen (14) calendar days of execution. The school will provide to ACNW any notice of lease termination within five (5) calendar days of receipt. The School may lease space from any independent or special school board eligible to be a charter school authorizer, other public organization, private nonprofit institution organization or private property owner, as it deems necessary. The School may lease space from a sectarian organization as allowed by Applicable Law.

Section 11.4. Occupancy and Safety Certificates. The School Board shall: (i) ensure that the School's physical facilities comply with all fire, health, and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section. Copies of such certificates shall be provided to ACNW, if requested by ACNW.

Section 11.5. Legal Liabilities. ACNW does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the School. The School acknowledges and agrees it assumes full liability for its activities and that the Commissioner, ACNW, officers and members of the Board of ACNW, and employees of ACNW, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to Minnesota Statutes section 124E.09, and nothing in this Contract is intended to affect such immunity.

Section 11.6. Indemnification of ACNW & Commissioner. Notwithstanding Section 11.5, the School agrees to indemnify and hold harmless ACNW and its board members, employees, agents or representatives, and to indemnify and hold harmless the Commissioner and Department of Education officers, agents, and employees notwithstanding Minnesota Statutes section 3.736 from all suits, claims, demands, or liabilities, including attorney fees, and related expenses, which arise out of or are in any manner connected with the School's operations or which are incurred as a result of the reliance of ACNW upon information supplied by the School, or School Board and its agents or employees, which arise out of the failure of the School to perform its obligations under this Contract or which arise out of ACNW's exercise of its obligation under Applicable Law and this Contract. The School will also provide to ACNW a certificate from the insurance company naming ACNW as an "additional insured."

## ARTICLE XII

### GENERAL TERMS

Section 12.1. Term of Contract. This Contract shall be effective July 1, 2017, and shall remain in full force and effect for one (1) preoperational planning year and five (5) academic years through the end of the 2022-2023 school year, and shall terminate on June 30, 2023, unless sooner revoked/terminated according to the terms hereof.

Section 12.2. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram or electronic mail; or (iii) upon placing into United States mail if by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by written notice delivered pursuant hereto:

If to ACNW:

Audubon Center of the North Woods  
Attn: Executive Director  
54165 Audubon Drive, P.O. Box 530  
Sandstone, MN 55072

If to School:

Three Rivers Montessori  
Attn: Board Chair  
19680 Ironton Circle Northwest  
Elk River, MN 55330

Section 12.3. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. Subject to Section 9.2, if any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.4. Successors. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors.

Section 12.5. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between ACNW and the School with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.6. Assignment. This Contract is not assignable by either the School or ACNW.

Section 12.7. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.8. Governing Law. This Contract shall be governed and controlled by the laws of the State of Minnesota as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.9. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.10. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.11. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.12. No Third Party Rights. This Contract is made for the sole benefit of the School and ACNW. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.13. Non-agency. The School is not an agent of ACNW and ACNW is not an agent of the School.

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

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.1(a)3 Probationary Renewal, 11.2 Insurance, Section 11.5 Legal Liabilities, Section 11.6 Indemnification of ACNW, Section 12.8 Governing Law, Section 12.10 Construction, Section 12.13 Non-Agency, and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

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

DATE: July 1, 2017

AUDUBON CENTER OF THE NORTH WOODS

By:



David Greenberg

Its: Director of Charter School Authorizing

As the authorized representative of the School, I hereby certify that the School is able to comply with the Contract and all Applicable Law, and that the School, through its governing board, has approved and agreed to comply with and be bound by all of the terms and conditions of this Contract.

By:



Leah Studaker

Its: Board Chair

Minnesota Department of

Education

1500 Highway 36 West  
Roseville, MN 55113-4266

Exhibit A  
651-582-8200

May 4, 2017

David Greenberg  
Executive Director  
Audubon Center of the North Woods  
43 Main St. SE, Ste 507  
Minneapolis, MN 55414

Dear Mr. Greenberg:

Thank you for submitting a new charter school affidavit to the Minnesota Department of Education (MDE) for Three Rivers Montessori (TRM). Congratulations, the affidavit submitted on April 28, 2017, is approved. The rubric generated by MDE's review of your affidavit for TRM is enclosed with this letter.

This approval grants the Audubon Center of the North Woods (ACNW) the ability to charter TRM to serve students in grades 1-8 at one site in Elk River beginning in the 2018-2019 school year.

MDE approves this affidavit with the following expectations:

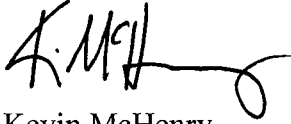
- ACNW incorporates the accountability goals described in the approved affidavit in its initial charter contract with TRM;
- ACNW carefully implements the oversight plans described in the affidavit; and
- ACNW carefully oversees the establishment and operations of the new charter school in alignment with the attached Authorizer Assurances *Relating to Leases with Sectarian Organizations and Other Matters Regarding the Accommodation of Religion in Public Schools*. **Please complete the enclosed Authorizer Assurances form and submit to MDE with ACNW's charter contract with TRM.**

ACNW has 45 business days from the date of this letter (May 4, 2017) to complete the contract with TRM. Additionally, ACNW shall submit to the commissioner a copy of the signed charter contract within ten business days of its execution.

Submit TRM's chartering documents exactly as instructed in the enclosed document, "Next Steps: New School Chartering Process." A charter number will be assigned to the new school once all necessary documents are received by MDE. Please contact Paula Higgins at paula.higgins@state.mn.us or 651-582-8315, with any questions regarding the chartering process.

Best wishes for the success of Three Rivers Montessori.

Sincerely,



Kevin McHenry  
Assistant Commissioner

c: Leah Studaker, Founding Board Chair, Three Rivers Montessori (email only)  
Jennifer R. Nelson, Director, MDE (email only)  
Philip Trobaugh, Charter Center Liaison, MDE (email only)  
Lisa Notermann, Charter Programs Coordinator, MDE (email only)  
Patrick Donnell, Federal Charter School Grant Manager, MDE (email only)

Encls. 17.05-04 ACNW -TRM New School Affidavit Rubric -FINAL  
17.03-29 FY17 Next Steps  
15.12-08 Authorizer Assurances

Exhibit B

**ARTICLES OF INCORPORATION OF  
THREE RIVERS MONTESSORI**

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

**ARTICLE I. - NAME**

The name of this corporation is Three Rivers Montessori.

**ARTICLE II. - REGISTERED OFFICE ADDRESS**

The place in Minnesota where the principal office of the corporation is located is: 19680 Ironton Circle Northwest, Elk River, Minnesota 55330.

The registered office of this corporation, at which the general business of this corporation shall be transacted and where the records of this corporation shall be kept, shall be at such place in the State of Minnesota as shall be fixed from time to time by duly adopted resolutions of the Board of Directors.

**ARTICLE III. - PURPOSE**

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

Without limiting the foregoing, the purpose of this corporation is to operate as a public charter school under the laws of the State of Minnesota.

**ARTICLE IV. - EXEMPTION REQUIREMENTS**

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

1. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.

2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

**ARTICLE V. - MEMBERSHIP/BOARD OF DIRECTORS**

This corporation shall not have members with voting rights.





Exhibit C

**BYLAWS  
OF  
THREE RIVERS MONTESSORI**

**ARTICLE I  
OFFICES**

The registered office of the corporation in the State of Minnesota is as stated in the Articles of Incorporation. The corporation may have such other offices within the State of Minnesota as the Board of Directors may determine or as the affairs of the corporation may require. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

**ARTICLE II  
PURPOSE**

Three Rivers Montessori, a Minnesota nonprofit corporation, (referred to herein as the “**School**” or the “**Corporation**”), has as its purpose education within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including but not limited to, the establishment of a charter school under the laws of the State of Minnesota.

**ARTICLE III  
BOARD OF DIRECTORS**

1. Interim Board of Directors. Beginning with the creation of the Corporation, the affairs of the Corporation shall be managed by an interim Board of Directors until Directors are elected pursuant to Section 6 below, which must occur prior to the end of the third full academic year of operation as a charter school. The interim Board of Directors shall be comprised of the founders and other individuals nominated by and approved by the founders to serve on the Board of Directors. Interim Directors, including founders, shall hold office until their successors are duly elected pursuant to Sections 2 and 6 below, or until their earlier death, resignation or removal from office. Founders shall either be elected as voting Directors or switch to non-voting *ex officio* status no later than the date upon which the last class of Interim Directors is replaced by election pursuant to Section 6, or such earlier time as determined by the Board.
2. Election of Ongoing Board of Directors. On or before the completion of the third year of operation, the Interim Board shall hold an election of the Membership of the Corporation for the purpose of electing the ongoing Board of Directors. Elections will be conducted in accordance with Section 7, below.
3. Number of Directors. The Board of Directors shall consist of not fewer than five (5) nor more than nine (9) unrelated Directors, excluding *ex officio* non-voting Directors, if any, as determined by the Board from time to time. The composition of the Board shall be in compliance with Minnesota Statutes Section 124E.07, Subd. 3, provided that in no circumstance will teachers comprise a majority of the Board of Directors.
4. Advisors to the Board of Directors. The following may, at their option, sit as non-voting advisors *ex officio* to the Board of Directors:
  - a. The Corporation’s Executive Director or chief administrator, and its Chief Financial Officer;

- b. A representative of the Corporation's sponsoring institution, if the sponsoring institution so desires;
  - c. A representative of the Corporation's Parent-Teacher Organization, if any.
5. Powers. The Board of Directors shall conduct or direct the affairs of the Corporation and exercise its powers, subject to the limitations of Minnesota Statutes Chapter 317A and Section 124E, the Articles of Incorporation, these Bylaws, and by any other controlling law. The Board of Directors may delegate the management of the activities of the Corporation to others. The Board may exercise all powers of the Corporation and perform all acts which are not prohibited by law, by the Articles or by these Bylaws, all as may be amended, including but not limited to the following specific powers:
- a. To select and remove officers, agents, and employees of the Corporation; to prescribe powers and duties for them; and to fix their compensation;
  - b. To manage, and oversee the affairs and activities of the Corporation, and to make rules and regulations;
  - c. To enter into contracts, leases, and other agreements which are, in the judgment of the Board of Directors, necessary or desirable in obtaining the purposes of promoting the interests of the Corporation;
  - d. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of such property;
  - e. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;
  - f. To indemnify and maintain insurance on behalf of any of its Directors, officers, employees, or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of Minnesota Statutes Chapter 317A and the limitations noted in these bylaws; and
  - g. To remove Directors.
6. Election of Board of Directors.
- a. *Staggered Terms.* The election of the Board of Directors shall be in compliance with Minnesota Statutes Section 124E.07. Except for *ex officio* non-voting Directors, the Board of Directors shall be divided into three (3) classes of Directors so that the terms of office of approximately one-third (1/3) of the Directors shall expire each year. The Board Secretary shall maintain a schedule of the classes and terms of office for all seats on the Board of Directors.
  - b. *Eligible Voters and Voting.* To the extent required by applicable law, staff members who are employed by the Corporation, including teachers, existing Directors of the

Corporation, and parents/legal guardians of students enrolled at the School, may participate in the election of Directors.

- c. *Nomination Process.* Ninety (90) days prior to the Corporation's annual meeting, the Governance Committee shall solicit applications for all of the Director positions to be filled at the next annual meeting. Interim Directors and Founders may be considered as potential nominees, subject to the same term of office requirements as other elected Directors. The Governance Committee shall compile a list of nominees with a brief statement of their qualifications, and provide the list to the Board of Directors and all eligible voters at least fifteen (15) days prior to the annual meeting.

7. Term of Office.

- a. Terms of office for Directors shall begin on July 1st in the year of election.
- b. All Directors shall hold office for three (3) years from the time of their election and thereafter until their respective successors are chosen and qualified or until their earlier death, resignation or removal from office, provided, however, that:
  - i. Interim Board Members shall serve until such time as their seats are up for election pursuant to Section 6 of this Article III.
  - ii. A parent/legal guardian may serve as a Director only so long as the parent/legal guardian has a child enrolled at the Corporation.
  - iii. A teacher employed by the Corporation may serve as a Director only so long as he/she is an employee of the Corporation. If an employee of the Corporation also has a child who is a student of the Corporation, such employee is eligible to hold a teacher Director position, but ineligible to hold a parent Director position.
  - iv. A Director appointed to fill a vacancy shall hold office until the expiration of the term of vacated office. A Director elected to fill a vacancy at the annual meeting shall hold office until the next election of members of the class of Directors which contains the vacancy.
- c. Directors may be reelected to successive terms and may serve simultaneously as officers. The Board of Directors may exercise all their powers notwithstanding any vacancy or vacancies in their number.

8. Resignation of a Director. Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or the Secretary of the Corporation. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9. Removal of Directors. A Director may be removed with or without cause as provided by Chapter 317A of the Minnesota Statutes by an affirmative vote of two-thirds (2/3) of the Directors then in office excluding the Director proposed for removal. The Board of Directors may remove any Director who:

- a. Has failed to attend two or more of the Board's regular meetings without good excuse in any fiscal year;
  - b. For such other good causes as the Board of Directors may determine.
10. Vacancies. A Board vacancy shall be deemed to exist if any Director dies, resigns, or is removed, or if the authorized number of Directors is increased. Unless otherwise provided by Minnesota Statutes Section 317A.227, any vacancy on the Board of Directors shall be filled by the appointment of a new Director by the affirmative vote of a majority of the Directors present at a duly noticed meeting, even if less than a quorum. The Governance Committee shall nominate candidates and make recommendations to the Board to fill vacancies on the Board; provided, however that the Board may also consider candidates other than those nominated and/or recommended by the Governance Committee to fill a vacancy. A Director filling a vacancy shall hold office as set forth in Section 7 of this Article III.
11. Compensation. Directors shall not receive compensation for their services, however, the Directors of the Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to the Corporation, as the Board of Directors from time to time determines such services to be directly in furtherance of the purposes and in the best interests of the Corporation. Notwithstanding the foregoing, Directors who are also employees of the Corporation shall be entitled to reasonable compensation for services rendered to the Corporation as employees; if permitted by applicable law provided that no part of the compensation of an employee of the Corporation shall be compensation for services as a Director.

#### **ARTICLE IV** **MEETINGS OF THE BOARD OF DIRECTORS**

1. Open Meetings. Meetings of the Board of Directors and all Standing and Ad Hoc Committees shall comply with the Minnesota Open Meeting Law, Minnesota Statutes Section 13D, as amended.
2. Place of Meetings. Board meetings may be held at the Corporation's principal office or at any other reasonably convenient place as the Board may designate.
3. Regular Meetings. Regular meetings shall be held each month at such times as are set on the school calendar adopted annually by the Board of Directors. The Board of Directors shall meet no less than ten (10) times per fiscal year.
4. Annual Meeting. An annual meeting shall be held in May for the purpose of electing Directors, officers and standing committee chairs for the upcoming year, making and receiving reports on corporate affairs, and transacting such other business as comes before the meeting.
5. Special Meetings. Special meetings of the Board of Directors may be called at any time for any purpose by the Board Chair. The Board Chair shall call a special meeting of the Board of Directors upon the written request of one-third (1/3) of the Directors.
6. Cancellation of Meetings. The Board Chair may cancel a meeting with reasonable cause.
7. Adjournment. A majority of the Directors present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an

adjourned meeting need not be given if the time and place be fixed at the meeting adjourned and recorded in the minutes of that meeting, except, if the meeting is adjourned for longer than 24 hours, notice of the adjournment shall be given as for special meetings.

8. Notices of Meetings. Notices of meetings of the Board meetings shall be given as follows:
  - a. *Regular Meetings.* A schedule and the location of regular meetings of the Board shall be provided to each Director and shall be kept on file at the Corporation's principal office. If the Board holds a regular meeting at a time or place different from the time or place stated in its schedule of regular meetings, the same notice shall be given as if the meeting were a special meeting pursuant to paragraph b below.
  - b. *Special Meetings.* Written notice of the date, time, place and purpose of a special meeting shall be delivered to each Director, posted on the principal bulletin board of the Corporation and mailed or otherwise delivered to each person who has filed a written request for notice of special meetings with the Secretary. This notice shall be posted and mailed or delivered at least three (3) business days before the day on which the meeting is to be held.
  - c. *Annual Meeting.* In addition to the schedule required by paragraph a above, written notice of the date, time, place and purpose of the annual meeting shall be delivered to each eligible voter, as defined in Article III, Section 6, and posted on the principal bulletin board and website of the Corporation at least fifteen (15) days in advance of the annual meeting. The Board shall determine the method of delivering such notice from time to time.
  - d. *Other Methods.* Notice to Directors shall be delivered personally, sent by facsimile communication, sent by electronic mail, posted on an electronic network together with a separate notice to the Director of the specific posting, mailed, first class, postage prepaid, or such other methods as are fair and reasonable as determined in the sole discretion of the Secretary of the Corporation. Whenever written notice to Directors provides less than five (5) days' prior written notice of the meeting, excluding the date of the meeting, reasonable effort shall be made to notify Directors by telephone of the meeting at the time of giving written notice, but the failure to contact any Director(s) by telephone shall not affect the validity of the meeting or any action taken at such meeting. The Corporation may provide such other notices of meetings to parents/legal guardians of students enrolled at the Corporation, employees of the Corporation, and other members of the public, as the Secretary or the Board may from time to time determine.
9. Actual Notice. If a person receives actual notice of a meeting of the Board at least twenty-four (24) hours before the meeting, all notice requirements of this Article are satisfied with respect to that person, regardless of the method of receipt of notice.
10. Waiver of Notice. Any Director may waive notice of any meeting of the Board of Directors in writing before, at or after a meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, unless he or she objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate in the meeting. The waiver shall be filed with the person who has been designated to act as secretary of the meeting, who shall enter the waiver upon the records of the meeting.

11. Agendas for Meetings. The Board Chair shall set the agendas for meetings of the Board of Directors. Any Director, parent/legal guardian of a student enrolled in the Corporation, employee of the Corporation, or student enrolled in the Corporation may request that an item be placed on the agenda of the next regular Board of Directors meeting by contacting the Board Chair or Chair-elect in writing, by phone, or via email with such request not less than five (5) days prior to the scheduled meeting.
12. Public Comment at Meetings. A reasonable time shall be reserved at each regular meeting for comments and requests for business to be brought before the Board by parents/legal guardians of students enrolled in the Corporation, employees of the Corporation, students enrolled in the Corporation, and interested community members. The Board Chair may reasonably limit individual speaking times.
13. Closed Meetings. The Board may close a meeting to evaluate the performance of an individual who is subject to its authority, including but not limited to employees of the Corporation, or as otherwise permitted by law or the attorney-client privilege. If a meeting is closed to evaluate the performance of an individual, prior to closing the meeting, the Chair shall identify the individual to be evaluated and at the next open meeting, the Chair shall summarize the Board's conclusions regarding the evaluation; provided, however, that the meeting must be open at the request of the individual who is the subject of the meeting. The Board shall close a meeting if expressly required by law or to discuss information that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults, active investigation data as defined in Minnesota Statutes Section 13.82, or educational data that is not public under Minnesota Statutes Section 13.32. The Board shall also close a meeting for preliminary consideration of allegations or charges against an individual subject to its authority; provided, however, that if the Board determines discipline may be warranted as a result of such allegations or charges, further meetings related to such allegations or charges shall be open, and all meetings related to such allegations or charges shall be open at the request of the person who is the subject of such allegations or charges. Before closing a meeting, the Board shall state on the record the specific grounds permitting the meeting to be closed and describe the subject to be discussed.
14. Minutes. The minutes of meetings of the Board shall record all votes taken at the meeting. The minutes shall record the vote of each Director on appropriations of money, except for payment of judgments and amounts fixed by statute. After the Minutes have been reviewed and approved by the Board, minutes of Board meetings shall be open to the public during all normal business hours where records of the Corporation are kept, and will be posted on the Corporation's web site.
15. Public Copies of Directors' Materials. Unless a meeting is closed pursuant to Section 13, at least one copy of any printed materials relating to the agenda items of the meeting prepared or distributed by or at the direction of the Board or its employees and distributed at, before or available during the meeting to all Directors shall be available in the meeting room for inspection by the public while the Board considers their subject matter. This section does not apply to materials classified by law as other than public, or to materials relating to the agenda items of a closed meeting.

**ARTICLE V**  
**ACTION BY THE BOARD OF DIRECTORS**

1. **Quorum.** A quorum consists of a majority of the Directors currently in office.
2. **Action by the Board.** The actions done and decisions made by a majority vote of the Directors present and entitled to vote at a meeting duly held at which a quorum is present are the actions and decisions of the Board of Directors unless a greater or lesser vote is required for the specific action as set forth in these Bylaws, the Articles of Incorporation, or by law. The Board of Directors may continue to transact business at a meeting at which a quorum was originally present, even though Directors withdraw, provided that any action taken is approved by at least a majority of the quorum required. Each Director shall have the power to exercise one (1) vote on all matters to be decided by resolution of the Board of Directors. Voting by proxy shall not be allowed.

**ARTICLE VI**  
**COMMITTEES AND PURPOSE**

1. **Standing Committees.** The Board of Directors may maintain committees, including, without limitation, the following committees:
  - a. *Governance Committee.* The Governance Committee shall perform the duties set forth elsewhere in these Bylaws in regard to the election of Directors, election of officers, and filling of vacancies, and such other duties as are deemed appropriate and necessary by the Board of Directors.
  - b. *Development Committee.* The Development Committee shall plan and supervise all fundraising activities of the Corporation. The Development Committee shall be chaired by a Director.
  - c. *Academic Excellence Committee.* The Academic Excellence Committee shall be responsible for ensuring that overall curricular policy remains faithful to the Corporation's mission, for reviewing specific curriculum choices on a regular basis and making recommendations to the Board of Directors on adoption of curriculum materials, and such other duties as are deemed appropriate and necessary by the Board of Directors.
  - d. *Budget and Finance Committee.* The Budget and Finance Committee shall be responsible for presenting an annual budget to the Board of Directors, making recommendations to the Board of Directors on long-range financial and facilities planning, monitoring contracts for bookkeeping services, ensuring compliance with state financial procedures, and such other duties as are deemed appropriate and necessary by the Board of Directors. The Budget and Finance Committee shall be chaired by the Treasurer.
  - e. *Accountability Committee.* The Accountability Committee shall be responsible for ensuring that the Corporation meets the terms of its contract with the Corporation's Authorizing institution, for setting annual academic and non-academic goals as required in the charter school accountability framework, charter school accountability reporting to



the Authorizing institution and the Minnesota Department of Education, and such other duties as are deemed appropriate and necessary by the Board of Directors.

- f. *School Operations Advisory Committee.* The School Operations Advisory Committee shall report at all regular meetings of the Board of Directors on all aspects of the operation of the Corporation that fall within the scope of responsibilities of the School Director.
  - g. *Facilities Committee.* The Facilities Committee shall investigate facilities options for the School, including, without limitation, management and operation of existing facilities as well as searching for new facilities if needed, and, on request by the Board, report to the Board with respect to its findings.
2. Election and Removal of Standing Committee Chairs. Except for those standing committee chairs designated in Section I above, standing committee chairs shall be elected and removed in the same manner as officers of the Corporation.
  3. Ad Hoc Committees. The Board of Directors may, at its discretion, create *Ad Hoc* Committees to address specific subjects of concern to the Board. The resolution creating a committee shall specify the purpose, duration, powers and responsibilities of the committee. The Board of Directors shall appoint a chair, who may, but need not be a Director. The Board of Directors may remove an Ad Hoc committee chair at its discretion.
  4. Advisory Committees. The Board of Directors may, at its discretion, create Advisory Committees to keep the Board informed and to make recommendations on an ongoing basis in any area of the operation and management of the Corporation that it deems desirable. The resolution creating the committee shall specify the purpose, duration, powers and responsibilities of the committee. The Board of Directors shall appoint a chair, who may, but need not be a Director. The Board of Directors may remove an Advisory committee chair at its discretion.
  5. Committee Membership. Except as otherwise specified in these Bylaws, the chair of any Standing, Ad Hoc, or Advisory Committee of the Board may determine the membership of such committee with the advice and consent of the Board of Directors. Each committee chair shall maintain a record of the voting members of the committee and shall submit such records to the Secretary of the Corporation.
  6. Action by Committees. Unless otherwise stated in the resolutions creating it, or in these Bylaws, committee actions shall be taken only upon the affirmative vote of a majority of the members of the committee. Failure of a committee to reach an agreement upon any issue before it shall require referral of such issue to the entire Board of Directors. Committee actions are recommendations until approved by the full Board of Directors.
  7. Committee Meetings. The activities of all committees of the Corporation shall be conducted in such manner as will advance the best interests of the Corporation. Except as specifically set forth herein, the provisions of these Bylaws shall apply to committees and members thereof to the same extent they apply to the Board of Directors and Directors. Article IV, Sections 1, 8, 13 and 15 (regarding open meetings and notice thereof) shall not apply to committee meetings except as the committee may from time to time determine. Each committee shall meet at such times and places as provided by its rules or by resolution of the Board of Directors. Notice of committee meetings

shall be given to each committee member at least three (3) days in advance of the meeting by such methods of delivery set forth in Article IV, Section 8(d), except that if the time, date and location of a committee meeting was announced at a previous committee meeting, no notice is required. The meetings of all committees shall be open to attendance and participation by all Directors, but only members of the committee may vote. Committee chairs shall submit minutes of all committee meetings to the Secretary of the Corporation, which minutes shall be open to inspection as set forth in Article IV, Section 14.

8. Quorum. A quorum for any committee meeting shall be a majority of the voting members of the committee of record.
9. Control by the Board of Directors. Each committee shall be under the direction and control of the Board of Directors and shall keep regular minutes of their proceedings, and all actions of each committee shall be reported to the Board of Directors and shall not be effective until approved by the Board, subject to revision and alteration by the Board of Directors.

## **ARTICLE VII PARLIAMENTARY AUTHORITY**

The Parliamentary Authority of the Board of Directors and its Committees shall be the most recent edition of Robert's Rules of Order Newly Revised.

## **ARTICLE VIII OFFICERS AND DUTIES**

1. Officers. The officers of the Corporation shall consist of a Chair, Chair-elect, Secretary and Treasurer.
  - a. *Chair*. The Chair shall:
    - i. Act as the chair of the Board of Directors and exercise the functions of the office of the President of the Corporation;
    - ii. Preside at all meetings of the Board of Directors or arrange for another officer to preside in the following order: Chair-elect, Secretary, Treasurer;
    - iii. Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation;
    - iv. Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts, or other instruments requiring an officer's signature, with the advice and consent of the Board of Directors;
    - v. Have the general powers and duties usually vested in the office of the president; and
    - vi. Have such other powers and perform such other duties as are prescribed by Minnesota Statutes, Section 317A.305, subd. 2, and as the Board of Directors may from time to time prescribe.

- b. *Secretary.* The Secretary shall maintain the office of the Corporation and shall:
  - i. Be responsible for keeping records of Board actions, including overseeing the taking of minutes at all Board meetings;
  - ii. Give, or cause to be given, notice of all meetings of the Board of Directors;
  - iii. Distribute copies of minutes and agendas to all Board members;
  - iv. Maintain the documents and records of the Corporation; and
  - v. Perform such other duties as may be prescribed by the Board or the Board Chair from time to time,
  
- c. *Treasurer.* The Treasurer shall:
  - i. Perform the duties of Chief Financial Officer of the Corporation;
  - ii. Make a report on the Corporation's finances and all transactions made as Chief Financial Officer at each regular Board meeting;
  - iii. Chair the Board's Budget and Finance Committee;
  - iv. Oversee accurate accounts of all monies of the Corporation received or disbursed;
  - v. Verify the deposit of all monies, drafts and checks in the name of, and to the credit of, the Corporation in such banks and depositories as the Board of Directors shall from time to time designate;
  - vi. Have the care and custody of the corporate funds and securities;
  - vii. Disburse the funds of the Corporation as ordered by the Board of Directors, making proper vouchers therefore; and
  - viii. Perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors or by the Board Chair.

2. Election, Eligibility and Term of Office.

- a. *Election.* The Board of Directors shall elect a Chair-Elect, a Secretary and a Treasurer annually at the annual meeting, a regular meeting designated for that purpose, or at a special meeting for that purpose, except that officers elected to fill vacancies shall be elected as vacancies occur. Unless the Board determines otherwise, the Chair-Elect shall automatically move to the office of Chair at the start of the next term of office.
  
- b. *Eligibility.* An officer shall be a Director unless this requirement is waived by a vote of a majority of Directors then in office.

- c. *Term of Office.* Terms of office shall be for one (1) year beginning July 1st in the year elected. Any officer may serve consecutive terms as determined by the Board of Directors.
3. Removal and Resignation. The Board of Directors may remove an officer, either with or without cause, at any time, by an affirmative vote of two-thirds (2/3) of the Directors currently in office. An officer may resign at any time by giving written notice to the Board of Directors, the resignation taking effect on receipt of notice or at a later date as specified in the notice.

## **ARTICLE IX**

### **RESPONSIBILITIES OF DIRECTORS**

1. Duty of Care.
  - a. *Performance of Duties.* Each Director shall perform all duties of a Director, including duties on any Board Committee, in good faith, in accordance with the mission of the Corporation, in a manner the Director believes to be in the Corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.
  - b. *Reliance on Others.* In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, presented or prepared by:
    - i. One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;
    - ii. Legal counsel, independent accountants, or other persons as to matters that the Director believes are within the person's professional or expert competence; and
    - iii. A Board Committee on which the Director does not serve, as to matters within its designated authority, provided the Director believes the Committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without the knowledge that would cause such reliance to be unwarranted.
  - c. *Investments.* In investing and dealing with all assets held by the Corporation for investment, the Board of Directors shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of funds, considering the probable income, as well as the probable safety of the Corporation's capital. The Board of Directors may delegate its investment powers to others, provided that those powers are exercised with the ultimate direction of the Board of Directors. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.
  - d. *Rights of Inspection.* Every Director has the right to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to

maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state, or local law.

- e. *Participation in Voting.* Every Director has the right to participate in the discussion and vote on all issues before the Board of Directors, except as provided in a Conflicts of Interest Policy adopted by the Board of Directors.
- f. *Responsibilities of a Board Member.*
  - i. Uphold the mission of the Corporation;
  - ii. Come to meetings well-prepared and informed;
  - iii. Support the Corporation by attending Corporation events and participating in Corporation activities;
  - iv. Respect confidentiality;
  - v. Understand long-range effects of decisions;
  - vi. Maintain up-to-date knowledge of activities;
  - vii. Visit the school to see its impact first-hand;
  - viii. Act in the best interests of the Corporation as a whole; and
  - ix. Promote the Corporation within the community.

#### **ARTICLE X** **NON-LIABILITY OF DIRECTORS**

The Directors shall not be personally liable for the Corporation's debts, liabilities, or other obligations. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against, the Corporation, may look only to the funds and property of the Corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment, or decree, or of any money that may otherwise become due to them from the Corporation.

#### **ARTICLE XI** **INDEMNIFICATION OF CORPORATE AGENTS**

Each director, officer and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation as a director, officer, partner, Director, employee, representative, or agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation in accordance with, and to the fullest extent permitted by, Minnesota Statutes Section 317A.521. The Corporation shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors. The Corporation shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law. This section is and shall be for the sole and exclusive benefit of the individuals

designated in this Article and no individual, firm, or entity shall have any rights under this Article by way of assignment, subrogation, or otherwise, whether voluntarily, involuntarily, or by operation of law.

## **ARTICLE XII** **INSURANCE**

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

## **ARTICLE XIII** **SELF-DEALING TRANSACTIONS AND CONFLICTS OF INTEREST**

The Board of Directors shall adopt Conflicts of Interest Policy applicable to all Directors and Officers consistent with Minnesota Statutes Section 124E.07, Subd. 3(b) and Section 124E.14. Each Director and Officer shall promptly complete and forward to the Board such annual or more frequent written disclosures as may be required from time to time by board resolution and/or policy.

## **ARTICLE XIV** **FINANCIAL MATTERS**

1. Fiscal Year. The fiscal year of the Corporation begins on July 1 of each year and ends on June 30 of the following year.
2. Execution of Instruments. Except as otherwise provided in these Bylaws, the Board of Directors may adopt a resolution authorizing any officer or agent of the Corporation to enter into any contract, or execute and deliver any instrument in the name of, or on behalf of, the Corporation. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power to bind the Corporation by any contract or engagement, to pledge the Corporation's credit, or to render it liable monetarily for any purposes or any amount.
3. Checks and Notes. Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders of the payment of money, and other evidence of indebtedness of the Corporation may be signed by the Chair, the Chair-elect, the Treasurer, the Secretary, or the Corporation's School Director.
4. Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may designate and shall be disbursed under such general rules and regulations as the Board of Directors may from time to time determine.
5. Corporate Seal. The Corporation shall not have a corporate seal.
6. Documents Kept at Registered Office. The Board of Directors shall cause to be kept at the registered office of the Corporation originals or copies of:
  - a. Records of all proceedings of the Board of Directors and all Board committees;

- b. Records of all votes and actions of the Directors;
- c. All financial statements of the Corporation; and
- d. Articles of Incorporation and Bylaws of the Corporation and all amendments and restatements thereof.

**ARTICLE XV**  
**ADOPTION AND AMENDMENT OF BYLAWS**

- 1. The Corporation's governance model as set forth in these bylaws and/or otherwise required by law may be changed only by a majority vote of the Board of Directors and otherwise in accordance with applicable law.
- 2. Any change in board governance shall conform to the board structure set forth in Minnesota Statutes Section 124E.07, as amended.

**ARTICLE XVI**  
**MISCELLANEOUS PROVISIONS**

- 1. Construction and Definitions. These Bylaws shall be construed to conform to the laws of the State of Minnesota.
- 2. Interpretation. Any provision of these Bylaws which turns out to be prohibited or unenforceable under Minnesota law shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other provision of the Bylaws. These Bylaws shall also be construed in a manner which renders their provisions valid and enforceable to the maximum extent (not exceeding their express terms), under applicable law.

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

**School Name:** Three Rivers Montessori

**Mission:**

*Three Rivers Montessori empowers each student to reach their full potential as engaged citizens within their communities through caring for our planet and each other, bringing forth their gifts to meet the world's great need.*

**Vision:**

*Through the Montessori method of education and rich outdoor experiential education, Three Rivers Montessori school educates students to be curious and reflective, skilled and creative, empathic and compassionate.*

**Program Description:**

Three Rivers Montessori will offer an authentic Montessori education to families living in Elk River, surrounding communities, and those living within School District 728. Montessori Philosophy and environmentalism go hand-in-hand; therefore the school will align its objectives with those of Elk River as a GreenStep City since 2010, and with Audubon Center of the North Woods, to instill a connection and commitment to the environment through experiential learning.

Montessori's concept of cosmic education, which extends through elementary and adolescent education, identifies that humanity has a gift to give to the larger community of life and anchors humanity within that context. This theme permeates the history, geography, and biology curriculum at elementary and secondary levels. It begins with five central lessons, called the Great Lessons which are told and retold. Often as the children age they become the story agents for younger children and dramatize the stories themselves. In history study and research, these science-based evolutionary lessons progress every year as follows:

- Story of the Universe (story of Big Bang to formation of earth)
- Story of Coming of Life to Earth (formation of earth and the evolution of single-celled life to Cenozoic period)
- Story of the Evolution of Humans (from australopithecines to modern humans)
- Story of Writing (cultural evolution of language to written language)
- Story of Numbers (history of counting through advanced mathematics)

Guided by a teacher, follow-up research by students on areas of interest ensues after each telling. In the geography curriculum, impressionistic charts and stories, as well as beginning scientific experiments are facilitated for student acquisition of earth systems literacy. These instructional approaches are used to understand the underlying structures of our planet's systems including the rock cycle and the water cycle, and outline the basic chemistry and thermodynamics of earth processes. The goal of geography curriculum is to satisfy the basic question that feeds the curiosity of the elementary and secondary student: they want to know why and how things work.

Dr. Montessori often spoke of "spontaneous activity in learning." Major subject areas of reading, math, science, and social studies are all approached in the same way; concrete manipulative didactic materials are presented to students in the form of lessons and stories, with students enticed to work with these materials and/or to pursue research topics related to presentations to meet learning objectives.



Montessori supports a mastery learning model which affords students the opportunity to have actual experiences, and work with materials at a pace that matches their learning. Students often work together in small groups, and receive many of their lessons in that way. An uninterrupted work cycle of at least three hours occurs each morning, scheduling special classes for art, music, world languages and physical education outside that sacred work period. At this level of development, the students have a burning desire to be social and are driven to be together. Dr. Montessori used this characteristic as an opportunity to present learning in collaboration and cooperation. A large part of the teacher's work is student observation and documentation in order to tailor challenge and guidance to the individual students.

Since students are moving at their own pace, those qualifying for Special Education are most often accommodated in their classrooms. Other areas of the school may be used for any student needing a quieter space, deeper access to research tools, or the need to exert physical energy to optimize learning.

Lunch is a time to share a healthy meal while socializing with friends within the student's own classrooms. The students rinse their dishes and cooperate together as they clean their classroom to prepare for some outdoor time and the next work cycle.

Time to indulge in reading occurs daily by the students and to the students. Students develop a lust for reading by having a significant uninterrupted time to overcome any obstacles, be drawn into a story, and achieve mastery. Students typically read with just an adult listening until they feel ready to read aloud.

Dr. Montessori stated, "There must, be provision for the child to have contact with nature; to understand and appreciate the order, the harmony and the beauty in nature... in order to master the natural laws which are the basis of all sciences and arts." The school will accomplish this by making regular hikes and nature outings part of the monthly calendar and by initiating school and classroom gardens and design projects. The school's goal is to make the school yard the most biodiverse in the area; understanding the natural ecology of the region and its march toward succession, carrying the idea forward that the cosmic task of human beings lies within their capacity to design and plan to optimize natural environments for the health of the biosphere. Students will be taught how to manifest this principle first in their own immediate environment—the schoolyard. They will be taught how to design a landscape for increased carbon capture, improved soil fertility, and increased biotic activity among other regenerative solutions.

The school will design systems and school-wide practices for recycling and recyclables, organics, and initiatives to reduce the amount of waste, especially paper. Three Rivers Montessori will implement Zero Waste Ambassadors (students) as a role in the system of classroom jobs. In the role of Waste Ambassador, students will design posters and projects to educate other students, teachers, parents and visitors about their zero waste efforts.

Maria Montessori's dream was to achieve world peace through the education of children. Students with many different needs, abilities, strengths, and challenges all come together here to live in an environment of respect, mutual admiration, acceptance, patience, and understanding. When students develop this confidence in themselves and a strong sense of well-being, they are able to make great strides in their academic achievement. Students will leave Three Rivers Montessori prepared to be leaders in our world, and more importantly, advocates for all of humanity.

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

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

**School Name:** Three Rivers Montessori

### **Program Description:**

Upon registration for the 2018-2019 school year, Three Rivers Montessori will also be registering students for our before and after school program, in addition to running a summer program each year. We plan to have a thriving before and after care school program in the first five years. Our program will allow students to attend TRM who come from full time working families, single parent, or absent parent families. TRM plans to implement a program with the integrity of the Montessori Philosophy, and will utilize staff members who also work in the school in order to provide the utmost consistency.

We will provide appropriate teaching staff (at least two at all times) in accordance with student-teacher ratio guidelines and in order to maintain safety and security for all of our students and school staff. This would allow the participants more freedom and time to relax, get help with homework/studies, and/or play outdoors. In addition to an equipped indoor environment that is Montessori inspired, we will offer art, outside activities, gardening, and special projects that the typical school day can't always make time for. Our before and after school program will be offered during the school year and on non-school, teacher workshop days. A parent survey will determine if there is a need to provide the program over the winter and spring break weeks. It is our hope that this safe, comfortable, and focused setting will allow children a place and time to explore experiences that will cultivate awe and wonder.

Our before and after school program, along with the summer camp program, would be part of the Fund 4 Community Service education program. The funds to operate the programs will be fee-based. These funds will pay for the staff, supplies, and activities for the programs, including nutritious breakfasts and/or snacks. The fees will be in line with that of other local fee-based school care programs. We hope to supply scholarships to families where the need arises for assistance in order for their children to attend. Those funds will be raised through grant applications and donations for this sole purpose.

TRM plans to offer a weekly, camp style, themed summer program. Students can attend for just one week or all of the weeks offered. It is our objective to hire educated, experienced individuals with a strong environmentalism background. This will help launch and cement the best program possible. We will support, educate, and continue developing our students' relationship with nature. Curriculum will be included that helps develop the child's sense of responsibility and respect for our planet. Our school will consistently bring the outside environment in and bring the classroom and learning philosophy out.

We are fortunate that our school will be ideally located in a rich farming community. This allows for the opportunity to reach out to local experts and integrate current study topics. Our students will be exposed to our local beekeepers, maple syrup, and apple farmers. Additionally, we will take field trips to the Oliver Kelley Farm to get a glimpse of the past while having hands-on farming

experiences. TRM plans to develop a community volunteer program, including parents of students, to come in and be special guest presenters. All volunteers will undergo training and background checks prior to participation. We want to be sure to tap all of our talented, creative, community resources!

We aspire to run both an educationally rich and entertaining summer “camp style” program. Some examples of our weekly themes are:

- Discovering Reptiles
- Insects You WANT in Your Garden
- Wide World of Sports
- Wacky Science Experiments
- Machine Mechanics
- A Week in the Life of a Farmer
- Canning with Apples and Berries

Field trips will be incorporated to support our themes whenever possible in addition to visiting local farms, nature centers, park reserves, and gardens. Our students will participate in various activities outdoors so they are able to forge that emotional bond with nature that is so critical to our goals.

As Maria Montessori stated, “There must, be provision for the child to have contact with nature; to understand and appreciate the order, the harmony and the beauty in nature... in order to master the natural laws which are the basis of all sciences and arts.”

## **Exhibit F: Statutory Purposes**

The primary purpose of Three Rivers Montessori is to improve all pupil learning and all student achievement. Three Rivers Montessori will report its implementation of the primary purpose in its annual report.

Montessori philosophy of education is scientifically designed to meet the needs of all students and attracts families of unique cultural backgrounds, diverse socio economic brackets, differently abled students, all genders and races. Its foundation is based on peace, respect, admiration, patience, and understanding. Students are naturally drawn to the opportunities for self expression, and the ability to be accepted as an individual. Students become empowered in their own education, make responsible decisions, are self-motivated, confident, critical thinkers and are joyful in life. Possessing a strong sense of well being, students can make great strides in their academic development.

Montessori supports a mastery learning model which affords students the opportunity to have actual experiences, and work with materials at a pace that matches their learning. Students work together in small groups, and receive many of their lessons in that way. At this level of development, the students have a burning desire to be social and are driven to be together. Dr. Montessori used this strength as an opportunity to present learning in collaboration and cooperation. Under their watchful eye, the specially trained teachers present fascinating lessons when each student demonstrates their ability to move on. A large part of the teacher's work is student observation and documentation in order to tailor challenge and guidance to the individual students.

Montessori, more than 100 years old, is a scientifically designed and tested educational approach that capitalizes on the individual's human drive to learn and the curiosity alive in each person. It recognizes and works with the fundamental human needs for autonomy and connection, offering specific types of freedom within a prepared educational environment, each consisting of three-year age spans.

The additional purposes of Three Rivers Montessori are to:

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

Three Rivers Montessori will report its implementation of these additional purposes in its annual report.

### **Improve learning opportunities for all pupils.**

The Montessori Method is focused on education for the whole being. We organize our work through building educational experiences for the head, heart, and hands. This means that at every level we are cultivating curiosity and offering high quality academics (head), fostering healthy social/emotional interactions (heart), and providing work that is experiential and hands-on (hands).

Essential Montessori principles call for education that brings peace to the child's inner world, peace in their community, and an education for peace (heart) to affect the larger world. The practice of

anchoring academics in meaningful work integrates concept understanding and skill-building with whole body activity (head and hand components).

To enhance the richness of the fully-embodied Montessori curriculum, we are excited about the educational possibilities at our doorstep. Students will have access to city services such as the historical Grain Elevator and Oliver Kelley Farm, along with the city's trend towards a sustainability focus and implementation of environmental technologies. The students at TRM will have many opportunities to serve their community, through volunteerism at CAER, Habitat for Humanity, at the local nursing homes and assisted living community of Guardian Angels, as well as participating in neighborhood beautification efforts. A curriculum and school culture rooted deeply in sustainability, nonviolence, acceptance and respect will help children develop the skills necessary for living a peaceful life of passionate advocacy in the 21st century.

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

The Montessori Method utilizes scientifically designed, concrete apparatus for ages three to fourteen. The materials attract the student with their beauty and give an opportunity to experience very large concepts in a concrete way, at an early age. Through the manipulation of materials and a special lesson from the teacher, students can learn multiplication into the millions or division by decimals, or can research and explore the fundamental needs of humans on an amazing timeline of life. "Great Lessons" are used to tell stories that inspire the students to think beyond what is concrete. The young elementary student is ready to delve into the imagination. Repetition of literally hundreds of fun activities leads to mastery of core skills. More importantly, students make the passage of learning concretely to applying the knowledge learned abstractly. The Montessori materials are designed at the elementary level to be used independently, or with a few friends. This helps the students support one another on their quest for the answer, or the information they are searching for. Montessori is collaborative in the purest way. Everyone is searching and researching, no one knows all the answers, and everyone loves to hear about discoveries along the way. It is a way of life that encourages students to ask for help, and provides a safe feeling for doing so. A Montessori community cultivates a feeling of trust, and students know that the teachers and staff are fully in their court.

## **Three Rivers Montessori**

### **Exhibit G: Proposed Academic and Academic-Related Goals**

### **Contract Period July 1, 2017 through June 30, 2023**

As articulated in MN Stat. 124E.10, Subd. 1(c), "A charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school students," which means striving for the world's best workforce (WBWF) as outlined in MN Stat. 120B.11. As an authorizer, ACNW must evaluate the school's performance on meeting outcomes adopted by the commissioner (i.e., WBWF). Therefore, these contractual goals and measures have been aligned to WBWF goal areas. Measures are assigned to WBWF goal area(s) as appropriate and as outlined below:

- **Ready for Kindergarten [R4K]**  
All students are ready for kindergarten.
- **Reading Well by 3<sup>rd</sup> Grade [RG3]**  
All students in third grade achieve grade-level literacy.
- **Achievement Gap Closure [AGC]**  
All racial and economic achievement gaps between students are closed.
- **Career and College Readiness [CCR]**  
All students are career- and college-ready before graduating from high school.
- **Graduate from High School [GRAD]**  
All students graduate from high school.

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

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

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

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

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

### Summary of Indicator Points

Indicator	Points
<b>1: Mission Related Outcomes</b>	<b>8</b>
<b>2: English Language Learners</b>	<b>N/A</b>
<b>3: Reading Growth</b>	<b>21</b>
<b>4: Math Growth</b>	<b>21</b>
<b>5: Reading Proficiency</b>	<b>18</b>
<b>6: Math Proficiency</b>	<b>18</b>
<b>7: Science Proficiency (and Growth)</b>	<b>10</b>
<b>8: Other Proficiency or Growth</b>	<b>N/A</b>
<b>9: Post Secondary Readiness</b>	<b>N/A</b>
<b>10: Attendance</b>	<b>4</b>
<b>Overall</b>	<b>100</b>

#### Indicator 1: Mission Related Outcomes

**8 Points**

<b>School Goal:</b> <i>Over the period of the contract, students at Three Rivers Montessori (TRM) will develop their executive function skills and behaviors.</i>		
<b>Performance Ratings</b>	<b>Measure 1.1 – 8 Points:</b> In FY19, TRM will assess students according to the Minnesota Executive Function Scale. Baseline data will be gathered at FY19 year-end and performance targets agreed upon by TRM and ACNW for the remainder of the contract term.*	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	To be determined.	
<b>Meets Target (x1.0)</b>	To be determined.	
<b>Approaches Target (x0.5)</b>	To be determined.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	

\* ACNW and TRM will update Exhibit G in Summer 2019 to incorporate performance targets based on FY19 baseline data.

## **Indicator 2: English Language Learners**

*The school does not have a contractual goal in this indicator area as it does not serve a significant population of English Learners.*

## **Indicator 3: Reading Growth**

**21 Points**

<b>School Goal:</b> <i>Over the period of the contract, students at TRM will demonstrate growth in reading as measured by state accountability tests and nationally normed assessments.</i>		
<b>Performance Ratings</b>	<b>Measure 3.1 [CCR] – 2.5 Points:</b> From FY19 to FY22, the average growth z-score for all students on state accountability tests will be equal to or greater than 0.00.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The average growth z-score is equal to or greater than 0.50	
<b>Meets Target (x1.0)</b>	The average growth z-score is equal to or greater than 0.00.	
<b>Approaches Target (x0.5)</b>	The average growth z-score is greater than -0.50.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	
<b>Performance Ratings</b>	<b>Measure 3.2 [CCR] – 2.5 Points:</b> From FY19 to FY22, the aggregate percentage of students who achieve a positive z-score on state accountability tests will be greater than 50.0%.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The aggregate percentage is at least 60.0%.	
<b>Meets Target (x1.0)</b>	The aggregate percentage is greater than 50.0%.	
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40.0%.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	
<b>Performance Ratings</b>	<b>Measure 3.3 [CCR] – 16 Points:</b> From FY19 to FY23, the aggregate percentage of students in grades 1-8 who meet their fall to spring (except in FY23, fall to winter) NWEA RIT expected growth target will be at least 55%.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The aggregate percentage is at least 65%.	
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 55%.	
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 45%.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	



### Indicator 4: Math Growth

**21 Points**

<b>School Goal:</b> <i>Over the period of the contract, students at TRM will demonstrate growth in math as measured by state accountability tests and nationally normed assessments.</i>		
<b>Performance Ratings</b>	<b>Measure 4.1 [CCR] – 2.5 Points:</b> From FY19 to FY22, the average growth z-score for all students on state accountability tests will be equal to or greater than 0.00.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The average growth z-score is equal to or greater than 0.50	
<b>Meets Target (x1.0)</b>	The average growth z-score is equal to or greater than 0.00.	
<b>Approaches Target (x0.5)</b>	The average growth z-score is greater than -0.50.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	
<b>Performance Ratings</b>	<b>Measure 4.2 [CCR] – 2.5 Points:</b> From FY19 to FY22, the aggregate percentage of students who achieve a positive z-score on state accountability tests will be greater than 50.0%.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The aggregate percentage is at least 60.0%.	
<b>Meets Target (x1.0)</b>	The aggregate percentage is greater than 50.0%.	
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 40.0%.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	
<b>Performance Ratings</b>	<b>Measure 4.3 [CCR] – 16 Points:</b> From FY19 to FY23, the aggregate percentage of students in grades 1-8 who meet their fall to spring (except in FY23, fall to winter) NWEA RIT expected growth target will be at least 55%.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The aggregate percentage is at least 65%.	
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 55%.	
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 45%.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	

## Indicator 5: Reading Proficiency

**18 Points**

<b>School Goal:</b> <i>Over the period of the contract, students at TRM will demonstrate proficiency in reading as measured by state accountability tests.</i>		
<b>Performance Ratings</b>	<b>Measure 5.1 [RG3] – 1 Point:</b> From FY19 to FY22, the school’s aggregate proficiency index score for students in grade 3 will be greater than that of the state for the same grade.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.	
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.	
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	
<b>Performance Ratings</b>	<b>Measure 5.2 [RG3] – 1 Point:</b> From FY19 to FY22, the school’s aggregate proficiency index score for students in grade 3 will be greater than that of the resident district (ISD 728 – Elk River) for the same grade.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.	
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.	
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	
<b>Performance Ratings</b>	<b>Measure 5.3 [CCR] – 5 Points:</b> From FY19 to FY22, the school’s aggregate proficiency index score for all students (except grade 3) will be greater than that of the state for the same grades.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.	
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.	
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	
<b>Performance Ratings</b>	<b>Measure 5.4 [CCR] – 5 Points:</b> From FY19 to FY22, the school’s aggregate proficiency index score for all students (except grade 3) will be greater than that of the resident district (ISD 728 – Elk River) for the same grades.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.	
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.	
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	

<b>Performance Ratings</b>	<b>Measure 5.5 [AGC] – 2 Points:</b> From FY19 to FY22, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the state for the same subgroup and the same grades.	<b>Result:</b>	
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.6 [AGC] – 2 Points:</b> From FY19 to FY22, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the resident district (ISD 728 – Elk River) for the same subgroup and the same grades.	<b>Result:</b>	
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.7 [AGC] – 1 Point:</b> From FY19 to FY22, the school’s aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the state for the same subgroup and the same grades.	<b>Result:</b>	
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 5.8 [AGC] – 1 Point:</b> From FY19 to FY22, the school’s aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the resident district (ISD 728 – Elk River) for the same subgroup and the same grades.	<b>Result:</b>	
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		

## Indicator 6: Math Proficiency

**18 Points**

<b>School Goal:</b> <i>Over the period of the contract, students at TRM will demonstrate proficiency in math as measured by state accountability tests.</i>		
<b>Performance Ratings</b>	<b>Measure 6.1 [CCR] – 6 Points:</b> From FY19 to FY22, the school’s aggregate proficiency index score will be greater than that of the state for the same grades.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.	
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.	
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	
<b>Performance Ratings</b>	<b>Measure 6.2 [CCR] – 6 Points:</b> From FY19 to FY22, the school’s aggregate proficiency index score will be greater than that of the resident district (ISD 728 – Elk River) for the same grades.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.	
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.	
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	
<b>Performance Ratings</b>	<b>Measure 6.3 [AGC] – 2 Points:</b> From FY19 to FY22, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the state for the same subgroup and the same grades.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.	
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.	
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	
<b>Performance Ratings</b>	<b>Measure 6.4 [AGC] – 2 Points:</b> From FY19 to FY22, the school’s aggregate proficiency index score for students in the Free/Reduced Priced Lunch subgroup will be greater than that of the resident district (ISD 728 – Elk River) for the same subgroup and the same grades.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.	
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.	
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	

<b>Performance Ratings</b>	<b>Measure 6.5 [AGC] – 1 Point:</b> From FY19 to FY22, the school’s aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the state for the same subgroup and the same grades.	<b>Result:</b>	
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		
<b>Performance Ratings</b>	<b>Measure 6.6 [AGC] – 1 Point:</b> From FY19 to FY22, the school’s aggregate proficiency index score for students in the Special Education subgroup will be greater than that of the resident district (ISD 728 – Elk River) for the same subgroup and the same grades.	<b>Result:</b>	
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.		
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.		
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.		
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.		

## Indicator 7: Science Proficiency (and Growth)

**10 Points**

<b>School Goal:</b> <i>Over the period of the contract, students at TRM will demonstrate proficiency in science as measured by state accountability tests and growth in science as measured by nationally normed assessments.</i>		
<b>Performance Ratings</b>	<b>Measure 7.1 [CCR] – 2 Points:</b> From FY19 to FY22, the school’s aggregate proficiency index score will be greater than that of the state for the same grades.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the state’s score.	
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the state’s score.	
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the state’s score.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	
<b>Performance Ratings</b>	<b>Measure 7.2 [CCR] – 2 Points:</b> From FY19 to FY22, the school’s aggregate proficiency index score will be greater than that of the resident district (ISD 728 – Elk River) for the same grades.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The school’s aggregate proficiency index score is at least 10.0 points above the district’s score.	
<b>Meets Target (x1.0)</b>	The school’s aggregate proficiency index score is greater than the district’s score.	
<b>Approaches Target (x0.5)</b>	The school’s aggregate proficiency index score is within 10.0 points of the district’s score.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	
<b>Performance Ratings</b>	<b>Measure 7.3 [CCR] – 6 Points:</b> From FY19 to FY23, the aggregate percentage of students in grades 3-8 who meet their fall to spring (except in FY23, fall to winter) NWEA RIT expected growth target will be at least 55%.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The aggregate percentage is at least 65%.	
<b>Meets Target (x1.0)</b>	The aggregate percentage is at least 55%.	
<b>Approaches Target (x0.5)</b>	The aggregate percentage is at least 45%.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	

**Indicator 8: Proficiency or Growth in Other Curricular Areas or Educational Programs**

*The school does not have a contractual goal in this optional indicator area.*

**Indicator 9: Post Secondary Readiness**

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

**Indicator 10: Attendance**

**4 Points**

<b>School Goal:</b> <i>Over the period of the contract, students at TRM will attend the school at high rates.</i>		
<b>Performance Ratings</b>	<b>Measure 10.1 – 4 Points:</b> From FY19 to FY22, the average of the school’s annual attendance rates will be at least 92.0%.	<b>Result:</b>
<b>Exceeds Target (x1.5)</b>	The average of the school’s annual attendance rates is at least 96.0%.	
<b>Meets Target (x1.0)</b>	The average of the school’s annual attendance rates is at least 92.0%.	
<b>Approaches Target (x0.5)</b>	The average of the school’s annual attendance rates is at least 88.0%.	
<b>Does Not Meet Target (x0.0)</b>	The school did not meet the criteria for any of the ratings above.	

## Exhibit H: Three Rivers Montessori Environmental Education Goals

### **EE Performance Indicator 1: Awareness**

1. Students and staff at Three Rivers Montessori have the awareness, or are increasing their awareness, of the relationship between the environment and human life.

### **EE Performance Indicator 2: Knowledge**

2. Students and staff at Three Rivers Montessori have the knowledge, or are increasing their knowledge, of human and natural systems and processes.

### **EE Performance Indicator 3: Attitudes**

3. Students and faculty at Three Rivers Montessori have an attitude, or are increasing their attitude of, appreciation and concern for the environment.

### **EE Performance Indicator 4: Skills**

4. Students and faculty at Three Rivers Montessori have or are increasing their problem solving and critical thinking skills as it relates to the environment and human life.

### **EE Performance Indicator 5: Action**

5. Students and staff at Three Rivers Montessori demonstrate the capacity, or are increasing their capacity, to work individually and collectively toward sustaining a healthy natural environment.

The school will develop and update annually an Environmental Literacy Plan (ELP) that will address how the school will implement its environmental education (EE) program and measure progress toward its contractual goals. The ELP will be submitted to ACNW annually no later than September 1 for the current school year and is subject to approval by ACNW. If the ELP does not satisfactorily meet ACNW's expectations for environmental education as determined by ACNW, the ELP will need to be revised until such expectations are met.

The above Indicator Areas focus on student learning as it relates to environmental literacy. Refer to *Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures* for additional information about Indicator Areas 6-8, which are input-based.



Exhibit I

## Three Rivers Montessori Charter School

*Adopted: July 12, 2017*

### Application and Enrollment Procedures Policy

#### GENERAL STATEMENT OF POLICY

Three Rivers Montessori Charter School Board of Directors acknowledges that the application and enrollment process for charter schools is unique in comparison to traditional public school systems. Therefore, the purpose of this policy is to disseminate TRM application and enrollment procedures per MN state statute which reads as follows:

#### MINNESOTA STATUTE 124E.11: ADMISSION REQUIREMENTS AND ENROLLMENT

- (a) A charter 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 under section 124D.68; 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.
  
- (b) 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.
  
- (c) 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.
  
- (d) A person shall not be admitted to a charter school ... (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 paragraphs (b) and (c).
  
- (e) Except as permitted in paragraph d), a charter 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 section.
  
- (f) 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.
  
- (g) Once a student is enrolled in the school, the student is considered enrolled in the school until the student formally withdraws or is expelled under the Pupil Fair Dismissal Act 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.

(h) A charter school with at least 90 percent of enrolled students who are eligible for special education services and have a primary disability of deaf or hard-of-hearing may enroll prekindergarten pupils with a disability under section 126C.05, subdivision 1, paragraph (a), and must comply with the federal Individuals with Disabilities Education Act under Code of Federal Regulations, title 34, section 300.324, subsection (2), clause (iv).

## TRM APPLICATION AND ENROLLMENT PROCEDURES WITH GENERALIZED TIMELINES

### 1. Annually in Fall

a. All enrollment information and applications are posted on the school's website <https://www.threeriversmontessori.org> and will be available in the main office.

b. TRM will hold informational meetings and will strongly encourage observations once open, to educate the community about the Charter School option and the Montessori Philosophy.

2. Annually in January/February a. "Intention to Return" form is distributed to all charter school families. Families are asked to indicate their intentions of returning to TRM the next school year.

c. Administration chooses a Month window (typically in January or February) to accept application for enrollment from new families. New families interested in enrolling for the next school year must complete an application and submit it during this designated window to the school via: i. Mail:

Three Rivers Montessori Charter School, Elk River MN 55362

ii. FAX: 763-\_\_\_\_\_

iii. Email: [lstudaker.trmontessori@gmail.com](mailto:lstudaker.trmontessori@gmail.com)

d. TRM does not accept enrollment applications before the designated application submission window.

e. Any applications received *after* the designated window closes but *before* the lottery is held, will be placed at the end of the waiting list created as part of the lottery process in the order they are received.

f. Any applications received *after* the window closes and *after* the lottery is held, will be placed at the end of the waiting list by grade in the order they are received.

g. Any child eligible to receive sibling preference or preference based on the current employment of a staff member must also submit an application for enrollment. Preference placements may only be made if the application is submitted within the designated window, (unless the placement of a child is required to obtain an appropriately qualified teacher for the next school year.)

### 3. Annually in February

a. Once the application window closes, school administration will count the number of applications.

- i. If there are fewer applicants than enrollment slots available, all applicants will be accepted for enrollment. A letter is sent to each applicant confirming enrollment within 10 business days of the closing of the application submission window.
- ii. If there are more applicants than enrollment slots available, TRM shall hold a lottery open to the public at TRM at a time specified by school administration. Please see next section for lottery procedures.

#### 4. Lottery Procedures

- a. If it is determined that a lottery is necessary, the Operations Manager will populate a spreadsheet with the names, addresses, siblings (if applicable), and grade level of all applicants.
- b. The Operations Manager will mail merge the data with the Lottery Letter and assign a random number to each enrollment applicant. The letters will be mailed within 10 business days of the closing of the application submission window. This letter will include the specific date, time and location of the lottery as well as confirm the lottery is open to the public.
- c. The lottery will be held on the date and at the time and location as specified in the Lottery Letter.
- d. School administration will post the results of the lottery, using numbers only, on the school's website at [www.threerivermontessori.org](http://www.threerivermontessori.org) and on the school's doors by 4:00 p.m. on the day of the lottery.
- e. School administration will send a letter of acceptance to all families who received spots in the lottery within 10 business days. Parents must return their acceptance of the space to TRM within 10 business days.

#### 5. Sibling Preference

- a. Per Minnesota Statutes, section 124E.11 (c), "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." Three River Montessori Charter School does give sibling preference as well as preference to child(ren) of the school's staff.
  - i. Per Minnesota Statutes, no other enrollment preference may be given.

#### 6. Waiting List(s)

- a. Once all enrollment slots are filled via the lottery, all remaining lottery numbers will be drawn to create waiting lists by grade. All waiting lists will be posted on the TRM website at [www.threeriversmontessori.org](http://www.threeriversmontessori.org) and on the school's doors by 4:00 p.m. on the day of the lottery.
- b. If an enrollment slot becomes available prior to or during the school year, school administration will call the first applicant on the waiting list and will continue down that list until the slot is filled.
- c. The TRM Board of Directors recognizes that a student entering a Montessori classroom after the "normalization" of that class occurs requires additional consideration. Therefore, openings that occur after mid-year may or may not be filled based on the following timelines:
  - i. No E-2 (4th-6th grade) openings will be filled after March 1st.
  - ii. No E-1 (1st-3rd grade) openings will be filled after April 1st.
  - iii. No openings in any grade level will be filled after May 1st.

d. Any applications received after the designated submission window closes and after the lottery is concluded will be placed at the end of the waiting list for the particular grade level in the order they are received.

## **EXHIBIT J – GOVERNANCE, MANAGEMENT, AND ADMINISTRATION PLAN**

The School shall have all powers, duties and responsibilities provided by law to a charter school.

The School shall abide by all applicable federal laws, statutes and regulations.

The School shall be exempt from all Minnesota statutes and rules applicable to a School, a School board or a School district, except as provided by Minnesota Statutes Chapter 124E unless a statute or rule is made specifically applicable to a charter school or as otherwise specified in this Contract.

The School shall be governed by a Board of Directors elected in accordance with policies and procedures in the School's Bylaws and consistent with statutory requirements.

The School Board of Directors shall decide matters related to operation of the School, including, but not limited to, budgeting, curriculum, and operating procedures.

Meetings of the School Board of Directors shall comply with the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.

The School Board of Directors delegates the day-to-day management of the School to the administrator(s) who is/are hired and supervised by the School Board of Directors. The School Board of Directors may choose to contract with a third-party provider (CMO/EMO) for comprehensive education design and operation services or comprehensive management services.

The School Board of Directors shall employ and contract with necessary teachers, as defined by Minnesota Statutes section 122A.15, Subd. 1 who hold valid licenses to perform the particular service for which they are employed at the School.

Teachers employed by the School shall be treated by the School as public school teachers for the purposes of Minnesota Statutes Chapters 354 and 354A.

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

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

The School shall employ or contract with a Minnesota licensed director of special education to be responsible for program development, coordination, evaluation, in-service training, general special education supervision, and administration for the School's total special education system (TSES). This administrator shall also be responsible for overseeing that the School has a written Child Find Policy, and shall oversee the implementation of this policy, as well as the School's continued compliance with this policy and special education services to students.

The School shall pursue all financial resources available to Schools to provide special education services.

The School Board of Directors shall demonstrate governance practices of a viable organization as measured by indicators including but not limited to: ongoing training for the Board of Directors, proper oversight by the Board of Directors, active participation by members of the Board of Directors, adopting of required policies, self evaluation, evaluation of the school administrator(s) and other indicators identified in ACNW performance evaluations.

The School shall demonstrate operational practices of a viable organization as measured by indicators including but not limited to: evaluation of staff, gathering of appropriate student achievement and other data, timely and accurate submission of reports, employing appropriate and qualified staff, implementing effective and efficient transportation and food programs, having appropriate insurances in place, maintaining a safe and healthy School environment, and other indicators identified in ACNW performance evaluations.

## **Exhibit K – Financial Management Plan**

The School Board of Directors is trained in financial oversight.

The School Board of Directors establishes, monitors and amends the School's fiscal year budget.

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

The School will utilize the Uniform Financial Accounting and Reporting Standards (UFARS). Student accounting will comply with the Minnesota Accounting and Reporting Student System (MARSS).

The Board of Directors retains an external auditor on an annual basis to review the School's internal controls and processes. The Board initiates and monitors corrective action to ensure that noted deficiencies, if any, are addressed and will not result in repeat findings in subsequent audits.

The School shall be a financially viable and sustainable organization as measured by indicators including but not limited to: fund balance, audit findings, proper use of public funds, appropriate financial systems, quality internal control processes, timely reporting, timely payment of invoices, percentage of funds dedicated to instruction, and other indicators identified in the ACNW performance evaluations.

## Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

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

  
\_\_\_\_\_  
Signature

6/26/17  
Date

Leah P. Studaker  
Printed Name

(763) 441-2939  
Phone Number

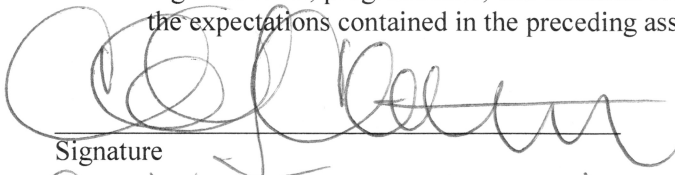
Lstudaker.trmontessori@gmail.com  
E-mail Address



## Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

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



Signature

6/26/17  
Date

Christine J. Castagneri  
Printed Name

Printed Name

763-245-6114  
Phone Number

Phone Number

chriscastagneri@gmail.com  
E-mail Address

E-mail Address

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Angela Guse  
Signature

6-26-17  
Date

Angela Guse  
Printed Name

612-382-2965  
Phone Number

angelaguse@gmail.com  
E-mail Address

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- The Board is responsible for ensuring compliance with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools including the expectations contained in the preceding assurances.

Gwen Fromm  
Signature

06.26.2017  
Date

Gwen Fromm  
Printed Name

763.516.5060  
Phone Number

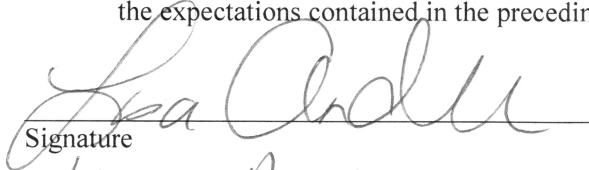
frommsix@gmail.com  
E-mail Address

## Exhibit L: Board Member Statement of Assurance

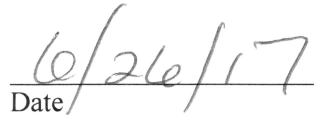
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- The Board is responsible for ensuring compliance with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools including the expectations contained in the preceding assurances.


Signature



Date



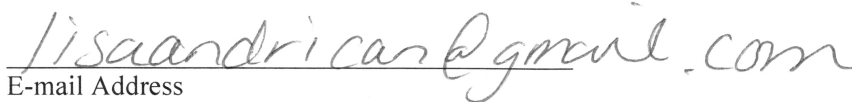
Printed Name



Phone Number



E-mail Address



**Exhibit M: Charter School Closure Process and Plan**

**Audubon Center of the North Woods  
 Charter School Closure Process and Plan**

**Name of School** \_\_\_\_\_ **Date** \_\_\_\_\_

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

TASKS	Person Responsible	Date Completed and Comments
<b>Establish <i>ad hoc</i> School Board Committee for wind-up / restructuring</b>		
Designate School contact person(s) to send and receive communications from ACNW;		
Designate employees or School Board members who will handle various aspects of winding up of School operations;		
Provide contact information, and list of employees / School Board members and correspondent responsibilities to ACNW		
Other:		
<b>Contact MDE – Charter Center Immediately</b>		
The MDE Charter Center needs to be contacted immediately to facilitate the legal transfer of all property of the school that was purchased with Federal Charter School Program funds to other schools. Federal Law and the assurances signed by the school requires special attention be given to this property. Contact the CSP Federal Grant personnel at the MDE for guidelines and assistance. <i>(See Inventory and Liquidation of Assets below.)</i>		
Other:		
<b>Reserve Funds</b>		
Segregate by School 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.		
Other:		
<b>Notification of Parents / Guardians</b>		
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: <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>* offer of copies of student records before the charter revocation.</li> <li>* Provide ACNW with a copy of the notice.</li> </ul>		
Other:		
<b>Final Report Cards and Student Records Notice</b>		
Within 7 days after charter revocation, provide parents / guardians with copies of final report cards and notice of where student records will be sent (the student’s district of residence) and specific contact information. <ul style="list-style-type: none"> <li>* The notice must advise the parent/guardian to contact the school</li> </ul>		

<p>where the student intends to enroll and to have the student's new school contact the student's district of residence to have the student's educational records transferred to the new school.                  * Provide ACNW with a copy of the notice.</p>		
<p>Other:</p>		
<p><b>Transfer of Student Records and Testing Material</b></p>		
<p>No later than 10 days after charter revocation send student records to the student's district of residence, including:                  * Individualized Education Programs (IEPs) and all records regarding special education and supplemental services;                  * student health / immunization records;                  * attendance records; and                  * all other student records.</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. As noted above, parents / guardians should be offered copies of students' records before charter revocation. Testing material, including scores, test booklets, and annual data files etc. required to be maintained by the School by the State Education Department must also be forwarded to each student's district of residence. To the extent that scores, etc. will come into existence after the charter revocation, arrangements should be made with the testing agent to forward such material to each student's district of residence. The school should also send a set of Individual Student Reports to each student's district of residence and parents.</p>		
<p>Other:</p>		
<p><b>Notification of School Districts</b></p>		
<p>Within 7 days after the charter revocation, the School must notify the school district in which the School is located regarding the termination of the education program and lack of future enrollment.                  * If applicable, notification regarding cessation of food and transportation services should be provided.                  * Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment.                  * Provide ACNW with a copy of the notice.</p>		
<p>Other:</p>		
<p><b>Notification of Funding Sources /Charitable Partners</b></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.                  * The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from charitable partners as long as the charity is aware of the School's closure / restructuring status.                  * Charities with property on the premises of the School should be notified to remove same as soon as possible or after charter revocation, whichever is appropriate.</p>		
<p>Other:</p>		
<p><b>Notification of Contractors and Termination of Contracts</b></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.                  * If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property.</p>		

<p>* Provide ACNW with a copy of such notice.                  * 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 closure of the School.                  * Telephone, gas, electric, water, insurance (premises and E&amp;O insurance, <i>see</i> below) should remain operative through the charter revocation and to the extent necessary..</p>		
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Other:

**Notification of Employees and Benefit Providers**

<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> <ul style="list-style-type: none"> <li>* health care / health insurance;</li> <li>* life insurance;</li> <li>* dental plans;</li> <li>* eyeglass plans;</li> <li>* cafeteria plans;</li> <li>* 401(k), retirement plans;</li> <li>* pension plans;</li> <li>* TRA; and</li> <li>* PERA</li> </ul> <p>Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted. Employees should be notified of eligibility for unemployment compensation. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after 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>		
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Other:

**Notification of Food and Transportation Services and Cancellation of Contracts**

<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>		
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Other:

**Notification of ACNW Regarding Lawsuits**

<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 ACNW and provide copies of legal papers received. The School has an ongoing obligation to keep ACNW informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>		
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Other:

**List of Creditors and Debtors; UCC Search**

<p>Within 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> <ul style="list-style-type: none"> <li>* This list is not the same as the contractor list, above, but may include contractors, which should be listed.</li> </ul>		
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<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>* The UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached.</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 ACNW with the amount owed to each creditor thereon and the amount owed by each debtor.</p>		
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Other:

**Notification to Creditors**

<p>Within 30 days after the charter revocation, the School must notify all creditors of its closure. The School should solicit from each creditor a final accounting of the School’s accrued and unpaid debt owed to such creditor. This figure should be compared to the School’s calculation of the debt and be reconciled between the parties. To the extent possible, the School should also begin to negotiate a settlement of debts, which is ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.</p>		
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Other:

**Notification to Debtors**

<p>Within 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>		
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Other:

**School Wind-Up Plan and Action**

<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 ACNW. The plan should include, but not be limited to, the following.</p> <ul style="list-style-type: none"> <li>* Termination of non-essential personnel and cancellation of non-essential services prior to charter revocation.</li> <li>* 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).</li> <li>* 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. (See Liquidation of Assets, below.)</li> <li>* Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay</li> </ul>		
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<p>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> <ul style="list-style-type: none"> <li>* Cancellation of corporate credit cards and lines of credit.</li> <li>* 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.</li> <li>* Status reports on the implementation of the School Wind-Up Plan to be submitted to ACNW through Interim Statements and a Final Statement (below).</li> </ul>		
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Other:

**Protection of Assets; Insurance**

<p>The School’s assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <ul style="list-style-type: none"> <li>* Existing insurance coverage should be maintained on the assets until the disposal of such assets in accordance with the Wind-Up Plan.</li> <li>* Continue existing insurance for School Facility, vehicles and other assets until                         <ol style="list-style-type: none"> <li>1) disposal or transfer of real estate or termination of lease, and</li> <li>2) disposal, transfer or sale of vehicles and other assets are sold, respectively.</li> </ol> </li> <li>* Negotiate School Facility insurance with entities that may take possession of School Facility – lenders, mortgagors; bond holders, etc., if possible.</li> <li>* Appropriate security services should be obtained or maintained.</li> <li>* Action may include moving assets to secure storage after closure or loss of the School Facility.</li> </ul>		
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Other:

**Inventory**

<p>No later than 30 days prior to charter revocation, all of the School’s assets must be inventoried with item numbers and quantities and/or its inventory updated.</p> <ul style="list-style-type: none"> <li>* All assets of the School, not just ones over a certain dollar value, must be inventoried.</li> <li>* Provide ACNW with a copy of the inventory.</li> <li>* Identify assets purchased with Federal CSP Grant funds.</li> <li>* Identify assets belonging to other entities (school district, county, municipality, teachers, health department, foundations, vendors, PTA, etc.), including those borrowed or loaned.</li> <li>* Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest.</li> <li>* Return assets not belonging to School and document same.</li> </ul>		
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Other:

**Liquidation of Assets**

<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 subject to a lien, encumbrance or security interest (above), the secured party should be contacted. <i>(See Federal CSP Grant information above.)</i></p>		
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<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. 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>		
<p>Other:</p>		
<p><b>E&amp;O Insurance</b></p>		
<p>Maintain existing directors and officers liability (E&amp;O) insurance, if any, until final dissolution of the School Corporation. If no such E&amp;O insurance exists, disclose this fact to the board of directors.</p>		
<p>Other:</p>		
<p><b>Interim Statements</b></p>		
<p>No later than 10 days after charter revocation, prepare, and submit to ACNW, an interim statement in a form satisfactory to ACNW, of the status of all contracts and other obligations of the School Corporation, and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p> <ul style="list-style-type: none"> <li>* 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</li> <li>* 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</li> <li>* all income generated through sale or auction of assets and any other change in status of assets.</li> </ul> <p>The School will prepare and submit such statements to ACNW at 30 day intervals until the final statement (below) is prepared and submitted.</p>		
<p>Other:</p>		
<p><b>Final Statement</b></p>		
<p>At a date to be determined by ACNW, anticipated to be no later than 90 days after charter revocation, no later than 10 days prior to the filing of a dissolution proceeding the School shall prepare to the full satisfaction of ACNW a final statement of the status of all contracts and other obligations of the School Corporation, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <ul style="list-style-type: none"> <li>* 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</li> <li>* each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and</li> <li>* statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and</li> <li>* each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest.</li> <li>* This statement is submitted to ACNW 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.</li> <li>* This statement is in addition to the final Financial Statement Audit.</li> </ul>		

Other:		
<b>Final Financial Statement Audit</b>		
The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1st of the calendar year in which the School ceases instruction.		
Other:		
<b>Closeout of State and Federal Grants</b>		
State, federal and other grants must be closed out, ( <i>See Contact MDE section above</i> ) including: <ul style="list-style-type: none"> <li>* notification to the grant entity of the School closure; and</li> <li>* filing of any required expenditure reports or receipts and any required program reports.</li> </ul> <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>		
Other:		
<b>IRS Status; Reports</b>		
The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following: <ul style="list-style-type: none"> <li>* notification to IRS regarding any address change of the School Corporation; and</li> <li>* filing of required tax returns or reports (e.g., IRS form 990 and Schedule A).</li> <li>* 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 ACNW.</li> </ul>		
Other:		
<b>Corporate Records</b>		
In all cases, the School Board shall maintain all corporate records related to: <ul style="list-style-type: none"> <li>* Loans, bonds, mortgages and other financing;</li> <li>* Contracts;</li> <li>* Leases;</li> <li>* Assets and asset sales;</li> <li>* Grants -- records relating to federal grants must be kept in accordance with 34 CFR 8042.</li> <li>* Governance (Minutes, by-laws, policies);</li> <li>* Employees (background checks, personnel files);</li> <li>* Accounting/audit, taxes and tax status, etc.;</li> <li>* Personnel,</li> <li>* Employee benefit programs and benefits; and</li> <li>* Student summary test data files</li> <li>* Any items listed in this Closure Plan.</li> </ul> <p>In the event the School Corporation is dissolved, the members of the School Board or other custodian of the records of the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container.</p>		
Other:		
<b>Resolution of Dissolution</b>		
The School Board must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.		

Other:		
<b>Dissolution</b>		
<p>If the School Corporation dissolves, the School Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:</p> <ul style="list-style-type: none"> <li>* a complete statement of all assets, their location and an estimate of their value; and</li> <li>* a statement of the ascertainable debts of the education corporation.</li> </ul> <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 ACNW.</p> <p>Members of the School Board are empowered to continue in office even after the expiration of the Charter and dissolution of the School Corporation for the purpose of winding-up and settling the affairs of the School Corporation, and after the dissolution of the School Corporation.</p>		
Other:		
<b>Final Distribution of Assets</b>		
<p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations. Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools in the school district or to the school district.</p> <ul style="list-style-type: none"> <li>* 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.)</li> <li>* 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.</li> </ul>		
Other:		

## **EXHIBIT N - Provisions for Education Service or Management Contract**

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

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

said facility agreement to the Authorizer with the submission of the Service Contract.

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

### 3. Financial Reporting

- a. Budget. The budget prepared by the Charter School board of directors pursuant to applicable provisions of the Charter School Agreement shall include, without limitation, the following itemized information:
  - i. All contract payments, lease payments, management fees, administrative fees, licensing fees, curriculum fees, technology fees, performance bonuses and other amounts budgeted for the Service Provider or any affiliated entity, with the method for calculating such fees or payments clearly explained.
- b. Financial Statements. In the event that monthly or quarterly financial statements are required to be furnished by the Charter School pursuant to the applicable provisions of the Charter School Agreement, such financial statements shall reflect the school's financial operations, including an itemized accounting of all amounts paid to the Service Provider and any affiliated entity or otherwise paid for services in the Service Contract, which amounts shall be itemized in a manner that clearly corresponds to those categories provided in the Charter School's annual budget or the Service Contract.

- c. Annual Audit. The Financial Audits required under applicable provisions of the Charter School Agreement shall include review of all fees and payments made by the Charter School to the Service Provider or any affiliated entity.
- d. Reporting of Loans and Investments. All loans or grants to, or investments in, the Charter School by the Service Provider or any affiliated entity must be evidenced by appropriate documentation and disclosure, either in the Service Contract or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter School and shall clearly state the Service Provider or affiliated entity's expected return on equity.

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

## **Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures**

ACNW Charter School Division (CSD) is comprised of professionals with charter school authorizing and evaluation expertise. This includes both employees of ACNW and contracted service providers. The CSD is overseen and monitored by the Charter School Committee and the ACNW Board. Ultimately, the ACNW Board makes decisions regarding the ongoing authorization of any particular school.

### **Ongoing Evaluation Criteria**

ACNW evaluates schools in four primary areas:

1. Academic Performance
2. Environmental Education Performance
3. Financial Performance
4. Operations Performance

### **Academic Performance**

ACNW evaluates its authorized schools' academic performance on 11 primary indicators.

Following are the key questions each indicator addresses:

<b>Indicator 1:</b> Mission Related Outcomes	Are all students achieving significant academic and/or personal growth, knowledge and skill development, and accomplishments related to the school's mission?
<b>Indicator 2:</b> English Language Learners	Are EL students at the school achieving adequate progress towards English Language Proficiency?
<b>Indicator 3:</b> Reading Growth	Are all and subgroups of students meeting expected growth targets in reading?
<b>Indicator 4:</b> Math Growth	Are all and subgroups of students meeting expected growth targets in math?
<b>Indicator 5:</b> Reading Proficiency	Are all and subgroups of students achieving proficiency in reading?
<b>Indicator 6:</b> Math Proficiency	Are all and subgroups of students achieving proficiency in math?
<b>Indicator 7:</b> Science Proficiency (and Growth)	Are all and subgroups of students achieving proficiency in science? And, if applicable, are all and subgroups of students meeting expected growth targets in science?



<b>Indicator 8:</b> Proficiency or Growth in Other Curricular Areas or Educational Programs	Are all and subgroups of students achieving proficiency or meeting expected growth targets in other curricular areas or educational programs?
<b>Indicator 9:</b> Post Secondary Readiness	Are all and subgroups of high school students prepared for post secondary success?
<b>Indicator 10:</b> Attendance	Are students attending the school at high rates?
<b>Indicator A:</b> Federal and State Accountability	How is the school performing according to federal and state accountability measures?

Not all performance indicators are applicable to each school; for example, one indicator is only for high schools. A school will have a contractual goal in each applicable indicator area, and the school’s performance on attaining these goals will be evaluated according to the measures defined in Exhibit G: Academic and Academic-Related Goals. Each measure is weighted to indicate its overall significance in fulfilling the primary purpose of charter schools as outlined in statute which is to improve all pupil learning and all student achievement. These weights are agreed upon by ACNW and the school and are included in Exhibit G. The school earns a rating on each measure based on the school’s performance over the term of the contract. Each performance rating is assigned a point value according to the weight of the measure:

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

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

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

Improving all pupil learning and all student achievement is the most important factor ACNW will consider in determining contract renewal, which determination shall be based substantially on the school’s attainment of its academic and academic-related goals identified in Exhibit G. See “Guidelines for Renewal Determination” below for more information.

Academic Performance Evaluations are completed annually and as often as deemed appropriate by ACNW.

### **Environmental Education Performance**

ACNW evaluates its authorized schools' Environmental Education (EE) performance on eight primary indicators.

<b>OUTCOMES</b>	<b>Indicator 1: Awareness</b>	Students demonstrate an awareness of the relationship between the environment and human life and the diversity of life that shares the earth with humans.
	<b>Indicator 2: Knowledge</b>	Students have knowledge of how natural systems function and how human systems interact with and depend on them.
	<b>Indicator 3: Attitudes</b>	Students demonstrate respect and concern for the earth's health and the motivation to participate in environmental stewardship.
	<b>Indicator 4: Skills</b>	Students possess the skills needed to identify and critically analyze environmental issues, and to contribute to resolving the root of environmental challenges.
	<b>Indicator 5: Action</b>	Students have the capacity, or are increasing their capacity, to perceive and interpret the health of environmental and social systems and take appropriate action to maintain, restore, or improve the health of those systems.
<b>INPUTS</b>	<b>Indicator 6: Environmental Education Program</b>	The school implements values and strategies that foster learning and create environmentally literate citizens who engage in creating healthy outcomes for individuals, communities, and the Earth.
	<b>Indicator 7: Governance</b>	The board of directors allocates the appropriate financial, human, and organizational resources to carry out environmental education and monitors the school's progress toward its goals.
	<b>Indicator 8: Operations</b>	Operational decision-making by school leadership, staff, and faculty reflects a commitment to environmental sustainability. The school has a waste reduction and recycling program in place.

EE Performance Evaluations may be completed annually or as often as deemed appropriate by ACNW, but at least in the school's renewal year.

## **Financial Performance**

ACNW evaluates its authorized schools' financial performance on three primary indicators.

### **1. Financial Management**

This portion of the evaluation focuses on the school's performance relative to required financial management. Quality management and oversight of financials is a critical indicator of financial health. Schools that fail to meet the standards are not implementing best practices or those required by law or the charter contract and may be at greater risk for financial challenges in the present or future. This indicator includes the following measures: **Budgeting, Financial Policies and Practices, Financial Reporting, and Financial Audit.**

### **2. Near-Term Financial Health**

This portion of the evaluation tests a school's near term financial health and is designed to depict the school's financial position and viability in the coming year. Schools that fail to meet the standards may currently be experiencing financial difficulties and/or have a higher likelihood for financial hardship. These schools may require additional review and/or corrective action by ACNW. This indicator includes the following measures: **Current Ratio, Days Cash on Hand, and Enrollment Variance.**

### **3. Financial Sustainability**

This portion of the evaluation includes longer-term financial sustainability measures and is designed to depict the school's financial position and viability over time. Schools that fail to meet the standards are more likely to face financial hardship in the future. This indicator includes the following measures: **Fund Balance Percentage, Total Margin and Aggregated Three-Year Total Margin, and Debt to Asset Ratio.**

Near-Term and Sustainability indicators are evaluated by ACNW annually. The Management indicator may be evaluated annually or as often as deemed appropriate by ACNW, but at least in the school's renewal year.

## **Operations Performance**

ACNW evaluates its authorized schools' operations performance on six primary indicators, or general categories.

### **1. Educational Program**

This portion of the evaluation focuses on how the school has implemented key components of the educational program. This indicator includes the following measures: **Mission & Vision, Instruction & Assessment, Educational Requirements, Special Education, English Learners, and Parent & Student Satisfaction.**

### **2. Governance**

This portion of the evaluation focuses on the board's governance, oversight, and evaluation. This indicator includes the following measures: **Board Composition & Capacity, Board Decision-Making & Oversight, and Management Accountability.**

### **3. School Environment**

This portion of the evaluation focuses on the environment that the school has created for students. This indicator includes the following measures: **Facilities & Transportation and Health & Safety.**

### **4. Student Rights**

This portion of the evaluation focuses on the practices and procedures of the school related to student enrollment and privacy rights. This indicator includes the following measures: **Admissions & Enrollment and Due Process & Privacy.**

### **5. Personnel Practices**

This portion of the evaluation focuses on the school's practices and successes related to staffing. This indicator includes the following measures: **Licensure, Staff Retention and Employment Practices.**

### **6. Compliance & Reporting**

This portion of the evaluation focuses on the school's ability to meet various authorizer and state compliance and reporting deadlines and activities. This indicator includes the following measures: **Charter School Annual Reports, Insurance and Authorizer & State Compliance.**

Operations Performance Evaluations may be completed annually or as often as deemed appropriate by ACNW, but at least in the school's renewal year.

## **Process and Procedures for Ongoing Evaluation**

The ACNW CSD uses the following process and procedures to conduct ongoing evaluation of its authorized schools:

Data Review and Analysis – ACNW regularly reviews data that is publicly available, supplied by the school, or provided by MDE. This includes a review of state academic data, annual reports, budgets, financial audits, other compliance documents, and any other relevant data available to ACNW. This also includes a periodic review of financial reports and board meeting materials and minutes. ACNW reserves the right to request data from the school consistent with data privacy practices.

Site Visits and Board Observations – ACNW regularly visits authorized schools to verify performance and compliance. ACNW, at its sole discretion, determines the frequency and scope of site visits. During site visits, ACNW staff or contracted evaluators observe classrooms, tour the facilities and interview key school stakeholders including board members, school leadership, teachers, staff, parents, and students. In a school's reauthorization year, ACNW will send a team of evaluators to conduct a Reauthorization Site Visit in preparation for determining a reauthorization recommendation to the Charter School Committee and Board of Directors.

ACNW attends at least one board meeting per year for each of its authorized schools in order to observe the school's governance. ACNW, at its sole discretion, determines the frequency of attendance at board meetings. ACNW may also request time on a meeting agenda to present information to the school's board.

Feedback and Strategic Intervention – ACNW provides feedback to schools in its portfolio through performance evaluations, presentations at school board meetings, formal written communication to the school leadership and board, and informal verbal communication. ACNW also gives schools the opportunity to provide additional information on any relevant issues that warrant explanation or clarification.

ACNW may, at its discretion, implement a formal intervention or provide strategic support to schools that are not in compliance with or are not on track to meet statutory or contractual expectations.

Reauthorization Recommendations – During the final year of an authorized school's active contract, the school is required to submit an application for reauthorization that summarizes how it fulfilled the terms of its active contract, the strategic direction it plans for the years of a subsequent contract, and potential performance goals for a subsequent contract. ACNW CSD reviews that application, conducts a Reauthorization Site Visit, completes a Reauthorization Evaluation Report, and compiles a recommendation to the ACNW Board. Those recommendations are reviewed and accepted or amended by the Charter School Committee (CSC). The CSC's recommendations are then presented to the ACNW Board for adoption or amendment.

## **Guidelines for Renewal Determination\***

Charter renewal will be based primarily on a school's attainment of its academic and academic-related goals identified in Exhibit G, which is evaluated according to ACNW's Academic Performance Framework, and secondarily on other factors, including but not limited to Environmental Educational, Financial, and Operations performance, intervention status of the school, and designations assigned to the school by the Minnesota Department of Education.

### **Renewal Tracks**

In the final year of an authorized school's active contract, ACNW will determine the school's renewal track as outlined below:

#### **1. Eligible for Fast Track Renewal**

- Condensed reauthorization application and site visit, including collection of school's best practices for future dissemination by ACNW.
- Earlier board resolution by the ACNW Board of Directors.
- Five-year renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

#### **2. Eligible for Renewal**

- Standard reauthorization application and site visit.
- Five-year renewal or three-year probationary renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

#### **3. Candidate for Nonrenewal**

- Standard reauthorization application and site visit.
- Nonrenewal, one-year conditional renewal, or three-year probationary renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

### **Primary Factor**

Notwithstanding secondary factors, renewal tracks will be determined by ACNW based upon the school's fulfillment of the primary factor, which is the attainment of its academic and academic-related goals identified in Exhibit G:

- If a school attains all of its contractual outcomes in Exhibit G as determined by ACNW's Academic Performance Evaluation (i.e., 100% or more of possible points), the school will be considered eligible for fast track renewal.
- If a school attains at least half of its contractual outcomes in Exhibit G as determined by ACNW's Academic Performance Evaluation (i.e., 50% or more of possible points), the school would be considered eligible for renewal.
- If a school attains less than half of its contractual outcomes in Exhibit G as determined by ACNW's Academic Performance Evaluation (i.e., less than 50% of possible points), the school would be considered a candidate for nonrenewal.

### **Secondary Factors**

The following secondary factors, either alone or in combination with one or more factors, may alter a school's renewal track. ACNW will provide clear analysis of each secondary factor and the rationale for its impact on the school's renewal track determination in the Reauthorization Evaluation Report.

#### **Secondary factors that may decrease a renewal track (e.g., from "eligible for renewal" to "candidate for nonrenewal"):**

- The school receives a rating of Does Not Meet Standard in any indicator area on the most recent Academic Performance Evaluation.
- The school receives a rating of Does Not Meet Standard, Minimally Developed, or Undeveloped in any indicator area or measure on the most recent Environmental Education Evaluation.
- The school receives a rating of Does Not Meet or Falls Far Below Standard in any measure on the most recent Financial Performance Evaluation.
- The school receives a rating of Does Not Meet Standard in any measure on the most recent Operations Performance Evaluation.
- The school (or a site at the school) is currently designated a Focus or Priority school by the Minnesota Department of Education.
- The school was placed on intervention by ACNW at any time during the current contract term.
- The school's current contract is a probationary contract.

#### **Secondary factors that may increase a renewal track (e.g., from "eligible for renewal" to "eligible for fast track renewal"):**

- The school (or a site at the school) was designated as a Reward or Celebration school by the Minnesota Department of Education at any time during the current contract term.
- The school was identified as a High-Quality Charter School (HQCS) by the Minnesota Department of Education at any time during the current contract term.
- The school (or a site at the school) was designated as a Celebration Eligible school by the Minnesota Department of Education in at least two years of the current contract term.
- The school was not identified as HQCS by the Minnesota Department of Education at any time during the current contract term, but was eligible to submit supplemental data for review in the HQCS appeals process in at least two years of the current contract term.
- Other external recognition from a reputable organization that demonstrates the school is successfully fulfilling the primary or additional purposes of Minnesota Statutes 124E.01.

*\*These guidelines do not obligate the Audubon Center of the North Woods Charter School Division, Charter School Committee, or Board of Directors to a particular renewal decision or length of contract and should not be construed as requirements or guarantees.*

## Exhibit Q: Range of Possible Interventions

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



## Exhibit R: Financial Statement Template & Guide

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

**SCHOOL NAME:**

**QUARTER ENDING:**

### Balance Sheet

Description	General Fund Fund 1	Food Service Fund 2	Community Service Fund 4	Total Funds
<b>ASSETS</b>				
Cash - checking				
Cash - savings				
Investments				
Accounts Receivable				
Due from MDE				
Due from Other				
Prepays				
Other (specify)				
<b>TOTAL ASSETS</b>				
<b>LIABILITIES &amp; FUND BALANCE</b>				
<b>Liabilities</b>				
Accounts Payable				
Payroll Liabilities				
Deferred Revenue				
Due to Other				
Short Term Debt				
<b>Total Liabilities</b>				
<b>Fund Balance</b>				
Unassigned Fund Balance – Previous YE				
Net Income/(Loss) – Current YTD				
<b>Total Fund Balance</b>				
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>				

**Income and Expense Statement**

<b>GENERAL FUND - 01</b>	<b>Approved Budget</b>	<b>Year -to-Date Activity</b>	<b>Percent of Budget</b>
REVENUES			
<b>State Revenues</b>			
General Education Aid			
Facilities Lease Aid			
Special Education Aid			
Other (specify)			
<b>Total State Revenues</b>			
<b>Federal Revenues</b>			
Title (specify I, II and/or III)			
Federal Special Education			
Other (specify)			
<b>Total Federal Revenues</b>			
<b>Local Revenues</b>			
Miscellaneous (specify)			
<b>Total Local Revenues</b>			
<b>TOTAL REVENUES</b>			
EXPENDITURES			
<b>Administration</b>			
Salaries			
Benefits			
Purchased Services			
Other (specify)			
<b>Total Administration</b>			
<b>District Support Services</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Capital Expenditures			
<b>Total District Support Services</b>			
<b>Elementary and Secondary Regular Instruction</b>			
Salaries			
Benefits			
Purchased Services			

	Approved Budget	Year -to-Date Activity	Percent of Budget
Supplies and Materials			
Capital Expenditures			
Other Expenditures (specify)			
<b>Total Elementary and Secondary Regular Instruction</b>			
<b>State Special Education</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
<b>Total State Special Education</b>			
<b>Federal Special Education</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
<b>Total Federal Special Education</b>			
<b>Title Programs (specify I, II and/or III)</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
<b>Total Title Programs</b>			
<b>Other Federal Programs (specify)</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
<b>Total Other Federal Programs</b>			
<b>Instructional Support Services</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
<b>Total Instructional Support Services</b>			
<b>Pupil Support Services</b>			
Salaries			
Benefits			

	Approved Budget	Year -to-Date Activity	Percent of Budget
Purchased Services			
Supplies and Materials			
<b>Total Pupil Support Services</b>			
<b>Sites and Buildings</b>			
Salaries			
Benefits			
Lease			
Other Purchased Services			
Supplies and Materials			
Capital Expenditures			
<b>Total Sites and Buildings</b>			
<b>Fiscal and Other Fixed Costs</b>			
Purchased Services			
Interfund Transfer			
<b>Total Fiscal and Other Fixed Costs</b>			
<b>TOTAL EXPENDITURES</b>			
<b>GENERAL FUND 01 - NET INCOME</b>			
<b>FOOD SERVICE FUND - 02</b>	Approved Budget	Year -to-Date Activity	Percent of Budget
<b>REVENUES</b>			
State Revenues			
Federal Revenues			
Sale of Lunches and Other Local Revenue			
Transfer from General Fund			
<b>TOTAL REVENUES</b>			
<b>EXPENDITURES</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Other (specify)			
<b>TOTAL EXPENDITURES</b>			
<b>FOOD SERVICE FUND 02 - NET INCOME</b>			

<b>COMMUNITY SERVICE FUND - 04</b>	<b>Approved Budget</b>	<b>Year -to-Date Activity</b>	<b>Percent of Budget</b>
<b>REVENUES</b>			
State Revenues			
Federal Revenues			
Other Local Revenues			
Transfer from General Fund			
<b>TOTAL REVENUES</b>			
<b>EXPENDITURES</b>			
Salaries			
Benefits			
Purchased Services			
Supplies and Materials			
Other (specify)			
<b>TOTAL EXPENDITURES</b>			
<b>COMMUNITY SERVICE FUND 04 – NET INCOME</b>			
Fund Balance at Beginning of the Year			
Net Income Year to Date			
Ending Fund Balance			



# Employee Handbook 2023-2024



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# Introduction

## Goals and Purpose

Three Rivers Montessori (hereinafter “TRM” or “School”) is a public Montessori Charter School. Our common goal is to provide a secure, inviting, challenging, engaging, and stimulating environment that supports the intellectual and social development of each student in attendance. Although each person is primarily responsible for their area of duty, everyone shares the responsibility for all the students in the School as a whole. We all share the same goals, and for the School to serve the students’ needs to the best of our ability, we must all care for the students at all times while acting as a School employee or representative.

TRM has a multitude of goals that support the whole child through each plane of development. It is our commitment to:

- Share and encourage the joy of learning
  - Foster inner security, curiosity, creativity, and critical thinking
  - Promote self-confidence and independence
  - Develop initiative, concentration, persistence, and self-discipline
  - Demonstrate compassion for the self and others
  - Model how to learn and work inclusively and collaboratively
  - Teach grace and courtesy including conflict resolution skills
  - Build a strong foundation for future growth

TRM staff will lead by example. In addition to specific duties assigned by supervisors, described in job descriptions, contained in policies, or elsewhere in this handbook, all employees are required to:

- Develop their Montessori knowledge through active participation in formal and informal training
- Model Grace and Courtesy in all areas of the school and work day
- Treat students, parents, and co-workers respectfully
- Take steps to ensure that students and their families feel like a valued member of the school and greater community during all interactions

## Mission Statement

*“Empowering students to reach their full potential through authentic Montessori learning.”*

## Core Values

- *Integrity*
- *Stewardship*

- *Compassion*
- *Montessori Focus*

## Montessori Philosophy

TRM follows the educational philosophy developed by Dr. Maria Montessori. Dr. Montessori based her philosophy on her observations of children, and it is based on the child's true nature. Its application is universal, and results can be successfully achieved in any country and with any racial, social, cultural, or economic group.

Montessori's philosophy reveals the child as a lover of work, both of the intellect and mastery of the body (especially the hand). Through attention to work, the child shows spontaneous discipline and deep concentration that originates intrinsically or from within. It is not imposed extrinsically via the use of rewards or punishment.

In the Montessori environment, children are free to work at their own pace. The quick is not held back, and the slow is not pressured. Opportunities for group work are plentiful, and the children spontaneously offer help with the work they have mastered to those children who have not. The teacher guides each child throughout their day to ensure s/he is actively engaged in learning and is making purposeful choices.

Ultimately, the Montessori Method develops the whole personality of the child. It does not focus solely on the intellect but includes the powers of deliberation, initiative, and independent choice with their emotional complements. The child becomes a free member of a real social community and is trained in those fundamental social qualities that form the basis of good citizenship.

All employees and representatives of TRM should adhere to the tenets of the Montessori Method to the greatest extent possible, particularly when interacting with students and their families. Please remember that the Method does not simply apply to academics in the classroom environment. Rather, it is an all-encompassing philosophy that should be practiced at all times including transitions, lunchtime, outdoor play, and so forth. Teachers are ultimately responsible for ensuring the adherence to and modeling of the Montessori philosophy. However, all school employees play a vital role in reinforcing the major tenets of Montessori and must take the initiative in learning about and carrying out the philosophy each and every day.

## Minnesota Code of Ethics for Teachers

The Minnesota Code of Ethics for Teachers is [Minnesota Administrative Rule 8710.2100 \(as amended\)](#). As of the date this handbook was published, the standards of professional conduct are as follows:

- A teacher shall provide professional education services in a nondiscriminatory manner.
- A teacher shall make a reasonable effort to protect the student from conditions harmful to health and safety.
- Following state and federal laws, a teacher shall disclose confidential

information about individuals only when a compelling professional purpose is served or when required by law.

- A teacher shall take reasonable disciplinary action in exercising the authority to provide an atmosphere conducive to learning.
- A teacher shall not use professional relationships with students, parents, and colleagues to their private advantage.
- A teacher shall delegate authority for teaching responsibilities only to licensed personnel.
- A teacher shall not deliberately suppress or distort subject matter.
- A teacher shall not knowingly falsify or misrepresent records or facts relating to that teacher's or other teachers' qualifications.
- A teacher shall not knowingly make false or malicious statements about students or colleagues.
- A teacher shall accept a contract for a teaching position that requires licensing only if properly or provisionally licensed for that position.

## Employment Policies

### Disclaimer

These employment policies have been established as a reference for employees. They are intended to aid employees to become knowledgeable about the School's rules, policies, and expectations. Employees are expected to become familiar with their contents. As policies are amended, employees are expected to review changes and updates and comply with any modifications.

Each of the policies in this handbook, including policies related to compensation and benefits, is current as of the date this handbook is published. TRM reserves the right to revoke, replace, and make changes to these policies at any time, with or without notice, and to interpret these policies at the sole discretion of the Board of Directors or its designees, except as expressly provided herein. When there is a change in policy, TRM may update this handbook.

The material in these policies is not exhaustive. Although the policies have attempted to cover matters of general applicability to employees, it does not cover every situation which may arise from day to day. Comments, questions, or concerns about anything contained in the personnel policies are encouraged and should be directed to school leadership.

**These policies are not an employment contract, are not intended to create, nor shall be construed as creating a contract between TRM and any employee, independent contractor, director, appointee or other individual. They may be amended or revoked at any time. These policies shall not in any manner limit the rights of TRM to terminate the employment relationship at any time, except as expressly provided herein.**

## **These personnel policies shall apply to all TRM employees.**

By adopting or amending its personnel policies, the Board of Directors revokes and replaces all prior personnel or employment policies and practices. If one or more of these policies is held invalid by judicial or legislative action, the remainder of these policies shall continue in full force and effect.

## Equal Employment Opportunity

TRM is an equal opportunity employer and does not discriminate against its employees or applicants for employment based on race, color, creed, religion, age, sex, pregnancy, genetic information, national origin, marital status, disability, status with regard to public assistance, familial status, hair features based on race, sexual orientation or other characteristics protected by state or federal law. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, discipline, termination, transfers, compensation, benefits, and training.

## Employment-At-Will

Except as modified by an individual contract, all employment with the School is “at-will.” This means that employees and the School have the right to terminate the employment relationship at any time, for any reason or no reason, and with or without notice. By agreeing to comply with the various policies stated in this handbook, employees are not entering into any agreement with the School for employment for any specified period of time.

## Data Privacy

Every employee must create, collect, maintain, and disseminate data only in accordance with applicable law, including, but not limited, the Minnesota Government Data Practices Act (“MGDPA”) and the United States Family Educational Rights and Privacy Act (“FERPA”). Failure to comply with any such law will result in discipline, up to and including, immediate dismissal from the School.

The obligation to comply with applicable data privacy laws, including the MGDPA and FERPA exists throughout a staff member’s employment and following the termination of employment. Unauthorized release of nonpublic, private, or confidential information, including data on current and former school students and staff, may be grounds for disciplinary action or legal action.

The MGDPA requires public schools to designate a data practices officer. The Board of Three Rivers Montessori School has designated the Executive Director as the data practices officer. The Executive Director shall seek legal or other appropriate advice before releasing data in response to a request.

To ensure that the School complies appropriately with any data requests, all staff should refer all such requests to the data practices officer (Executive Director) who will respond to the data request as required by law. Failure of any staff member to refer any data request to the data practices officer could

lead to the school violating the law and may result in disciplinary action, up to and including immediate dismissal from the School.

## Employee Documentation

In accordance with federal law, state law, Minnesota's licensing regulations, and School policy, employees and applicants for employment may be required to submit certain documents, including, but not necessarily limited to, the following documentation:

- Application for Employment
- Federal I-9
- State W-4 (must be for the state in which the employee resides)
- Federal W-4
- Minnesota Department of Social Services Background Check (must be resubmitted every three years)
- Emergency Contact info (must be resubmitted annually)
- MN Teaching License (for licensed staff)
- Additional training documentation may be required at the discretion of the Administration.

Failure to obtain or update required documentation will result in disciplinary action, including unpaid suspension or immediate dismissal from the School. Licensed staff are solely responsible for maintaining licensure and keeping up with all continuing education requirements.

## Background Checks

Three Rivers Montessori conducts background checks of potential and current employees, volunteers, contracted workers performing service on school grounds, and Board members in accordance with state and federal laws, including, but not limited to, Minnesota Statutes, section 123B.03 (as amended), Minnesota Statutes, chapter 364 (as amended), and the Fair Credit Reporting Act . All such individuals are required to truthfully complete a background authorization form. The failure to complete a background authorization form or the submission of any false or misleading information in an applicant's background check documents or application may result in the denial of an application for employment or volunteer status, as well as discipline, including, but not limited to, immediate dismissal from the School.

Appointment to a position is contingent upon a complete and acceptable background check. The results shall be used to assess the employee's suitability for employment. Individuals will be notified if they are unable to be on-site as a result of the background check.

To the extent permitted by law, TRM may accept background checks done by outside companies or contractor firms if the background check complies with TRM's requirements and the background check is shared with TRM. Otherwise a separate background check may be required.

## Anti-Harassment & Non-Discrimination

TRM is committed to maintaining a work environment in which all individuals are free from harassment or discrimination based on race, color, creed, religion, age, sex, pregnancy, genetic information, national origin, marital status, disability, status with regard to public assistance, familial status, hair features based on race, sexual orientation and other characteristics protected by applicable federal or state law.

## **Please see the Board Approved Policy on Harassment and Sexual**

**Harassment:** [Harassment and Violence Prohibition Policy.docx](#)

## Retaliation

TRM prohibits retaliation, including retaliation made by another individual on behalf of someone else, against a person who filed a complaint of discrimination or harassment, participated in a complaint-related investigation, or otherwise opposed discrimination or harassment. Any employee, contractor, including any member of school management, who violates this policy may be subject to discipline, up to and including immediate termination. Any volunteer or visitor who engages in conduct prohibited by this policy may have their volunteer or visitor status revoked and may be subject to other appropriate consequences.

## Complaint Procedure

Per the Board approved Harassment and Violence Prohibition Policy:

### D. Human Rights Officer Designation

(1) The school board hereby designates the School Director and/or the Director of Operations as the school district human rights officer(s) to receive reports or complaints of harassment or violence based upon actual or perceived sex/gender, sexual orientation, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age. If the complaint involves one of the designated human rights officers, the complaint will be filed directly with the Human Resources contact, Kara Sime (ksime@designlearn.net).

(2) In the event the superintendent is the designated human rights officer, the complaint should be filed directly with the school board.

E: The school district will conspicuously post the name of the human rights officer(s), superintendent, and school board: including mailing addresses and telephone numbers.

#### (1) **The Human Rights Officer is TBD**

Mailing address: Kara Sime

Phone: 612-968-9682

Email address: ksime@designlearn.net

**(1) The superintendent is;**

Antonio Kuklok

Phone: 763-595-1213 (ext. 102)

Email address: antonio.kuklok@threeriversmontessori.org

**(2) The school board contact information is:**

Chris Castagneri, Board President

Phone: 763-245-6116

Email address: chris.castagneri@threeriversmontessori.org

F. These reporting procedures are not intended to prevent a person from reporting harassment or violence incident(s) to another school official.

- (1) The school official must immediately notify the principal, who is then responsible to submit the oral or written complaint/report to the human rights officer without screening or investigating the credibility of the report. If the school principal is not available on the date of the report, then the school official must forward the oral or written report/complaint directly to the human rights officer.
- (2) If the report was given verbally, the complainant will be asked to put their complaint in writing. When this is not possible the person taking the complaint will put in written form within 24 hours and forward it to the human rights officer.
- (3) If the complaint involves the building principal, the complaint will be made or filed directly with the superintendent or the school district human rights officer by the school official or reporting party or complainant.

G. The human rights officer may request, but not insist, upon a written complaint. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office. Alternative means of filing a complaint, such as through a personal interview or by tape recording, will be made available upon request for qualified persons with a disability.

H. The complaint (verbal or written) should be reported to a school official immediately, or within 30 calendar days whenever possible, of the alleged violation. The school district will accept reports of alleged incidents that are older than 30 calendar days; however, delays between the date of the alleged incident and the reporting date may make investigations more difficult.

## Reasonable Accommodations for Disabilities

In all hiring and employment practices, the School does not discriminate against qualified individuals with a disability and complies with applicable laws governing disability discrimination and accommodation of disabilities.



Employees seeking an accommodation for their disability must refer such requests to the Executive Director.

Consistent with applicable law, TRM is not required to provide an unreasonable accommodation, including an accommodation that would result in undue hardship on its business operations.

## Employee Rules of Conduct

To ensure the orderly operation of the School and to provide a safe and welcoming learning environment, the School expects employees to follow specific rules of conduct. Employees shall be subject to disciplinary action for failing to fulfill their duties and responsibilities, including violation of School policy or failure to observe proper workplace conduct adopted by the School Board. It is the policy of the School to administer disciplinary penalties without discrimination. The following list includes types of behavior that may result in disciplinary action, including immediate termination. It is not intended to be comprehensive. Nothing in this policy or list alters, can be construed as altered, or is intended to alter School employees' status as "at-will" employees or creating any type of "just cause" standard for discipline or termination. When determining whether to impose discipline, including termination, the School may consider all relevant factors, including, but not limited to, the seriousness and frequency of misconduct, and the employee's discipline history.

- Violation of any School policy, procedure, work rule, or regulation, including the provisions of this handbook
- Harassment or discrimination prohibited by School policy or law
- Leaving a student or students unattended for any reason or any length of time
- Assault of any student, parent, visitor, Board member, or co-worker
- Criminal conduct which would constitute a felony, gross misdemeanor, or misdemeanor, except as limited by Minnesota Statutes, chapter 364 (as amended)
- Violation of security or safety rules, failure to observe safety rules or safety practices, or tampering with equipment or safety devices
- Fighting, horseplay, or provoking a fight
- Unsatisfactory job performance, incompetence, negligent, ineffective, or careless work or neglect of duty
- Bringing dangerous, illegal, unlawful, or legal, authorized or unauthorized weapons or materials on School premises or at a school event, including concealed or unconcealed firearms, other weapons or toxic substances
- Making unfounded, false, vicious or malicious statements concerning other employees, the school, students, board or anyone affiliated with the school.
- Interfering with another employee on the job, including restricting work output or encouraging others to do the same
- Theft, misuse, carelessness and/or negligence in the handling or control of School property or property entrusted to the employee by the School, including allowing unauthorized persons to ride in School vehicles, or the unauthorized appropriation of School property for the employee's own use
- Refusal to comply with Licensing Standards or School Policy

- Malfeasance which includes, but is not limited to, intentional conduct that violates School policies or is unlawful,
- Failure to obtain required training or licensure
- Failure to submit required employment documentation
- Unauthorized disclosure of private, confidential, or nonpublic data or student education records
- Being under the influence of alcohol, drugs, any form of cannabis, or controlled substances while performing duties for the School, while on School premises, or while acting as a representative of the School off premises;
  - Possession, sale, distribution, or unauthorized use of illegal drugs, alcohol, or controlled substances during working hours, on School property, and/or while representing the School
  - Being under the influence of prescription drugs which may cause a safety hazard, impair abilities to safely supervise children, or properly manage a classroom. If an employee is prescribed a drug which may cause job interference, please contact supervision immediately to discuss accommodation needs.
  
- Willful misconduct or Insubordination
- The willful misrepresentation of time worked, i.e., timesheet fraud
- Unexcused absence from work
- Tardiness in reporting to work
- Failure to notify the School before an absence or tardiness as required by the School's leave policy
- Failure to be available during working hours/on-call
- Failure or Inability to work effectively with children or other employees or otherwise perform the essential functions of the employee's job
- Dishonesty in the performance of duties
- Sleeping during work hours
- Acceptance of a gift in violation of School policy
- Unapproved use of paid work time and/or equipment in outside employment or for personal benefit
- Falsely stating or falsely making claims of injury or illness
- Gambling while on duty, on School property, or using School equipment or resources
- Improper reproductions or misuse of copyrighted work
- Theft or destruction of School property or the personal belongings of others
- Abuse of position within the School to achieve personal, political, or financial gain
- False or inaccurate claims for reimbursement of expenses
- Disorderly, abuse, or indecent conduct that causes disruption of the work environment
- Allowing unauthorized visitors into the School or areas of School property that they are not specifically authorized to visit
- Violation of the School's staff-student relationship policy
  
- When employees choose to join or engage with District students, families, fellow employees or members of the general public in a social media context that exists outside those

approved by the District, they must maintain their professionalism as District employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting.

- Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information or information that violates the privacy rights or other rights of a third party.
- Any other conduct which, in the discretion of the School, constitutes a breach of the standards of behavior which it should reasonably expect of its employees.

Further, TRM expects that rules of conduct with students are followed as well, this includes but is not limited to:

- Staff will not provide food, meals, snacks, candy, or treats beyond what the school provides for scheduled and predetermined snacks and lunches. ◦ Exceptions may be made for celebrations with the prior approval of the Executive Director.
- Staff will be aware of all physical contact with any student; generally, they should not initiate physical contact. Should a student initiate contact such as a hug, high five, or fist bump, staff may reciprocate if the contact is reasonable or necessary, such as in the case of an emergency
  - Kissing, picking up children, lap sitting, and leaning on staff is strictly prohibited.
- Staff will not share photos or pictures of a personal nature unless pre-approved by the director and in relation to a lesson or instructional strategy.

As mandated reporters, it is expected that any observation of impropriety will be brought to the attention of the Executive Director as soon as possible; failure to report acts of impropriety may result in disciplinary action, up to and including termination.

Using cell phones and other devices for personal use while supervising students is strictly prohibited without the prior authorizations of school administration. Cell phone use not related to school duties during student contact time is unprofessional and distracts employees from supervising children. See further details below.

Three Rivers Montessori School's success depends on the quality of relationships between all employees and our students, as well as parents and the general public. Our families' impression of the School and their interest and willingness to attend is greatly formed by the people who serve them. Regardless of your position, *you are an ambassador*. The more goodwill you promote, the more our families will respect and appreciate you and TRM. All employees are expected to conduct themselves appropriately and professionally in all interactions.

To create a better learning environment, all employee cell phones must be turned off, or turned to vibrate/silent mode, and stored while on duty. Do not use cell phones in the school hallways. Staff may use their cell phone to call in, and convey, an emergency situation to the office or administration. Cell phones may never be visible when in the presence of children.

To create the best possible learning environment, student cell phones are required to be turned off and stored appropriately during school hours. This includes the duration of the school day and while attending TRM's Pathfinders before/after school care program. Students may not use cell phones in the school hallways. Please enforce this policy with students and ask administration for help when needed.

### **Communication & Parents**

Communication is critical in the education of our students, and maintaining good communication with parents is one of the best ways to earn their support and cooperation in the education of their child. Make plans to keep families informed by opening channels of communication and proactively letting parents and students know how best to communicate with you, their teacher/staff person. Always listen and be responsive to parent feedback and suggestions for improvement.

All communication by teachers and staff must go through formal school provided channels such as school email, school phones, school-parent communication systems such as newsletters, planners, face-to-face at pick-up time and so forth. Build the foundation of your relationship with parents early and often with proactive, meaningful communication. Families should always feel "in the know" regarding their child's health, wellbeing, safety, and learning.

At no time are employees allowed to "friend" a student and communicate through social media or any outside communication tools. If an employee is a friend outside of work with a particular parent, please ensure that all school communication is done consistently through school provided communication channels.

Please keep a log of your communication with parents. Note phone calls, meetings, notes, and all communications regarding academic, social/emotional, and/or disciplinary concerns.

Should a parent prove challenging to work with, please continue to demonstrate professionalism at all times and refrain from engaging in arguments. Educational assistants should always refer parent inquiries, questions, and/or concerns about a child to his/her primary teacher. When situations seem escalated or particularly difficult, please see the Director of Teaching and Learning and/or Executive Director for additional support immediately.

## **Employee Dress Code**

All employees must maintain a professional appearance while at work or representing the School. Therefore, the official dress code for classroom employees is **smart casual**. This means well-fitting, polished business wear with elements of casual attire such as blouses, polo shirts, button-downs, chinos, dress pants, dark-wash jeans, and polished, practical footwear. Dresses, skirts and jumpers (no more than 3 inches above the knee) No ripped/ holes in clothing including jeans, shorts, skirts.

The dress code for operations is **business casual**. This includes, but is not necessarily limited to, suits, pant suits, sport coats, dress slacks, pants, khakis, dress shirt with or without a tie, dresses, skirts and jumpers (no more than 3 inches above the knee), and blouses, shirts, sweaters, or pullovers.

The School prohibits **all employees** from wearing the following items:

- Any clothing that is overly revealing or outlandish so as to cause distraction, including garments that reveal skin or undergarments between the top of pants and the bottom of shirts
  - Body-hugging clothes including leggings (where not covered below the waist), workout or exercise clothing, stirrups, spandex garments, and sweatpants
  - Garments revealing the midriff, or off-the-shoulder garments
  - Dirty, ripped, wrinkled or stained clothing
  - Transparent or tight garments Pajamas (except on designated days)
  - Hoodies and Sweatshirts (Except on TRM Fridays as designated below)
- Short Shorts or Short Skirts
  - Tank Tops with Spaghetti Straps
  - Soiled clothing
  - Any clothing or visible tattoos with images or wording that are offensive, derogatory
- Any clothing that contains advertisements or logo (other than TRM's logo)

Clothes should allow employees to actively engage with students of all ages

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Employees are required to wear any appropriate safety equipment for their assigned tasks, including, but not limited to, safety glasses and steel toed shoes.

Physical Education instructors may wear exercise pants, sweatpants, sweat shirts, shorts, tennis shoes, and other athletic clothing while teaching Physical Education or supervising specific physical education related activities.

Certain duties may have other specific dress requirements (e.g., lab coats, smocks, coveralls).

All employees are required to wear classroom shoes or approved slippers while on TRM property. Approved slippers are close-toed with a closed heel, rubber sole, and solid color. Logos, characters, and decorations such as jewels, feathers, etc., are prohibited.

Employees must similarly wear appropriate shoes for outdoor duties.

Flip-flops are prohibited in and outside of the classroom. Shoes without ankle support are a safety hazard and, accordingly, are prohibited. Teachers and other staff must be able to run in an emergency and, consequently, must wear appropriate footwear allowing them to do so.

TRM has implement Three Rivers Montessori Pride Fridays, where staff are encouraged to wear jeans and TRM branded t-shirts, sweatshirts, hoodies, jackets, or any other TRM branded

Employees failing to meet the dress code may be sent home to change or subject to discipline, up to and including termination. Work time loss due to a dress code violation will not be compensated, and personal leave may not be substituted.

## Responsibilities in Professionalism

The safety of the students is the primary responsibility of all employees. Therefore, employees must always be alert to any safety hazard. Employees must also avoid safety hazards and the appearance of safety hazards, including, but not limited to, poor supervision of children, lack of visual coverage, or general inattentiveness to their needs. This is especially important when outside in open space, on the playground, and anytime you are supervising students off School property. Even when other employees are present, however, an employee cannot assume that the other employee is supervising students and must be vigilant for safety hazards.

Employees have a responsibility toward students to conduct themselves and manage their classrooms to protect students' emotional and physical safety. Staff must treat parents, students, and community members in a respectful, professional, courteous, and nondiscriminatory manner, at all times while working or representing TRM.

You have a responsibility toward the school, its reputation, and its success educationally. You represent the school's mission and aims by your words and performance while acting as an employee of the School. Dedicate yourself to providing the most effective education for the young children in your care.

In order to maintain an atmosphere where these goals can be accomplished, employees must work together to provide a comfortable workplace. Employees must treat their coworkers with respect, courtesy and professionalism.

# Benefits and Compensation

## Employee Benefits

Employees may be eligible for certain employee benefits. Those benefits offered by the School may include, but are not limited to, health insurance and supplemental insurance (e.g., vision, dental, long-term disability, etc.).

Health Insurance is only available to full-time employees. For purposes of this policy, full-time is defined as employees working at least 30 hours a week or, as defined by the School's plan, on the first day of the month following a 30-day waiting period. Benefits enrollment is limited to the Open Enrollment period during August, during the first 30 days of employment, or under a qualifying life event (e.g., the birth of a child, adoption, or loss of insurance). The Open Enrollment period may be communicated by TRM operations or administration, consistent with applicable law.

Benefits extended to School employees are provided at the School's discretion and are subject to change at any time. Additional information regarding available benefits must contact the Office Manager.

## Employment Compensation Classification

There are two classifications for compensation at the School: Exempt and Nonexempt Employees.

**Non-Exempt Employees** are eligible for overtime at time and one-half of the employee's regular rate for time worked more than forty hours (40) in any single workweek, subject to the provisions of the Fair Labor Standards Act ("FLSA"). All overtime must have prior written approval from the Executive Director.

**Exempt Employees** are paid a set salary for any workweek in which the employee performs any work for the School, without regard to the number of days or hours worked, and are not entitled to overtime.

- Exempt Employees will not be paid for any workweek in which they perform no work.
- Generally, deductions related to absences will not be taken from the salary of an Exempt Employee. For example, deductions from an Exempt Employee's salary shall not be made for absences occasioned by the School's decisions, operating requirements, or any time when the Exempt Employee is willing and able to do work, but work is not available. However, to the extent permitted by the FLSA or other applicable law, deductions may be taken from the salary of an Exempt Employee in the following circumstances:
  - The Exempt Employee is absent from work for one or more full days for personal reasons other than sickness or disability;
  - The Exempt Employee is absent from work for one or more full days occasioned by sickness or disability (including work-related accidents), and the deduction is made following the School's plan, policy, or practice of providing compensation for such leave.

- The Exempt Employee is suspended without pay for a violation of a School safety rule or school policy of major significance
- An unpaid disciplinary suspension of one or more full days is imposed in good faith against the Exempt Employee for violating the School's written rules governing conduct
- The Exempt Employee fails to work the entire workweek in the initial or final week of employment with the School

## Overtime Policy

As noted above, all non-exempt employees who work more than 40 hours per week are entitled to overtime pay equal to the time and one-half their regular rate of pay. Overtime must be approved by the Executive Director of Schools, in writing, before the overtime work is performed.

All overtime must be approved in advance by the School's Executive Director. Per the FLSA, overtime only applies to non-exempt/hourly employees.

For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

## Employee Compensation Procedure

All employees are responsible for accurately reporting all hours worked within the Kpay online system. Employees are responsible for reviewing their timesheets, payment stubs, and other payment records to ensure that payment and any deductions are accurate. Any questions or concerns about payment or deductions must be reported to the Executive Director.

## Hours and Breaks

School hours are 7:30 am to 1:45 pm, with student contact hours from 7:05am - 2:05pm on school days. All employees are expected to be on location and ready to begin working for their designated work hours. Regular, prompt attendance is an essential function of all employees' jobs. Unexcused absences and tardiness creates an undue burden on the School and other School employees who may have to perform the work for which you are responsible.

All hourly employees shall receive one (1) fifteen (15) minute rest period during each four (4) consecutive hours of work. Rest periods are part of the paid work shift. The duration of employee breaks is determined by the number of hours worked in a given day. Employees working the following hours typically receive the following break:

- 7 hours or less = no lunch break, one 15-minute break.
- 8 hours = 30-minute paid or unpaid meal break, plus two 15-minute paid breaks.
- Over 9 hours = 60-minute unpaid meal break, plus two 15-minute paid breaks.



An employee shall not be compensated additional wages or time off for not taking a scheduled rest period. Employees choosing/volunteering to work above and beyond their contracted time will not receive additional breaks. Breaks will generally be at the same time each day. In the case of employee absences, break times are subject to change. Break times may also be changed from time to time during the school year. Employees are responsible for starting and ending their breaks on time. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time, or lunch time, including any standard lunch time designated by the School by saving these breaks. Unauthorized extensions of breaks are prohibited and may result in discipline, up to and including immediate dismissal from the School.

## Leave Policy

All employees are expected to make every effort to come to work as scheduled and on time. Employee absenteeism causes hardship for children and co-workers and disrupts the school's harmony. The following outlines the various types of leave available to employees and procedures for requesting time off.

### **Minnesota Parental Leave**

Associates are allowed up to 12 weeks off work unpaid for the purpose of the birth or adoption of a child, or for prenatal care or incapacity due to pregnancy, childbirth or related conditions. Pregnant associates in need of accommodation may discuss these needs with their supervisor. PTO may be used during time away from work.

To be eligible for leave, associates must have been employed for at least 12 months and worked at least half-time for the previous 12 months.

Associates must provide reasonable notice of the need for leave and leave must be taken within 12 months of the birth or adoption. Associates are required to provide certification from their medical provider to support their request for leave or accommodation.

### *Paid Time Off (PTO)*

Paid Time Off (PTO) is an all-purpose time off policy for Salaried and Hourly benefit eligible associates to use for vacation, illness, injury, or personal business. PTO combines traditional vacation and sick leave plans into one flexible, inclusive policy. **This policy complies with with Minnesota's state-wide ESST law.** PTO is payable in the same manner as the regular salary or hourly pay and is subject to the same withholding elections.

PTO begins accrual upon hire, or the start of the academic year, and can be used during the 10 month school year period (first day of staff reporting to the last day of staff reporting). Upon hire, certain employees may be provided a front-loaded amount of PTO which becomes available for use with holidays, or other non-paid days and if this is available it will be outlined in the employee's offer letter. Employees accrue PTO each paycheck via the following:

<u>PTO Annual Benefit:</u>		<u>Per Paycheck Accrual:</u>
Hourly employee	10 days per year	1/2 a Day per Paycheck
10 month employee	20 days per year	1 Day per Paycheck
12 month employee	24 days per year	1 Day per Paycheck

Employees are required to use PTO in increments of 15 minutes. If this amount is not available, upon discretion of management, the remaining amount will be used to cover an absence and any additional time will be unpaid. Salaried employees who take 1 day off will be using 8 hours of PTO time.

Paid time off is paid at your base pay rate at the time of the absence. PTO does not count toward overtime for hourly employees. Employees can carry unused PTO from year to year, but the total amount at any time may not exceed 80 hours. Year-round (12 month) employees may carry over up to 12 days from year to year or 96 hours. No PTO is paid out at the end of employment.

If an employee terminates employment, and is re-hired within 120 days, the employee will have the amount of ESST they had in place at the time of termination reinstated and available for use upon hire.

A day of PTO is based on the number of hours typically worked by the employee. PTO may be used in quarterly hourly increments (15-minute increments). PTO will generally not be approved for more than five (5) consecutive workdays, absent a doctor's note, emergency, or as otherwise approved by the Executive Director. PTO may not be taken on the workday immediately before or immediately after a holiday or other School break.

PTO is accrued and may be carried over between contract periods (See Unused PTO below for more details). However, PTO may only be used during the employee's duty year.

### *Unused PTO*

Employees may carry over any unused PTO as noted below:

- Hourly Employees: up to 80 hours may be carried over to the next year
- 10 Month Employees: up to 80 hours may be carried over to the next year
- 12 Month Employees: up to 96 hours may be carried over to the next year

### *Use of PTO During Breaks*

Subject to the terms of his policy, hourly employees may use PTO to receive pay for non-student contact days occurring between September 5th to June 5th in any school year. The following are non-student contact days for which PTO may be used in this manner:

2023-2024 School Year Working and Non-working Dates:

#### **Hourly Staff Non-Work Dates:**

- October 13th- Teacher Workshop
- October 18th-20th - Teacher Workshop + Conferences
- November 22nd-24th - Fall Break
- December 4th, Teacher Workshop
- December 22nd-Jan 1st - Winter Break
- January 26th- Teacher Workshop

- March 8th - Teacher Workshop
- March 15th -Daytime Conferences
- March 25th-29th- Spring Break
- May 26th - Teacher Workshop

**All staff work days, (including hourly staff) for non-student contact days:**

- November 13th
- February 2nd
- April 5th
- June 5th

*How to Request PTO For Planned/Scheduled Absences*

- PTO planned/scheduled requests must be submitted as soon as possible and not later than one week (7 days) before the requested day of leave. See How to Call In for unplanned requests.
- Advance requests for time off should be entered into the Kpay system, where the Executive Director will review and respond.
- The Executive Director may approve or deny any request for planned/scheduled PTO based on the needs of the School and its operations. Factors considered when reviewing requests for PTO may include, but are not limited to, the number of other employees already utilizing PTO for the date(s) requested and the needs of the class or program in which the employee(s) seeking PTO is assigned.
- PTO is granted on a first-come basis. Your request will likely be denied if someone in your area is already scheduled to be out.
- The School has sole discretion to grant or deny requests for leave based on operational needs, subject to applicable laws (see below) and other applicable School policies.
- If someone is already scheduled to be out on the day you want to take off, please try to choose another day.
- PTO requests must be filled out within the Kpay system, including the area for the designated substitute(s) to cover your shift.

*Time Off Calendar*

All employees can view the TRM Time Off Google Calendar and are expected to review it when requesting time off. If there are three (3) or more employees marked as “OFF,” your request will likely be denied; this calendar will show all employees who have requested a planned PTO as “OFF” and all employees who have called in as “CALL IN”. Staff that are at a professional development will be marked as “PD”. Administration will update this calendar in real-time as requests come in. This calendar can be easily viewed HERE.

*How to Call In*

In the case of absence for illness or emergency outside of school hours, employees must complete the following steps:

1. Email the [trmtimeoff@threeriveremontessori.org](mailto:trmtimeoff@threeriveremontessori.org) email as soon as possible.
2. Call the school and leave a message on the school’s attendance line.
3. EA’s and Paras should notify the teacher(s) you work with about your absence.

## Sick and Safe Time Leave

State and local laws also provide earned sick and safe time, which allows PTO to be provided to an employee for the following reasons:

- An absence resulting from an employee's own mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
  - *Family member is defined as including children (adopted, adult, foster and step-children, child-in-law), parents, parents-in-law, step-parents, foster parent, spouses, registered domestic partners, grandchildren, foster grandchildren, step-grandchild, grandparents, step-grandparent, siblings, step-sibling, sibling in-law, wards, niece, nephew, a sibling of the parents of an employee, any child to whom the employee stand(s) in place of a parent, any parent who stood in place of a parent for the employee, other individuals related by blood or affinity, including any of the family members listed above for an employee's spouse or registered domestic partner, and up to one individual annually designated by the employee.*
- An absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
  - Obtain services from a victim-services organization;
  - Obtain psychological or other counseling;
  - Seek relocation due to domestic abuse, sexual assault, or stalking; or
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.
- When determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.
- The closure of the employee's place of business by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency.
- To accommodate the employee's need to care for a family member whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency.
- To accommodate the employee's need to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected closure.
- Absence due to business closure for the employee or for a family member's schools, day care closure due to weather or a public emergency.

When an employee is taking unplanned/unscheduled PTO, they are required to complete a PTO request in Kpay and indicate the specific applicable reason for taking the time away from work in the notes section. The Kpay request can be done prior to taking time away, but no later than 24 hours upon return from time away from work. The school may require documentation if an employee misses more than three

consecutive days of work or if abuse or misuse of time off is suspected. The employee has 14 calendar days to provide the company with written documentation if it is requested. If the employee or family member did not receive services from a health care provider, then they may provide a written statement/affidavit indicating the employee is using PTO for an SST qualifying purpose.

The Company shall not take any adverse employment action or in any other manner discriminate against an associate because of use of earned sick and safe time. When an employee returns to work from using PTO for an ESSL qualifying reason, the associate is entitled to return to employment at the same pay, plus any automatic adjustments that occurred during the leave, and to retain all accrued pre-leave benefits and seniority. The company shall not retaliate in any way if an associate files a complaint or action to enforce a right to use earned sick and safe time. Any employee may file a complaint with the State of Minnesota Department of Labor and Industry at [dli.laborstandards@state.mn.us](mailto:dli.laborstandards@state.mn.us), 651-284-5075 or 800-342-5354.

### **Safe and Sick Time for Part-Time Employees – Effective 1/1/24**

Part-time employees (hourly or salaried) will be provided a pro-rated amount of SST based on the number of hours worked. However, a minimum of one (1) hour of ESST/PTO is provided for every 30 hours worked. Employees shall be entitled to use SST upon the start of their employment as accrued.

Many of the details for use and scheduling of SST use the PTO policy and definitions above.

### *Additional Notes on Leave*

**Except as required by law, no personal leave will be granted during the first six weeks or the last two weeks of the school year.** These six weeks begin on the first day an employee reports back to TRM and include the first two weeks of teacher workshop for Educational Assistants and Paraprofessionals; your first six (6) weeks begin the first day you report to the building.

Except as required by law, during the first six (6) weeks and last two (2) weeks of school, leave will only be granted for emergencies or illnesses verified by a doctor's note and are at the sole discretion of the Executive Director.

Missed hours during the regularly contracted workday when students are present cannot be made up by coming in early or working late.

### *Bereavement*

In the event of the death of an immediate family member, employees will be allowed three (3) days of paid leave.

- For purposes of this policy, immediate family members are defined as spouses, parents, parents of spouse, children, siblings, grandparents, step-parents, step-children, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

In the event of the death of a non-immediate family member, employees will be granted one (1) day of paid leave.

- Non-immediate family members are defined as any individual not included in

the aforementioned list.

Up to a total of 16 hours of PTO may be used as additional bereavement leave at the discretion of the Executive Director.

### *Family and Medical Leave*

Eligible employees, as determined by the Executive Director or designee, may be entitled to take unpaid leave pursuant to the Family and Medical Leave Act ("FMLA") for the purposes described in 29 U.S.C. § 2612 (as amended). All such leave, including the responsibilities of the School and its employees related to such leave, is subject to the conditions prescribed in the FMLA and the Department of Labor's regulations implementing the FMLA.

For additional information regarding FMLA leave, including the circumstances in which such leave may be taken, employees should consult the posted notices. In addition, as permitted by the FMLA, the School places the following restrictions on eligible employees' use of FMLA leave:

1. The School has designated a "rolling" twelve (12) month period for purposes of determining employees' entitlement to FMLA leave. The "rolling" twelve (12) month period is measured backward from the date the employee uses any FMLA leave.
  
2. Eligible spouses employed by the School are permitted to take a combined total of twelve (12) work weeks of FMLA leave during a single twelve (12) month period if the FMLA is: (1) due to the birth of a son or daughter of the employees; (2) due to the placement of a son or daughter with the employees for adoption or foster care; or (3) in order to care for a parent of the eligible employee.
  
3. Employees who request leave under this policy based on: (1) their own serious health condition; (2) to care for a parent, spouse, or child's serious health condition; or (3) military caregiver leave, are required to submit a completed medical certification that complies with the requirements of the FMLA. Medical certification forms are available from Human Resources. The School reserves the right to request a second opinion, at the expense of the School, to the extent permitted by the FMLA. If the results of the employee's certification differs from the results of the School's certification, the School may obtain a third opinion at the School expense. The School also reserves the right to require periodic recertification, to the extent allowed by the FMLA and to contact the certifying medical provider to authenticate or clarify the medical certification in lieu of seeking a second opinion. Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency, if leave is requested for that purpose.

4. Except in emergency situations, the employee is required to provide written notice of the need to take leave to his or her immediate supervisor not less than thirty (30) days before the date the leave is scheduled to begin. If the leave is to begin in less than thirty (30) days, the employee shall provide such written notice as soon as practicable.
5. Employees are required to use all accrued PTO and any other accrued paid leave concurrently with leave provided under the FMLA. The combined paid and unpaid leave cannot exceed the applicable twelve (12) week or twenty-six (26) week maximum FMLA leave time. FMLA leave may run concurrently with a worker's compensation absence if the on-the-job injury or illness also qualifies as a serious health condition under the FMLA.
6. Subject to the terms, conditions, and limitations of applicable plans, eligible employees are entitled under the FMLA to the same health insurance benefits provided by the School while on FMLA leave to the same extent as if the employee were not on FMLA leave. Employees who contribute toward their healthcare coverage must continue to make that contribution while on leave, either through payroll deduction (if using paid leave) or by personal check (if using unpaid leave). If the employee fails to return to work after taking family or medical leave, the School may recover the premiums paid by the School for group health and life insurance unless the serious health condition of the spouse, child, parent or employee continues or for other circumstances beyond the control of the employee.
7. PTO will not be earned during a period of unpaid FMLA leave. FMLA leave, whether paid or unpaid, will not constitute a break in service for purposes of computing years of service.
8. The School requires a medical certificate attesting to the employee's fitness for duty prior to the employee being allowed to return to work. The fitness for duty report must be based on the particular health condition(s) for which the leave was approved and must address whether the employee can perform the essential functions of the job. The Executive Director or designee may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the Americans with Disabilities Act. If a fitness for duty certification is required, the School may deny reinstatement until it is provided.
9. Records of FMLA leave will be kept along with normal personnel records except that any medical record(s) will be maintained separately in accordance with applicable laws.

## SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education

assistants.

To the extent permitted by the FMLA, instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment;  
or
2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

To the extent permitted by the FMLA, instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
  
2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
  
3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school-district may require the employee to continue taking leave until the end of the semester.

The entire period of leave taken under the special rules will be counted as leave. Three Rivers Montessori will continue to fulfill the school's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

### *Jury Duty*

Any employee who is required to serve as a juror shall be granted a leave of absence with pay while serving in such capacity. An employee cannot receive more than the employee's normal take-home pay as a result of any employer pay supplemented to Jury Duty pay. Jury duty pay must be remitted to the School. When employees are excused from jury duty during their regular working hours, they are expected to return to work if practicable. If a holiday occurs during jury duty, the employee shall be paid for the holiday.

Insurance benefits will remain in effect for the full term of jury duty leave. Employees must continue to make employee contributions for any insurance that requires



payment on their part.

PTO shall continue to accrue during the period of leave. Benefits will continue to accrue as though the employee were actively at work. Crime Victims and Witness Leave

TRM will allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, reasonable time off from work to attend criminal proceedings related to the victim's case. In addition, TRM will allow a victim of a violent crime, as well as the victim's spouse or immediate family members, reasonable time off from work to attend criminal proceedings related to the victim's case.

TRM will not discharge, discipline, threaten, otherwise discriminate against, or penalize an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment, because the employee took reasonable time off from work to attend a criminal proceeding pursuant to this policy.

An employee who is absent from the workplace pursuant to this policy shall give 48 hours' advance notice unless impracticable or an emergency prevents the employee from doing so. Upon request the employee shall provide verification that supports the reason for being absent from the workplace. Employees may use their PTO or take unpaid time if no PTO is available.

### **Time off For School Related Functions**

In accordance with Minnesota law, unpaid time off, up to a maximum of sixteen (16) hours annually, is available to all associates who have worked at least one-half time for the previous twelve (12) months, for attendance at school conferences, classroom activities and preschool activities which cannot be scheduled during non-working hours.

### *Voting*

The School encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. The School, therefore, requests that employees schedule their voting for before or after their work shift. However, an employee who expects a conflict should notify their supervisor in advance so that schedules can be adjusted if necessary. Employees must do their best to coordinate the absence to minimize operational disruption. **There is no pay deduction for exercising the right to vote according to this policy.**

## **Military Service Leave**

Employees shall be entitled to leave without pay for military service, including training in the National Guard, consistent with the Uniformed Services Employment and Re-employment Rights Act of 1994 ("USERRA") (as amended) and Minnesota law, including, but not limited to, Minnesota Statutes, chapter 192 (as amended).

Employees may be entitled to leave of absence with pay for military service, including training in the National Guard or Reserves, in accordance with the USERRA or Minnesota law, including, but not limited to, Minnesota Statutes, Chapter 192, as amended.

## *Workers Compensation/Injuries at Work*

The School utilizes a comprehensive worker's compensation insurance program at no cost to its employees. Subject to applicable legal requirements, worker's compensation insurance may provide benefits after a waiting period or, if hospitalized, may provide immediate benefits.

In the event of an injury or illness at work, however minor it may appear at the time, the supervisor must be notified, and an incident report must be filed within 24 hours.

When an on-the-job injury or occupational illness causes an employee to seek medical attention or lose time from work, the employee must notify their supervisor so that, if appropriate, a claim for workers' compensation benefits can be filed.

When applicable, the School will pursue return-to-work programs that enable an employee to return to modified duty assignments. Workers' compensation may run concurrently with a medical leave if necessary. Employees must return to work unless the doctor states that the employee is unable to work. Absences due to work-related injuries where the employee does not provide the necessary physician

documentation may count against an employee's attendance. Medical appointments for work-comp injuries and follow-up by physicians or other medical providers which the employee skips, misses, or chooses not to attend may be counted against the employee's attendance.

## *Policy for Lactating Employees*

Consistent with Minnesota Statutes, and other applicable law, nursing employees will be provided paid break times each day to express milk for an infant child. The break times must, if possible, run concurrently with the employee's break time provided under School policy. The school will make reasonable efforts to provide a designated room, other than a bathroom or toilet stall, that is shielded from view, free from intrusion from coworkers and the public, and is in compliance with all other applicable laws for this purpose.

This time is paid.

For questions related to this policy, please contact your supervisor or human resources.

## *Holidays*

- **Salaried Employees** - TRM is closed on several holidays throughout the year. These holidays are non-workdays. If the dates fall within a salaried employee's normal pay week, they are considered paid time for salaried staff. Holiday pay is not extra or over and above regular salary.
- **Hourly employees** - Hourly Employees who work 30 hours weekly, receive paid holidays in the amount of eight (8) hours or their regularly scheduled shift for each of the following holidays that occur during the school year.

### *Holiday Schedule*

New Year's Day (Observed on January 2, 2023)  
Martin Luther King Jr Day  
Presidents Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve (Observed on December 22, 2023)  
Christmas Day (Observed on December 26, 2023)

## **Staff Expectations**

### Security Reminders

#### *Employee Access*

- Teachers are welcome to use the building on weeknights or weekends for School purposes only, provided that they turn off lights, ensure doors are locked behind them, care for equipment properly, and otherwise comply with all other applicable School policies and procedures when doing so.
- Employees must track their building key fob and classroom keys. If either is lost, stolen, or damaged, an employee must report the loss, theft, or damage to school administration immediately.
- Employees must not share or permit anyone else to use their assigned school keys, fobs, passwords.
- Employees must not allow any person other than an authorized School employee to access the School, except in accordance with the School's visitor policy and applicable visitor or volunteer requirements and procedures.
- To request access to the building beyond regular hours, an employee must contact school administration.

#### *Building Security*

- All doors are to remain locked throughout the school day; use of locking magnetic strips is required
- TRM provides all employees with an identification badge. All employees must wear their badges in a visible location on School property, field trips Going Outs, other School events, and while otherwise acting as an employee or representative of the School
- Each staff member has an obligation to stop strangers in the building and escort strangers to the front desk or other location authorized by policy. No visitor is permitted to remain unsupervised in the school. Visitors must wear a visitors nametag; if an employee sees an unidentified person in the building, who is not wearing a visitors nametag, the employee must escort them to the front desk to check in and receive a visitors nametag
- All students arriving at school after 7:25 am must report to the front and check in with the front desk
- All students who leave during the school day must be checked out through the front office; students will be requested to come to the front desk, or a staff member will retrieve them.
- If a parent comes directly to your room, send them to the front desk for

check-out. Under no circumstances may any employee dismiss a student without following the School's checkout procedures.

## Office Hours

- The main office is generally open Monday - Friday 6:30 am-3:00 pm.

## Personal Property

TRM does not assume responsibility for the loss or theft of employees' personal property. Employees are required to take all adequate and reasonable precautions to safeguard their personal property. Articles lost or found on the School's premises should be reported or given to administration immediately.

Due to the liability guidelines of our insurance carrier, the School does not accept responsibility for any personal property brought to School facilities/events or kept in classrooms. If any personal equipment or items are delivered or kept on premises, you are solely responsible for the security of your own personal property and assume all risks associated with delivering the personal property to the School or keeping the personal property in the School facility.

All personal items kept in the School or used in a classroom must be clearly marked. Items brought from home are not the responsibility of the School. If an employee separates from employment and wishes to leave personal items brought in, please discuss this with school administration.

## School Closings and Delays

TRM will typically follow ISD 728 Elk River Public Schools for school closings and delays due to emergencies or inclement weather. TRM may, however, deviate from ISD 728's decision to close, delay, or close early, at the sole discretion of the Executive Director.

### **It is the employee's responsibility to check the School's operating status.**

Employees must use good personal judgment to protect their own safety when deciding whether to come to work. Employees who feel that it is unsafe to come to work due to inclement weather may choose to stay home following the School's usual call in procedures. Standard leave policies still apply. Employees must report their absences between 6:00 and 6:30 am and will be charged a day of leave or will not receive compensation for that day, as applicable.

If the School opens late or closes early, the start time for employees will be determined by our opening and closing times. For example, if the School has a two-hour delay, we will open at 9:05 am for all students. If the School closes two hours early, the pick-up time for all children is 11:45 am. All employees must report no later than 15 minutes before opening.

School closings and delays are generally announced on the school website, the school voicemail, and school social media accounts. Additionally, we utilize JMC to

send out text message blasts along with email communications. TRM partners with WCCO Channel 4 to announce any change in school operating status as well. Every

teacher is automatically assigned in JMC. All employees may choose to opt-out of either program. Please note that standard text messaging rates apply from your carrier and the School is not responsible for any additional fees you may incur. Again, it is the employee's responsibility to verify the school's operating status during inclement weather.

If the School must close (or open) outside of ISD 728 Elk River Public Schools (e.g., if the power was out in the School's building or do to other emergency situation), Administration will make all attempts to report it to news stations, as well as leave status messages on the School's voicemail and website.

If the school is closed more than three (3) days in a single school year, non-exempt employees will not be paid for these days unless they are made up over holidays or at the end of the school year.

## Staff Attendance

### *Attendance Teachers (Licensed Staff and salaried FT employees)*

When planning for an absence, enter the absence as soon as possible into Kpay along with details of the absence. If you require a substitute, please ensure you have followed all expectations as outlined in the leave policy.

- Prior approval is required for *professional development (PD)* absences. If the absence is due to a PD, the teacher will be responsible for coming back to the building if a substitute is not available. Please work with administration to request a substitute with enough time in advance of the PD.
- Licensed Staff and salaried FT employees are expected to attend two evening Open House events and provide two evening conferences

### *Attendance Para's/EAs and Hourly Staff*

#### Absences

When you know you will be absent, please report your absence in Kpay as soon as possible as this supports planning.

- In addition to reporting your absence to administration, it is best practice to inform any teachers you work with throughout the day that you will be absent so that they can prepare for any necessary changes.
- Prepare an updated schedule detailing groups of students you support, interventions and plans for each group/student you support, and recess/lunch duties with clear expectations.

#### Tardy

If a staff member is going to be late, they are expected to call the main office (763) 595-1213, and email [trmtimeoff@threeriversmontessori.org](mailto:trmtimeoff@threeriversmontessori.org). This supports any changes to the coverage needed throughout the building. Hourly staff will clock in via Kpay when they arrive at TRM. An employee is tardy when they arrive late for their scheduled start time based on the timeclock record. 5 minutes is grace period.

All staff must sign in and out at the front desk any time they leave or return to school grounds during their scheduled work day. Please include your destination (general destination is acceptable) as a courtesy to office staff who may need to contact you.

The requirement to sign in and out includes:

- Arriving Late
- Leaving Early
- Leaving and Returning during the day.

## Student Attendance Procedures

We must take students' attendance every day using JMC. Student attendance should be completed between 7:30 am - 8:00 am. Attendance must be submitted no later than 8:15 am. Many times teachers may be asked to verify an absence either for truancy, hearings or for the parent who is sure they were in school on a day we marked them absent. If you get a call or a note from a parent, you must notify the Director of Operations immediately.

- Employees must accurately complete their attendance submissions, as the School relies on such submissions, including when sending attendance reminders to families.

### *Staff Attendance at School Events*

Licensed Staff and salaried FT employees are required to work two evening Open House events and two evening conference times each school year. All staff may be required to attend other meetings outside of the regular school day or regularly assigned work hours, including legally required meetings, such as IEP team meetings, as directed by administration.

### *Children of Staff Members*

Three Rivers Montessori recognizes that we have many staff members who enroll their children at our school, and they may be present on school grounds at various times in their role as students of the School. Except for students enrolled in the School or one of the supervision programs described herein, employees are not permitted to bring their children, dependents, or other individuals under their care to work. Except as provided herein, all employees must make arrangements for care of their children, dependents, and other individuals under their care during any time the employee is on duty. Staff must make efforts to minimize disruption for all staff and students working and learning in the building throughout the year.

Staff may enroll their children in the Pathfinders Childcare program during regular work hours and subject to all applicable requirements, policies, and guidelines governing that program.

Staff members who bring their child(ren) to School when volunteering their time or otherwise outside of work hours must supervise their children at all times while doing so.

**At no time can a staff member leave their child(ren) unsupervised** in the hallways, common spaces, classrooms, office spaces, or any other part of the School facility. Staff members must not ask or expect another staff member working on TRM time to supervise their child(ren), other than employees assigned to the Pathfinders Childcare Program during the regular operating hours of that program.

Staff must never allow their children to access their keys, , identification badge, School computer or equipment, or School files or data.

# Emergency Procedures

## Crisis Team Duties

Executive Director and Admin Designee (Director of Teaching and Learning, Director of Operations, or SPED Coordinator)

- Point person for staff and parents
- Arrange for staff coverage if needed
- Coordinates efforts with emergency services if called
- Completes necessary reports and documentation
- Oversees emergency procedures manual
- Checks building and supports with any alarms
- Prepares letter and attachment for parents/caregivers then hands off to Executive Director for signature and approval
- Arranges for distribution of materials to go home
- Assesses the impact of crisis and debriefing needed for students and staff
- Prepares and distributes classroom debriefing materials
- Arranges for additional classroom debriefing facilitators if needed

During an emergency (ex. Severe weather, lockdown, etc.) it is important to act as quickly as possible. The following staff are members of our crisis management team. Directions given by these members during an emergency must be followed as they know the process.

- Executive Director
- Director of Teaching and Learning
- Director of Operations
- SPED Coordinator
- School Social Worker

## Mandated Reporting

All School employees are mandatory reporters for purposes of Minnesota law regarding maltreatment of minors and applicable School policy. All School employees are required to report actual or suspected maltreatment of minors in accordance with Minnesota Statutes, chapter 260E (as amended), other applicable law, and applicable School policy.

In accordance with Minnesota Statutes, section 260E.09 (as amended), an employee who is required to make a mandated report must do so , to the responsible agency **verbally within 24 hours** and provide a **written report within 72 hours** (excluding holidays and weekends). A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.

*Definitions (not all inclusive):*

- **Physical Abuse:** Physical abuse is when a parent, guardian, or other person responsible for the child’s care hurts a child causing any physical injury, other than by accident (this includes school staff)
- **Sexual Abuse:** Child sexual abuse is sexual conduct with a child by a person responsible for the child’s care, or by a person who has a significant relationship to the child (this includes school staff)
- **Emotional Abuse:** This kind of abuse is the consistent or deliberate infliction of mental harm on a child by a person responsible for the child’s care, that results in observable, sustained adverse effect on the child’s physical, mental, or emotional development
- **Neglect:** With neglect, the most common form of maltreatment, the harm results from what the parent or caretaker fails to do to provide a child with needed care and protection; usually this is the failure to: supply the child with necessary food, clothing, shelter, medical or mental health care or appropriate supervision and/or to protect the child from conditions or actions that endanger the child

## Who to Report to:

As government employees, we are occasionally put in the position to make a mandatory report to the county if we are informed of potential child abuse or neglect.

- The person who hears/sees the information is who makes the report. Your name is kept confidential.
- Anyone who reports in good faith is immune from any civil or criminal liability, and the reporter’s name is confidential, accessible only by a court order.
- You are required to report even if you only suspect there might be abuse or neglect. This is not limited to outside of the school. If you witness any form of impropriety or maltreatment while on TRM property, you are also required to

report to the Executive Director, who may or may not advise you to also report to the County; ultimately, that decision will be up to you.

## Helpful Information

The following information should be helpful to you if you need to contact the County.

<b>Immediate Danger Contact</b>	
<p>If you know or suspect that a child is in immediate danger (such as recent sexual assault or serious physical assault) or a child is abandoned, contact law enforcement (911) or the local police/Sheriff’s department.</p>	<p>Elk River Police Department:  (763) 635-1260  Sherburne County Sheriff's Office:  (763) 765-3800  ***Or appropriate Sheriff's office if in a neighboring county***</p>
<b>No Immediate Danger Contact</b>	



**Child Intake Line**

If you are unsure if you should make a report, call the intake line. Child protection staff can help you decide if a report should be made based on the information you provide. Call the county the child resides in.

Call: 763-765-4000 for Sherburne County  
 Call: 612-348-3552 for Hennepin County  
 Call: 763-682-7449 for Wright County  
 Call: 763-324-1440 for Anoka County

**Verbal Report (Sherburne County)**

Verbal reporting during business hours:  
 8:00 am - 4:30 pm.

Call: 763-765-4000 and you may complete the [online form](#)

Verbal reports must be done within 24 hours of suspected abuse.

<https://www.co.sherburne.mn.us/FormCenter/Health-Human-Services-8/Suspected-Child-Maltreatment-Report-79>

\*You must always follow up a verbal report with a written report (Sometimes, it helps to document the written report and then call with the verbal report for accuracy of details, keep in mind if you do this all must be done within 24 hours)

**Written Report**

[Suspected Abuse/Neglect Report](#)

\*Must be done within 72 hours of initial

<https://www.co.sherburne.mn.us/FormCenter/Health-Human-Services-8/Suspected-Child-Maltreatment-Report-79>

report, or in combination with initial report

<https://www.co.sherburne.mn.us/FormCenter/Health-Human-Services-8/Suspected-Child-Maltreatment-Report-79>

**After Hours**

Verbal reporting after business hours:

Call: 763-765-4000 for Sherburne County  
 Call: 612-348-3552 for Hennepin County  
 Call: 763-682-7449 for Wright County

You will be routed to the appropriate location, typically the Sherburne County

Sheriff's dispatch	Call: 763-324-1440 for Anoka County
<b>Sherburne County Child Protection</b> Website:	<a href="https://www.co.sherburne.mn.us/500/Reporting-Abuse">https://www.co.sherburne.mn.us/500/Reporting-Abuse</a>  <b>Physical Address</b> 13880 Business Center Drive NW Suite 100 Elk River, MN 55330
<b>Hennepin County Child Protection</b> Website:	<a href="https://www.hennepin.us/childprotection">https://www.hennepin.us/childprotection</a>  <b>Physical Address</b> 525 Portland Ave S Minneapolis, MN 55415
<b>Wright County Child Protection</b> Website:	<a href="https://www.co.wright.mn.us/383/Child-Protection">https://www.co.wright.mn.us/383/Child-Protection</a>  <b>Physical Address</b> 3650 Braddock Avenue NE Suite 2100 Buffalo, MN 55313
<b>Anoka County Child Protection</b> Website:	<a href="https://www.anokacountymn.gov/3099/Child-Protection-Child-Abuse">https://www.anokacountymn.gov/3099/Child-Protection-Child-Abuse</a>  <b>Physical Address</b> 2100 3rd Ave., Suite 500 Anoka, MN 55303
If you have questions you can always connect with our School Social Worker	Rebecca Tripp rebecca.tripp@threeriversmontessori.org

While it is best practice to notify the Executive Director about actual or suspected maltreatment, ultimately it is up to each individual employee to determine if a report should be made.

## Health Referrals & School Nurse

Contracted School Nurse - Karla Ross  
Navigate Care Consulting.

The Director of Operations serves as the health care aide on staff at TRM.

## Minor Health Concerns

All minor health concerns that do not require a student to go home should be handled in the classroom. Further, all incidents should be reported to the school nurse via the front office.

# Intermediate Health Concerns

Students should be sent to the front desk if:

- The student needs prescription medications administered, needs to be sent home early due to injury or illness; or has more significant medical conditions that cannot be addressed by a teacher or other classroom staff, including, but not limited to:
  - Fever
  - Vomiting
  - Diarrhea
  - A serious medical injury requiring medical support outside the school (e.g., they need to go to the hospital or urgent care)
  - Bleeding that cannot be stopped by routine application of a bandage from the classroom's first aid kit, if any.

If sending students to the front desk, a staff member must escort the student or provide them with a pass.

All classrooms will be equipped with basic first aid supplies such as band-aids, ice packs, compresses, and other basic medical materials to aid in the event of any injury sustained while on school grounds. Classroom staff are responsible for monitoring the status of the first aid supplies and must report a need for new supplies to the Executive Director or designee in a timely manner to ensure that the School is able to purchase replacement supplies.

All medication must be administered in accordance with applicable School policy. NO medication can be administered to any student unless expressly authorized by the Executive Director in collaboration with a family's consent and medical documentation of necessity; this includes over-the-counter medication.

**Do not touch blood or bodily fluids.** Call or radio the front office to assist with clean up of any bodily fluids and keep students away from the incident. Follow all Bloodborne Pathogen safety requirements.

- redirection to help the child acquire independence

## Communication Policies & Social Media Guidelines

### Data Privacy

All data collected, maintained, or created by any employee of the School because of their employment with the School or a student's status as a student of the School is subject to the MGDPA, the FERPA, and/or other applicable law regardless of where that data is created, collected, stored, or maintained. Employees must not disclose any such data, except as specifically authorized by applicable law. This includes employees' own social media and other private communications.

Any communication regarding students, families, or fellow employees must be held in private and secure locations and never be discussed in open and common areas. Employees must be mindful of data privacy considerations when meeting with families. **Employees may never use the name(s) of other students involved in incidents or reports to families, written or verbal.** In addition, employees cannot disclose information about student behavior, consequences, grades, or other information about students except to the student themselves and that student's parent(s) or guardian(s), except authorized by law.

In addition, only employees of the School whose jobs reasonably require access to data are permitted to obtain private data, including private educational data on students. Disclosing non-public data, private data, confidential data, or student records to another staff member who is not authorized to access such data or information for the sake of curiosity, gossip, or other reasons not directly related to work duties is prohibited and may result in discipline, up to and including immediate termination. Information meant for multiple employees will be disseminated from the administration to the employees whose jobs require access to such data. Child-specific information, including student work samples, data, or documentation. These must never be posted in common areas, left unattended in the classroom, office, or common space, or shared with anyone who does not work directly with the student and has an immediate need of the information to complete their work with the student.

Do not gossip about children or their families. Requests for access to a child's file must be referred to School administration.

## Student Records

Employees must take precautions to maintain the security of private data, including educational data on students. Administration will shred any items that have student or staff names, IDs, or any other confidential information, consistent with applicable law, policy, and the needs of the School.

Items that contain the following must be disposed of securely using the School's shredding bins when authorized by law and policy:

- Student Names
- Staff Names
- ID information
- IEP
- Medical Information
- Student Emergency forms
- Special Education (SpEd) memos
- Social Worker memos
- Student Data
- Staff Data

Do not place sensitive materials in your blue recycling bin or trash container as we contract our janitorial services and these bins are also emptied into a public dumpster outside.

## Social Media

Three Rivers Montessori has a school Facebook page that is managed by the Executive Director or designee. This Facebook page is named: *Three Rivers Montessori Public Charter School*. Only the Executive Director or designee can post to any TRM associated social media page website, new media, or otherwise make statements on behalf of the School. You may or may not have your personal social media accounts linked to TRM. **It is important to remember that you represent the school** if you are interacting with any social media page referencing TRM. Under no circumstances can student photos or private, non-public, or confidential data or information be posted on any employee's personal social media account. Employees must not represent that they are speaking or acting on behalf of the School or presenting any interests of the School unless they have been specifically delegated the authority to do so, in writing, by the Executive Director. The school also partners with the parent Facebook page called: *Three Rivers Montessori Connect and Inform*. This page is moderated by a TRM board member and collaborates with school administration in an official capacity. No other parent page is associated or connected with Three Rivers Montessori.

Carefully read the policy below, and the School's other policies (including the School's Anti-Harassment/Non Discrimination Policy). Content that violates existing School policies that exhibits hate, bias, discrimination, libelous, or otherwise defamatory content will not be tolerated.

### *Additional Information on Personal Social Media Accounts*

The School recognizes that its employees use social media. Be aware that regardless of personal privacy settings or access allowances, social media is public and likely viewable by other individuals and organizations that have not been directly authorized by you. Posting photos of TRM'S students or personnel, or other private, nonpublic, or confidential data is strictly prohibited. **Any violation of this policy will result in discipline, up to and including immediate dismissal.**

Staff must not use social media while on work time or on equipment the School provides unless it is work-related as authorized by the Executive Director or designee, consistent with School policy. Staff must not use School email addresses to register on social networks, blogs, or other online tools utilized for personal use. Additionally, employees are prohibited from "friending" or adding students on social media sites like Facebook, as well as social media apps like Instagram, Snapchat, etc. or otherwise communicating with students in a peer-to-peer manner, whether using social media or otherwise. Further, staff must not initiate or accept social media "friend" requests from current or former students under the age of 18. Employees are prohibited from "friending" parents of current or prospective students due to the inherent conflicts of interest that may arise. **TRM employees are prohibited from using their personal devices to communicate with any student, including via text message, transmit any data regarding any student to any other individual, or otherwise communicate regarding a student.**

## School Technology

TRM provides employees with various technological devices to assist in the duties of

their jobs, e.g., record keeping, parent communication, photography, research, safety, supervision, etc. These devices may include but are not limited to, computers, iPads, cameras, cell phones, etc. The School prohibits using these devices for any purposes other than those expressly authorized by the School.

All employees must use these resources in a professional, ethical, and lawful manner. All devices provided by the School are property of the School and cannot under any circumstances be removed from School property, except as authorized by the Executive Director, except for laptop computers issued to teachers, who may take such computers home during the school year for planning purposes.

School employee technology is intended for use by employees only. Any use of employee technology by anyone other than the employee, including use by an employee's family member(s) is prohibited.

Employees have no right to or expectation of privacy concerning their use of the School's devices, e-mail accounts, voicemail boxes, or other data and electronic systems provided by the School. In addition, the School has the right to monitor, inspect, review, or access all forms of information created using the School's resources (or otherwise transmitted to or through the School's computers), including email and voicemail (even information that has been deleted, erased and/or destroyed), at any time, with or without notice to the employee.

Students should be limited to technology issued by the school. No personal devices are allowed to be out during the school day. This includes cell phones, tablets, video game systems, etc. If a parent wishes to contact a student during the day, they are to call the front office, and communication efforts will be coordinated from there.

## Photography & Recording of Students

Employees of the School are prohibited from taking photographs of children on personal recording and picture-taking devices, including personal cell phones. Pictures and videos may only be taken on school devices, for School purposes.

Parents may provide the School with a release to photograph their child. Employees will be notified of any children who may not be photographed, videotaped, or posted on school social media. Please note releases may also include families who do not wish to have any personal information shared, which includes written information about their child, and which may affect classroom newsletters or classroom SeeSaw and other digital communication platforms. The signed release completed by families covers all video and photography for the entire year. If a staff member has any question or concern about whether information about a particular student or group of students may be released, the staff member must contact the Executive Director or designee before releasing such information.

## Other

### Footwear

All staff and students must have footwear on at all times while on TRM property. This can include shoes, sandals, boots, or slippers.

## Copier Use

The copier is an essential tool to ensure staff has what they need each day. It is also important that the copier has security given its open location in the building. Copier codes must be used. Each employee will be assigned a copier code to use and will need to enter their copier code to access the copier and its functions. You are to maintain and use your copier code. Copier codes must not be shared with anyone, including other staff members and non-staff members. Contracted staff will be provided with their own copier code(s) as necessary. Students are not to use or access the copier at any time.

TRM staff and identified contracted staff working on TRM property are the only ones who are permitted to use the copier. If a guest needs a copy or something printed, they must obtain assistance from the Office Manager or Executive Assistant.

## Pledge of Allegiance

State law requires that all public school students shall recite the pledge of allegiance to the flag of the United States of America one or more times each week. The law also allows any student or teacher to elect to not participate for personal reasons, and students must respect another person's right to make that choice. TRM does not currently have a PA system for announcements and therefore the pledge of allegiance will be facilitated by each individual teacher (or designated individual if the teacher abstains) every Monday morning upon the start of class.

## Bathroom, Hallways & Shared Space Procedures

TRM is a community of learners. We take pride in our building and want to take advantage of using all of its space in a respectful way. We want our students to be aware that learning is taking place for everyone, all day and in all spaces. When using any shared space, employees must clean up any trash, organize materials, and arrange the space as you found it.

### **Main Lobby**

- The main lobby is where groups can gather, and students can access the school library.
- Keep in mind School administration are also working in this area, so be mindful of volume when utilizing this space.

### **Lower Level Stairwell**

- The nook in the lower level stairwell is the designated staff break room.
- Staff should take their scheduled breaks, including lunch breaks, in this area.
- Be aware that this is an open space and that families and students may hear your conversations, be mindful of how you are speaking about others in all common spaces so as not to disclose data in violation of law or School policy.

### **Aspen and Palm**

- The Aspen and Palm rooms are considered "open" and designated for student support as necessary.
- These rooms are available to support all students and the best effort should be made to collaborate on sharing these spaces.
- In the event there are conflicting schedules with use of Aspen or Palm, please work with administration on a solution.

## **Playground and Outdoor Space**

- Playground rules should fall under three expectations:
  - Be safe
  - Be respectful
  - Have fun
- Staff supporting the playground are responsible for student safety on the playground and enforcing all applicable School rules and playground expectations. Staff are required to spread themselves out and cover all four corners of the playground, the play equipment, and the center of the enclosed space to the best of their ability.
  - Staff should not congregate together, but rather be spread apart and mobile to ensure all students are being supervised and monitored appropriately.

## **Bathrooms and Hallways**

- Any expectations set for our students should be followed by staff as well, this means if we are expecting no voices in the hallway for students, we should expect that of staff as well.
- At times classes will need to travel the hallways and utilize the common bathrooms in each classroom, as a Montessori school it is important our students see these spaces as their own.
- Staff should reiterate expectations for students while in the hallways and bathrooms and remind students why the expectations exist for each space.

## **Going Outs and Field Trips**

Going Outs are an integral part of the Montessori educational experience and therefore should be planned with great care. Any teacher wishing to leave school property for a Going Out must plan ahead and receive prior written authorization from the Montessori Director of Teaching and Learning or the Executive Director; no other designee can approve Going Outs.

Field Trips should be requested through the Montessori Director of Teaching and Learning or the Executive Director at least 6 weeks in advance with the following considerations and information provided (some of these may also be considerations for Going Outs):

- Bussing needs
- Cost of the Field Trip, including any entrance fees and how costs will be paid
- Lunches and if they need to be provided by the school and a count of how many required
- Chaperones and others who will support the Field Trip (all chaperones must have a completed and clear background check before the field trip)
- Special Education support needs for the field trip
- Time frames you will leave and return to TRM the day of the field trip
- Medication needed for any students who are participating in a field trip and who will be responsible for holding and administering said medication
- Plan for students who will not be participating in the field trip

Adequate staff must attend all Field Trips and Going Outs to address student safety and educational concerns.

## **Announcements**

On occasion, announcements to staff or students will need to be made. Since TRM



does not have a hardwired PA or announcement system, announcements will typically come classroom to classroom. Administration will also occasionally send out announcements via email, so it is important to check your inbox throughout the day. Announcements regarding specific students generally will be relayed directly to the classroom they are in. Any emergency announcements, such as lockdown drills, will be relayed over the radio/walkie system to initiate the proper steps and protocols.

# Employee Acknowledgment

I have received my copy of the Three Rivers Montessori Employee Handbook, which outlines the policies, practices, and benefit guidelines of the School. I have read, understand, and agree to follow the policies contained in this handbook.

I understand that nothing in this handbook creates, expresses, or implies any contract or commitment to employment. I understand that this handbook is subject to change at the School Board's sole discretion and that that changes in the handbook supersede, revoke, and replace prior inconsistent language, including any prior version of these policies or this handbook.

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Name [Please Print]

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Employee's Signature Date



**Three Rivers Montessori  
Elk River, Minnesota  
District 4266**

**Financial Statements**

**Unaudited June 30, 2023**

**Three Rivers Montessori  
Elk River, Minnesota  
Unaudited June 2023 Financial Statements  
Executive Summary**

**Summary of Key Financial Indicators**

- \* Average Daily Membership (ADM) Overview –
  - Original Budget: 166
  - Working Budget: 150
  - Actual: 146.43
- \* The School's projected net income for the year was \$101,337. This would have resulted in a projected cumulative fund balance of \$382,393 or 17.8% of expenditures. However, we discovered two prior year errors, slightly less enrollment than expected and losses in both your food and community service programs. This results in a slight deficit of (\$230) which leaves your fund balance at \$280,827 or 13% of expenditures at fiscal year-end.

**Financial Statement Key Points**

- \* As of month-end, 100% of the year was complete.
- \* Cash Balance as of the reporting period is \$172,312, up from the previous month of \$95,906. This is due to a Special Ed Tuition billing payment.
- \* Revenues received at end of the reporting period – 96.04%
- \* Expenditures disbursed at end of the reporting period – 100.58%

**Other Items**

- \* You received Literacy Incentive Aid of \$12,811 for FY23, we have accounted for this additional revenue in your Revised Budget.
- \* Detailed changes from your working budget include: \$68,367 in special ed adjustments to FY22, \$14,598 in CSP adjustments to FY22, \$26,102 deficit in your food service program, \$2,189 deficit in Pathways and 3.57 less ADM which resulted in about \$25,000 less in state revenue.

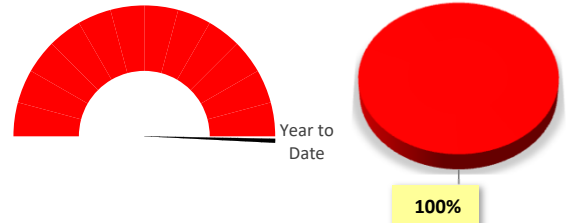
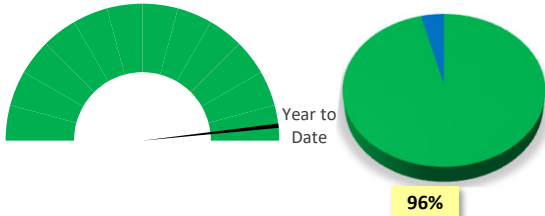
**Supplemental Information (see separate attachments)**

A separate report is provided that shows the payment detail, receipts that were posted and journal entry transaction that were recorded during the month (if any).

**Three Rivers Montessori  
Elk River, Minnesota  
Financial Statements Dashboard  
As of June 30, 2023**

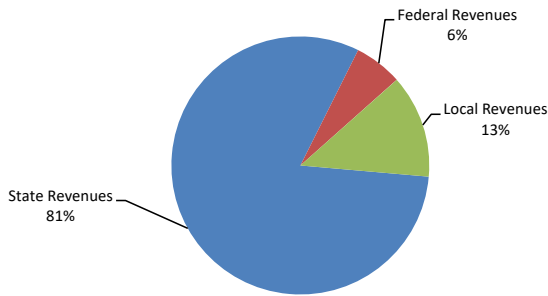
**Financial Summary - Budgeted Amounts and Year to Date Activity**

<i>Resources to Operate Programs (Revenues):</i>		<i>Funds Used to Provide Programs and Services (Expenses):</i>			<i>Excess / Deficit</i>
Approved Budget	\$2,304,066	Approved Budget	\$2,283,668		\$20,398
Working Budget	\$2,249,392	Working Budget	\$2,148,056		\$101,337
Year to Date	\$2,160,388	96.04%	Year to Date	\$2,160,617	100.58% (\$230)

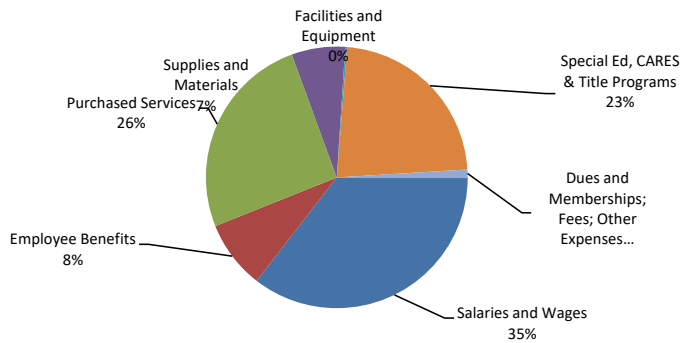


**Budgets for the Year**

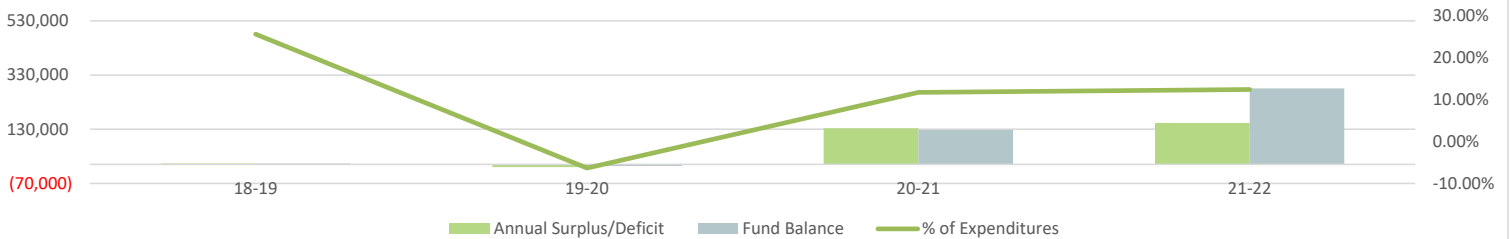
*Where funds will come from to operate the school:*

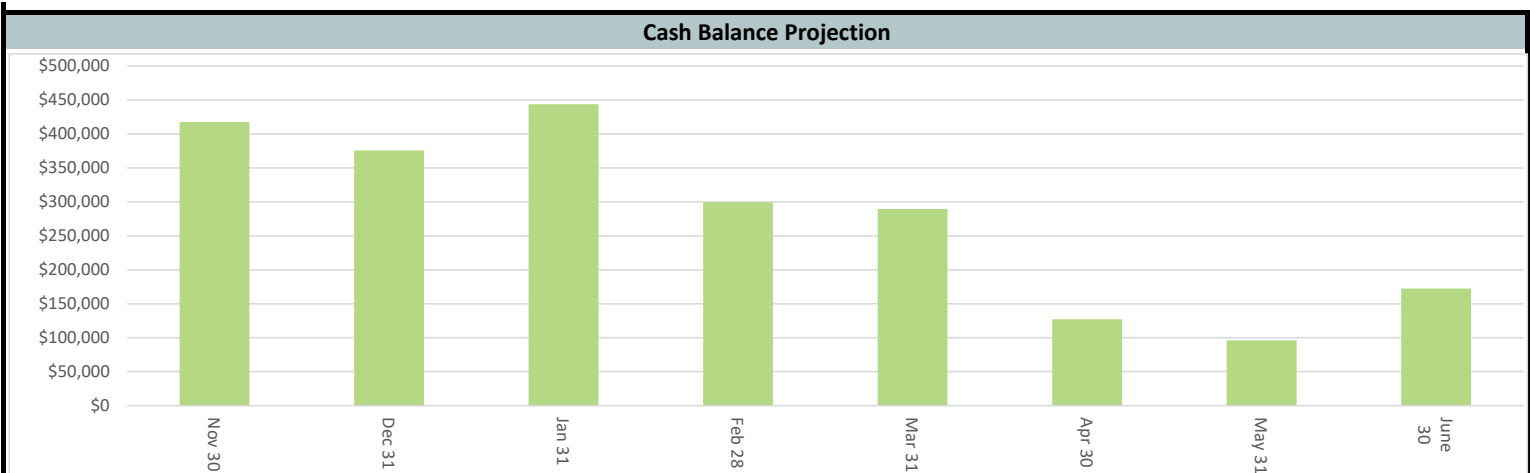
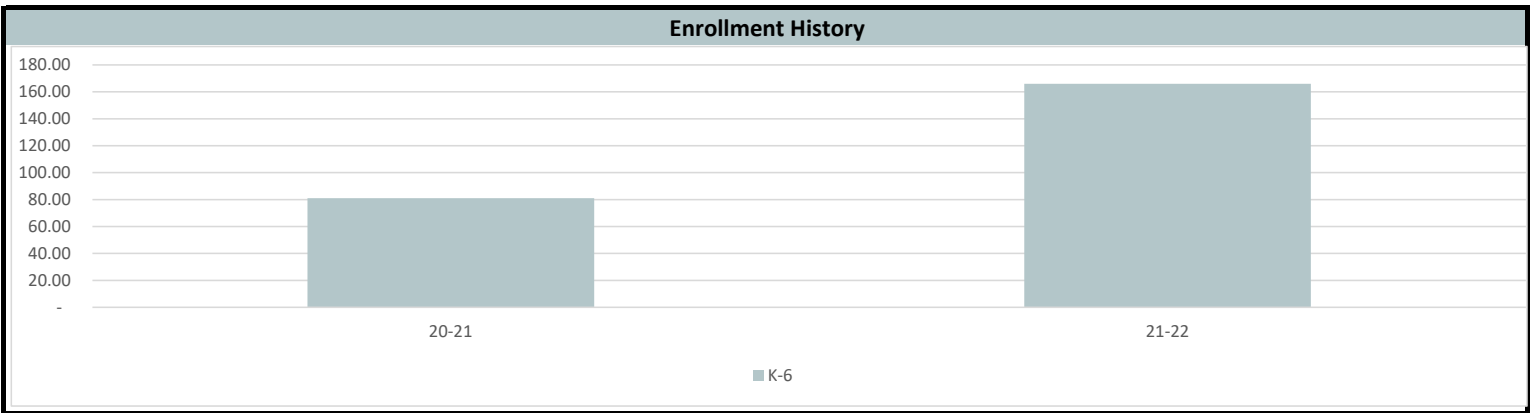
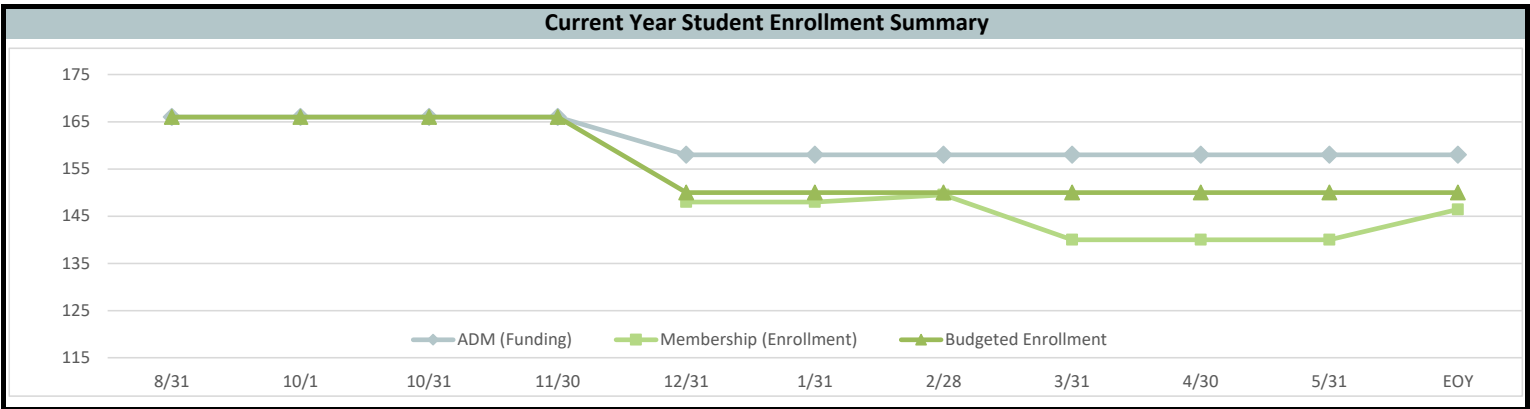
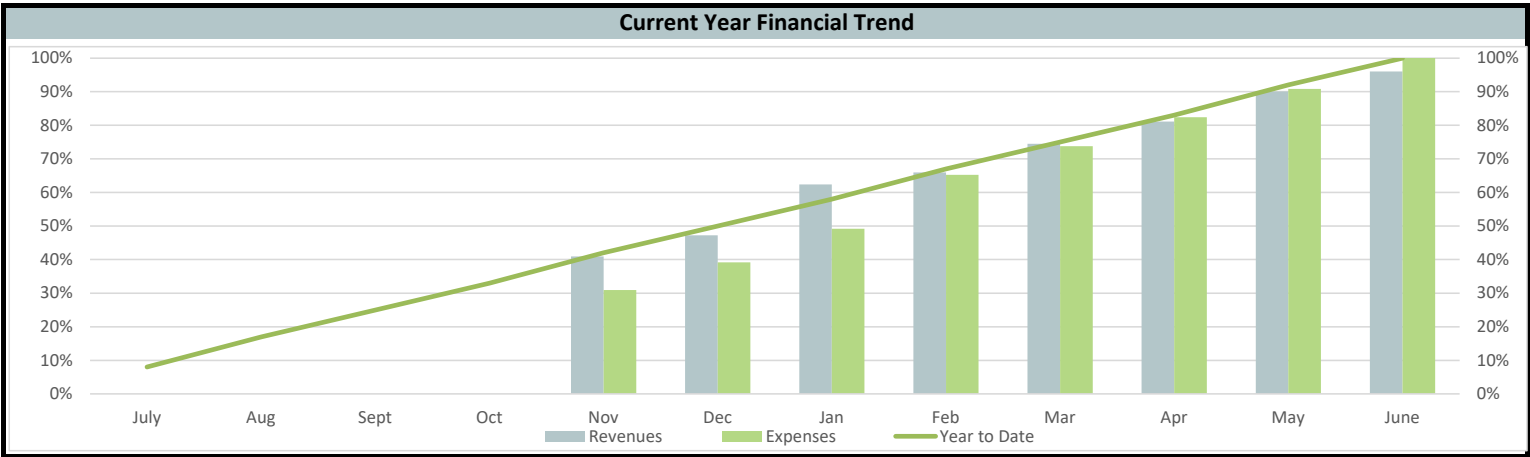


*How the money is budgeted to be spent:*



**Fund Balance History**





**Three Rivers Montessori  
Elk River, Minnesota  
Balance Sheet  
As of June 30, 2023**

	Unaudited Balance 7-1-2022	Month Ending Balance
<b>Assets</b>		
Current Assets		
101 Main Bank	\$ 100,137	\$ 171,912
101 Savings Bank	100	400
115 Accounts receivable	2,499	1,327
121 State aids receivable	205,008	126,116
Current year state holdback		-
122 Federal aids receivable through MDE	230,312	50,530
131 Prepaid expenses	9,385	14,397
Total all assets	<u>\$ 547,442</u>	<u>\$ 364,682</u>
<b>Liabilities and Fund Balance</b>		
Current Liabilities		
201 Salaries and wages payable	\$ 82,771	\$ 28,639
206 Accounts payable	170,366	33,093
215 Payroll deductions and contributions payable	13,247	19,908
Total liabilities	<u>266,385</u>	<u>83,855</u>
Fund Balance		
Unreserved fund balance	255,453	255,453
Nonspendable fund balance (inventories, prepaids)	9,385	9,385
Restricted fund balance - Community Service	16,218	16,218
Net income to date	-	(230)
Total fund balance	<u>281,057</u>	<u>280,827</u>
Total liabilities and fund balance	<u>\$ 547,442</u>	<u>\$ 364,682</u>

**Management has elected to omit substantially all disclosures, government-wide financial statements, and required supplementary information. No CPA provides any assurances on these financial statements.**

**Three Rivers Montessori  
Elk River, Minnesota  
Summary Revenue and Expense Statement  
As of June 30, 2023**

	Months to Date		12	100.00%
	2022-2023 Revised Budget	2022-2023 Working Budget	2022-2023 Year to Date Actual	Year to Date Percent of Working Budget
<b>Projected Enrollment</b>	150	150	146.43	97.50%
Weighted Average Daily Membership	150.18	150.18	146.43	97.50%
<b>General Fund - 01</b>				
Revenues				
State Revenues				
211 General education aid	1,104,778	1,104,778	1,085,728	98.28%
212 Literacy incentive aid	12,811	12,811	11,530	90.00%
201 Endowment fund apportionment	7,243	7,243	7,622	105.23%
348-300 Charter school lease aid	197,337	197,337	192,409	97.50%
317 Long-term facilities maintenance revenue	19,824	19,824	19,329	97.50%
360 Special education aid	417,937	417,937	456,533	109.23%
071 Medical assistance billing revenue	-	-	912	0.00%
999 Prior year over/under accrual	-	79,143	10,776	13.62%
Estimated state holdback	-	-	-	
Total state revenues	<u>1,759,930</u>	<u>1,839,073</u>	<u>1,784,838</u>	<u>97.05%</u>
Federal Revenues				
859 Prior year CSP			(14,598)	0.00%
401 414 Title programs	2,066	2,066	995	48.16%
419 425 Special education aid	28,501	28,501	32,530	114.14%
499 CRF/CARES	17,908	17,908	26,726	149.24%
Total federal revenues	<u>48,475</u>	<u>48,475</u>	<u>45,653</u>	<u>94.18%</u>
Local Revenues				
Deposits without documentation			-	
050 Fees collected	8,196	1,000	91	9.10%
092 Interest Earnings	-	-	-	0.00%
096 Gifts and donations	3,500	3,500	145	4.14%
099 Other local revenues	188,876	188,876	188,764	99.94%
621 Sales of materials purchased for resale	5,000	5,000	9,419	188.39%
Total local revenues	<u>205,572</u>	<u>198,376</u>	<u>198,419</u>	<u>100.02%</u>
Total revenues	<u>\$ 2,013,977</u>	<u>\$ 2,085,924</u>	<u>\$ 2,028,910</u>	<u>97.27%</u>
Expenditures				
General Fund				
100 Salaries	696,423	681,423	667,631	97.98%
200 Benefits	167,352	182,352	162,080	88.88%
Projected salaries and benefits payable			-	
Total salaries, wages, and benefits payable	<u>863,775</u>	<u>863,775</u>	<u>829,711</u>	<u>96.06%</u>
305 Contracted services	210,000	210,000	206,935	98.54%
315 Contracted technology services	2,000	2,000	11,433	571.63%
320 Communications services	5,000	5,000	4,850	97.00%
329 Postage	1,200	1,200	815	67.93%
330 Utilities cost	25,000	25,000	26,387	105.55%
340 Property and liability insurance	12,500	12,500	11,416	91.33%
350 Repairs and maintenance	20,000	20,000	15,622	78.11%
360 Contracted transportation - Field Trips	400	400	391	97.65%
366 Travel, conferences and staff training	3,800	3,800	2,219	58.39%
369 Field trips and other student fees	250	250	156	62.40%
348-370 Building lease cost	256,201	256,201	256,201	100.00%
335 Other rentals and operating leases	3,000	3,000	2,455	81.85%
380 Computer and tech related hardware rentals	5,000	5,000	4,619	92.39%
401 Supplies - non instructional	19,250	19,250	22,714	118.00%
405 Non instructional software and license fees	8,643	9,643	9,162	95.00%
406 Instructional software and license fees	4,060	5,060	4,998	98.76%
430 Instructional supplies	12,000	12,000	10,505	87.54%
455 Non-instructional technology supplies	7,500	7,500	6,739	89.85%
456 Instructional technology supplies	1,000	1,000	976	97.56%
461 Standardized Tests	1,453	1,453	1,453	99.98%
466 Instructional technology devices	2,500	2,500	2,399	95.97%
490 Food purchased (not for food service)	3,000	4,000	4,932	123.31%



		Months to Date		12	100.00%
		2022-2023	2022-2023	2022-2023	Year to Date
		Revised	Working	Year to Date	Percent of
		Budget	Budget	Actual	Working
					Budget
530	Other equipment purchased	5,000	5,000	4,406	88.12%
740	Interest on sale of receivables / line of credit	500	500	-	0.00%
820	Dues and memberships	20,309	20,309	18,545	91.31%
895	Indirect costs	-	-	-	0.00%
899	Transactions without documentation	-	-	-	0.00%
	<i>Subtotal general fund expenditures</i>	<i>1,493,342</i>	<i>1,496,342</i>	<i>1,460,038</i>	<i>97.57%</i>
<b>Title Programs</b>					
366	Travel, conferences and staff training	2,066	2,066	995	48.16%
895	Indirect costs	-	-	-	0.00%
	<i>Subtotal title programs expenditures</i>	<i>2,066</i>	<i>2,066</i>	<i>995</i>	<i>48.16%</i>
<b>State Special Education</b>					
100	Salaries	280,340	280,340	305,549	108.99%
200	Benefits	56,094	56,094	56,676	101.04%
394	Special education fees for services	100,000	100,000	111,372	111.37%
401	Supplies - non instructional	1,000	1,000	-	0.00%
405	Non instructional software and license fees	-	-	880	0.00%
433	Individualized instructional materials	1,700	1,700	1,280	75.30%
466	Instructional technology devices	800	800	800	100.02%
	<i>Subtotal state special education expenditures</i>	<i>439,933</i>	<i>439,933</i>	<i>480,561</i>	<i>109.23%</i>
<b>Federal Special Education</b>					
303	Federal contracted services < \$25,000	25,701	25,701	23,424	91.14%
366	Travel, conferences and staff training	300	1,420	1,957	137.79%
401	Supplies - non instructional	1,120	-	137	0.00%
405	Non instructional software	880	880	-	0.00%
433	Individualized instructional materials	500	500	-	0.00%
	<i>Subtotal federal special education expenditures</i>	<i>28,501</i>	<i>28,501</i>	<i>32,530</i>	<i>114.14%</i>
<b>Federal CRF/CARES</b>					
100	Salaries	8,498	8,498	17,540	206.40%
200	Benefits	1,410	1,410	4,081	289.40%
303	Federal contracted services < \$25,000	6,000	2,000	-	0.00%
401	Supplies - non instructional	2,000	6,000	5,105	85.08%
	<i>Subtotal federal CRF/CARES expenditures</i>	<i>17,908</i>	<i>17,908</i>	<i>26,726</i>	<i>149.24%</i>
	<i>Subtotal all expenditures</i>	<i>1,981,750</i>	<i>1,984,750</i>	<i>2,000,849</i>	<i>100.81%</i>
	Transfer to food service fund	(0)	(0)	26,102	
	<b>Total expenditures</b>	<b>\$ 1,981,750</b>	<b>\$ 1,984,750</b>	<b>\$ 2,026,951</b>	<b>102.13%</b>
	<b>General fund net income</b>	<b>\$ 32,227</b>	<b>\$ 101,174</b>	<b>\$ 1,959</b>	

#### Food Services Fund - 02

<b>Revenues</b>					
300	State revenues	\$ 4,000	\$ 4,000	\$ 2,987	74.68%
400	Federal revenues	\$ 83,000	\$ 83,000	35,274	42.50%
474	USDA commodities received	\$ -	\$ -	-	0.00%
600s	Sales of lunches, breakfasts, and milk	\$ 28,469	\$ 28,469	26,021	91.40%
	<i>Subtotal revenues</i>	<i>115,469</i>	<i>115,469</i>	<i>64,283</i>	<i>55.67%</i>
	Transfer from General Fund	(0)	(0)	26,102	
	<b>Total revenues</b>	<b>\$ 115,469</b>	<b>\$ 115,469</b>	<b>\$ 90,385</b>	<b>78.28%</b>
<b>Expenditures</b>					
100	Salaries	26,000	26,000	22,409	86.19%
200	Benefits	6,434	5,684	4,892	86.06%
300	Purchased services	1,500	1,500	\$ 1,701	113.40%
401	Supplies and materials	2,000	2,750	\$ 2,233	81.18%
490/495	Food and milk	79,500	79,500	\$ 59,116	74.36%
491	Federal commodities used	-	-	-	0.00%
820	Dues, memberships, other fees	35	35	35	100.00%
	<b>Total expenditures</b>	<b>\$ 115,469</b>	<b>\$ 115,469</b>	<b>\$ 90,385</b>	<b>78.28%</b>
	<b>Food services fund net income</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (0)</b>	

		Months to Date		12	100.00%
		2022-2023 Revised Budget	2022-2023 Working Budget	2022-2023 Year to Date Actual	Year to Date Percent of Working Budget
<b>Community Services Fund - 04</b>					
Revenues					
50	Before and After care fees	\$ 48,000	\$ 48,000	41,093	85.61%
	Subtotal revenues	48,000	48,000	41,093	85.61%
	Transfer from General Fund	0	0	-	
	<b>Total revenues</b>	<b>\$ 48,000</b>	<b>\$ 48,000</b>	<b>\$ 41,093</b>	<b>85.61%</b>
Expenditures					
100	Salaries	38,889	38,889	36,854	94.77%
200	Benefits	7,090	7,090	6,428	90.65%
300	Purchased services	1,000	1,000	-	0.00%
401	Supplies and materials	858	858	-	0.00%
	<b>Total expenditures</b>	<b>\$ 47,837</b>	<b>\$ 47,837</b>	<b>\$ 43,282</b>	<b>90.48%</b>
<b>Community services fund net income</b>		<b>\$ 163</b>	<b>\$ 163</b>	<b>\$ (2,189)</b>	
<b>Total All Funds</b>					
Revenues					
	State revenues	\$ 1,763,930	\$ 1,843,073	\$ 1,787,825	97.00%
	Federal revenues	131,475	131,475	80,928	61.55%
	Local revenues	282,041	274,845	265,533	96.61%
	Fund transfers	(0)	(0)	-	
	<b>Total revenues</b>	<b>\$ 2,177,445</b>	<b>\$ 2,249,392</b>	<b>\$ 2,134,286</b>	<b>94.88%</b>
Expenditures					
	Salaries and wages	\$ 1,050,149	\$ 1,035,149	\$ 1,056,996	102.11%
	Employee benefits	238,380	252,630	234,155	92.69%
	Purchased services	680,918	678,038	686,951	101.31%
	Supplies and materials	149,765	156,395	133,428	85.31%
	Facilities and equipment	5,000	5,000	4,406	0.00%
	Dues and memberships; fees; other expenses	20,344	20,344	18,580	91.33%
	Other program costs	-	-	-	0.00%
	<b>Total expenditures</b>	<b>\$ 2,145,056</b>	<b>\$ 2,148,056</b>	<b>\$ 2,160,617</b>	<b>100.58%</b>
	<b>Total revenues all funds</b>	<b>\$ 2,177,445</b>	<b>\$ 2,249,392</b>	<b>\$ 2,160,388</b>	<b>96.04%</b>
	<b>Total expenditures all funds</b>	<b>2,145,056</b>	<b>2,148,056</b>	<b>2,160,617</b>	<b>100.58%</b>
<b>Net income - all funds</b>		<b>\$ 32,390</b>	<b>\$ 101,337</b>	<b>\$ (230)</b>	
<b>Beginning fund balance, district wide</b>		<b>281,057</b>	<b>281,057</b>	<b>281,057</b>	
<b>Ending fund balance, district wide</b>		<b>313,447</b>	<b>382,393</b>	<b>280,827</b>	

Management has elected to omit substantially all disclosures, government-wide financial statements, and required supplementary information. No CPA provides any assurances on these financial statements.

**Three Rivers Montessori  
Cash Flow Projection Summary  
2022-2023 School Year**

Period Ending	Cash Inflows (Revenues)					Cash Outflows (Expenditures)			Cash Balance	
	State Aid Payments	Federal Aid Payments	Other Receipts	Prior Year State and Federal Receivable	Total Receipts	Salaries and Benefits (Net)	Other Expenses - AP	Total Expenses		
									<b>Beginning Balance</b>	<b>\$ 454,269</b>
Nov 30	153,349	9,764	11,514	-	174,627	61,743	149,468	211,211	417,685	
Dec 31	157,749	2,607	6,116	-	166,472	113,146	95,188	208,334	375,824	
Jan 31	117,993		187,390	56	305,440	64,253	173,048	237,301	443,963	
Feb 28	57,036	4,979	10,223	4,579	76,817	74,467	146,829	221,296	299,484	
Mar 31	140,572	9,418	9,780	-	159,769	67,555	102,296	169,852	289,402	
Apr 30	5,295	3,185	7,880	-	16,360	76,387	102,366	178,753	127,010	
May 31	136,735	12,539	8,787	-	158,061	76,669	112,495	189,164	95,906	
June 30	137,483	3,548	4,817	137,766	283,614	72,647	134,562	207,209	172,312	
<b>Totals</b>	1,371,210	46,669	272,832	555,052	2,245,764	845,886	1,468,385	2,314,271	172,312	

<b>Projected Cash Flow for FY2023-2024</b>									
Jul 31	127,595	49,886	3,166	-	180,647	34,500	71,908	106,408	246,551
Aug 31	127,000	5,000	-	50,446	182,446	50,000	125,000	175,000	253,997
Sept 30	127,000	5,000	7,000	37,835	176,835	80,000	125,000	205,000	225,832
Oct 31	140,000	5,000	7,000	25,223	177,223	80,000	125,000	205,000	198,055

Assumptions: 10% State Aid Holdback

**Management has elected to omit substantially all disclosures, government-wide financial statements, and required supplementary information. No CPA provides any assurances on these financial statements.**



**Three Rivers Montessori  
Elk River, Minnesota  
District 4266**

**Supplemental Information**

**Unaudited June 30, 2023**

## Three Rivers Montessori Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1458	4266	ERCH	CR0623													
FY23 Deposit 6/5/23																
				1470	Credit	A	06/05/23	Check	1	M						
										Miscellaneous Customer						
							4266 R 01 005 000 000 000 620			Color Run Fundraiser					338.00	0.00
														Receipt Total:	\$338.00	\$0.00
														<b>Deposit Total:</b>	<b>\$338.00</b>	<b>\$0.00</b>
1459	4266	ERCH	CR0623													
FY23 Deposit 6/5/23																
				1471	Credit	A	06/05/23	Check	1	PATH	Pathfinders					
										FY23 Pathfinders						
							4266 R 04 005 570 000 000 050								368.00	0.00
														Receipt Total:	\$368.00	\$0.00
														<b>Deposit Total:</b>	<b>\$368.00</b>	<b>\$0.00</b>
1460	4266	ERCH	CR0623													
FY23 Deposit 6/5/23																
				1472	Credit	A	06/05/23	Check	1	FOOD	Food Service Pmts					
										FY23 Student Lunches						
							4266 R 02 005 770 000 701 601								36.00	0.00
														Receipt Total:	\$36.00	\$0.00
														<b>Deposit Total:</b>	<b>\$36.00</b>	<b>\$0.00</b>
1461	4266	ERCH	CR0623													
FY23 Deposit 6/5/23																
				1473	Credit	A	06/05/23	Check	1	M	Miscellaneous Customer					
										FY23 Yearbooks						
							4266 R 01 005 000 000 000 050								84.00	0.00
														Receipt Total:	\$84.00	\$0.00
														<b>Deposit Total:</b>	<b>\$84.00</b>	<b>\$0.00</b>
1462	4266	ERCH	CR0623													
FY23 Deposit 6/7/23																
				1474	Credit	A	06/07/23	Check	1	FOOD	Food Service Pmts					
										FY23 Student Lunches						
							4266 R 02 005 770 000 701 601								151.00	0.00
														Receipt Total:	\$151.00	\$0.00
														<b>Deposit Total:</b>	<b>\$151.00</b>	<b>\$0.00</b>
1463	4266	ERCH	CR0623													
FY23 Deposit 6/7/23																
				1475	Credit	A	06/07/23	Check	1	M	Miscellaneous Customer					
										FY23 Yearbooks						
							4266 R 01 005 000 000 000 050								210.00	0.00
														Receipt Total:	\$210.00	\$0.00
														<b>Deposit Total:</b>	<b>\$210.00</b>	<b>\$0.00</b>

## Three Rivers Montessori Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1464	4266	ERCH	CR0623													
FY23 Deposit 6/7/23																
				1476	Credit	A	06/07/23	Check	1	PATH	Pathfinders					
							4266 R 04 005 570	000 000 050		FY23 Pathfinders					356.00	0.00
														Receipt Total:	\$356.00	\$0.00
														<b>Deposit Total:</b>	<b>\$356.00</b>	<b>\$0.00</b>
1465	4266	ERCH	CR0623													
FY23 MMB SERVS Dep 6/7/23																
				1477	Credit	A	06/07/23	Wire	1	1002	SERVS					
							4266 B 01 121 000			SpEd Tuition SFY 2022 FFY 2					137,765.86	0.00
														Receipt Total:	\$137,765.86	\$0.00
														<b>Deposit Total:</b>	<b>\$137,765.86</b>	<b>\$0.00</b>
1466	4266	ERCH	CR0623													
FY23 MMB SERVS Dep 6/15/23																
				1478	Credit	A	06/15/23	Wire	1	1002	SERVS					
							4266 R 02 005 770	000 701 472		FY23 Regular Lunch					811.58	0.00
							4266 R 02 005 770	000 701 472		FY23 Free-Reduced Lunch					1,545.32	0.00
							4266 R 02 005 770	000 705 476		FY23 School Breakfast					845.44	0.00
							4266 R 02 005 770	000 701 300		FY23 State Lunch					177.74	0.00
							4266 R 02 005 770	000 705 300		FY23 State Breakfast					168.05	0.00
														Receipt Total:	\$3,548.13	\$0.00
														<b>Deposit Total:</b>	<b>\$3,548.13</b>	<b>\$0.00</b>
1467	4266	ERCH	CR0623													
FY23 Deposit 6/15/23																
				1479	Credit	A	06/15/23	Check	1	PATH	Pathfinders					
							4266 R 04 005 570	000 000 050		FY23 Pathfinders					357.00	0.00
														Receipt Total:	\$357.00	\$0.00
														<b>Deposit Total:</b>	<b>\$357.00</b>	<b>\$0.00</b>
1468	4266	ERCH	CR0623													
FY23 Deposit 6/15/23																
				1480	Credit	A	06/15/23	Check	1	M	Miscellaneous Customer					
							4266 R 01 005 000	000 000 050		FY23 TRM Gear					40.00	0.00
														Receipt Total:	\$40.00	\$0.00
														<b>Deposit Total:</b>	<b>\$40.00</b>	<b>\$0.00</b>

## Three Rivers Montessori Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount	
1469	4266	ERCH	CR0623														
FY23 Deposit 6/15/23																	
				1481	Credit	A	06/15/23	Check	1	FOOD	Food Service Pmts						
							4266	R	02	005	770	000	701	601		FY23 Student Lunches	
															15.00	0.00	
															Receipt Total:	\$15.00	\$0.00
															<b>Deposit Total:</b>	<b>\$15.00</b>	<b>\$0.00</b>
1470	4266	ERCH	CR0623														
FY23 Deposit 6/15/23																	
				1482	Credit	A	06/15/23	Check	1	1001	MDE						
							4266	R	01	005	000	000	000	071		FY23 SpEd MA IEP Serv Dep	
															911.84	0.00	
															Receipt Total:	\$911.84	\$0.00
															<b>Deposit Total:</b>	<b>\$911.84</b>	<b>\$0.00</b>
1471	4266	ERCH	CR0623														
FY23 Deposit 6/15/23																	
				1483	Credit	A	06/15/23	Check	1	M	Miscellaneous Customer						
							4266	R	01	005	000	000	000	050		FY23 Yearbooks	
															62.00	0.00	
															Receipt Total:	\$62.00	\$0.00
															<b>Deposit Total:</b>	<b>\$62.00</b>	<b>\$0.00</b>
1472	4266	ERCH	CR0623														
IDEAS Pymt 06/20/23																	
				1484	Credit	A	06/20/23	Check	1	1001	MDE						
							4266	R	01	005	000	000	740	360		FY23 Special Ed-Charter	
							4266	R	01	005	000	000	348	300		FY23 Charter School Lease	
															29,415.16	0.00	
															38,682.86	0.00	
															Receipt Total:	\$68,098.02	\$0.00
															<b>Deposit Total:</b>	<b>\$68,098.02</b>	<b>\$0.00</b>
1473	4266	ERCH	CR0623														
FY23 Deposit 6/29/23																	
				1485	Credit	A	06/29/23	Check	1	FOOD	Food Service Pmts						
							4266	R	02	005	770	000	701	601		FY23 Student Lunches	
															262.00	0.00	
															Receipt Total:	\$262.00	\$0.00
															<b>Deposit Total:</b>	<b>\$262.00</b>	<b>\$0.00</b>
1474	4266	ERCH	CR0623														
FY23 Deposit 6/29/23																	
				1486	Credit	A	06/29/23	Check	1	PATH	Pathfinders						
							4266	R	04	005	570	000	000	050		FY23 Pathfinders	
															1,402.00	0.00	
															Receipt Total:	\$1,402.00	\$0.00
															<b>Deposit Total:</b>	<b>\$1,402.00</b>	<b>\$0.00</b>

## Three Rivers Montessori Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1475	4266	ERCH	CR0623													
IDEAS Pymt 6/30/23																
			1487	Credit	A	06/30/23		Check	1	1001	MDE					
						4266	R 01 005 000 000 348 300			FY23 Charter School Lease					68,473.08	0.00
														Receipt Total:	\$68,473.08	\$0.00
														<b>Deposit Total:</b>	<b>\$68,473.08</b>	<b>\$0.00</b>
1476	4266	ERCH	CR0623													
JMC Deposits - June 2023																
			1488	Credit	A	06/30/23		Check	1	PATH	Pathfinders					
						4266	R 04 005 570 000 000 050			FY23 Pathfinders					440.00	0.00
														Receipt Total:	\$440.00	\$0.00
JMC Deposits - June 2023																
			1489	Credit	A	06/30/23		Check	1	FOOD	Food Service Pmts					
						4266	R 02 005 770 000 701 601			FY23 Student Lunches					650.50	0.00
														Receipt Total:	\$650.50	\$0.00
														<b>Deposit Total:</b>	<b>\$1,090.50</b>	<b>\$0.00</b>
1477	4266	ERCH	CR0623													
FY23 Square Deposits - June																
			1490	Credit	A	06/30/23		Check	1	M	Miscellaneous Customer					
						4266	R 01 005 000 000 000 050			FY23 Yearbooks					49.00	0.00
														Receipt Total:	\$49.00	\$0.00
FY23 Square Deposits - June																
			1491	Debit	A	06/30/23		Check	1	M	Miscellaneous Customer					
						4266	E 01 005 110 000 000 305			Square Fees					(3.35)	0.00
														Receipt Total:	(3.35)	\$0.00
														<b>Deposit Total:</b>	<b>\$45.65</b>	<b>\$0.00</b>
														Report Total:	\$283,614.08	\$0.00



### Three Rivers Montessori Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
												Date		
ERCH		3395		Wire	1	1048	Charter Schools Development Corp		No	Yes	No	06/09/2023		21,350.08
ERCH		3396		Wire	1	1097	TSYS		No	Yes	No	06/09/2023		46.18
ERCH		3397		Wire	1	1141	Alerus		No	Yes	No	06/09/2023		100.00
ERCH		3398		Wire	1	1219	KPAY TLM		No	Yes	No	06/09/2023		206.00
ERCH		3399		Wire	1	1034	Minnesota Department of Revenue		No	Yes	No	06/15/2023		1,515.48
ERCH		3400		Wire	1	1035	PERA		No	Yes	No	06/15/2023		3,551.53
ERCH		3401		Wire	1	1036	TRA		No	Yes	No	06/15/2023		3,733.68
ERCH		3402		Wire	1	1037	IRS		No	Yes	No	06/15/2023		9,839.72
ERCH		3403		BP	1	1022	The McDowell Agency, Inc.		No	Yes	No	06/21/2023		102.00
ERCH		3404		BP	1	1030	Navigate Care Consulting		No	Yes	No	06/21/2023		180.00
ERCH		3405		BP	1	1030	Navigate Care Consulting		No	Yes	No	06/21/2023		225.00
ERCH		3406		BP	1	1030	Navigate Care Consulting		No	Yes	No	06/21/2023		112.50
ERCH		3407		BP	1	1045	WDTechOnline, LLC	S Corporation	No	Yes	No	06/21/2023		7,050.00
ERCH		3408		BP	1	1045	WDTechOnline, LLC	S Corporation	No	Yes	No	06/21/2023		150.00
ERCH		3409		BP	1	1055	Abdo		No	Yes	No	06/21/2023		2,000.00
ERCH		3410		BP	1	1056	Maxs Mowing N More, Inc.		No	Yes	No	06/21/2023		368.00
ERCH		3411		BP	1	1056	Maxs Mowing N More, Inc.		No	Yes	No	06/21/2023		253.50
ERCH		3412		BP	1	1056	Maxs Mowing N More, Inc.		No	Yes	No	06/21/2023		137.00
ERCH		3413		BP	1	1056	Maxs Mowing N More, Inc.		No	Yes	No	06/21/2023		129.50
ERCH		3414		BP	1	1056	Maxs Mowing N More, Inc.		No	Yes	No	06/21/2023		144.00
ERCH		3415		BP	1	1056	Maxs Mowing N More, Inc.		No	Yes	No	06/21/2023		141.00
ERCH		3416		BP	1	1063	Designs for Learning		No	Yes	No	06/21/2023		212.50
ERCH		3417		BP	1	1065	Charter Communications		No	Yes	No	06/21/2023		307.93
ERCH		3418		BP	1	1066	MN CLN Services, Inc.		No	Yes	No	06/21/2023		2,850.00
ERCH		3419		BP	1	1070	Ace Solid Waste, Inc.		No	Yes	No	06/21/2023		263.54
ERCH		3420		BP	1	1072	A Chance to Grow		No	Yes	No	06/21/2023		4,259.70
ERCH		3421		BP	1	1072	A Chance to Grow		No	Yes	No	06/21/2023		6,570.00
ERCH		3422		BP	1	1074	Paige Psychological Consulting	Ind/Sole Proprietor	No	Yes	No	06/21/2023		2,403.00
ERCH		3423		BP	1	1079	Debra Hutton	Ind/Sole Proprietor	No	Yes	No	06/21/2023		145.67
ERCH		3424		BP	1	1079	Debra Hutton	Ind/Sole Proprietor	No	Yes	No	06/21/2023		42.42
ERCH		3425		BP	1	1079	Debra Hutton	Ind/Sole Proprietor	No	Yes	No	06/21/2023		39.14
ERCH		3426		BP	1	1079	Debra Hutton	Ind/Sole Proprietor	No	Yes	No	06/21/2023		88.20
ERCH		3427		BP	1	1082	Colonial Life		No	Yes	No	06/21/2023		508.58
ERCH		3428		BP	1	1089	Rebecca McMullen		No	Yes	No	06/21/2023		262.50
ERCH		3429		BP	1	1089	Rebecca McMullen		No	Yes	No	06/21/2023		187.50
ERCH		3430		BP	1	1104	State of Minnesota		No	Yes	No	06/21/2023		25.00
ERCH		3431		BP	1	1106	Met Life Insurance		No	Yes	No	06/21/2023		1,799.30
ERCH		3432		BP	1	1165	CenterPoint Energy		No	Yes	No	06/21/2023		161.68
ERCH		3433		BP	1	1189	Amazon Capital Services		No	Yes	No	06/21/2023		767.03

### Three Rivers Montessori Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
												Date		
ERCH		3434		BP	1	1189	Amazon Capital Services		No	Yes	No	06/21/2023		31.27
ERCH		3435		BP	1	1193	Montessori Outlet		No	Yes	No	06/21/2023		645.32
ERCH		3436		BP	1	1204	General Sprinkler Corporation		No	Yes	No	06/21/2023		600.00
ERCH		3437		BP	1	1205	Ratwik, Roszak & Maloney P.A.		No	Yes	No	06/21/2023		356.50
ERCH		3438		BP	1	1215	LISA'S CATERING CORP		No	Yes	No	06/21/2023		6,513.95
ERCH		3439		BP	1	1215	LISA'S CATERING CORP		No	Yes	No	06/21/2023		4,736.25
ERCH		3440		BP	1	1217	Countryside Delivery		No	Yes	No	06/21/2023		646.00
ERCH		3441		BP	1	1225	Blackhawk Inc		No	Yes	No	06/21/2023		398.98
ERCH		3442		BP	1	1226	Canon Financial Services Inc		No	Yes	No	06/21/2023		664.25
ERCH		3443		BP	1	1233	BerganKDV		No	Yes	No	06/21/2023		5,000.00
ERCH		3444		BP	1	1245	Integrative Therapy		No	Yes	No	06/21/2023		1,957.50
ERCH		3445		BP	1	1245	Integrative Therapy		No	Yes	No	06/21/2023		2,025.00
ERCH		3446		BP	1	1245	Integrative Therapy		No	Yes	No	06/21/2023		1,012.50
ERCH		3447		BP	1	1249	Jennifer Stowe		No	Yes	No	06/21/2023		40.00
ERCH		3448		BP	1	1250	Edge Enterprises Inc		No	Yes	No	06/21/2023		87.45
ERCH		3449		BP	1	1251	Emily Rossmeisl		No	Yes	No	06/21/2023		60.90
ERCH		3450		BP	1	1252	Frontline Technologies Group LLC		No	Yes	No	06/21/2023		2,612.50
ERCH		3451		BP	1	1253	Hubbli Inc		No	Yes	No	06/21/2023		4,588.00
ERCH		3452		Wire	1	1017	The Bank of Elk River		No	Yes	No	06/30/2023		10.00
ERCH		3453		Wire	1	1023	The Hanover Insurance Group		No	Yes	No	06/30/2023		845.25
ERCH		3454		Wire	1	1059	jmc		No	Yes	No	06/30/2023		15.94
ERCH		3455		Wire	1	1084	Health Partners		No	Yes	No	06/30/2023		8,595.96
ERCH		3456		Wire	1	1141	Alerus		No	Yes	No	06/30/2023		100.00
ERCH		3457		Wire	1	1141	Alerus		No	Yes	No	06/30/2023		2.75
ERCH		3458		Wire	1	1164	Elk River Municipal Utilities		No	Yes	No	06/30/2023		276.70
ERCH		3459		Wire	1	1164	Elk River Municipal Utilities		No	Yes	No	06/30/2023		1,036.04
ERCH		3460		Wire	1	1164	Elk River Municipal Utilities		No	Yes	No	06/30/2023		266.76
ERCH		3461		Wire	1	1229	Bill.com		No	Yes	No	06/30/2023		97.92
ERCH		3462		Wire	1	1231	Iron Mountain		No	Yes	No	06/30/2023		86.70
ERCH		3463		BP	1	1030	Navigate Care Consulting		No	Yes	No	06/30/2023		22.50
ERCH		3464		BP	1	1056	Maxs Mowing N More, Inc.		No	Yes	No	06/30/2023		234.00
ERCH		3465		BP	1	1056	Maxs Mowing N More, Inc.		No	Yes	No	06/30/2023		137.50
ERCH		3466		BP	1	1063	Designs for Learning		No	Yes	No	06/30/2023		255.00
ERCH		3467		BP	1	1063	Designs for Learning		No	Yes	No	06/30/2023		210.00
ERCH		3468		BP	1	1082	Colonial Life		No	Yes	No	06/30/2023		491.07
ERCH		3469		BP	1	1106	Met Life Insurance		No	Yes	No	06/30/2023		2,163.53
ERCH		3470		BP	1	1216	Midwest Studies Groups		No	Yes	No	06/30/2023		1,000.00
ERCH		3471		BP	1	1226	Canon Financial Services Inc		No	Yes	No	06/30/2023		730.68
ERCH		3472		BP	1	1233	BerganKDV		No	Yes	No	06/30/2023		5,000.00

### Three Rivers Montessori Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void			Amount	
									Print	Recon	Void		Date
ERCH		3473		BP	1	1245	Integrative Therapy		No	Yes	No	06/30/2023	750.00
ERCH		3474		BP	1	1246	Yale Mechanical		No	Yes	No	06/30/2023	464.50
ERCH		3475		BP	1	1254	Christeen & Galen Ninow		No	Yes	No	06/30/2023	136.00
ERCH		3476		BP	1	1255	Kyle Scharber		No	Yes	No	06/30/2023	60.00
ERCH		3477		BP	1	1256	Lindsay and Matt Walliczek		No	Yes	No	06/30/2023	68.00
ERCH		3478		BP	1	1257	TeleTeachers Inc		No	Yes	No	06/30/2023	6,000.00
ERCH		3479		Wire	1	1234	Divvy		No	Yes	No	06/01/2023	702.16
ERCH		3480		Wire	1	1234	Divvy		No	Yes	No	06/15/2023	597.41

Bank Total: \$134,561.60

Report Total: \$134,561.60

### Three Rivers Montessori Journal Entry Listing

JE Cd	Period	Date	St Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
2234	202312	06/30/2023	P	JE	COVID Testing Grant	Wrightsmen, Connie	E	01	005	110	000	000	170	General Admin Support - N-	0.00	9,134.07
						Wrightsmen, Connie	E	01	005	110	000	000	210	General Admin Support - FI	0.00	665.02
						Wrightsmen, Connie	E	01	005	110	000	000	214	PERA	0.00	685.06
						Wrightsmen, Connie	E	01	005	110	000	000	220	Health Insurance	0.00	1,333.99
						Wrightsmen, Connie	E	01	005	110	000	000	230	General Admin Support - Lif	0.00	17.15
						Wrightsmen, Connie	E	01	005	110	000	000	235	General Admin Support - De	0.00	78.45
						Wrightsmen, Connie	E	01	005	720	000	170	170	N-Instr Support	9,134.07	0.00
						Wrightsmen, Connie	E	01	005	720	000	170	210	Fica/Medicare	665.02	0.00
						Wrightsmen, Connie	E	01	005	720	000	170	214	Pera	685.06	0.00
						Wrightsmen, Connie	E	01	005	720	000	170	220	Health Insurance	1,333.99	0.00
						Wrightsmen, Connie	E	01	005	720	000	170	230	Life Insurance	17.15	0.00
						Wrightsmen, Connie	E	01	005	720	000	170	235	Dental Insurance	78.45	0.00
						<b>\$11,913.74</b>										
2256	202312	06/30/2023	P	JE	Laura Duce - Not SPED	Duce, Laura	E	01	010	203	000	000	141	General Elementary Educati	140.32	0.00
						Duce, Laura	E	01	010	203	000	000	210	General Elementary Educati	10.73	0.00
						Duce, Laura	E	01	010	203	000	000	214	PERA	10.52	0.00
						Duce, Laura	E	01	010	203	000	000	230	General Elementary Educati	0.44	0.00
						Duce, Laura	E	01	010	203	000	000	240	General Elementary Educati	0.40	0.00
						Duce, Laura	E	01	010	420	000	740	161	Aggregate - ParaProf/Person	0.00	140.32
						Duce, Laura	E	01	010	420	000	740	210	Aggregate - FICA	0.00	10.73
						Duce, Laura	E	01	010	420	000	740	214	PERA	0.00	10.52
						Duce, Laura	E	01	010	420	000	740	230	Aggregate - Life Insurance	0.00	0.44
						Duce, Laura	E	01	010	420	000	740	240	Aggregate - LTD	0.00	0.40
<b>\$162.41</b>															<b>\$162.41</b>	
2261	202312	06/30/2023	P	JE	CEIS	Siemsen, Samantha	E	01	010	203	000	000	140	General Elementary Educati	0.00	7,012.34
						Siemsen, Samantha	E	01	010	422	000	425	140	Lic Classroom Tchr	4,286.52	0.00
						Siemsen, Samantha	E	01	010	422	011	425	140	Lic Classroom Tchr	2,725.82	0.00
<b>\$7,012.34</b>															<b>\$7,012.34</b>	
2278	202312	06/30/2023	P	JE	FIN 372 - No Revenue	Reclass MA Forms to GenEd	E	01	010	400	000	000	405	Non-Instr Cmptr Sftwr/Lic	634.18	0.00
						Reclass MA Forms to GenEd	E	01	010	400	000	372	405	Non-Instr Cmptr Sftwr/Lic	0.00	634.18
<b>\$634.18</b>															<b>\$634.18</b>	
2279	202312	06/30/2023	P	JE	Reclass Speech Services	A Chance to Grow Dvorsky, Anr	E	01	010	401	000	420	373	Educ Speech/Lang Patholog	104.06	0.00
						A Chance to Grow Dvorsky, Anr	E	01	010	401	000	740	394	SLI - Ed Pmt to N-Schl Agcy	0.00	1,177.65
						A Chance to Grow Dvorsky, Anr	E	01	010	401	011	141	373	Educ Speech/Lang Patholog	603.92	0.00
						A Chance to Grow Dvorsky, Anr	E	01	010	401	011	420	373	Educ Speech/Lang Patholog	469.67	0.00
<b>\$1,177.65</b>															<b>\$1,177.65</b>	
2289	202312	06/30/2023	P	JE	Reclass Yearbook Deposits	Reclass Yearbook Deposits	R	01	005	000	000	000	050	Fees from Patrons	818.00	0.00

### Three Rivers Montessori Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
2289	202312	06/30/2023	P	JE		Reclass Yearbook Deposits	Reclass Yearbook Deposits	R	01	005	000	000	000	620	Sales of Materials	0.00	818.00
																\$818.00	\$818.00
2290	202312	06/30/2023	P	JE		YE Insurance Adjust		B	01	101	000				Cash & Cash Equiv	4,068.45	0.00
								B	01	201	000				Salaries Payable	0.00	775.61
								B	01	215	002				Federal Withholding	0.00	944.25
								B	01	215	003				MN Withholding	0.00	853.06
								B	01	215	005				FICA	0.00	4,200.84
								B	01	215	006				TRA	0.00	3,644.84
								B	01	215	007				PERA	1,233.13	0.00
								B	01	215	008				DO NOT USE	916.64	0.00
								B	01	215	009				Dental	0.00	2,707.24
								B	01	215	010				Medical	0.00	28,776.06
								B	01	215	011				TSA	924.25	0.00
								B	01	215	013				Life/LTD/STD	0.00	5,540.33
								B	01	215	016				AFLAC/Colonial	0.00	2,944.09
								B	01	215	017				HSA	29.34	0.00
								B	01	215	018				VEBA	6,137.26	0.00
								B	01	215	021				Vision	0.00	25.86
								B	01	215	030				DO NOT USE	52,563.80	0.00
								B	01	215	031				DO NOT USE	1,884.94	0.00
								B	02	101	000				Cash & Cash Equiv	0.00	1,979.48
								B	02	215	005				FICA	77.43	0.00
								B	02	215	006				TRA	179.52	0.00
								B	02	215	007				PERA	80.27	0.00
								B	02	215	030				DO NOT USE	1,642.26	0.00
								B	04	101	000				Cash & Cash Equiv	0.00	1,788.97
								B	04	201	000				Salaries Payable	775.61	0.00
								B	04	215	005				FICA	80.58	0.00
								B	04	215	006				TRA	59.20	0.00
								B	04	215	007				PERA	75.81	0.00
								B	04	215	010				Medical	141.80	0.00
								B	04	215	011				TSA	20.00	0.00
								B	04	215	017				HSA	129.75	0.00
								B	04	215	018				VEBA	0.00	35.44
								B	04	215	030				DO NOT USE	541.66	0.00
								E	01	010	203	000	000	220	Health Insurance	0.00	17,345.63
																\$71,561.70	\$71,561.70

### Three Rivers Montessori Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
2293	202312	06/30/2023	P	JE		FIN 140 - Crs Code Correctio	SPED Supplies	E	01	010	420	000	140	401	Sup/Mat Non-Instr.	0.00	137.07
							SPED Supplies	E	01	010	420	011	140	401	Sup/Mat Non-Instr.	137.07	0.00
<b>\$137.07</b>																<b>\$137.07</b>	
2294	202312	06/30/2023	P	JE		FIN 164 Course Code Correcti	George, Lori	E	01	010	203	011	164	185	Oth Sal Pay-Lic/Cert.	0.00	90.00
							George, Lori	E	01	010	203	011	164	210	Fica/Medicare	0.00	6.89
							George, Lori	E	01	010	203	011	164	218	Tra	0.00	7.70
							George, Lori	E	01	010	203	012	164	185	Oth Sal Pay-Lic/Cert.	90.00	0.00
							George, Lori	E	01	010	203	012	164	210	Fica/Medicare	6.89	0.00
							George, Lori	E	01	010	203	012	164	218	Tra	7.70	0.00
<b>\$104.59</b>																<b>\$104.59</b>	
2296	202312	06/30/2023	P	JE		122 - Write Off	122 Write Off	B	01	122	000				Due Fm Fed.-Mdcfl	0.00	14,597.58
							122 Write Off	R	01	005	000	999	859	400	Federal Aids & Grant	14,597.58	0.00
<b>\$14,597.58</b>																<b>\$14,597.58</b>	
2297	202312	06/30/2023	P	JE		FY23 Fed Aid Receivables	FY23 Fed Aid Receivable	B	01	122	000				Due Fm Fed.-Mdcfl	49,563.83	0.00
							FY23 FIN 170 Fed Receivable	R	01	005	000	000	170	400	Federal Aids & Grant	0.00	16,838.81
							FY23 FIN 414 Fed Receivable	R	01	005	000	000	414	400	Federal Aids & Grant	0.00	195.00
							FY23 FIN 419 Fed Receivable	R	01	005	000	000	419	400	Federal Special Education	0.00	24,186.25
							FY23 FIN 420 Fed Receivable	R	01	005	000	000	420	400	Federal Aids & Grant	0.00	104.06
							FY23 FIN 425 Fed Receivable	R	01	005	000	000	425	400	Federal Aids & Grant	0.00	4,286.52
							FY23 FIN 140 Fed Receivable	R	01	005	000	011	140	400	Federal Aids & Grant	0.00	137.07
							FY23 FIN 141 Fed Receivable	R	01	005	000	011	141	400	Federal Aids & Grant	0.00	603.92
							FY23 FIN 419 Fed Receivable	R	01	005	000	011	419	400	Federal Aids & Grant	0.00	16.71
							FY23 FIN 420 Fed Receivable	R	01	005	000	011	420	400	Federal Aids & Grant	0.00	469.67
							FY23 FIN 425 Fed Receivable	R	01	005	000	011	425	400	Federal Aids & Grant	0.00	2,725.82
<b>\$49,563.83</b>																<b>\$49,563.83</b>	
2298	202312	06/30/2023	P	JE		To book FY23 lunch balances	To book FY23 lunch balances	B	02	115	000				Accounts Receivable	824.50	0.00
							To book FY23 lunch balances	B	02	230	000				Deferred Revenue	0.00	879.50
							To book FY23 lunch balances	R	02	005	770	000	701	601	Food Sales to Students	55.00	0.00
<b>\$879.50</b>																<b>\$879.50</b>	
2299	202312	06/30/2023	P	JE		To book FY23 b4/after care bal	To book FY23 b4/after care bal	B	04	115	000				Accounts Receivable	502.00	0.00
							To book FY23 b4/after care bal	B	04	230	000				Deferred Revenue	0.00	1,336.00
							To book FY23 b4/after care bal	R	04	005	570	000	000	050	Fees From Patrons	834.00	0.00
<b>\$1,336.00</b>																<b>\$1,336.00</b>	
2304	202312	06/30/2023	P	JE		Reclass AP Coding Obj 899	Obj 899 - Misc Supplies	E	01	005	108	000	000	405	Admin Tech Services - Softv	269.89	0.00
							Obj 899 - Misc Supplies	E	01	005	110	000	000	401	Sup/Mat Non-Instr.	2,788.30	0.00
							Obj 899 - Misc Supplies	E	01	005	110	000	000	490	Business Admin - Food - Fa	139.97	0.00
							Reclass AP Coding Obj 899	E	01	005	110	000	000	899	Misc Other Expense	0.00	3,277.29

### Three Rivers Montessori Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
2304	202312	06/30/2023	P	JE		Reclass AP Coding Obj 899	Obj 899 - Misc Supplies	E	01	010	203	000	000	406	Instruc Sftwre Lic	79.13	0.00
<b>\$3,277.29</b>																	
2306	202312	06/30/2023	P	JE		Reclass fundraising	Reclass fundraising	R	01	005	000	000	000	096	Donations	3,289.00	0.00
							Reclass fundraising	R	01	005	000	000	000	620	Sales of Materials	0.00	3,289.00
<b>\$3,289.00</b>																	
2316	202312	06/30/2023	P	JE		To book basic skills	To book basic skills expense	E	01	010	203	000	000	140	General Elementary Educati	0.00	24,703.72
							To book basic skills expense	E	01	010	275	000	317	140	Lic Classroom Tchr	24,703.72	0.00
							To book basic skills revenue	R	01	005	000	000	000	211	General Education Aid	24,209.84	0.00
							To book basic skills revenue	R	01	005	000	000	317	211	English Learner Cross Subs	0.00	24,209.84
<b>\$48,913.56</b>																	
2317	202312	06/30/2023	P	JE		To correct FS revenue	To correct FS revenue	R	02	005	770	000	701	471	Federal Breakfast	0.00	2,848.23
							To correct FS revenue	R	02	005	770	000	701	472	Federal Aid - Free/Reduced	2,848.23	0.00
<b>\$2,848.23</b>																	
2318	202312	06/30/2023	P	JE		To book FS receivables	To book FS receivables	B	02	121	000				Due Fm Mn Children	96.84	0.00
							To book FS receivables	B	02	122	000				Due Fm Fed.-Mdcfl	966.34	0.00
							To book FS receivables	R	02	005	770	000	701	300	State - Lunch Revenue	0.00	53.19
							To book FS receivables	R	02	005	770	000	701	471	Federal Breakfast	0.00	246.40
							To book FS receivables	R	02	005	770	000	701	472	Federal Aid - Free/Reduced	0.00	481.64
							To book FS receivables	R	02	005	770	000	705	300	State Aids & Grants	0.00	43.65
							To book FS receivables	R	02	005	770	000	705	476	School Breakfast	0.00	238.30
<b>\$1,063.18</b>																	
2319	202312	06/30/2023	P	JE		02 fund transfer to cover loss	02 fund transfer to cover loss	B	01	101	002				Cash & Cash Equiv	0.00	26,102.04
							02 fund transfer to cover loss	B	02	101	002				Cash & Cash Equiv	26,102.04	0.00
							02 fund transfer to cover loss	E	01	005	950	000	000	910	Interfund Transfer	26,102.04	0.00
							02 fund transfer to cover loss	R	02	005	000	000	000	649	Perm Interfd Transf	0.00	26,102.04
<b>\$52,204.08</b>																	
2320	202312	06/30/2023	P	JE		Booking prepaids to FB	Booking prepaids to FB	B	01	422	000				Unassigned Fnd BAI Gnl Fn	5,011.81	0.00
							Booking prepaids to FB	B	01	460	000				Nonspendable Fund Balanc	0.00	5,011.81
<b>\$5,011.81</b>																	
2321	202312	06/30/2023	P	JE		To correct missed IDEAS adj	To correct missed IDEAS adj	B	01	121	000				Due Fm Mn Children	68,367.53	0.00
							To correct missed IDEAS adj	R	01	005	000	000	740	360	State Special Education	0.00	68,367.53
<b>\$68,367.53</b>																	
2322	202312	06/30/2023	P	JE		To book PY over/under - FY23	To book PY over/under - FY23	B	01	121	000				Due Fm Mn Children	10,775.50	0.00
							To book PY over/under - Gen ec	R	01	005	000	999	000	211	General Education Aid	0.00	2,129.87
							To book PY over/under - LTFM	R	01	005	000	999	000	317	LTFM State Aid	924.74	0.00
							To book PY over/under - Lease	R	01	005	000	999	348	300	State Aids & Grants	1,883.00	0.00

### Three Rivers Montessori Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount	
2322	202312	06/30/2023	P	JE		To book PY over/under - FY23	To book PY over/under - Sped	R	01	005	000	999	740	360	State Aid for Spec Educatior	0.00	11,453.45	
<table border="1" style="float: right;"> <tr> <td style="width: 150px;"></td> <td style="text-align: right;">\$13,583.32</td> <td style="text-align: right;">\$13,583.32</td> </tr> </table>																	\$13,583.32	\$13,583.32
	\$13,583.32	\$13,583.32																
2324	202312	06/30/2023	P	JE		To book FY23 state aid rec	To book FY23 state aid rec	B	01	121	000				Due Fm Mn Children	126,019.20	0.00	
						To book FY23 state aid rec	To book FY23 state aid rec	R	01	005	000	000	000	211	General Education Aid	0.00	54,615.99	
						To book FY23 state aid rec	To book FY23 state aid rec	R	01	005	000	000	000	317	LTFM State Aid	0.00	600.26	
						To book FY23 state aid rec	To book FY23 state aid rec	R	01	005	000	000	317	211	English Learner Cross Subs	5.44	0.00	
						To book FY23 state aid rec	To book FY23 state aid rec	R	01	005	000	000	348	300	Lease Aid	0.00	5,558.22	
						To book FY23 state aid rec	To book FY23 state aid rec	R	01	005	000	000	740	360	State Special Education	0.00	65,250.17	
<table border="1" style="float: right;"> <tr> <td style="width: 150px;"></td> <td style="text-align: right;">\$126,024.64</td> <td style="text-align: right;">\$126,024.64</td> </tr> </table>																	\$126,024.64	\$126,024.64
	\$126,024.64	\$126,024.64																
2325	202312	06/30/2023	P	JE		To correct FS revenue	To correct FS revenue	R	02	005	000	000	000	649	Perm Interfd Transf	26,102.04	0.00	
						To correct FS revenue	To correct FS revenue	R	02	005	770	000	701	649	Transfer from Gen Fund	0.00	26,102.04	
<table border="1" style="float: right;"> <tr> <td style="width: 150px;"></td> <td style="text-align: right;">\$26,102.04</td> <td style="text-align: right;">\$26,102.04</td> </tr> </table>																	\$26,102.04	\$26,102.04
	\$26,102.04	\$26,102.04																





**Three Rivers Montessori  
Elk River, Minnesota  
District 4266**

**Supplemental Information**

**July 31, 2023**

## Three Rivers Montessori Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1478	4266	ERCH	CR0723													
FY24 Deposit 7/6/23																
				1492	Credit	A	07/06/23	Check	1	PATH	Pathfinders					
							4266	R	04	005	570	000	000	050		FY24 Pathfinders
															1,166.00	0.00
														Receipt Total:	\$1,166.00	\$0.00
														<b>Deposit Total:</b>	<b>\$1,166.00</b>	<b>\$0.00</b>
1479	4266	ERCH	CR0723													
FY24 Deposit 7/13/23																
				1493	Credit	A	07/13/23	Check	1	PATH	Pathfinders					
							4266	R	04	005	570	000	000	050		FY24 Pathfinders
															808.00	0.00
														Receipt Total:	\$808.00	\$0.00
														<b>Deposit Total:</b>	<b>\$808.00</b>	<b>\$0.00</b>
1480	4266	ERCH	CR0723													
IDEAS Pymt 7/14/23																
				1494	Credit	A	07/14/23	Wire	1	1001	MDE					
							4266	R	01	005	000	000	000	211		FY24 General Education Char
															63,874.20	0.00
														Receipt Total:	\$63,874.20	\$0.00
														<b>Deposit Total:</b>	<b>\$63,874.20</b>	<b>\$0.00</b>
1481	4266	ERCH	CR0723													
FY24 MMB SERVS Dep 7/20/23																
				1495	Credit	A	07/20/23	Check	1	1002	SERVS					
							4266	B	01	122	000				16,838.81	0.00
							4266	B	01	122	000				16.71	0.00
							4266	B	02	122	000				246.40	0.00
							4266	B	02	122	000				481.64	0.00
							4266	B	02	122	000				238.30	0.00
							4266	B	02	121	000				43.65	0.00
							4266	B	02	121	000				53.19	0.00
														Receipt Total:	\$17,918.70	\$0.00
														<b>Deposit Total:</b>	<b>\$17,918.70</b>	<b>\$0.00</b>
1482	4266	ERCH	CR0723													
FY24 Deposit 7/20/23																
				1496	Credit	A	07/20/23	Check	1	PATH	Pathfinders					
							4266	R	04	005	570	000	000	050		FY24 Pathfinders
															421.00	0.00
														Receipt Total:	\$421.00	\$0.00
														<b>Deposit Total:</b>	<b>\$421.00</b>	<b>\$0.00</b>

## Three Rivers Montessori Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1483	4266	ERCH	CR0723													
FY24 Deposit 7/27/23																
				1497	Credit	A	07/27/23	Check	1	1001	MDE					
							4266	R	01	005	000	000	372	071		FY24 MA IEP Reimb
															90.08	0.00
														Receipt Total:	\$90.08	\$0.00
														<b>Deposit Total:</b>	<b>\$90.08</b>	<b>\$0.00</b>
1484	4266	ERCH	CR0723													
FY24 Deposit 7/27/23																
				1498	Credit	A	07/27/23	Check	1	PATH	Pathfinders					
							4266	R	04	005	570	000	000	050		FY24 Pathfinders
															681.00	0.00
														Receipt Total:	\$681.00	\$0.00
														<b>Deposit Total:</b>	<b>\$681.00</b>	<b>\$0.00</b>
1485	4266	ERCH	CR0723													
FY24 MMB SERVS Dep 7/27/23																
				1499	Credit	A	07/27/23	Check	1	1002	SERVS					
							4266	B	01	122	000					FY23 FIN 420 PFY
							4266	B	01	122	000					FY23 FIN 420
							4266	B	01	122	000					FY23 FIN 419
							4266	B	01	122	000					FY23 FIN 425 CEIS
							4266	B	01	122	000					FY23 FIN 425 PFY CEIS
							4266	B	01	122	000					FY23 FIN 414
															469.67	0.00
															104.06	0.00
															24,186.25	0.00
															4,286.52	0.00
															2,725.82	0.00
															195.00	0.00
														Receipt Total:	\$31,967.32	\$0.00
														<b>Deposit Total:</b>	<b>\$31,967.32</b>	<b>\$0.00</b>
1486	4266	ERCH	CR0723													
IDEAS Pymt 7/28/23																
				1500	Credit	A	07/28/23	Check	1	1001	MDE					
							4266	R	01	005	000	000	000	211		FY24 General Education Char
															63,721.03	0.00
														Receipt Total:	\$63,721.03	\$0.00
														<b>Deposit Total:</b>	<b>\$63,721.03</b>	<b>\$0.00</b>
														Report Total:	\$180,647.33	\$0.00

### Three Rivers Montessori Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
												Date		
ERCH		3481		Wire	1	1034	Minnesota Department of Revenue		No	Yes	No	07/07/2023		1,716.12
ERCH		3482		Wire	1	1035	PERA		No	Yes	No	07/07/2023		3,073.29
ERCH		3483		Wire	1	1036	TRA		No	Yes	No	07/07/2023		4,359.32
ERCH		3484		Wire	1	1037	IRS		No	Yes	No	07/07/2023		10,673.48
ERCH		3485		Wire	1	1048	Charter Schools Development Corp		No	Yes	No	07/14/2023		21,350.08
ERCH		3486		Wire	1	1097	TSYS		No	Yes	No	07/14/2023		19.80
ERCH		3487		Wire	1	1141	Alerus		No	Yes	No	07/14/2023		100.00
ERCH		3488		Wire	1	1219	KPAY TLM		No	Yes	No	07/14/2023		176.00
ERCH		3489		BP	1	1022	The McDowell Agency, Inc.		No	Yes	No	07/17/2023		20.00
ERCH		3490		BP	1	1045	WDTechOnline, LLC	S Corporation	No	Yes	No	07/17/2023		300.00
ERCH		3491		BP	1	1056	Maxs Mowing N More, Inc.		No	Yes	No	07/17/2023		310.55
ERCH		3492		BP	1	1063	Designs for Learning		No	Yes	No	07/17/2023		318.75
ERCH		3493		BP	1	1065	Charter Communications		No	Yes	No	07/17/2023		307.93
ERCH		3494		BP	1	1066	MN CLN Services, Inc.		No	Yes	No	07/17/2023		2,208.75
ERCH		3495		BP	1	1070	Ace Solid Waste, Inc.		No	Yes	No	07/17/2023		145.27
ERCH		3496		BP	1	1072	A Chance to Grow		No	Yes	No	07/17/2023		1,604.70
ERCH		3497		BP	1	1089	Rebecca McMullen		No	Yes	No	07/17/2023		562.50
ERCH		3498		BP	1	1237	Buisness Essentials		No	Yes	No	07/17/2023		44.27
ERCH		3499		BP	1	1258	Caleb Horner		No	Yes	No	07/17/2023		200.00
ERCH		3500		BP	1	1259	Naeir		No	Yes	No	07/17/2023		59.00
ERCH		3501		BP	1	1260	Pitney Bowes Global Financial Services LL		No	Yes	No	07/17/2023		132.00
ERCH		3502		Wire	1	1234	Divvy		No	Yes	No	07/03/2023		136.92
ERCH		3503		Wire	1	1034	Minnesota Department of Revenue		No	Yes	No	07/14/2023		632.21
ERCH		3504		Wire	1	1035	PERA		No	Yes	No	07/14/2023		497.21
ERCH		3505		Wire	1	1036	TRA		No	Yes	No	07/14/2023		2,870.76
ERCH		3506		Wire	1	1037	IRS		No	Yes	No	07/14/2023		4,264.65
ERCH		3507		Wire	1	1023	The Hanover Insurance Group		No	Yes	No	07/18/2023		1,057.82
ERCH		3508		Wire	1	1059	jmc		No	Yes	No	07/18/2023		2.85
ERCH		3509		Wire	1	1234	Divvy		No	Yes	No	07/17/2023		402.29
ERCH		3510		Wire	1	1017	The Bank of Elk River		No	Yes	No	07/31/2023		10.00
ERCH		3511		Wire	1	1087	MN UI Fund		No	Yes	No	07/31/2023		1,561.00
ERCH		3512		Wire	1	1141	Alerus		No	Yes	No	07/31/2023		2.75
ERCH		3513		Wire	1	1141	Alerus		No	Yes	No	07/31/2023		100.00
ERCH		3514		Wire	1	1164	Elk River Municipal Utilities		No	Yes	No	07/31/2023		1,106.50
ERCH		3515		Wire	1	1164	Elk River Municipal Utilities		No	Yes	No	07/31/2023		911.20
ERCH		3516		Wire	1	1164	Elk River Municipal Utilities		No	Yes	No	07/31/2023		429.12
ERCH		3517		Wire	1	1229	Bill.com		No	Yes	No	07/31/2023		99.78
ERCH		3518 *		Wire	1	1231	Iron Mountain		No	Yes	No	07/31/2023		163.59
ERCH		3535		Wire	1	1034	Minnesota Department of Revenue		No	No	No	07/31/2023		749.41

Prepared by BerganKDV

### Three Rivers Montessori Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void				Amount
									Print	Recon	Void	Date	
ERCH		3536		Wire	1 1035		PERA		No	No	No	07/31/2023	740.26
ERCH		3537		Wire	1 1036		TRA		No	No	No	07/31/2023	3,328.68
ERCH		3538		Wire	1 1037		IRS		No	No	No	07/31/2023	5,159.64
Bank Total:												\$71,908.45	
Report Total:												\$71,908.45	

\*3519-3534 will appear in August's packet

### Three Rivers Montessori Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
2291	202401	07/01/2023	P	JE		Reverse Prepays FY24 Exper	Reverse Prepays FY24 Expens	B	01	131	000				Prepaid Expenditures	0.00	14,397.17
							HealthPartners Dental July	B	01	215	009				Dental	752.72	0.00
							HealthPartners Medical July	B	01	215	010				Medical	7,843.24	0.00
							MetLife July 2023	B	01	215	013				Life/LTD/STD	2,163.53	0.00
							JMC FY24 Software	E	01	005	108	000	000	405	Admin Tech Services - Softv	2,907.00	0.00
							Canon Copier July 2023	E	01	005	605	000	000	560	Principal LT Tech Leases	730.68	0.00
															\$14,397.17	\$14,397.17	
2301	202401	07/01/2023	P	JE		Reverse FY23 115	FY23 115 - Lunch Pymts	B	02	115	000				Accounts Receivable	0.00	824.50
							FY23 115 - Pathfinders	B	04	115	000				Accounts Receivable	0.00	502.00
							FY23 115 - Lunch Pymts	R	02	005	770	000	701	601	Food Sales to Students	824.50	0.00
							FY23 115 - Pathfinders	R	04	005	570	000	000	050	Fees From Patrons	502.00	0.00
															\$1,326.50	\$1,326.50	
2302	202401	07/01/2023	P	JE		Reverse FY23 Deferred Rev	FY23 230 - Lunch Pymts	B	02	230	000				Deferred Revenue	879.50	0.00
							FY23 230 - Pathfinders	B	04	230	000				Deferred Revenue	1,336.00	0.00
							FY23 230 - Lunch Pymts	R	02	005	770	000	701	601	Food Sales to Students	0.00	879.50
							FY23 230 - Pathfinders	R	04	005	570	000	000	050	Fees From Patrons	0.00	1,336.00
															\$2,215.50	\$2,215.50	



**Three Rivers Montessori  
Elk River, Minnesota  
District 4266**

**Financial Statements**

**July 31, 2023**

**Three Rivers Montessori  
Elk River, Minnesota  
July 2023 Financial Statements  
Executive Summary**

**Summary of Key Financial Indicators**

- \* Average Daily Membership (ADM) Overview –
  - Original Budget: 167
  - Actual: TBD
- \* The School's projected net income for the year is \$83,566. This would result in a projected cumulative fund balance of \$364,394 or 16.4% of expenditures at fiscal year-end.

**Financial Statement Key Points**

- \* As of month-end, 8.3% of the year was complete.
- \* Cash Balance as of the reporting period is \$246,876, up from the previous month of \$172,312.
- \* Revenues received at end of the reporting period – 7.56%
- \* Expenditures disbursed at end of the reporting period – 2.98%

**Other Items**

- \* Your audit fieldwork is scheduled with Abdo for August 7<sup>th</sup>-9<sup>th</sup>. We have finished prepping the system and passed off the information to the audit team to finalize FY23.
- \* FY24 Lease aid needs to be completed soon to assist with cash flow. Please watch your email for your applicable conflict of interest form. The Board Chair and Executive Director will sign the rest of the application.

**Supplemental Information (see separate attachments)**

A separate report is provided that shows the payment detail, receipts that were posted and journal entry transaction that were recorded during the month (if any).



**Three Rivers Montessori  
Elk River, Minnesota  
Balance Sheet  
As of July 31, 2023**

	Unaudited Balance 7-1-2023	Month Ending Balance
<b>Assets</b>		
Current Assets		
101 Main Bank	\$ 171,912	\$ 246,476
101 Savings Bank	400	400
115 Accounts receivable	1,327	-
121 State aids receivable	126,116	126,019
Current year state holdback		40,709
122 Federal aids receivable through MDE	50,530	2,181
131 Prepaid expenses	14,397	-
Total all assets	<u>\$ 364,682</u>	<u>\$ 415,784</u>
<b>Liabilities and Fund Balance</b>		
Current Liabilities		
201 Salaries and wages payable	\$ 28,639	\$ 9,134
206 Accounts payable	33,093	18,604
215 Payroll deductions and contributions payable	19,908	(635)
230 Deferred revenue - lunch accounts	2,215	-
Total liabilities	<u>83,855</u>	<u>27,102</u>
Fund Balance		
Unreserved fund balance	252,123	252,123
Nonspendable fund balance (inventories, prepaids)	14,397	14,397
Reserved Fund Balance - MA Billing	278	278
Restricted fund balance - Community Service	14,029	14,029
Net income to date	-	107,855
Total fund balance	<u>280,827</u>	<u>388,682</u>
Total liabilities and fund balance	<u>\$ 364,682</u>	<u>\$ 415,784</u>

**Management has elected to omit substantially all disclosures, government-wide financial statements, and required supplementary information. No CPA provides any assurances on these financial statements.**

**Three Rivers Montessori  
Elk River, Minnesota  
Summary Revenue and Expense Statement  
As of July 31, 2023**

	<i>Months to Date</i>		<i>1</i>	<i>8.33%</i>
	2023-2024 Original Budget	2023-2024 Year to Date Actual	Year to Date Percent of Original Budget	
<b>Projected Enrollment</b>	167	0.00		0.00%
Weighted Average Daily Membership	167.00	0.00		0.00%
<b>General Fund - 01</b>				
Revenues				
State Revenues				
211 General education aid	1,276,007	127,595		10.00%
212 Literacy incentive aid	12,811	-		0.00%
201 Endowment fund apportionment	7,243	-		0.00%
348-300 Charter school lease aid	219,438	-		0.00%
317 Long-term facilities maintenance revenue	22,044	-		0.00%
360 Special education aid	482,089	-		0.00%
071 Medical assistance billing revenue	-	90		0.00%
999 Prior year over/under accrual	60,000	-		0.00%
Estimated state holdback	-	40,709		
Total state revenues	<u>2,079,632</u>	<u>168,394</u>		8.10%
Federal Revenues				
859 Prior year CSP		-		0.00%
401 414 Title programs	2,078	-		0.00%
419 425 Special education aid	27,522	-		0.00%
499 CRF/CARES	12,661	1,440		11.37%
Total federal revenues	<u>42,262</u>	<u>1,440</u>		3.41%
Local Revenues				
Deposits without documentation		-		
050 Fees collected	8,245	-		0.00%
092 Interest Earnings	-	-		0.00%
096 Gifts and donations	3,521	-		0.00%
099 Other local revenues	11,138	-		0.00%
621 Sales of materials purchased for resale	1,000	-		0.00%
Total local revenues	<u>23,904</u>	<u>-</u>		0.00%
Total revenues	<u>\$ 2,145,798</u>	<u>\$ 169,834</u>		7.91%
Expenditures				
General Fund				
100 Salaries	700,448	16,446		2.35%
200 Benefits	168,759	3,278		1.94%
Projected salaries and benefits payable		-		
Total salaries, wages, and benefits payable	<u>869,207</u>	<u>19,725</u>		2.27%
305 Contracted services	214,200	5,365		2.50%
315 Contracted technology services	2,000	4,831		241.54%
320 Communications services	5,100	308		6.04%
329 Postage	1,231	-		0.00%
330 Utilities cost	24,627	145		0.59%
340 Property and liability insurance	15,245	1,058		6.94%
350 Repairs and maintenance	10,261	2,234		21.77%
360 Contracted transportation - Field Trips	410	-		0.00%
366 Travel, conferences and staff training	3,899	250		6.41%
369 Field trips and other student fees	257	-		0.00%
348-370 Building lease cost	258,003	21,350		8.28%
335 Other rentals and operating leases	3,078	2,455		79.76%
380 Computer and tech related hardware rentals	5,131	(892)		-17.38%
401 Supplies - non instructional	19,753	224		1.14%
405 Non instructional software and license fees	8,869	4,099		46.21%
406 Instructional software and license fees	3,592	-		0.00%
430 Instructional supplies	12,314	104		0.84%
455 Non-instructional technology supplies	7,696	-		0.00%
456 Instructional technology supplies	1,026	-		0.00%
460 Textbooks and workbooks	2,000	-		0.00%
461 Standardized Tests	1,491	-		0.00%
466 Instructional technology devices	2,565	-		0.00%
490 Food purchased (not for food service)	3,078	-		0.00%

		Months to Date		8.33%
		1		
		2023-2024	2023-2024	Year to Date
		Original	Year to Date	Percent of
		Budget	Actual	Original
				Budget
530	Other equipment purchased	5,131	-	0.00%
740	Interest on sale of receivables / line of credit	1,539	-	0.00%
820	Dues and memberships	20,715	59	0.28%
895	Indirect costs	-	-	0.00%
899	Transactions without documentation	-	-	0.00%
	<i>Subtotal general fund expenditures</i>	<i>1,502,421</i>	<i>61,315</i>	<i>4.08%</i>
Title Programs				
366	Travel, conferences and staff training	2,078	-	0.00%
895	Indirect costs	-	-	0.00%
	<i>Subtotal title programs expenditures</i>	<i>2,078</i>	<i>-</i>	<i>0.00%</i>
State Special Education				
100	Salaries	324,069	790	0.24%
200	Benefits	76,187	120	0.16%
394	Special education fees for services	102,614	-	0.00%
401	Supplies - non instructional	1,026	-	0.00%
405	Non instructional software and license fees	-	-	0.00%
433	Individualized instructional materials	2,565	-	0.00%
466	Instructional technology devices	1,000	-	0.00%
	<i>Subtotal state special education expenditures</i>	<i>507,462</i>	<i>910</i>	<i>0.18%</i>
Federal Special Education				
303	Federal contracted services < \$25,000	26,373	-	0.00%
366	Travel, conferences and staff training	-	-	0.00%
401	Supplies - non instructional	1,149	-	0.00%
405	Non instructional software	-	-	0.00%
433	Individualized instructional materials	-	-	0.00%
	<i>Subtotal federal special education expenditures</i>	<i>27,522</i>	<i>-</i>	<i>0.00%</i>
Federal CRF/CARES				
100	Salaries	9,120	1,216	13.33%
200	Benefits	1,541	199	12.93%
303	Federal contracted services < \$25,000	-	-	0.00%
401	Supplies - non instructional	500	25	5.00%
433	Individualized instructional materials	1,000	-	0.00%
490	Food purchased (not for food service)	500	-	0.00%
	<i>Subtotal federal CRF/CARES expenditures</i>	<i>12,661</i>	<i>1,440</i>	<i>11.37%</i>
	<i>Subtotal all expenditures</i>	<i>2,052,145</i>	<i>63,665</i>	<i>3.10%</i>
Transfer to food service fund		(0)	-	
<b>Total expenditures</b>		<b>\$ 2,052,145</b>	<b>\$ 63,665</b>	<b>3.10%</b>
<b>General fund net income</b>		<b>\$ 93,653</b>	<b>\$ 106,169</b>	

#### Food Services Fund - 02

Revenues				
300	State revenues	\$ 6,533	\$ -	0.00%
400	Federal revenues	\$ 85,170	-	0.00%
474	USDA commodities received	\$ -	-	0.00%
600s	Sales of lunches, breakfasts, and milk	\$ -	55	0.00%
	<i>Subtotal revenues</i>	<i>91,703</i>	<i>55</i>	<i>0.06%</i>
Transfer from General Fund		-	-	
<b>Total revenues</b>		<b>\$ 91,703</b>	<b>\$ 55</b>	<b>0.06%</b>
Expenditures				
100	Salaries	19,000	-	0.00%
200	Benefits	5,611	-	0.00%
300	Purchased services	1,530	-	0.00%
401	Supplies and materials	2,052	-	0.00%
490/495	Food and milk	81,578	-	0.00%
491	Federal commodities used	-	-	0.00%
820	Dues, memberships, other fees	-	-	0.00%
	<i>Total expenditures</i>	<i>\$ 109,772</i>	<i>\$ -</i>	<i>0.00%</i>
<b>Food services fund net income</b>		<b>\$ (18,069)</b>	<b>\$ 55</b>	

		Months to Date		1	8.33%
		2023-2024 Original Budget	2023-2024 Year to Date Actual	Year to Date Percent of Original Budget	
<b>Community Services Fund - 04</b>					
Revenues					
50	Before and After care fees	\$ 61,630	3,910	6.34%	
	Subtotal revenues	61,630	3,910	6.34%	
	Transfer from General Fund	0	-		
	<b>Total revenues</b>	<b>\$ 61,630</b>	<b>\$ 3,910</b>	<b>6.34%</b>	
Expenditures					
100	Salaries	43,782	1,961	4.48%	
200	Benefits	7,971	297	3.73%	
300	Purchased services	1,020	-	0.00%	
401	Supplies and materials	875	21	2.45%	
	<b>Total expenditures</b>	<b>\$ 53,648</b>	<b>\$ 2,279</b>	<b>4.25%</b>	
<b>Community services fund net income</b>		<b>\$ 7,982</b>	<b>\$ 1,631</b>		
<b>Total All Funds</b>					
Revenues					
	State revenues	\$ 2,086,165	\$ 168,394	8.07%	
	Federal revenues	127,432	1,440	1.13%	
	Local revenues	85,535	3,965	4.64%	
	Fund transfers	-	-		
	<b>Total revenues</b>	<b>\$ 2,299,131</b>	<b>\$ 173,799</b>	<b>7.56%</b>	
Expenditures					
	Salaries and wages	\$ 1,096,419	\$ 20,412	1.86%	
	Employee benefits	260,069	3,894	1.50%	
	Purchased services	677,060	37,105	5.48%	
	Supplies and materials	154,631	4,473	2.89%	
	Facilities and equipment	5,131	-	0.00%	
	Dues and memberships; fees; other expenses	20,715	59	0.28%	
	Other program costs	-	-	0.00%	
	<b>Total expenditures</b>	<b>\$ 2,215,565</b>	<b>\$ 65,944</b>	<b>2.98%</b>	
	<b>Total revenues all funds</b>	<b>\$ 2,299,131</b>	<b>\$ 173,799</b>	<b>7.56%</b>	
	<b>Total expenditures all funds</b>	<b>2,215,565</b>	<b>65,944</b>	<b>2.98%</b>	
<b>Net income - all funds</b>		<b>\$ 83,566</b>	<b>\$ 107,855</b>		
<b>Beginning fund balance, district wide</b>		<b>280,827</b>	<b>280,827</b>		
<b>Ending fund balance, district wide</b>		<b>364,394</b>	<b>388,682</b>		

Management has elected to omit substantially all disclosures, government-wide financial statements, and required supplementary information. No CPA provides any assurances on these financial statements.



# Application, Enrollment, and Lottery Policy

Date Created: 12/14/2022

Approved By: Not Yet Board Approved

Date Approved: TBD

## Application, Enrollment, and Lottery Policy

### GENERAL STATEMENT OF POLICY

Three Rivers Montessori Charter School Board of Directors acknowledges that the application and enrollment process for charter schools is unique in comparison to traditional public school systems. Therefore, the purpose of this policy is to disseminate TRM application, enrollment, and lottery procedures per MN state statute which reads as follows:

### MINNESOTA STATUTE 124E.11: ADMISSION REQUIREMENTS AND ENROLLMENT

*(a) A charter 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 under section 124D.68;*

*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.*

*(b) 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.*

*(c) 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.*



# Application, Enrollment, and Lottery Policy Cont.

*(d) A person shall not be admitted to a charter school*

*(1) 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 paragraphs (b) and (c).*

*(e), a charter 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 section.*

*(f) 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.*

*(g) Once a student is enrolled in the school, the student is considered enrolled in the school until the student formally withdraws or is expelled under the Pupil Fair Dismissal Act 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.*

*(h) A charter school with at least 90 percent of enrolled students who are eligible for special education services and have a primary disability of deaf or hard-of-hearing may enroll pre-kindergarten pupils with a disability under section 126C.05, subdivision 1, paragraph (a), and must comply with the federal Individuals with Disabilities Education Act under Code of Federal Regulations, title 34, section 300.324, subsection (2), clause (iv).*

## TRM APPLICATION AND ENROLLMENT PROCEDURES WITH GENERALIZED TIMELINES

1. Annually after the First of the Year

a. All enrollment information and applications are posted on the school's website and will be available in the main office.

2. Annually in February

a. An "Intent to Return" form is distributed to all enrolled charter school families. Families are asked to indicate their intentions of returning to TRM the next school year.

3. Applications are accepted for enrollment from new families. New families interested in enrolling for the next school year must complete an application, which is available on the school website, and submit during the designated window as determined by school administration. Families may submit their application to the school either through the website or via:



# Application, Enrollment, and Lottery Policy Cont.

- i. Mail: Three Rivers Montessori Charter School 17267 Yale St. NW, Elk River MN 55330
- ii. FAX: 763-595-1198
- iii. Email: [admin@threeriversmontessori.org](mailto:admin@threeriversmontessori.org)

4. TRM does not accept enrollment applications before the designated application submission window.

a. Any applications received *after* the designated window closes but *before* the lottery is held, will be placed at the end of the waiting list created as part of the lottery process in the order they are received.

b. Any applications received *after* the window closes and *after* the lottery is held, will be placed at the end of the waiting list by grade in the order they are received.

5. Any child eligible to receive sibling preference or preference based on the current employment of a staff member must also submit an application for enrollment. Preference placements may only be made if the application is submitted within the designated window.

6. Once the application window closes, school operations will count the number of applications.

i. If there are fewer applicants than enrollment slots available, all applicants will be accepted for enrollment. Applicants will be notified in various formats confirming enrollment within 10 business days of the closing of the application submission window.

ii. If there are more applicants than enrollment slots available, TRM shall hold a lottery open to the public at a time and place specified by school administration and operations. The date and time of the lottery will be noted on the school's website no later than 8pm the day the submission window closes.

## LOTTERY PROCESS

### General Statement

Preceding a lottery, an enrollment application must be submitted during the window provided on the application for a student to be eligible to participate in the lottery. During the lottery process drawings will be conducted for each grade level that has applications exceeding the number of openings. At the completion of the lottery, the parents or guardians of students entered into the lottery will be informed of the results in various formats, including on the school's website.



# Application, Enrollment, and Lottery Policy Cont.

## Lottery Procedure

Each student entered into the lottery will be assigned a number. The letter including the results will also list the numbers for accepted students and the order of the students on the waitlist by number as well. Waitlist spaces are determined by the order in which a child's name is drawn in the lottery. After the lottery, students are added to the wait list on a first-come-first-serve basis. Classroom openings are then filled in the order of the waiting list.

- a. If it is determined that a lottery is necessary, Operations will populate a spreadsheet with the names, addresses, siblings (if applicable), and grade level of all applicants.
- b. The Operations Department will merge the data with the Lottery communication and assign a random number to each enrollment applicant. Numbers will be communicated within 10 business days of the closing of the application submission window. This letter will include the specific date, time and location of the lottery as well as confirm the lottery is open to the public.
- c. The lottery will be held on the date and at the time and location as specified in the Lottery Letter.
- d. The school will post the results of the lottery on the school's website at [www.threerivermontessori.org](http://www.threerivermontessori.org) and on the school's doors the day following the lottery.
- e. The Operations Department will send a letter of acceptance to all families who received spots in the lottery within 5 business days.
- f. Families will be required to accept seats within 10 business days of the date of the lottery. This can be done via email, phone call, or written letter of acceptance to the school.

Should a family fail to contact the school to accept a seat, the school will follow the notification procedures as follows:

- i. An email will be sent to the contact(s) in the child's application regarding an available seat in the child's grade level
- ii. A phone call will be made to the child's contact(s) the same day. A voicemail will be left if there is no answer.
- iii. Also on the same day, a letter will be sent via mail to the address on the child's application. If a response is not received either via phone, email, or written notice within 5 business days from the date of the letter the child will be moved to the bottom of the appropriate waiting list.
- iv. If the family accepts the seat for the child, a letter of acceptance is provided electronically within 3 business days.





# Application, Enrollment, and Lottery Policy Cont.

## Sibling and staff Enrollment Preference

- a. Per Minnesota Statutes, section 124E.11 (c), "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." Three River Montessori Charter School does give sibling preference as well as preference to child(ren) of the school's staff.
- b. Per Minnesota Statutes, no other enrollment preference may be given.

When the lottery is complete, students that meet the requirements for enrollment "preference" as outlined above, will be included a "preference section" of the appropriate waiting list for their grade. If a student is included in the preference section but loses their status before officially enrolling, that student will be placed in the non-preference section of the waiting list for his or her grade.

## Waiting List(s)

- a. Once all enrollment slots are filled via the lottery, all remaining lottery numbers will be drawn to create waiting lists by grade. All waiting lists will be posted on the TRM website at [www.threeriversmontessori.org](http://www.threeriversmontessori.org) and on the school's doors the day following the lottery.
- b. If an enrollment slot becomes available prior to or during the school year, school administration will call the first applicant on the waiting list and will continue down that list until the slot is filled.
- c. The TRM Board of Directors recognizes that a student entering a Montessori classroom after the "normalization" of that class occurs requires additional consideration. Therefore, openings that occur after mid-year may or may not be filled based on the following timelines:
  - i. No E-2 (4th-6th grade) openings will be filled after March 1st.
  - ii. No E-1 (1st-3rd grade) openings will be filled after April 1st.
  - iii. No openings in any grade level will be filled after April 1st.
- d. Any applications received after the designated submission window closes and after the lottery is concluded will be placed at the end of the waiting list for the particular grade level in the order they are received.

## Enrollment Process Post Lottery

Upon acceptance of the seat, the parent/guardian(s) must provide the completed enrollment packet within 5 business days so TRM may request records and determine any additional services needed. TRM staff will discuss with families accepting a seat, the student's start date, not to exceed ten school days from the date the seat is offered, the students grade level, transportation plans, and siblings on the waiting list if applicable.



# Application, Enrollment, and Lottery Policy Cont.

Any applications received after the designated submission window closes and after the lottery concludes will be placed at the end of the waiting list for the indicated grade level in the order they are received.

## ENROLLMENT PACKET SUBMISSION

1. Following acceptance of a seat, the child's guardian has 5 business days to complete the enrollment packet provided by Three Rivers Montessori via:
  - i. Mail: Three Rivers Montessori Charter School 17267 Yale St. NW, Elk River MN 55330
  - ii. FAX: 763-595-1198
  - iii. Email: [admin@threeriversmontessori.org](mailto:admin@threeriversmontessori.org)
2. Should a family fail to submit the completed enrollment packet to TRM by the 5th business day, the same notification procedure as outlined in the Lottery Procedure above.
1. If the enrollment packet is not received by the 5th business day following the notification from the school, the child will be moved to the bottom of the waiting list.
  - a. If a family fails to respond after all communication efforts have been exhausted and a period of 30 days has commenced, the child may be removed from the waitlist.
  - b. The family may re-apply via the application process.
  - c. All waiting list applicants must submit a new application for the following school year, even if on the current waiting list. The application will not automatically roll over to the next school year.

## Exhibit L: Board Member Statement of Assurance

By signing my name below, I acknowledge that:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-mail Address