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## **Charter School Authorizer Agreement**

This Charter School Authorizer Agreement (the “Agreement”) is entered into between Innovative Quality Schools (“IQS”) and Bdote Learning Center. (hereinafter the “School”) to be effective from July 1, 2023 through June 30, 2025.

This Agreement is entered into for the purposes of defining the responsibilities and obligations of each party with respect to the authorization of a Minnesota Charter School to be operated by the School. It is the intention of the parties that this Agreement will comply with all requirements of the Minnesota Charter School Law (Minnesota Statutes Section 124E.10. et. seq.) as the law may be amended from time to time. Both parties acknowledge their responsibility to abide by all applicable provisions of Applicable Law and the Charter Law (as defined below) regardless of whether they are delineated in this Agreement.

### **Section 1. DEFINITIONS.**

1.1 Definitions. For purposes of this Agreement, and in addition to the terms in this Agreement, each of the following words or expressions has the meaning as defined in this section:

- a) “Addendum” means a document that is referenced as an addendum to this Agreement. All Addenda to this Agreement are hereby incorporated herein and made a part of this Agreement.
- b) “Agreement” means this Charter School Authorizer Agreement as required by the Charter Law.
- c) “Applicable Law” means all state and federal law applicable to Minnesota charter schools governing the organizational, programmatic and financial requirements, and any regulations implemented pursuant to those laws.
- d) “Charter Law” means the Minnesota Statutes Chapter 124E. *et seq.*, as amended, and any rules adopted by the Commissioner relating to this law.
- e) “Charter School Board” means the Board of Directors that governs the School, as provided under Minnesota Statutes §124E.07 and the Bylaws of the School.
- f) “Commissioner” means the Commissioner of the Minnesota Department of Education.
- g) “Department” means the Minnesota Department of Education.
- h) “School” means Bdote Learning Center, which is established as a charter school pursuant to this Agreement and which is incorporated pursuant to Minnesota Statutes §317A. The official address of the School is: 3216 E 29th St, Minneapolis, MN 55406
- i) “School information” includes all educational data, as defined in Minnesota Statutes §13.32; any and all data related to employees of the School; any and all complaints filed by the School as required by law, and all complaints filed against the School; any and all investigative files and the results of any investigations; and any and all financial information as required to be disclosed in this Agreement.
- j) “School ScoreCard” means the School ScoreCard described in Section 2.2(c) of this Agreement that is used to evaluate the performance of the School.
- k) “IQS” means “Innovative Quality Schools,” PO Box 580, Hutchinson, Minnesota 55350.

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## **Section 2. PURPOSE OF THE SCHOOL; DESCRIPTION OF THE PROGRAM; PERFORMANCE INDICATORS AND EVALUATION.**

2.1 Purpose of the School/Description of the Program. The School will be organized and operated to improve all pupil learning and all student achievement, and to achieve the following additional purposes:

- a) increase learning opportunities for all pupils;
- b) encourage the use of different and innovative teaching methods;
- c) measure learning outcomes and create different and innovative forms of measuring outcomes;
- d) establish new forms of accountability for schools;
- e) create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the School site;

The School will report on the achievement of its purposes in its annual report, as provided in Section 2.2 (d) of this Agreement.

The School is a Grades K-8 school that will provide students:

- a) A language immersion school providing instruction in both the Ojibwe and Dakota languages where all students will learn in at least one of these languages; rigorous learning opportunities designed to meet or exceed the state learning standards through an indigenous linguistic and cultural lens;
- b) a curriculum which is provided through direct instruction, individualized coaching, project based, experiential, hands-on learning;
- c) community centered programming where role models for language learning and cultural understanding and practice are provided;
- d) a safe place to learn and grow while being provided an individualized learning opportunity that addresses their academics and also their emotional and social needs;
- e) caring adults who have an in-depth knowledge and understanding of the subject matter and innovative instructional models that best meets the needs of their students;
- f) small class environments that assures each student will receive individualized attention and assistance;
- g) an innovative model of learning that is consistent with its vision and mission.

2.2 Performance Indicators and Evaluation. The School must provide instruction for the minimum number of hours required by Applicable Law, with the School having the option of providing additional programs after the regular day, in the summer or through other means.

- a) Student/School Performance Standards. The School will comply with the requirements of the Minnesota Learning/Graduation Standards, as defined by Minnesota Statutes §§120B.02; 120B.024; and Minnesota Rules parts 3501.0010 – 3510.0280 and will document the levels of student performance in terms of students meeting those graduation standards.
- b) Every School Succeeds Act (ESSA). The School will comply with the responsibilities and obligations of the Title I, Part A accountability provisions as specified under the

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federal ESSA and its implementing regulations established by the U.S. Department of Education including, but not limited to, i) participating in statewide assessments, ii) meeting the state adequate yearly progress definition, iii) meeting public and parent reporting requirements, iv) implementing school sanctions if the School is identified for improvement, and/or failing to meet disparities in teacher and paraprofessional requirements. This section shall automatically be modified to reflect changes in ESSA, or when the Department is granted waivers from ESSA by the United States Department of Education.

- c) Specific Academic and Non-academic Performance Indicators. The School will identify and attain the goals and measurable performance indicators for: (1) program model and mission of the School; (2) governance of the School; (3) specific student academic and nonacademic outcomes that pupils must achieve as well as outcomes which are indicative of school performance; (4) financial management; and (5) operation of the School. These goals will be outlined in the School ScoreCard to be mutually agreed upon by School and IQS, a copy of which is attached as Addendum 1, as the same may be modified from time to time by IQS. These performance indicators are intended to specifically assure that the student learning requirements as defined in Charter Law and other Applicable Law, and will be included with the academic standards to which the School will be held accountable. The academic performance indicators will include multiple achievement indicators including the state tests required of all students, a nationally normed referenced test, and/or other professionally recognized measurement systems and other methods as provided for in this Agreement.
- d) Annual Report. The School must publish an annual report approved by its board of directors that is consistent with the provisions of the Charter Law at §124E.16 subd.2. The School must post the annual report on the School's official website. The School also must distribute the annual report by publication, mail, or electronic means to its authorizer, school employees, and parents and legal guardians of students enrolled in the School.
- e) School Improvement Plan (SIP). Based on the results specified in the IQS Annual Report or other identified areas for growth, the School will develop an annual School Improvement Plan (SIP) that identifies the action to be taken by the School to continuously improve the performance of the School.
- f) Annual Report Dissemination. As required under the Charter Law, the School will disseminate the Annual Report to the parents and legal guardians of students enrolled at the School, IQS and School employees. The Annual Report must be placed on the website of the School.

### **Section 3. LEGAL STRUCTURE AND AUTHORITY OF THE SCHOOL.**

3.1 Legal Structure. The School must adhere to all legal requirements as defined in Minnesota Statute 124E as identified below.

- a) Nonprofit Status. The School is organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended.
- b) Articles of Incorporation. The School's Articles of Incorporation are on file with the State of Minnesota and with IQS.

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- c) Bylaws. The School has in place a set of Bylaws, a copy of which is filed with IQS. The School will notify IQS of any proposed amendments to the Bylaws prior to adopting any changes. At its discretion, IQS may provide review and comment on the proposed amendments at or before the regularly-scheduled Board meeting at which the proposed amendments are to be discussed and voted upon. The School shall not adopt Bylaw amendments affecting the governance structure of the School or Board without prior approval of IQS. If IQS does not issue its comments on Bylaw amendments affecting the governance structure of the School or Board within 30 days following notice to IQS by the School, the School may proceed with its proposed amendment unless IQS requests an additional 15 days for the review, which additional time shall be granted by the School.
  - d) Lease Space. The School may lease space from any public or nonsectarian private organization as it deems reasonable. If the School intends to lease from a private sectarian organization, it will comply with the provisions of the Charter Law at Section 124E, including providing the assurances set forth in Addendum 2, attached hereto. Prior to finalizing a lease for space, the School will submit the lease to the Department for review and comment. The School will also provide the lease to IQS for review and comment.
  - e) Authorized Grades. The School is authorized for grades K-8.
  - f) Enrollment/Grade Level Expansion. The School will not expand its grade levels beyond that specified in Section 2.1 without application to and approval by IQS and the Commissioner in a manner consistent with the Charter Law.

#### **Section 4. OPERATING REQUIREMENTS.**

4.1 Governance. The governance, management and administration plan for the School shall be as described in this section.

- a) Board of Directors. The School will be governed by a board of directors in accordance with its Bylaws and with all Applicable Laws. The School will file changes in the membership of the Charter School Board with IQS. Prior to the time such persons are seated as members of the Charter School Board, the School will conduct a criminal background check identical to those required by Minnesota Statutes §123B.03 subd 1. The Charter School Board will certify to IQS that background checks have been completed and, consistent with data practices law, will provide to IQS any adverse information that is revealed as part of the background checks and will evaluate, on a case-by-case basis, membership on the Charter School Board where the background check revealed adverse information. Each director will submit to IQS a signed agreement in the form of Addendum 2, as the same may be revised from time to time by IQS stating they will comply with all Applicable Laws.
- b) Conflict of Interest. The provisions of Section 124E.14 of the Charter Law relating to conflicts of interest shall be followed by each director.
- c) Powers. The Charter School Board will provide policy leadership including, but not limited to long range planning and goal-setting for the School consistent with the School's approved mission; holding the School accountable for meeting the goals; approving an annual budget and providing oversight of the budget; employing appropriate staff or contracting with organizations that do employ appropriate staff;

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setting expectations and reviewing the performance of the School director at least annually; and other policies regarding the operation of the School. The Charter School Board will adopt all required policies as provided by law. In addition, the Charter School Board will adopt policies as required assuring the School will operate in a non-sectarian manner.

- d) Board Election. Charter School Board elections and director qualifications will be as provided in the Charter Law and in the School's Bylaws.
- e) Open Meeting Law. Charter School Board will comply with the Minnesota Open Meeting Law, Minnesota Statutes §13D.
- f) Frequency of Meetings. The Charter School Board will meet as provided in the Bylaws. All meeting agendas must be posted in accordance to Minnesota Statute 13D and on the School's website. Minutes from meetings must be posted within ten (10) days of their approval by the Charter School Board.
- g) IQS Report to the Board. Following the review of the Annual Report as provided for in Section 2.2 (d), IQS will provide the Charter School Board with its written analysis of how well the School is meeting the provisions of this Agreement.
- h) Authorization of Employment. The Charter School Board will either directly employ, contract with individuals, contract with an organization or a combination of these options, necessary teachers, as defined by Minnesota Statutes §122A.15, subdivision 1, who hold valid licenses to perform the particular instruction or services at the School.
- i) Non-licensed Personnel. The Charter School Board or its delegate may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.
- j) Collective Bargaining. If the School engages in collective bargaining, the School will comply with Minnesota Statutes chapter 179A, the Public Employment Relations Act.
- k) Board Training. The Charter School Board will participate in training regarding board governance, the board's role and responsibilities, financial management and employment policies in accordance with Section 124E.07 subd. 7 of the Charter Law. A director who does not begin the required training within six months of being seated, and completes the required training within 12 months of being seated, is ineligible to continue to serve as a director. In addition, the Charter School Board will submit its plan for training to IQS, if requested by IQS, and attend training reasonably required by IQS.

4.2 Management and Administration Plan. The Charter School Board shall establish qualifications for all persons who hold administrative, supervisory, or instructional leadership roles in accordance with Minnesota Statutes, §124E.12, subdivision 2. The Charter School Board shall use those qualifications as the basis for job descriptions, hiring and performance evaluations of those persons who hold administrative, supervisory or instructional leadership roles at the School, including the hiring and evaluation of any third party organization hired to provide such functions to the School. The Charter School Board will annually prepare performance expectations to be accomplished by the school leader(s). The Charter School Board will review the leaders' performance at least annually. The teachers may provide written feedback to the Charter School Board regarding the leaders' performance. The teachers will report to the designated school leader(s). Each teacher and the School leaders will annually prepare performance expectations to be accomplished by the teacher. The School leader(s) will

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review the performance of the teachers. Professional teacher teams may also be established to provide professional observations and feedback to each other. The teachers may participate in site committees including School model oversight which includes curriculum; budget; and professional development. Each committee will operate under the guidance and direction of the School leader.

The School's performance criteria, as identified in the School ScoreCard, must be met with respect to the governance, management and administration of the School.

4.3 Financial Management. The Charter School Board may engage a third party to provide financial management of the School. If they choose to engage a third party, the Charter School Board will request and review the bids for such services and make decisions to assure no conflicts of interest exist and that the agreement is in the best interests of the School.

- a) Financial Reports. The School will provide IQS a copy of the annual budget for review and comment at least ten (10) business days prior to its approval by the Charter School Board. The School shall also provide IQS periodic reports of the financial status of the School as requested. All financial data must be placed on the School website within ten (10) days of the Charter School Board's approval.
- b) UFARS. The School will utilize the UFARS financial accounting principles and methods. Student accounting will comply with MARSS requirements. All accounting records will be audited annually by a public accounting firm engaged by the Charter School Board.
- c) Audits. The School will comply with the same financial audits, audit procedures, and audit requirements of district schools (Minnesota Statutes §§123B.75 to 123B.83) except when deviations are necessary because of the program of the School. The School will provide IQS with a final audit and any management letters provided by the auditor. As provided by the Charter Law at Section 124.E.16, if the audit includes findings that a material weakness exists in the financial reporting systems of the School, the School must submit a written report to the Commissioner explaining how the material weakness will be resolved in accordance with the procedures set by the Commissioner. The report to the Commissioner will also be provided to IQS.
- d) Creditors. If the School has any payments to creditors for which there is an outstanding liability of over 60 days, the School will provide IQS a written statement explaining the reasons for this and a proposal for payment of the outstanding liability.

4.4 Non-sectarian. The School will be nonsectarian in its programs, admission policies, employment practices and all other purposes and will operate consistent with state and federal law.

4.5 Tuition. The School will not charge Minnesota resident's tuition for admission to the School. 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. The School will comply with the Minnesota Public Schools Fee Law, Minnesota Statutes §§123B.34-.39, which governs authorized and prohibited student fees.

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

4.7 Admissions. When considering admission of new students, the School will adhere to all provisions listed below.

- a) Limits. The School will not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, nor may it condition admission on criteria or take any action that would violate the Minnesota Human Rights Act, Minnesota Statutes § 363A.
- b) Applications. The School will enroll an eligible pupil who submits a timely application, unless the number of applicants exceeds the capacity of the program, class, or grade level. In such cases, selection shall be by lot. A student continuing for the next year remains enrolled for the next year without re-application. The School will give preference for enrollment to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the School's staff before accepting other pupils by lot. The School shall develop and follow an admissions policy that is consistent with this Section 4.7 and Applicable Law. The School will provide IQS with a copy of such policy.

4.8 Reports and Communications. In meeting IQS's reporting requirements, the School will adhere to all provisions listed below.

- a) Reports. The School will file reports with IQS regarding the program and financial status of the School. IQS will provide a format and a timeline for these reports.
- b) Access to Information. Consistent with the provisions of Minnesota Statutes Section 13.05 subd. 6(c), the School will provide IQS, with and permit prompt and reasonable access to, any School information requested by IQS.
- c) Other Reports. The School and IQS will file all reports with the Commissioner consistent with the procedures established by the Commissioner.
- d) WBWF- In accordance with Minnesota Statutes, section 124E.16, subdivision 2, the school must comply with reporting under 120B.11 governing World's Best Workforce.
- e) Violations of Law. The School will promptly notify IQS of all complaints that allege that a violation of Applicable Law has been committed by the School unless such reporting would be in non-compliance with a state or federal law. The School will provide IQS with copies of all documents regarding the investigations, findings, conclusions, required actions or any other information regarding such complaints.

4.9 Transportation. Transportation for students enrolled at the School will be provided consistent with the Charter Law as it relates to student transportation.

4.10 Health and Safety. In meeting the state's health and safety requirements, the School will adhere to all provisions listed below.

- a) Same as school district requirements. The School will comply with the same health and safety requirements as a school district.

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- b) Immunization. The School will comply with Minnesota Statutes §121A.15, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and haemophilus influenzae type b and hepatitis B.

4.11 Human Rights. The School will 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 §121A.04, which governs provision of equal opportunities for members of both genders to participate in athletic programs.

4.12 Student Dismissal. The School will comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes §§121A.40-.56. The School Board shall maintain a discipline policy and procedure consistent with MPFDA prior to enrolling students.

4.13 Students with Disabilities. In addressing the State's requirements for meeting the needs of students with disabilities, the School will adhere to all provisions listed below.

- a) Compliance. The School shall comply with Minnesota Statute Section 125A.02, 125A.03 to 125A.24 and 125A.65, concerning the provision of education services to students with a disability at the School.
- b) 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.
- c) Systems and Services. The School shall implement at least the minimum requirements of Applicable Law regarding service to students with disabilities, including:
- i. A child-find system to identify students with disabilities and students who are suspected of having disabilities; such a system will include a procedure for receiving referrals from parents, teachers, outside agencies and physicians.
  - ii. A system for conducting comprehensive initial and re-evaluations to determine eligibility for special education and related services.
  - iii. A full range of special service education services to ensure that all students with disabilities are provided with the specially-designed instruction and related services based on their disability-related needs.
  - iv. A system for monitoring appropriate and proper due process procedures to ensure effective and efficient child study procedures and methods of providing special education services for identified students.
- d) Financial Parameters. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill certain special education costs not paid by state special education funds to the student's resident district. The combination of state special education funds and the ability to bill the district certain special education costs enable the School to adequately provide special education services to such children. The School may also access federal special education funds.

4.14 Students whose First Language is Other than English. The School will comply with the provisions of Applicable Law regarding teaching children who are English language learners.



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4.15 Insurance. Notwithstanding anything to the contrary in this Agreement, the School will be considered a school district for the purposes of tort liability under Minnesota Statutes chapter 466. The School will acquire and keep in full force the types and amounts of insurance coverage required by Applicable Law, including but not limited to:

- a) Workers' Compensation Insurance, covering claims from employees for compensation or benefit in respect of injury, sickness, disease or death, in the minimum limit required by Applicable Law.
- b) Employer's liability insurance for employee bodily injury or death arising out of the employer-employee relationship, with a limit of not less than One Million Dollars (\$1,000,000).
- c) Education and general liability insurance, including contractual liability and completed operations coverage, with limits in each case of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate, for personal injury (including death) and property damage.
- d) Automobile Liability Insurance, with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit or One Million Dollars (\$1,000,000) bodily injury and One Million Dollars (\$1,000,000) property damage, all per accident and irrespective of whether vehicles are owned, hired or non-owned.'
- e) Umbrella/Excess liability, with minimum limits of not less than Two Million Dollars (\$2,000,000) per occurrence and annual aggregate limit.

IQS will be named as an additional insured on such policies. The School agrees to provide IQS with certificates of insurance. The Charter School Board must provide written notice of changes in its insurance carrier or coverage to IQS at least 20 business days prior to the effective date of the change.

## **Section 5. IQS DUTIES.**

5.1 Oversight Plan. IQS will implement a plan to provide ongoing oversight to determine whether the School is complying with the terms of this Agreement and to meet its responsibilities under the Charter Law. IQS will use the following five criteria in determining the School's compliance with this Agreement.

- a) Mission and Program Model Implementation. IQS will evaluate whether the School has complied with the terms of this Agreement, including the implementation of the School's design and the learning standards as reflected in the School ScoreCard.
- b) Governance. IQS will evaluate whether the Charter School Board is performing its governance responsibilities.
- c) Student and School Performance. IQS will evaluate whether the performance of the students and the School meet the expectations as provided in Section 2.1 and 2.2.
  - i. The number one factor, for oversight and renewal of this Agreement, is whether the School meets the primary purpose of improving all pupil learning and all student achievement, as identified in Section 2.1 of this Agreement.

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- ii. For purposes of oversight and renewal of this Agreement, IQS will also evaluate how the School is achieving the additional purposes as identified in Section 2.1 (a) through (e) of this Agreement.
  - d) Finance. IQS will evaluate whether the School is using its resources in compliance with the Applicable Law and is planning for the future.
  - e) Operation of the School. IQS will evaluate whether the School is meeting the administrative requirements of the Applicable Law relating to charter schools.

5.2 Additional Duties of IQS. In addition to the oversight duties referred to in Section 5.1, above, the duties of IQS shall include the following:

- a) IQS will provide information and advice to School on best practices, especially as such practices relate to the areas of school administration, board operation, fiscal management, and data analysis.
- b) IQS will assist in developing and facilitating collaborative relationships between charter schools authorized by IQS as a means of sharing best educational and operating practices and creative thinking about interests shared in common by some or all of these schools.

5.3 Performance Evaluation Prior to Agreement Renewal. A performance evaluation is a prerequisite under the Charter Law for renewing this Agreement. The IQS performance evaluation will be consistent with Minnesota Statute 124E.10 subd 1(13). Additional IQS review criteria and procedures will be established consistent with the Charter Law and IQS policies and procedures.

- a) Prior to renewing this Agreement, IQS will conduct a performance evaluation specifically addressing each of the performance indicators contained within this Agreement. The School must demonstrate satisfactory performance on these performance indicators in order for the Agreement to be renewed. Not later than November 1 of the year in which the Agreement renewal evaluation is to be conducted, IQS will provide the School with the specific details of the renewal process. This evaluation process will include visits to the School by a cadre of IQS professionals. It may also include interviews with the Charter School Board, the director of the School, teachers, parents, students and others involved with the School as deemed necessary and appropriate. It will include a review of the School governance, the financial status of the School, a review of the student progress and a review of the operations of the School. The School ScoreCard will be the standard used to determine whether the Agreement will be renewed and if so, the term of the renewal.
- b) Subject to the other provisions of this Agreement with respect to termination and/or renewal of this Agreement, the following guidelines will be used by IQS in evaluating the renewal of this Agreement. Unless there are extenuating circumstances:
  - i. If a School receives an average score below 2.0 in performance category Section 3 of the ScoreCard over the term of the Agreement, the School will be placed on probation and recommended for a one-year renewal of the Agreement and a corresponding Action Plan must be implemented. If the Plan

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- does not cause the school to improve, it may be recommended for closure.
- ii. If a School receives an average score of 2.0 to less than 3.0 in performance category Section 3 of the ScoreCard over the term of the Agreement, the length of the renewal of the Agreement will not exceed three (3) years.
  - iii. If a School receives an average score below 2.0 in any of the other performance categories of the ScoreCard over the term of the Agreement, the length of the renewal of the Agreement will not exceed three (3) years.
  - iv. Except as provided in clause (ii), if a School receives an average score of 2.0 to less than 3.0 in all remaining performance categories on the ScoreCard over the term of the Agreement, the length of the renewal of the Agreement will be three (3) to five (5) years.
  - v. Notwithstanding anything to the contrary in clauses (i)-(iv), if a School receives an average score at or above 3.0 in all five (5) of the performance categories of the ScoreCard during the last year of the Agreement, the school will be offered a contract term up to five (5) years.

5.4 IQS Capacity. IQS assures the School that it has the capacity to carry out its duties as the authorizer of the School. In order to address the provisions of this Section 5, IQS will engage a cadre of competent professionals. IQS assures the School that it will carry out its duties in a professional and ethical manner, in compliance with Applicable Law.

5.5 Fees. The School shall pay IQS the fees for authorizing a charter school equal to the maximum fee established from time to time under the Charter Law, which fee shall initially be determined as follows:

The amount equal to the greater of:

- a) The basic formula allowance for that year; or
- b) The lesser of:
  - i. The maximum fee factor times the basic formula allowance for that year; or
  - ii. The fee factor times the basic formula allowance for that year times the charter school's adjusted pupil units for that year. The fee factor equals .015. The maximum fee factor equals 4.0.

The authorizing fee will be paid to IQS within 30 days of receipt of an invoice from IQS. The payment of fees will be due quarterly with an adjustment made after the final student count is determined by the Department.

5.6 Liaison. In addition to the assigned Cadre, IQS will designate a liaison for the School who will meet at least twice annually with School leadership to review the progress of the School. IQS will inform the School annually of the name of this person.

5.7 Communication of Areas of Concern. In the event that the review of the School performance raises concerns, the following practices will be followed:

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- a) It is the intent of the parties to address areas of concern in a non-adversarial process whenever possible. To that end, the parties agree to communicate areas of concern and to address those concerns in a professional manner.
  - b) IQS will provide the Charter School Board feedback at least annually regarding the performance of the School. The School will address the concerns of IQS in its School Improvement Plan provided for in Section 2.2.
  - c) If IQS has areas of concern regarding the performance of the School, it will follow its protocol: "Range of Possible Interventions" as set forth in Addendum 3, attached hereto, as the same may be reused from time to time.

## **Section 6. NON-RENEWAL OR TERMINATION FOR GOOD CAUSE.**

6.1 Grounds. IQS may determine not to renew this Agreement at the end of the term for good cause. In addition, IQS may unilaterally terminate the Agreement during the term of the Agreement for good cause. The grounds for non-renewal or termination for good cause include:

- a) Failure to meet the requirements for pupil performance contained in Section 2 of this Agreement;
- b) Failure to meet generally accepted standards of fiscal management;
- c) Substantial deviation from the School's mission and program model without prior approval from IQS;
- d) Insufficient enrollment to provide the revenue necessary to meet the School's budget;
- e) Failure of the Charter School Board to perform its governance responsibilities, including but not limited to the requirements set out in this Agreement;
- f) Failure to operate the School effectively, including but not limited to issues of personnel, filing of compliance reports and facilities issues;
- g) For violations of Applicable Law;
- h) For breach of this Agreement; or
- i) For other good cause shown.

6.2 Procedure for Non-renewal or Termination. The School may wish to contest the decision by IQS to terminate the Agreement. If it chooses to do so, the following steps must be taken by both parties:

- a) Notice to School. At least 60 business days before the final decision regarding renewal of this Agreement, or termination of this Agreement for cause, IQS will notify the School in writing of the proposed action. The notice will state in reasonable detail the grounds for the proposed action. The notice will state that the Charter School Board may request, in writing, an informal hearing before the IQS within 15 business days of receiving notice of non-renewal or termination of this Agreement.
- b) Request for a Hearing. Within 15 business days of receipt of the notice of termination or non-renewal, the Charter School Board may request an informal hearing before IQS. Failure by the Charter School Board to make a written request for a hearing within the 15-business day period will be treated as acquiescence to the proposed non-renewal or termination. If the Charter School Board requests an informal hearing within the 15-day period, the Charter School Board will provide documentation or other

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evidence in writing to IQS that addresses the issues raised in the notice for termination or non-renewal.

- c) Schedule for Hearing. Upon receipt of the documentation from the Charter School Board, IQS will give at least 10 business days prior written notice to the Charter School Board of the hearing date.
- d) Hearing. The parties agree that the hearing will not be subject to the requirements of Minnesota Statutes Chapter 14. The hearing will be informal and will be open to the public. Should any part of the hearing include the discussion of private data, that part of the hearing must be closed. Both the Charter School Board and IQS may be represented by legal counsel and may have witnesses provide testimony or other evidence. The hearing will be video recorded at the expense of the School.
- e) IQS Decision. IQS will take final action to renew or not renew the Agreement no later than 20 business days before the expiration of the Agreement or the proposed date for terminating the Agreement. This final action will be in writing and will be provided to the Charter School Board. A copy will be filed with the Commissioner.

6.3 Dissolution. If this Agreement is terminated or not renewed based on the criteria in paragraph 6.2 above, or if the School ceases to operate for any reason, the School will be dissolved according to the applicable provisions of Minnesota Statutes Chapter 317A. The “Charter School Closure Plan” will be followed that is consistent with Addendum 4, attached hereto.

6.4 Distribution of Property upon Dissolution. In the event of dissolution of the School, all property that it might lease, borrow or contract for use, will be promptly returned to those organizations or individuals from which the School has leased or borrowed the materials.

6.5 Property Owned by School. All property that has been purchased by the School will remain its own property. In the event of subsequent dissolution of the School, after all financial obligations are met, the property purchased with Federal CSP funds will be distributed to other charter schools consistent with Federal law, and property purchased with State funds will be liquidated and any remaining proceeds will be returned to the State.

6.6 Property Owned by Teachers or Staff. All property personally and/or individually owned by the trained and licensed teachers or staff employed by the School will be exempt from distribution of property and will remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, personal mementos and other materials or apparatus which have been personally financed by teachers or staff.

## **Section 7: NON-RENEWAL FOR REASONS OTHER THAN GOOD CAUSE.**

7.1 Non-renewal; Notice. The parties may mutually agree not to renew the Agreement, or IQS may elect to withdraw as an authorizer, at the expiration of the Term. In the case a mutual agreement not to renew the Agreement, the parties shall follow the procedures and timelines set forth in Minnesota Statutes §124E.10. If nonrenewal is due to a decision by the governing board of IQS to withdraw as an approved authorizer, IQS will provide notice to the School and the Commissioner by March 1 of its intent to withdraw as an authorizer on June 30 in the next calendar year as provided in Minnesota Statutes §124E.05 subd 7.

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7.2 Mutual Termination. The parties may mutually agree to terminate the Agreement at any time, in which case the School will be required to either close or secure a replacement authorizer.

7.3 Effect of Non-Renewal or Termination. If the Agreement is not renewed or is terminated under the provisions of either 7.1 or 7.2, and if another authorizer has not agreed to serve as the new authorizer, the School must be dissolved according to the provisions of Section 6 of this Agreement and pursuant to Applicable Law.

7.4 Information to New Authorizer. If the School requests a transfer to a new authorizer, IQS will provide the new authorizer information about the fiscal, operating and student performance of the School as required by Minnesota Statutes §124E.10

## **Section 8. GENERAL TERMS.**

8.1 Term and Applicable Law. The term of this Agreement is from July 1, 2023 through June 30, 2025. The conditions of this Agreement require the School and IQS to comply with all requirements of Applicable Law, as the same may be amended from time to time. Both parties acknowledge their responsibility to abide by all applicable provisions of Applicable Law regardless of whether or not they are delineated in this Agreement.

8.2 Amendments. This Agreement may be amended only by a written agreement executed by both parties. If the authority of the School or IQS is altered by Applicable Law, the Applicable Law is controlling and this Agreement is automatically amended to reflect the change in law as of the effective date of such change.

8.3 IQS Authority/Autonomy. Except as otherwise provided by this Agreement or Applicable Law, IQS has no authority, control, power, or administrative or financial responsibility over the School. In carrying out its oversight responsibilities, when IQS has identified areas of concern relative to School performance, it may make recommendations to the School to encourage improvement. Such recommendations are not considered directives that impinge upon the autonomy of the School.

8.4 Arbitration. Any claims which might arise between the School and IQS under this Agreement will be submitted to binding arbitration through the American Arbitration Association and not pursued through a court of law.

8.5 Waiver. No waiver by either party or any breach of any covenant or provision of this Agreement will be deemed to be a waiver of any succeeding breach of the same or any other covenant or provision.

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

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8.7 Survival of Provisions. The terms, provisions and representations contained in this Agreement that by their sense and context are intended to survive termination of this Agreement will survive.

8.8 Legal Liability. IQS does not assume any obligation with respect to any director, employee, agent, parent, guardian, student or independent contractor of the School. The parties acknowledge and agree that the Commissioner, IQS, members of the Board of IQS, and employees or contract staff of IQS, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to the Charter Law at Section §124E.09 and nothing in this Agreement is intended to affect such immunity.

8.9 Indemnification of IQS. Notwithstanding anything to the contrary in this Agreement, the School agrees to indemnify and hold IQS and the Department and their employees, agents and representatives harmless from all claims, demands, or liability, including attorney's 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 IQS upon information supplied by the School, or which arise out of the failure of the School to perform its obligations under this Agreement. In the event that a complaint is filed against the School that requires IQS, in the process of investigation, to acquire the services of an outside professional advisor(s), the School agrees to reimburse IQS for all costs associated with the investigation.

8.10 Non-agency. It is understood by the parties that the School is not an agent of IQS.

8.11 Complete Agreement. This Agreement represents the complete agreement between the parties, and supersedes and replaces all prior written and oral agreements, with respect to the authorization of the School as a charter school.

8.12 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement binding on each of the parties


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DATED: This 24th day of June, 2023

**INNOVATIVE QUALITY SCHOOLS**

By:



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

Steve Kelley

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

IQS Board Chair

\_\_\_\_\_  
(Title)

**Bdote Learning Center**

By:   
TEDI GREY OWL (Jun 24, 2023 12:53 CDT)

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

Tedi Grey Owl

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

Bdote Board Chair

\_\_\_\_\_  
(Title)

**CHARTER SCHOOL AGREEMENT: LIST OF ADDENDA**

- |                    |                                 |
|--------------------|---------------------------------|
| <b>Addendum 1:</b> | School ScoreCard                |
| <b>Addendum 2:</b> | Board Assurances                |
| <b>Addendum 3:</b> | Range of Possible Interventions |
| <b>Addendum 4:</b> | Charter School Closure Plan     |
| <b>Addendum 5:</b> | Renewal Evaluation              |



## Addendum 1: School ScoreCard

<b>School Information</b>	
School Name	Bdote Learning Center
<b>Scoring Criteria Definitions</b>	
<b>Intervention 0.0-1.9</b>	Evidence some requirements and key indicators are not being met. The school may have received multiple notices from IQS and/or governing agencies within the past 12 months regarding an issue, complaint, and/or deficiency that needs to be addressed. Corrective action planning is required as a part of the school's School Improvement Plan. <i>(Note: For schools in their first year of operation, it is considered to be an 'introductory' benchmark.)</i>
<b>Progressing 2.0-2.9</b>	The school is making progress toward the attainment of its target benchmark. Action plans that focus on continuing improvement will be a required component of its School Improvement Plan.
<b>Target 3.0-3.9</b>	There is evidence that the school is meeting requirements established in the charter agreement and ScoreCard.
<b>Exceeding 4.0</b>	There is evidence that the school exceeds the target benchmarks and is performing at a level of excellence

Area 1	Mission and Goals of the School and Program Model Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	0.0-1.9	2.0-2.9	3.0-3.9	4.0	0.0-4.0
1.a	Program Model	Program model is not consistent with that described in charter application including amendments and school has received notice from governing agency noting inconsistency.	Program model is not consistent with that described in charter application including amendments.	Program model is consistent with that described in charter application including amendments.	Program model is consistent with that described in charter application including amendments and school has received accommodation from governing agency noting this accomplishment.	
1.b	School Mission	School program is aligned with Charter Law to improve all pupil learning and all student achievement.	School program is aligned with the primary purpose of Charter Schools and at least two other purposes cited in law.	School program is aligned with the primary purpose of Charter Schools and at least three other purposes cited in law.	School program is aligned with the primary purpose of Charter Schools and at least four other purposes cited in law.	
1.c	Curriculum	The school curriculum is not implemented with fidelity and is not aligned with the school's mission.	The school curriculum aligns with its mission and primary purpose but is not implemented with fidelity - or- the curriculum is not aligned with the school mission but is implemented with fidelity.	The school curriculum aligns with its mission and primary program purpose and is implemented with fidelity.	The school curriculum aligns with its mission and primary program purpose in all curricular areas and is implemented with fidelity. The school has developed systems for analyzing curriculum effectiveness and making improvements accordingly.	
1.d	Standards	The school follows a curriculum resource and operates under the assumption that the resource is aligned with state standards.	State standards and school standards are embedded into the curriculum of the school.	State standards, school board standards, and authorizer requirements are embedded into the curriculum of the school and documented in curriculum development documents.	All state standards, school board standards, and authorizer requirements are embedded into the curriculum of the school, as documented in curriculum development documents. Individual student achievement on standards is assessed and used to inform instruction.	
1.e	Staff Development	Some staff development activities or initiatives evident but no evidence alignment with school improvement or strategic planning.	Staff development activities and/or initiatives have been implemented but not systemic or purposefully aligned with a strategic plan.	Staff development is ongoing, aligned with strategic plan, and ensures program fidelity.	Staff development is fact-based, on-going, and aligned with a strategic plan. Staff development is reviewed by school board and school leadership on a quarterly basis to ensure program fidelity and reported to all stakeholders.	
1.f	New Student Enrollment	School does not have in place processes for determining a student's academic levels of performance when they enter school.	School is developing a process for determining a student's academic levels of performance when they enter school.	Student academic achievement levels in math and reading are evaluated for each student within 3 weeks of entering school.	The school uses its evaluation process to develop an individual learning plan designed to assist teacher, parents, and student with academic growth and success.	
1.g	Student Satisfaction	Students' level of satisfaction with their school in the areas of safety, acceptance and learning is less than 50%.	Students' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than or equal to 50% but less than 85%.	Students' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than or equal to 85% but less than 90%.	Students' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than or equal to 90%.	

Area 1	Mission and Goals of the School and Program Model Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	0.0-1.9	2.0-2.9	3.0-3.9	4.0	0.0-4.0
1.h	<b>Parent Satisfaction</b>	Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is less than 50%.	Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than or equal to 50% but less than 85%.	Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than or equal to 85% but less than 90%.	Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than or equal to 90%.	
1.i	<b>Staff Satisfaction</b>	Staff level of satisfaction with the school and with their professional roles, responsibilities and professional development is less than 50%.	Staff level of satisfaction with the school and with their professional roles, responsibilities and professional development is greater than or equal to 50% but less than 85%.	Staff level of satisfaction with the school and with their professional roles, responsibilities and professional development is greater than or equal to 85% but less than 90%.	Staff level of satisfaction with the school and with their professional roles, responsibilities and professional development is greater than or equal to 90%.	
<b>Average Score</b>						

Area 2	Governance of the School Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	0.0-1.9	2.0-2.9	3.0-3.9	4.0	0.0-4.0
2.a	<b>Board Organization</b>	School has received multiple notices from a governing agency (state and/or authorizer) within the past 12 months indicating board organization inconsistencies with the law.	School has received a notice from a governing agency within the past 12 months indicating board organization inconsistencies with the law.	The board organization complies with the requirements in the charter school law.	Board organization exceeds legal expectations serving as a model for all Public Schools.	
2.b	<b>Background Checks</b>	Criminal background checks have not been conducted on any current board members in accordance to Section 4.1 of the contract with IQS.	Criminal background checks have been conducted on some of the board members in accordance to Section 4.1 of the contract with IQS.	Criminal background checks have been conducted on each board member in accordance to Section 4.1 of the contract with IQS.	Criminal background checks have been conducted on each board member and reviewed by the School Director annually.	
2.c	<b>Conflict of Interest</b>	School has received multiple notices from a governing agency (state and/or authorizer) within the past 12 months indicating board organization inconsistencies with the law.	School has received a notice from a governing agency within the past 12 months indicating board organization inconsistencies with the law.	No board members have any conflict of interest as defined in law and statements are filed annually.	No board members have any conflict of interest as defined in law. Signed statements are filed annually and confirmed at each Board meeting.	
2.d	<b>Minnesota Open Meeting Law</b>	The authorizer and/or MDE have received multiple complaints from stakeholders related to a violation of the Minnesota Open Meeting law and has failed to address them.	The authorizer has received at least one complaint from school stakeholders but has successfully addressed the matter.	The Board complies with all provisions of the Minnesota Open Meeting Law and have not received any complaints from school stakeholders in the past 12 months.	The Board complies with all provisions of the Minnesota Open Meeting Law and have not received any complaints from school stakeholders in the past two years.	
2.e	<b>Board Bylaws</b>	Board bylaws are not in place.	The Board has been cited for bylaw violation at least once in the past year.	The Board bylaws are consistent with charter school law and outline the process/procedures for changing the board's governance structure. The Board has not been cited for bylaw violation in the past year.	The bylaws are considered to be a model for charter schools organization.	
2.f	<b>Policy Manual</b>	Board policies are in place but do not meet all of the criteria required in Minnesota Statute 124E.07.	Board policies have been established in accordance to Minnesota Statute 124E.07. The school has failed to post them on its website and does not have a process in place for periodic review.	Board policies have been established in accordance with Minnesota Statute 124E.07. All policies are posted on the school website. The Board has established a process for the regular review of its policies.	Board policies have been established in accordance with Minnesota Statute 124E.07. All policies are posted on the school website. The Board has established a regular review of policies and annual training in accordance to Charter School law.	
2.g	<b>Strategic Plan</b>	There is no strategic plan in place.	A strategic plan is in place but has no measurable performance goals.	The board has in place a strategic plan that includes its vision, and goals developed to reach its mission.	The strategic plan includes a set of action plans and qualitative measurements to support the attainment of its goals.	
2.h	<b>Board Meeting Conduct</b>	Board meetings are not consistently conducted in compliance with MN statute.	Board meetings meet the requirements of MN Open Meeting and follow some aspects of Robert's Rules of Order.	Board meetings are conducted in an orderly process following an agenda, appropriate posting in compliance with MN statute.	Board meetings follow Robert's Rules of Order with all board members and school leadership embracing this process.	
2.i	<b>Board Training</b>	Some or all board members have not completed board training as outlined in MN 124E.07 Subd. 7.	Board conducts annual training but has not established a development plan.	Board has a development plan including annual training for members and initial training for new members. Board training is included in the annual report in compliance with MN 124E.07 Subd. 7.	Board development plan and training practices are replicated by other organizations.	
2.j	<b>Board Expertise and Retention</b>	The Board has failed to maintain the required minimum membership as required by law or has experienced more than a 50% turnover in the past year.	The board has experienced a significant turnover in the past two years.	The Board is comprised of members consistent with its bylaws and Minnesota Charter School Law and has maintained consistent membership.	The Board is comprised of members consistent with its by-laws and Minnesota Charter School Law. It has maintained institutional knowledge through the retention of Board members over multiple years.	
<b>Average Score</b>						

Area 3	Evaluation of School /Student Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	0.0-1.9	2.0-2.9	3.0-3.9	4.0	0.0-4.0
3.a	<b>Reading Growth</b>	In none of the contracted years, at least 60% of students will move up one Year in their expected reading abilities in the Dakota or Ojibwe languages.	In at least one year but less than half of the years of the contracted years, at least 60% of students will move up one Year in their expected reading abilities in the Dakota or Ojibwe languages.	In at least half of the contracted years, at least 60% of students will move up one Year in their expected reading abilities in the Dakota or Ojibwe languages.	In all of the contracted years, at least 60% of students will move up one Year in their expected reading abilities in the Dakota or Ojibwe languages.	
3.b	<b>Math Growth</b>	In none of the contracted years, at least 5% of students with eligible test data will improve at least one achievement level (high risk, some risk, at grade level, or college level) on the FAST math test as measured from fall to spring or spring to spring.	In at least one contracted year but less than half of the contracted years, at least 5% of students with eligible test data will improve at least one achievement level (high risk, some risk, at grade level, or college level) on the FAST math test as measured from fall to spring or spring to spring.	In at least half of the contracted years, at least 5% of students with eligible test data will improve at least one achievement level (high risk, some risk, at grade level, or college level) on the FAST math test as measured from fall to spring or spring to spring.	In all of the contracted years, at least 5% of students with eligible test data will improve at least one achievement level (high risk, some risk, at grade level, or college level) on the FAST math test as measured from fall to spring or spring to spring.	
3.c	<b>MCA Reading Proficiency (Grades 3-8 only)</b>	In none of the contracted years, the percent of students who partially meet, meet, or exceed on the MCA Reading test will be within 5 percentile points of the percent of students who partially meet, meet, or exceed at Anishinabe Academy.	In at least one but less than half of the contracted years, the percent of students who partially meet, meet, or exceed on the MCA Reading test will be within 5 percentile points or better (e.g. greater percent) of the percent of students who partially meet, meet, or exceed at Anishinabe Academy.	In at least half of the contracted years, the percent of students who partially meet, meet, or exceed on the MCA Reading test will be within 5 percentile points or better (e.g. greater percent) of the percent of students who partially meet, meet, or exceed at Anishinabe Academy.	In all contracted years, the percent of students who partially meet, meet, or exceed on the MCA Reading test will be within 5 percentile points or better (e.g. greater percent) of the percent of students who partially meet, meet, or exceed at Anishinabe Academy.	
3.d	<b>MCA Math Proficiency (Grades 3-8 only)</b>	In none of the contracted years, at least 70% of MCA Math eligible test taking students maintain or improve their scale score from the previous year (with disregard to the first digit which represents the student's grade).	In at least one but less than half of the contracted years, at least 70% of MCA Math eligible test taking students maintain or improve their scale score from the previous year (with disregard to the first digit which represents the student's grade).	In at least half of the contracted years, at least 70% of MCA Math eligible test taking students maintain or improve their scale score from the previous year (with disregard to the first digit which represents the student's grade).	In all of the contracted years, at least 70% of MCA Math eligible test taking students maintain or improve their scale score from the previous year (with disregard to the first digit which represents the student's grade).	
3.e	<b>Equity in Achievement</b>	Less than 40% of students receiving additional supports through ADSIS will demonstrate at least one year of growth in reading as measured by the FAST assessment from fall to spring or spring to spring.	At least 40% and up to 50% of students receiving additional supports through ADSIS will demonstrate at least one year of growth in reading as measured by the FAST assessment from fall to spring or spring to spring.	At least 50% and up to 65% of students receiving additional supports through ADSIS will demonstrate at least one year of growth in reading as measured by the FAST assessment from fall to spring or spring to spring.	At least 65% of students receiving additional supports through ADSIS will demonstrate at least one year of growth in reading as measured by the FAST assessment from fall to spring or spring to spring.	
3.f	<b>Reading Well by Third Grade</b>	Less than 50% of 3rd grade students that are performing at 4th year immersion benchmarks in Dakota or Ojibwe languages.	The school has at least 50% and up to 60% of 3rd grade students that are performing at 4th year immersion benchmarks in Dakota or Ojibwe languages.	The school has at least 60% and up to 75% of 3rd grade students that are performing at 4th year immersion benchmarks in Dakota or Ojibwe languages.	The school has at least 75% of 3rd grade students that are performing at 4th year immersion benchmarks in Dakota or Ojibwe languages.	
3.g	<b>21st Century Skills</b>	In none of the contracted years, at least 80% of students will satisfactorily showcase an acquired 21st century skill at the spring showcase as measured by the 21st Century Skills Rubric.	In at least one but less than half of the contracted years, at least 80% of students will satisfactorily showcase an acquired 21st century skill at the spring showcase as measured by the 21st Century Skills Rubric.	In at least half of the contracted years, at least 80% of students will satisfactorily showcase an acquired 21st century skill at the spring showcase as measured by the 21st Century Skills Rubric.	In all of the contracted years, at least 80% of students will satisfactorily showcase an acquired 21st century skill at the spring showcase as measured by the 21st Century Skills Rubric.	
3.h	<b>Graduation Rate</b>	Less than 65% of the 8th grade students that graduate on time.	The school has at least 65% but less than 80% of the 8th grade students that graduate on time.	The school has at least 80% but less than 90% of the 8th grade students that graduate on time.	The school has at least 90% of the 8th grade students that graduate on time.	

Area 3	Evaluation of School /Student Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	0.0-1.9	2.0-2.9	3.0-3.9	4.0	0.0-4.0
3.i	<b>College &amp; Career Readiness</b>	In none of the contracted years, 25% of 6th to 8th grade students have exposure to at least 5 various American Indian professionals (annually) to inspire and invoke career possibilities.	In at least one but less than half of the contracted years, 25% of 6th to 8th grade students have exposure to at least 5 various American Indian professionals (annually) to inspire and invoke career possibilities.	In at least half of the contracted years, 25% of 6th to 8th grade students have exposure to at least 5 various American Indian professionals (annually) to inspire and invoke career possibilities.	In all of the contracted years, 25% of 6th to 8th grade students have exposure to at least 5 various American Indian professionals (annually) to inspire and invoke career possibilities.	
3.j	<b>Attendance</b>	The school has decreased in average daily attendance from students transferring from other locations and and decreased in average daily attendance for students who have maintained enrollment at Bdote.	The school has maintained or seen up to a 5 percentile point increase in average daily attendance from students transferring from other locations or has maintained or seen up to a 10 percentile point increase or more of average daily attendance attendance with students who have maintained enrollment at Bdote.	The school has seen a 5 percentile point increase or more in average daily attendance from students transferring from other locations or a 10 percentile point increase or more of average daily attendance attendance with students who have maintained enrollment at Bdote.	The school has seen a 5 percentile point or more increase in average daily attendance from students transferring from other locations and a 10 percentile point or more increase of average daily attendance attendance with students who have maintained enrollment at Bdote.	
3.k	<b>Social Emotional Learning</b>	In none of the contracted years, the percentage of students in grades K-8 at Bdote Learning Center who are referred to the school office for discipline referrals and/or behavioral incidents will decrease from the previous year.	In at least one of the contracted years but less than half, the percentage of students in grades K-8 at Bdote Learning Center who are referred to the school office for discipline referrals and/or behavioral incidents will decrease from the previous year.	In at least half of the contracted years, the percentage of students in grades K-8 at Bdote Learning Center who are referred to the school office for discipline referrals and/or behavioral incidents will decrease from the previous year.	In all of the contracted years, the percentage of students in grades K-8 at Bdote Learning Center who are referred to the school office for discipline referrals and/or behavioral incidents will decrease from the previous year.	
3.l	<b>Intercultural Awareness/Cultural Competency</b>	In less than half of the contracted years, the school achieved at least two of the following: 1) create at least two short videos with students in educating about sacred sites and ceremonies, 2) create at least two language books by students about curriculum activities, or 3) host a showcase event that shows off student regalia and achievements at a mini pow wow.	In at least half of the contracted years, the school achieved at least two of the following: 1) create at least two short videos with students in educating about sacred sites and ceremonies, 2) create at least two language books by students about curriculum activities, or 3) host a showcase event that shows off student regalia and achievements at a mini pow wow.	In all contracted years, the school achieved at least two of the following: 1) create at least two short videos with students in educating about sacred sites and ceremonies, 2) create at least two language books by students about curriculum activities, or 3) host a showcase event that shows off student regalia and achievements at a mini pow wow.	In all contracted years, the school achieved all of the following: 1) create at least two short videos with students in educating about sacred sites and ceremonies, 2) create at least two language books by students about curriculum activities, and 3) host a showcase event that shows off student regalia and achievements at a mini pow wow.	
<b>Average Score</b>						

Area 4	Finance	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	0.0-1.9	2.0-2.9	3.0-3.9	4.0	0.0-4.0
4.a	Budget Approval	The Board fails to set a budget for the fiscal school year.	The preliminary school budget is approved by the Board after July 1st.	The school budget is approved before July 1 and revised and approved by the Board by December 15 and February 1 annually.	The school has reached the target benchmark and receives recognition for its fiscal management by the MDE	
4.b	School Finance Management	The school does internally manage or contract with an organization who is responsible for the financial management of the school. The school has many outstanding bills/payments.	School finances are managed internally or by a finance management company. Bills have not been consistently paid within 30 days.	School finances are managed internally or by a contracted financial manager. All bills are paid within 30 days.	School finances are managed internally or by a contracted financial manager. All bills are paid within 30 days. The school receives recognition for its fiscal management by the MDE.	
4.c	School Fund Balance	The school has no fund balance and is considered to be in Statutory Operating Debt (SOD).	The school's fund balance is less than 10% of operating expenditures.	The school has maintained a fund balance between 10% and 15%.	The school has maintained a fund balance in excess of 15%.	
4.d	State Financial Reports	Mandatory financial reports have not been filed on in a timely manner on more than one occasion.	Mandatory financial reports have not been filed on in a timely manner at least once during the contract period.	State finance reports are filed appropriately and on time.	School leadership has established and utilizes proactive processes to complete and submit mandated state and authorizer financial reports.	
4.e	Payroll Management	The school has received more than one notice of failure to properly submit payroll taxes in a timely manner.	The school has receive a notice of failure to properly submit payroll taxes in a timely manner.	All state/Federal taxes, pensions, insurance, etc. are paid in a timely manner and as required.	The school has not received a complaint from an employee related to the timely remuneration of compensation and/or notice from the state for delinquency in the payment state/federal payroll taxes.	
4.f	School Budget Review	A regular schedule for monitoring school budget has not been established.	The school budget is monitored by the board less than four (4) times annually.	The Board is provided budget information at its regular meetings. The Board approves all payment of bills at its regular meetings.	The Board has in place a treasurer and/or finance committee that reviews all expenditures prior to final Board approval. A process is in place to ensure redundancy in the review of the expenditure process.	
4.g	School Audit	The annual audit was not completed.	The audit report filed with MDE identifies one or more internal control findings. The School must submit a written report to the commissioner how these findings will be resolved.	The School audit information is filed as scheduled with the MDE, the audit is completed on time and the audit does not identify any internal control findings.	The school has filed two consecutive audits with the MDE that do not contain any internal control findings.	
4.h	Budget Planning	There is no evidence of a long-range budget expenditure plan.	A long-range budget expenditure plan is in place but has not been updated on a yearly basis.	A long-range budget expenditure plan is in place and is updated annually.	A long-range budget expenditure plan is in place and is updated twice yearly.	
4.i	Budget Priorities	There is no long range plan for appropriating resources that reflect mission, vision priorities.	A plan is in place that outlines budget parameters in support of school priorities, but has not been approved by the Board.	The patterns of expenditures are consistent with the mission, program, and goals of the school.	A plan for aligning budgeting practices with mission/vision is in place and reviewed by the board annually.	
<b>Average Score</b>						

Area 5	Operations of the School Performance Indicators	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
		0.0-1.9	2.0-2.9	3.0-3.9	4.0	
Points		0.0-1.9	2.0-2.9	3.0-3.9	4.0	0-4.0
5.a	<b>Staff Qualifications</b>	There is no evidence that any school employee required qualifications, licensure, and/or criminal background checks are compliant as required.	There is evidence that school employees' required qualifications, licensure, and/or criminal background checks have not been completed or submitted as required.	All school employees' qualifications, licensure, and criminal background checks are in compliance with state, federal and authorizer requirements.	School has onboarding processes and procedures that ensure employee qualifications, licensure, and criminal background checks have been completed and submitted as required.	
5.b	<b>Staff Assignments</b>	More than 10% of teaching staff are operating with Tier 1 or repeated use of Out-of-Field permissions from the PELSB.	Staff assignments align with areas of licensure. Less than 10% of teaching staff are operating with Tier 1 or repeated use of Out-of-Field permissions from the PELSB.	Staff assignments align with areas of licensure. At least 80% of teachers have a Tier 3 or Tier 4 license and/or the school has a professional development plan to support teachers in attaining full licensure and/or the school has a plan for attaining a fully licensed teacher the following year.	Staff assignments align with areas of licensure. All teachers have a Tier 3 or Tier 4 license and/or the school has a professional development plan to support teachers in attaining full licensure and/or the school has a plan for attaining a fully licensed teacher the following year.	
5.c	<b>Enrollment Policy</b>	Enrollment policies and procedures do not meet the requirements of Minnesota Statute 124E.11.	Enrollment policies and procedures in place are consistent with Minnesota Statute 124E.11 but are not consistently followed or are not posted on the school's website.	Policies and procedures for student enrollment in the school are consistent with Minnesota Statute 124E.11.	Policies and procedures for student enrollment in the school are consistent with Minnesota Statute 124E.11, published on the school website. Over the past two (2) years, the school has been required to conduct a lottery to address growing enrollments.	
5.d	<b>Transportation</b>	Transportation system has been established, but fails to meet one or more of the requirements established in Minnesota Statute 124E.15.	Transportation system has been established. Complaints are on file related to the effectiveness and/or efficiency of the system.	A system of transportation is in place and meets all criteria as described in Minnesota Statute 124E.15.	A system of transportation is in place and meets all criteria as described in Minnesota Statute 124E.15. Transportation information is published on the school website. At least semi-annually, a survey of student and parent satisfaction is conducted as a means of determining the effectiveness of the transportation system.	
5.e	<b>School Complaint and Resolution Procedures</b>	Complaint and resolution procedures have not been established.	Complaint and resolution procedures have been established but are inconsistently followed by school leadership and staff and/or are not on the school's website.	Complaint and resolution procedures have been established and are on the school's website and are consistently followed by school leadership and staff.	Resolution procedures to address key stakeholder complaints are in place and posted on the district website. Staff members can articulate the resolution procedures. If there have been any complaints in the previous two years, evidence has been presented that all complaints have been resolved through the consistent application of the procedures.	
5.f	<b>Website Compliance</b>	The school does not have a website or the website is absent of many statutory required elements.	The school has a website that is missing a few of the required elements and/or the school has required multiple corrective reminders.	The school's website has all statutory requirements and the school has not needed more than one corrective reminder during the past twelve (12) months.	The school has consistently maintained a website that meets all statutory requirements.	



Area 5	Operations of the School Performance Indicators	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
		Points	0.0-1.9	2.0-2.9	3.0-3.9	4.0
5.g	School Insurance	The school does not have insurance or has insurance but the provisions in the policy do not meet either the requirements found in Minnesota Statutes chapter 466 or the provisions cited in section 4.15 of the contract between the authorizer and the school.	The school has insurance in place as required in Minnesota Statutes chapter 466 and in accordance but does not fully meet the provisions cited in section 4.15 of the contract between the authorizer and the school.	The school has insurance in place as required in Minnesota Statutes chapter 466 and in accordance with the provisions cited in section 4.15 of the contract between the authorizer and the school.	The school has insurance in place as required in Minnesota Statutes chapter 466 and in accordance with the provisions cited in section 4.15 of the contract between the authorizer and the school. The insurance policy is annually reviewed by the Board. At least once every three (3) years, the school seeks quotes from qualified insurance providers to ensure comparable coverage is obtained at the best possible price.	
5.h	State and Federal Laws	State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. However, over the past two years, more than one violation has been cited.	State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. However, over the past two years, one violation has been cited.	State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. No violations have occurred in the past year.	State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. No violations have occurred in the past two years.	
5.i	Required Immunization	Not all immunizations and or immunization records have been completed and on file for all students as required.	Processes and procedures are in place to ensure that the required immunizations for students are on file. However, the school inconsistently oversees the procedures.	Processes and procedures are in place to ensure that the required immunizations for students are on file.	Required immunizations are on file for all students. Policies and procedures for parents to 'opt out' are available on the school website. All records are kept in accordance to HIPAA requirements.	
5.j	Nonsectarian Assurance	School has received two or more notices from a governing agency (state, federal, or authorizer) within the past 12 months regarding nonsectarian compliances.	School has received a notice from a governing agency (state, federal, or authorizer) within the past 12 months regarding nonsectarian compliance.	The school is nonsectarian in all aspects of its operations consistent with Minnesota Statute 124E.06 and submitted annual charter school assurances in a timely manner.	The school is nonsectarian in all aspects consistent with the Minnesota Statute 124E.06, submitted annual charter school assurances in a timely manner, and has not received any notices from a governing agency within the past two years.	
5.k	State Reporting Requirements	The school does not have the capacity to manage all state reporting requirements.	The school has the capacity to manage all state reporting requirements. However, at least one (1) notice of non-compliance has been received within the last 12 months.	The school has the capacity to manage all state reporting requirements with submittals made on a timely basis. No notices of non-compliance have been received during the past 12 months.	The school has the capacity to manage all state reporting requirements. No notices of non-compliance have been received during the past two years.	
5.l	Health and Safety	The school does not adhere to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer and more than one violation has been cited during the past twelve (12) months.	The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer. However, one (1) violation has been cited during the past twelve (12) months.	The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer. No notices from governing agencies have been received over the past twelve (12) months.	The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer. No notices from governing agencies have been received over the past two years.	

Area 5	Operations of the School Performance Indicators	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
		Points	0.0-1.9	2.0-2.9	3.0-3.9	
5.m	Lease Provisions	The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13. The cost of operation is greater than 10% above comparable lease agreements located within the immediate area.	The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13. The cost of operation is no more than 10% above comparable lease agreements located within the immediate area.	The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13. Costs are comparable to similarly located schools.	The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13. The agreement was competitively bid. Costs are comparable to similarly located schools. The terms of the lease reflect the stability and long-range planning of the school.	
5.n	Organizational Systems	There is no evidence of an organizational chart, job descriptions or performance evaluations.	There is evidence of an organizational chart, job descriptions and performance evaluations. However, they have not been reviewed by the Board within the past three years.	The school has internal operations that result in a well managed school including a management chart, position descriptions, professional performance evaluations, functioning committees etc.; reviewed by the board within the last three years.	The school has internal operations that result in a well managed school including a management chart, position descriptions, professional performance evaluations, functioning committees etc.; reviewed annually by the board.	
<b>Average Score</b>						

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## Addendum 2: Board Assurances

### Board Roster

<b>Board Member Name Board Member email</b>	<b>Role: Teacher/Parent/Community Position (officer/constituency)</b>	<b>File #</b>	<b>Term Ends</b>
Tedi Grey Owl tedig@bdote.org	Grandparent- Chair		October 2023
Jewell Arcoren jewella@bdote.org	Grandparent- Vice Chair		October 2025
Angela Two Stars angelat@bdote.org	Community- Secretary		October 2023
Sheila Zephier sheila@bdotelearningcenter.org	Grandparent- Treasurer		October 2024
Mat Pendleton matp@bdote.org	Community		October 2024
Carol Charging Thunder carolc@bdotelearningcenter.org	Teacher	1011042	October 2023
Fawn YoungBear Tibbetts fawn@bdotelearningcenter.org	Community		October 2025



**Board Member Assurances**

I, Mathew Pendleton, Board Member of Bdote Learning Center  
Name School's Name

agree to comply with all federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools.

  
Board Member Signature

Mar 30, 2023  
Date







# Board Assurances

Final Audit Report

2023-03-31

Created:	2023-03-31
By:	Veronica Peterson-Briggs (biidaasigekwe@bdotelearningcenter.org)
Status:	Filled
Transaction ID:	CBJCHBCAABAAr7vbcAF6Hfge1Yh-toM1YdtvOTdRP-Ig

## "Board Assurances" History

-  Web Form created by Veronica Peterson-Briggs (biidaasigekwe@bdotelearningcenter.org)  
2023-03-29 - 4:40:26 PM GMT
-  Web Form filled in by Mathew Pendleton (Mat.pendleton@lowersioux.com)  
2023-03-31 - 2:15:02 AM GMT
-  Email verification link emailed to Mathew Pendleton (Mat.pendleton@lowersioux.com)  
2023-03-31 - 2:15:04 AM GMT
-  Email viewed by Mathew Pendleton (Mat.pendleton@lowersioux.com)  
2023-03-31 - 2:15:25 AM GMT
-  Submission verified by Mathew Pendleton (Mat.pendleton@lowersioux.com)  
2023-03-31 - 2:15:25 AM GMT
-  Agreement completed.  
2023-03-31 - 2:15:25 AM GMT

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**Board Member Assurances**

I, Tedi Grey Owl, Board Member of Bdote Learning Center  
Name School's Name

agree to comply with all federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools.

*Tedi Grey Owl*  
Board Member Signature

Mar 29, 2023  
Date







# Board Assurances

Final Audit Report

2023-03-29

Created:	2023-03-29
By:	Veronica Peterson-Briggs (biidaasigekwe@bdotelearningcenter.org)
Status:	Filled
Transaction ID:	CBJCHBCAABAA3kAuA-Up_ajGsbgwVvXGPFYOnT-9huP

## "Board Assurances" History

-  Web Form created by Veronica Peterson-Briggs (biidaasigekwe@bdotelearningcenter.org)  
2023-03-29 - 4:40:26 PM GMT
-  Web Form filled in by Tedi Grey Owl (tedi@migizi.org)  
2023-03-29 - 9:15:25 PM GMT
-  Email verification link emailed to Tedi Grey Owl (tedi@migizi.org)  
2023-03-29 - 9:15:26 PM GMT
-  Email viewed by Tedi Grey Owl (tedi@migizi.org)  
2023-03-29 - 9:15:58 PM GMT
-  Submission verified by Tedi Grey Owl (tedi@migizi.org)  
2023-03-29 - 9:15:58 PM GMT
-  Agreement completed.  
2023-03-29 - 9:15:58 PM GMT

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**Board Member Assurances**

I, jewell arcoren, Board Member of bdote learning center  
Name School's Name

agree to comply with all federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools.

Board Member Signature

Mar 29, 2023  
Date









# Board Assurances

Final Audit Report

2023-03-29

Created:	2023-03-29
By:	Veronica Peterson-Briggs (biidaasigekwe@bdotelearningcenter.org)
Status:	Filled
Transaction ID:	CBJCHBCAABAawxcbVA6lpuakvuw5ybo09dxjd884Pevh

## "Board Assurances" History

-  Web Form created by Veronica Peterson-Briggs (biidaasigekwe@bdotelearningcenter.org)  
2023-03-29 - 4:40:26 PM GMT
-  Web Form filled in by jewell arcoren (jewellofthemississippi@gmail.com)  
2023-03-29 - 8:55:53 PM GMT
-  Email verification link emailed to jewell arcoren (jewellofthemississippi@gmail.com)  
2023-03-29 - 8:55:54 PM GMT
-  Email viewed by jewell arcoren (jewellofthemississippi@gmail.com)  
2023-03-29 - 8:56:17 PM GMT
-  Submission verified by jewell arcoren (jewellofthemississippi@gmail.com)  
2023-03-29 - 8:56:17 PM GMT
-  Agreement completed.  
2023-03-29 - 8:56:17 PM GMT

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**Board Member Assurances**

I, Shiela Zephier, Board Member of Bdote Learning center  
Name School's Name

agree to comply with all federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools.

*Shiela Zephier*  
Board Member Signature

Mar 29, 2023  
Date







# Board Assurances

Final Audit Report

2023-03-29

Created:	2023-03-29
By:	Veronica Peterson-Briggs (biidaasigekwe@bdotelearningcenter.org)
Status:	Filled
Transaction ID:	CBJCHBCAABAA3s-BshJ2!boWzV4R1TBvkcdTYzhuGaiK

## "Board Assurances" History

-  Web Form created by Veronica Peterson-Briggs (biidaasigekwe@bdotelearningcenter.org)  
2023-03-29 - 4:40:26 PM GMT
-  Web Form filled in by Shiela Zephier (Snasnawi@yahoo.com)  
2023-03-29 - 7:32:58 PM GMT
-  Email verification link emailed to Shiela Zephier (Snasnawi@yahoo.com)  
2023-03-29 - 7:32:59 PM GMT
-  Email viewed by Shiela Zephier (Snasnawi@yahoo.com)  
2023-03-29 - 7:33:26 PM GMT
-  Submission verified by Shiela Zephier (Snasnawi@yahoo.com)  
2023-03-29 - 7:33:26 PM GMT
-  Agreement completed.  
2023-03-29 - 7:33:26 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



**Board Member Assurances**

I, Angela Two Stars, Board Member of Bdote Learning Center  
Name School's Name

agree to comply with all federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools.

  
Board Member Signature

3/30/2023  
Date



**Board Member Assurances**

I, Erin Young Bear Board Member of Bdote Learning Center  
Name: Tibbatts School's Name

agree to comply with all federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools.

  
Board Member Signature

3.31.2023  
Date



**Board Member Assurances**

I, Caree Chasing Thunder, Board Member of Bdote Learning Center  
Name School's Name

agree to comply with all federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools.

Caree Chasing Thunder  
Board Member Signature

March 29, 2023  
Date

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## Addendum 3: Range of Possible Interventions



*An approved authorizer of chartered schools in Minnesota*

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### **B.6.1 Range of Interventions**

The following will be followed by IQS in the event IQS has reasons to have a formal communication with the School regarding the implementation of this "IQS/School Performance Agreement." All communication with respect to the following will be from IQS Leadership to the Board Chair and/or the school director or others as appropriate.

1. Letter of Commendation: This communication will be provided when the School is recognized by organizations or individuals for its excellent work.
2. Letter of Concern: This letter will be sent when there is a pattern of reports or information not being provided to IQS as specified in this Agreement or reports to the Department or other similar situations. The School will be required to respond within 10 business days and provide the information requested.
3. Letter of Deficiency: This letter will be sent when a school demonstrates a significant deficiency, multiple performance targets as provided for in this Agreement are not being met, for violations of law, or when the School does not respond adequately to a "Letter of Concern." The School will be required to respond within 10 business days and provide the information requested. If no response is received, a "Notice of Probationary Status" is sent.
4. Notice of Probationary Status: This notice will be sent if the school does not address the issues in the Letter of Deficiency, if a significant performance issue exists or for violations of law. Such a Notice will also be sent following a "Charter School renewal" if the conclusions of that review are that significant problems exist and that a one-year probationary renewal is being granted. This Notice could also be sent if the School is not making satisfactory improvement or other significant performance issues as identified in the "Annual Evaluation." A copy of this Notice is also filed with the Minnesota Department of Education. A meeting with the Board of the School is scheduled to review the Notice and explain the consequences. A timeline of up to 20 business days will be given for the School to meet with IQS representatives. During this meeting, the school and IQS will agree upon a timeline for the school to provide its "Action Plan" depending on the specific situation.
5. Notice of Unscheduled Charter Review: This notice will be sent if IQS determines that significant issues exist in terms of the School meeting the provisions of this agreement. While a "Charter Review" is usually not conducted until the final year of the contract, an "Unscheduled Charter Review" may be triggered earlier. If IQS determines that significant issues exist requiring more information than is currently available, IQS may determine to conduct a full review at any time which is identical to a "Scheduled Charter Contract Renewal Review."
6. Notice of Scheduled Charter Contract Renewal Review: This review will occur a minimum of once during the Agreement period. Unless IQS decides otherwise, the contract renewal review will be conducted during the final year of this contract agreement.
7. Specific Performance Evaluation to be Conducted for Contract Renewal Purposes:

P.O. Box 580, Hutchinson, Minnesota, 55350; 651-234-0900  
www.iqsmn.org

Revised 3/2023

B.6.1 Range of Interventions 1



*An approved authorizer of chartered schools in Minnesota*

- a. The contract renewal decision of IQS will be based not only on the findings and conclusions drawn from the Charter Contract Renewal Review but also on a compilation of information documenting the performance of the School during the course of this Agreement as documented on the "Charter School Renewal Evaluation".
- b. The five performance areas specified in Addendum 1 provide the specific criteria which must be met in order for the contract to be renewed.
- c. The process to be followed for this review is provided for in the IQS approved authorization plan. It includes a Cadre of at least three persons who will visit the school to collect data as provided for in Addendum 1. Interviews will be conducted with teachers, administrators, board members, parents, community and students. Budget and audit data will be reviewed, classroom observations conducted, learning environment reviewed (facilities) and other processes necessary to determine whether the performance criteria in Addendum 1 have been met.
- d. Based on the review of the School, the IQS decision will be one of the following:
  - i. Renew the charter for up to the maximum time provided by law;
  - ii. Renew the charter for less than the maximum time provided by law and place the School on "Probationary Status;"
  - iii. Not renew the charter for cause which will result in the closing of the school

P.O. Box 580, Hutchinson, Minnesota, 55350; 651-234-0900  
[www.iqsmn.org](http://www.iqsmn.org)

Revised 3/2023

B.6.1 Range of Interventions 2



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## Addendum 4: Charter School Closure Plan



*An approved authorizer of chartered schools in Minnesota*

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### B.9.1 Charter School Closure Process

The closing of a charter school is not an easy decision for a school board or authorizer to make. Yet, it demonstrates a commitment to quality school choice and the health of the broader charter school community. The students and families and staff at the school are the priority for this school closure process.

Much like opening or starting a school, this task will be challenging. The level of care and passion that was the impetus of the school needs to be present in closing the school as well.

This document provides a guide for the closure process and should be one tool used, supported by other resources, such as legal counsel, offices within the MN Dept of Education, and IQS.

The role of the authorizer in a closure process is to promptly notify the Department of Education and Commissioner of Education of the closure and to monitor the closure proceedings undertaken by the Board to the extent possible.

The Charter School Board (the Board) is responsible for ensuring the School is closed in an orderly fashion according to Applicable Law. The Charter School Board shall provide Innovative Quality Schools (IQS) with verification of completion of the items listed below.

Name of school: \_\_\_\_\_

School address: \_\_\_\_\_

Primary Charter School Personnel responsible for closure plan

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Secondary Charter School Personnel responsible for closure plan

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Submit materials to the IQS Leadership Team

### B.9.1 Charter School Closure Process

Required Actions	Timeline	Responsible Party	Completion	
			School	IQS Review
<b>Involuntary Closure</b>				
Notification of the Charter School Board, the MN Department of Education, and the Commissioner of Education	Within 10 days from charter revocation	Authorizer		
<b>Voluntary Closure</b>				
<p>Notify the MN Department of Education and the Commissioner of Education and Authorizer about the closure by sending board minutes or other formal documentation of the decision to close to <a href="mailto:mde.charterschools@state.mn.us">mde.charterschools@state.mn.us</a>.</p> <p>After notifying the commissioner, submit the following to MDE not later than two weeks after receipt of this guidance. Submit the documentation as one or more attached PDFs, with all pages clearly labeled and numbered, via email to <a href="mailto:mde.charterschools@state.mn.us">mde.charterschools@state.mn.us</a>.</p> <ul style="list-style-type: none"> <li>• A closure plan consistent with the charter contract and Minnesota Statutes, Chapter 317A.</li> <li>• Financial information about the school's liabilities and assets.</li> <li>• An updated board roster for the school, including board member contact information. (Non-school contact information is requested in case school phone or email service is discontinued.)</li> <li>• Identify the school's point of contact for the closure process (as listed above).</li> </ul>	Immediately Following Board Decision to Cease Operations	School Director		
<b>Immediate Board Actions</b>				
<b>Take Board Action to Dissolve the school</b>	First Step	Board Chair and School Director		
<p><b>Establish ad hoc Committee</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Designate School contact person(s) to send and receive communications from IQS.</li> <li><input type="checkbox"/> Designate school employees or School Board members who will handle various aspects of School closure operations; and</li> <li><input type="checkbox"/> Provide contact information, and list of employees / School Board members and correspondent responsibilities to IQS.</li> <li><input type="checkbox"/> Instruct contact persons to heed notification requirements for time sensitive notifications, if any.</li> </ul>	Immediately Following Board Decision to Cease Operations	Board Chair and School Director		
<p><b>Create a Comprehensive Plan for School Closure</b> <i>incorporating all identified steps are outlined below</i></p>	Within 20 Days of Decision to Dissolve Operation	As identified in Action Item 2		
<p><b>Appropriate School Reserve Funds</b> <i>to ensure closure activities are fully funded (i.e. legal fees etc.)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Segregated by School Board resolution in a separate checking account up to \$50,000 in funds to be used for legal, accounting</li> </ul>	Immediately Following Board Decision to	As identified in Action Item 2		

**B.9.1 Charter School Closure Process**

Required Actions	Timeline	Responsible Party	Completion	
			School	IQS Review
<p>and other expenses to execute this Closure Plan and to dissolve the School Corporation.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Cover staff payroll and benefits as outlined in your employee contracts/agreements.</li> <li><input type="checkbox"/> D&amp;O Insurance - Maintain existing directors and officers liability (D&amp;O) insurance, if any, until final dissolution of the School Corporation. If no such D&amp;O insurance exists, disclose this fact to the board of directors.</li> </ul>	Cease Operations			
<b>Notifications</b>				
<p><b>Notify School Districts of Students Residences of Decision to Dissolve Operations</b></p> <p>Within 7 days after the charter revocation, the School must notify the school district(s) of students’ residence regarding the termination of the education program and lack of future enrollment.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> If applicable, notification regarding cessation of food and transportation services should be provided.</li> <li><input type="checkbox"/> Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment.</li> <li><input type="checkbox"/> Provide IQS and legal counsel with a copy of the notice.</li> </ul>	Within 7 Days of Board Decision	As identified in Action Item 2		
<p><b>Notification of Parents / Guardians</b></p> <p>Within 10 days after charter revocation, notify parents / guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> date of the last day of regular instruction;</li> <li><input type="checkbox"/> cancellation of any planned summer school;</li> <li><input type="checkbox"/> 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><input type="checkbox"/> inclusion of a listing of the names of charter, parochial, public and private schools in the area,</li> <li><input type="checkbox"/> how the school will provide information and assistance to families that will help them to enroll their students in another school.</li> <li><input type="checkbox"/> how transfer of student records (including disciplinary records) will be handled and offer of copies of student records before the CHARTER REVOCATION;</li> <li><input type="checkbox"/> that once the school closes, the remaining student records will be distributed to each students’ school district of residence;</li> <li><input type="checkbox"/> Provide IQS and legal counsel with a copy of the notice.</li> </ul>	<p>Within 7 Days of Decision</p> <p>Within 10 days from charter revocation</p>	As identified in Action Item 2		
<p><b>Final Report Cards and Student Records Notice</b></p> <p>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 residential school district)</p>	Within 7 Days of End of School Year	As identified in Action Item 2		

**B.9.1 Charter School Closure Process**

Required Actions	Timeline	Responsible Party	Completion	
			School	IQS Review
<p>and specific contact information.</p> <p><input type="checkbox"/> 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 residential district to have the student's educational records transferred to the new school.</p> <p><input type="checkbox"/> Provide IQS and legal counsel with a copy of the notice.</p>				
<p><b>Transfer of Student Records and Testing Material</b>  <i>Note: Original copies of student records are to be retained until MDE's audit of public counts is complete and Charter school staff also may be asked to participate in IEP staffing meetings at schools in which the students enroll after leaving the charter school.</i></p> <p>No later than 10 days after CHARTER REVOCATION send complete student records to the student's district of residence.</p> <p><input type="checkbox"/> Provide IQS with confirmation of records transfer.</p> <p>The charter school needs to verify that student records are complete and accurate prior to transfer. Individual records should at least contain:</p> <ul style="list-style-type: none"> <li>● Attendance records</li> <li>● Grades/report cards</li> <li>● Assessment/testing information</li> <li>● Credits earned</li> <li>● Individualized Education Plan (IEP) and other special education records if applicable</li> <li>● Immunization records</li> <li>● Continual Learning Plan if applicable</li> <li>● MARSS number</li> <li>● Record of graduation</li> <li>● Any other information included in a transcript</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.</p> <p>As noted above, parents / guardians should be offered copies of students' records before CHARTER REVOCATION.</p> <p>Testing material, including scores, test booklets, and annual data files etc. required to be maintained by the School by the State Education Department must also be forwarded to the School's district of location.</p> <p><input type="checkbox"/> 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 the district of location. The school should also send a set of Individual Student Reports to the resident district and parents.</p> <p><input type="checkbox"/> Provide notice to inform the student and the student's parent or guardian that formal disciplinary records will be transferred</p>		As identified in Action Item 2		

**B.9.1 Charter School Closure Process**

Required Actions	Timeline	Responsible Party	Completion	
			School	IQS Review
as part of the student's educational record, in accordance with data practices under chapter 13 and the Family Educational Rights and Privacy Act of 1974, United States Code, title 20, section 1232(g).				
<b>Financial</b>				
<p><b>Interim Statements</b>            No later than 30 days after charter revocation, prepare, and submit to authorizer, an interim statement in a form satisfactory to authorizer, of the status of all contracts and other obligations of the School, and all funds, including principal and accrued interest, owed to, and by, the School, with supporting evidence showing:            * all vendors/creditors or former vendor/creditors, any amounts paid to vendor/creditors (or in-kind exchanges of assets)            * any amounts of debt of the School outstanding, including principal and accrued interest, as of the date of the interim report; and            * all amounts owed to the School by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and            * all income generated through sale or auction of assets and any other change in status of assets.</p> <p>The School will prepare and submit such statements to the authorizer at 30 day intervals until the final statement is prepared and submitted.</p>				
<p><b>Schedule and complete a financial audit</b> by December 31, per Minnesota Statutes, section 124E.16, subdivision 1(b) and section 123B.77, subdivision 3(a).</p>	by December 31	As identified in Action Item 2		
<p><b>Complete closure and dissolution of your charter school's nonprofit corporation</b> pursuant to Minnesota Statutes, Chapter 317A, the Minnesota Nonprofit Corporation Act, specifically sections 317A.701 to 317A.791 and section 317A.811 regarding notification to the attorney general, as well as other applicable statutes related to charter school closure, including section 124E.25, subdivision 1a and section 15.054 (per section 124E.16, subdivision 1)</p> <p>The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:            * notification to IRS regarding any address change of the School Corporation; and            * filing of required tax returns or reports (e.g., IRS Form 990 and Schedule A).            * If the School Corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to the authorizer.</p> <p>Note: The board of directors of the charter school should engage its legal counsel to ensure the dissolving corporation follows the requirements of both the Minnesota Nonprofit Corporation Act and statutes applicable to charter schools.</p>		As identified in Action Item 2  School's Legal Counsel		

**B.9.1 Charter School Closure Process**

Required Actions	Timeline	Responsible Party	Completion	
			School	IQS Review
<p><b>Notify all Sources of School Revenue of Decision to Dissolve Operations</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.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 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><input type="checkbox"/> Charities with property on the premises of the School should be notified to remove the same as soon as possible or after CHARTER REVOCATION, whichever is appropriate.</li> </ul>	<p>Within 7 days from charter revocation</p>	<p>As identified in Action Item 2</p>		
<p><b>Notify All Contractors of Decision to Dissolve Operations</b> <i>(i.e. auditors, business managers, telephone service, food service, transportation etc.)</i></p> <p>Within 20 days after charter revocation, formulate a list of all contractors with contracts in effect, and notify them regarding cessation of current school operations at CHARTER REVOCATION.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property.</li> <li><input type="checkbox"/> Provide IQS and legal counsel with a copy of such notice.</li> <li><input type="checkbox"/> Retain records of past contracts with proof that they were fully paid (see Records Retention, below) to prevent spurious claims.</li> </ul> <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or wind-up of the School.</p> <ul style="list-style-type: none"> <li>➤ Telephone, gas, electric, water, insurance (premises and D&amp;O insurance, see below) should remain operative through the CHARTER REVOCATION and to the extent necessary to wind up the School’s affairs beyond that time.</li> </ul>				
<p><b>Notify All Employees and Benefit Providers</b></p> <p>After an employee termination date is established, but in no event later than 60 days before CHARTER REVOCATION, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Further notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including:</p> <ul style="list-style-type: none"> <li>● health care / health insurance;</li> <li>● life insurance;</li> <li>● dental plans;</li> <li>● eyeglass plans;</li> </ul>	<p>No Later Than 60 Days Before the End of the School Year/BEFORE charter revocation</p>	<p>As identified in Action Item 3</p>		

**B.9.1 Charter School Closure Process**

Required Actions	Timeline	Responsible Party	Completion	
			School	IQS Review
<ul style="list-style-type: none"> <li>• cafeteria plans;</li> <li>• 401(k), retirement plans; and</li> <li>• pension plans.</li> <li>• TRA</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.</p> <p><b>Employees should be notified of eligibility for unemployment compensation.</b></p> <p>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.</p> <p>See School Wind-Up Plan and Action regarding payment of taxes, below.</p>				
<p><b>Notify Authorizer of Any Pending Litigation</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 IQS and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep IQS informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>	As Soon As Possible	As identified in Action Item 3		
<b>Assets, Creditors and Debtors, UCC Search</b>				
<p><b>Develop a List of Creditors and Debtors</b></p> <p>Within twenty (20) days after the charter revocation, formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor.</p> <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> </ul> <p><input type="checkbox"/> A UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached.</p> <p><input type="checkbox"/> 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><input type="checkbox"/> Provide a copy of the list of creditors to IQS with the amount owed to each creditor thereon and the amount owed by each debtor.</p>	Within 20 of Board Decision to Dissolve Operations	As identified in Action Item 3		

**B.9.1 Charter School Closure Process**

Required Actions	Timeline	Responsible Party	Completion	
			School	IQS Review
<p><b>Notification to Creditors</b>            Within thirty (30) days after the charter revocation, the School must notify all creditors of its closure.</p> <p>A letter should be sent to all known vendors/creditors and a legal notice placed once each week for four successive weeks in a legal newspaper in the county where the registered office of the corporation is located. Potential claimants will have 90 days from date on the notice to submit any claims. The School has 30 days from the receipt of a claim to assess its validity and respond in writing to any claims not deemed valid.</p> <p>Once the 90 day notice period expires, all claims shall be assessed and prioritized for payment in the following order: distribution of assets received and held for a special use or purpose; payment of costs and expenses of the dissolution proceedings, including attorney fees and disbursements; government claims; secured claims; unsecured claims.</p> <p>The School should solicit from each creditor a final accounting of the School's accrued and unpaid debt owed to such creditor. This figure should be compared to the School's calculation of the debt and be reconciled between the parties.</p> <p>To the extent possible, the School should also begin to negotiate a settlement of debts, which is ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.</p>				
<p><b>Notification to Debtors</b>            Within thirty (30) days after the charter revocation, the School must contact all debtors and demand payment.</p> <p>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>				
<p><b>School Wind-Up Plan and Action</b>            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 IQS. The plan should include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Termination of non-essential personnel and cancellation of non-essential services prior to CHARTER REVOCATION.</li> <li><input type="checkbox"/> Make final federal, state and local tax payments (every employer, including the School, which pays wages to</li> </ul>				



**B.9.1 Charter School Closure Process**

Required Actions	Timeline	Responsible Party	Completion	
			School	IQS Review
<p>employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments).</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 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><input type="checkbox"/> 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. Once all assets have been liquidated and distributed, the School must close bank accounts with final balances transferred to Minnesota Dept. of Education.</li> <li><input type="checkbox"/> Cancellation of corporate credit cards and lines of credit.</li> <li><input type="checkbox"/> 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><input type="checkbox"/> Status reports on the implementation of the School Wind-Up Plan to be submitted to IQS through Interim Statements and a Final Statement (below).</li> </ul>				
<b>Protection of Assets; Insurance</b>				
<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><input type="checkbox"/> Existing insurance coverage should be maintained on the assets until the disposal of such assets. In accordance with the Wind-Up Plan.</li> <li><input type="checkbox"/> Continue existing insurance for School Facility, vehicles and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets are sold, respectively.</li> <li><input type="checkbox"/> Negotiate School Facility insurance with entities that may take possession of School Facility – lenders, mortgagors; bond holders, etc., if possible.</li> <li><input type="checkbox"/> Appropriate security services should be obtained or maintained.</li> <li><input type="checkbox"/> Action may include moving assets to secure storage after closure or loss of the School Facility.</li> </ul>				
<p><b>Conduct Thorough Inventory</b> No later than 30 days prior to CHARTER REVOCATION, all of the School's assets must be inventoried with item #'s and quantities and/or its inventory updated.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> All assets of the School, not just ones over a certain dollar value must be inventoried.</li> </ul>	Within 30 Days of Decision to Dissolve Operations	As identified in Action Item 3		

**B.9.1 Charter School Closure Process**

Required Actions	Timeline	Responsible Party	Completion	
			School	IQS Review
<input type="checkbox"/> Provide IQS and legal counsel with a copy of the inventory. <input type="checkbox"/> Separately identify assets purchased with Federal CSP Grant funds and assets purchased from the School's general fund. <input type="checkbox"/> Identify assets belonging to other entities (school district, county, municipality, health department, Authorizing organization, vendors, PTA, etc.), including those borrowed or loaned. <input type="checkbox"/> Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. <input type="checkbox"/> Return assets not belonging to School and document same.				
<p><b>Liquidate Assets</b> 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.</p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p><b>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.</b></p>	Within 30 Days of Last Day of Operations	As identified in Action Item 3		
<p><b>Liquidation of Non-CSP Assets</b></p> <p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made) to the extent of the School's ability to pay. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations.</p> <p>Non-CSP assets must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed bidding, or other reasonable sales methods (as approved by the authorizer and legal counsel), and 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.</p> <p>In cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction, it may be permissible to give away or discard such assets. However, this should be cleared from the largest or sole creditor(s) in advance.</p> <p>Non-CSP assets unable to be sold may be given away as follows: 1.) to other charter schools; 2.) if no charter school expresses interest in accepting the asset, then to a 501(c)(3) educational organization; and 3.)</p>				

**B.9.1 Charter School Closure Process**

Required Actions	Timeline	Responsible Party	Completion	
			School	IQS Review
<p>if no 501(c)(3) educational organization expresses interest in accepting the asset, then to any other 501(c)(3) organization. Pursuant to MN Statute 317A.735, no asset may be given away to a for-profit business or individual, except as authorized by law.</p> <p>An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. (In case of a later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.)</p>				
<p><b>Prepare a 'Final' Statement of Dissolution for Authorizer</b>            At a date to be determined by IQS, 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 IQS 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><input type="checkbox"/> all assets and the value and location thereof, whether such asset has been</li> <li><input type="checkbox"/> distributed to creditors in satisfaction or payment of any existing debt obligation; and</li> <li><input type="checkbox"/> 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><input type="checkbox"/> statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and</li> <li><input type="checkbox"/> each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest.</li> <li><input type="checkbox"/> This statement is submitted to IQS 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><input type="checkbox"/> This statement is in addition to the final Financial Statement Audit (below).</li> </ul>	<p>Within 90 Days of Last Day of Operations</p>	<p>As identified in Action Item 3</p>		
<p><b>Conduct a Final Audit of All Assets</b>            The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1<sup>st</sup> of the calendar year in which the School ceases instruction.</p>	<p>Within 90 Days of Last Day of Operations/ no later than November 1<sup>st</sup> of the calendar year in which the School ceases instruction</p>	<p>As identified in Action Item 3</p>		
<p><b>File Final Form 990 Stub</b>            The School's accounting firm must file a final Form 990, terminating the entity with the IRS.</p>				

**B.9.1 Charter School Closure Process**

Required Actions	Timeline	Responsible Party	Completion	
			School	IQS Review
<p><b>Close Out All State and Federal Grants</b>                      State, federal and other grants must be closed out, including:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> notification to the grant entity of the School closure; and</li> <li><input type="checkbox"/> 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.</p> <p>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. 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>	Within 30 Days of Last Day of Operations	As identified in Action Item 3		
<p><b>Maintain All Corporate Records</b>                      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>In the event the School Corporation is dissolved, any and all records not previously sent to the school district of the School's location should be sent to that school district.</p>	On-Going	As identified in Action Item 3		
<b>Dissolution / Final Distribution of Assets</b>				
<p><b>Board Act via Resolution to Dissolve Corporation</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.</p>	Within 10 Days of Receiving Final Audit and Confirmation of All Reconciliation of Records	As identified in Action Item 3		

**B.9.1 Charter School Closure Process**

Required Actions	Timeline	Responsible Party	Completion	
			School	IQS Review
<p><b>Dissolution</b> The School in consultation with legal counsel shall prepare and file Articles of Dissolution with the MN Secretary of State.</p> <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>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><input type="checkbox"/> Copies of all papers related to dissolution should be sent to IQS.</p>				
<p><b>Final Distribution of Assets</b> All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations.</p> <p>Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools in the school district or to the school district.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 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 a later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.)</li> <li><input type="checkbox"/> 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>	Within 10 Days of Resolution to Dissolve Corporation	As identified in Action Item 3		

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### **B.9.1 Charter School Closure Process**

**Additional Considerations from MDE-** In addition to the above list, MDE also provides closure guidance to charter schools. IQS has included some of the more specific guidelines from the MDE below as a means to ensure the school is aware of such requirements. Please refer to the current MDE guidance for more information.

#### **Audit of Pupil Counts**

Contact MDE at 651-582-8271 to schedule a student attendance audit as soon as the charter school board votes to close or the authorizer takes final action to not renew or terminate the charter contract. Collect internal information for the audit of pupil counts. Charter schools must hold onto the original documents until the audit is complete.

Once the audit of pupil counts is complete, the records may be transferred per statute.

At a minimum, the records should include:

- o Student rosters
- o Attendance records
- o Student transcripts and student schedules
- o Applications for educational benefits

#### **Special Education Closure Monitoring**

MDE Compliance and Assistance will communicate with the charter school director to obtain documentation in order to determine eligibility of expenditures in the most recent fiscal year. Some contracts with outside accounting software vendors are canceled or ended at closure. Closing charters that cannot substantiate expenditures with vendors with all necessary documentation may have to return funds to MDE. Please contact MDE Compliance and Assistance ([mde.compliance-assistance@state.mn.us](mailto:mde.compliance-assistance@state.mn.us)) at 651-582-8689 with questions.

#### **Annual Data Submissions**

Whether your charter school closed midyear, or effective the end of the fiscal year, you will be expected to complete the following annual reporting:

***Disciplinary Incident Data Reporting (DIRS).*** Charter school directors must certify reports no later than July 31. More information about completing the data submission can be found on MDE's DIRS webpage.

***Restrictive Procedures.*** Each charter school is required to submit the Use of Restrictive Procedures annual District Summary Data Form on or before July 15 of each year. If you did not use a restrictive procedure, you still must complete the form and report that no physical holds or seclusions occurred during that school year. More information about how to report restrictive procedures can be found on MDE's Restrictive Procedures webpage.

***Uniform Financial Accounting and Reporting Standards (UFARS).*** UFARS data submissions are required for the final year the charter school is operational. Unaudited UFARS data submission is required by September 15 and Audited UFARS data is required by November 30.

#### **Federally-Funded Programs or Grants**

Contact MDE's federal programs grant managers for specific instructions that apply to each federally-funded program or grant received by your school.

If your school has received certain federal funds, you must follow property disposition procedures for

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### B.9.1 Charter School Closure Process

equipment and other items of value purchased with federal funds.

Review each OGAN (Official Grant Award Notification) your school has signed to determine which federal funds you have received. Copies can be obtained by contacting each program's grant manager. Federally-purchased property cannot be sold to pay creditors, and must either be returned to MDE or distributed for similar use to another eligible entity, depending on the type of program under which funds were received. A charter school's board of directors is responsible for ensuring this process is handled properly.

Please contact [mde.esea@state.mn.us](mailto:mde.esea@state.mn.us) with questions about federal Title programs funded under the Elementary and Secondary Education Act (ESEA).

#### **Federal Charter Schools Program (CSP) Grant**

Equipment, non-consumable supplies and other non-consumable items purchased under the federal CSP grant award are intended for approved purposes identified under the grant. The charter schools will maintain and submit property inventory records of all equipment, assets and non-consumable items purchased with federal CSP grant funds. As part of the school's closure process, all non-consumable items of value purchased with federal CSP grant funds must be distributed to other Minnesota charter schools at the discretion of MDE.

- MDE will work with the closing school's board of directors and the school's authorizer on an individual basis to determine an appropriate redistribution process. There are four options available for disposing of CSP items:
  - Provide the items to other charter schools within the authorizer's portfolio.
  - Make the items available to new charter schools that opened during the current or most recent school year.
  - Consult with all authorizers to see if there are other charter schools that would benefit from the CSP items.
  - Propose another disposition plan.
- Federally-purchased non-consumable items of value may not be sold to pay creditors.
- The school's board of directors is responsible for the disposition of CSP items.
- The proposed disposition plan must be approved by MDE before the CSP items can be disposed of.

***Please note: The above guidance applies only to federal CSP grants. Other federally funded programs such as special education and Title I may have different disposition processes for equipment purchased with those federal funds. As applicable, contact other MDE federal program managers for guidance regarding how to handle disposition of their equipment. MDE's Federal CSP Grant Manager will reach out to you to finalize a proposed disposition plan related to the CSP Grant. MDE will give final approval for the disposition of all CSP purchased items.***

#### **MDE State Educational Record View and Submission (SERVS) Financial**

The school is expected to update users' authorization via the "External User Access Recertification System" for MDE SERVS Financial secure program immediately after the closure notification is sent to MDE. The updated authorization must identify individuals for two roles: one individual assigned to the Approver role and one individual assigned to the Account Register role. The assumption is that these two individuals will fulfill the required duties until the school is officially closed.

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### **B.9.1 Charter School Closure Process**

All other individuals who held a role in SERVS Financial will have their access removed at that time.

As a reminder, sharing of user IDs or passwords is prohibited by security policy. All security policies for using the secure program remain in place and security must be maintained at all times. If you have questions, call the SERVS Financial Administrator at 651-582-8500 or email [mde.servsfinancial@state.mn.us](mailto:mde.servsfinancial@state.mn.us).

#### **State Aid Payments and UFARS**

Minnesota Statutes, section 124E.25, subdivision 1a is specifically applicable to the closure of a charter school:

*Notwithstanding subdivision 1 and section 127A.45, for a charter school ceasing operation on or before June 30, for the payment periods occurring after the school ceases serving students, the commissioner shall withhold the estimated state aid owed the school. The charter school board of directors and authorizer must submit to the commissioner a closure plan under [chapter] 317A, and financial information about the school's liabilities and assets. After receiving the closure plan, financial information, an audit of pupil counts, and documented lease expenditures from the charter school and monitoring special education expenditures, the commissioner may release cash withheld and may continue regular payments up to the current year payment percentages if further amounts are owed. If, based on audits and monitoring, the school received state aid in excess of the amount owed, the commissioner shall retain aid withheld sufficient to eliminate the aid overpayment.*

*(b) For a charter school ceasing operations before or at the end of a school year, notwithstanding section 127A.45, subdivision 3, the commissioner may make preliminary final payments after the school submits the closure plan, an audit of pupil counts, documented lease expenditures, and Uniform Financial Accounting and Reporting Standards (UFARS) financial data and the commissioner monitors special education expenditures for the final year of operation. The commissioner may make the final payment after receiving audited financial statements under section 123B.77, subdivision 3.*

*(c) Notwithstanding sections 317A.701 to 317A.791, after closing a charter school and satisfying creditors, remaining cash and investment balances shall be returned by the commissioner to the state general fund.*



## Addendum 5: Bdote Contract Renewal Evaluation

Bdote Renewal Evaluation FY19-23

School Info

### IQS Contract Renewal Report (alternate format)

<b>Contract Dates:</b>	July 1, 2018 - June 30, 2023
<b>Name of School:</b>	Bdote Learning Center
<b>Address of School:</b>	3216 E 29th Street, Minneapolis, MN 55406
<b>Name of Contact:</b>	Korissa Howes
<b>Title of Contact:</b>	Co-director
<b>Title Email Address:</b>	korissah@bdote.org
<b>Name of Board Chair:</b>	Tedi Grey Owl
<b>Chair Email Address:</b>	tedig@bdote.org

**The IQS oversight process is thorough and addresses how the school is implementing the five major areas which include:**

1. Is the school operating consistent with the approved model including providing a learning environment which includes the state curriculum standards;
2. Is the governance of the school providing quality policy leadership consistent with the laws and the contract;
3. Is the performance of the students and the school meeting expectations;
4. Is the financial management of the school making appropriate use of taxpayer dollars and is the school planning for the future; and
5. Are the day-to-day operations of the school meeting statutory and contract requirements?

Performance Measures Scale		
0 – 1.9	Does Not Meet Expectations	None or an insignificant amount of the information is evident which provides the reviewer evidence that the indicator is being met.
2 – 2.9	Is Approaching Expectations	Not all of the key aspects of the meeting the performance indicators are evident. The school was generally unable to present evidence that this indicator is being satisfactorily met.
3 – 3.9	Meets Expectations	The information is evident and the indicator is satisfactorily being met.
4	Exceeds Expectations	All of the information is evident and the indicator is being met in an exemplary manner.

Area 1	Mission and Goals of the School and Program Model Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Cumulative Score
	Points	1.0-1.9	2.0-2.9	3.0-3.9	4.0	
1.a	Program Model	Program model is not consistent with that described in charter application including amendments and school has received notice from governing agency noting inconsistency.	Program model is not consistent with that described in charter application including amendments.	Program model is consistent with that described in charter application including amendments.	Program model is consistent with that described in charter application including amendments and school has received accommodation from governing agency noting this accomplishment.	
	How determined and comments:	<p>The Program model is consistent with the charter application and contract.</p> <p>Covid and a shortage of staff have presented difficulties.</p> <p>The learning model at Bdote is consistent with their application. They are a language immersion school that is place based and experiential. Offering both Dakota and Ojibwe languages, classrooms are grouped (K&amp;1, 2&amp;3, 4&amp;5, 5-8) so that they may offer full immersion for K-3, and partial immersion for the others. Families choose between the Dakota or Ojibwe track depending on enrollment and availability. They offer reading and math specialists for full classes and would like to add 1 to 1 pull out interventions for both reading and math in the future. They often do learning outside of their walls. They also invite elders from the community to come into the school to share their wisdom with the community. Designs for Learning is guiding their special education services, sending over a SpEd teacher to cover their needs. They have one sub whose sped teaching license lapsed that is looking to complete the proper school work and join them as a full time in house sped teacher. Paraprofessionals are in each classroom for additional support.</p> <p>The contracted Renewal Evaluation Form states, "A. The program model implemented is consistent with that described in its charter application including any amendments. a. Is the school program model as described in the contract clearly evident in practice? b. Are the staff, board, leaders, etc. reasonably able to articulate what it is? " and this is addressed by the following:</p> <p>Bdote's program model, as described in Section 2.2 of the contract, as a language immersion school, with a curriculum provided through, but not limited to projects, experiential, and place-based learning, and community centered programing is clearly evident in practices such as including drumming as part of behavior interventions and sending a team of middle school students to the Lakota Nation Invitational (LNI) Language Bowl.</p> <p>In visits to the school, the school board and staff are able to articulate the program model.</p>				3.9
1.b	School Mission	School program is aligned with Charter Law to improve all pupil learning and all student achievement.	School program is aligned with the primary purpose of Charter Schools and at least two other purposes cited in law.	School program is aligned with the primary purpose of Charter Schools and at least three other purposes cited in law.	School program is aligned with the primary purpose of Charter Schools and at least four other purposes cited in law.	
	How determined and comments:	<p>School program is aligned with the primary purpose of Charter Schools and at least four other purposes cited in law.</p> <p>The safety of the school community is a priority and with Covid the school switched between in person and distance learning.</p> <p>Bdote operates and serves nearly 99% students who identify as Native American/Indigenous Americans. Having a full immersion program for both Dakota and Ojibwe languages is extremely rare and they are working hard to preserve the Native American heritage and culture for MN and so much more. Some things that they are doing to live their mission are having mini powwows every other Friday. Placed based learning and culture is embedded into what they do. They teach and live native history, and culture with ways of life and food for example. They make sure students and staff are feeling safe physically as well as emotionally and that their needs are being met. This is important with their population who is largely free and reduced. Within their curriculum is community work. The students are being taught how to be better relatives by treating others with kindness, caring for their elders and taking care of themselves as well as others. They always ask the student to reflect on "How can I be a better relative?" And they encourage them to surround themselves with people who conduct themselves in the same manner so they can form well rounded relatives. They have play therapists that come in and offer services. They have also partnered with different places and programs to offer free dental and eye exams. All staff are available to students when needed to foster open relationships and community. Learning about environmental practices of peace through herbs and teas to help with the atmosphere and environment, the students and staff feel safe and welcome to celebrate their culture. The leadership team maintains a social justice lens in that they are aware that most of their students and staff come from impoverished communities, and encourage doctor visits and healthy living. Celebrating when they are taking care of their bodies.</p> <p>The contracted Renewal Evaluation Form states, "B. The purposes of the school as defined in Charter Law at 124D.10 Subd 1. and in the approved application/current contract are being addressed in the School. a. The purposes are in the contract. Does the board, teachers, leadership know what they are for their school? b. Is it clear the purposes are being addressed at the school? " and this is addressed by the following:</p> <p>The purposes are stated in Section 2.2 of the contract.</p> <p>The board, teachers, and school leadership are committed to the mission and vision of the school as well as the purposes stated in the contract, such as immersion language, and creating new ways of teaching and assessing student learning.</p> <p>The school is it clear addressing the purposes through the curriculum and the unique language program being created by the school.</p>				4.0

Area 1	Mission and Goals of the School and Program Model Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Cumulative Score
	Points	1.0-1.9	2.0-2.9	3.0-3.9	4.0	
1.c	Curriculum	The school curriculum is not implemented with fidelity and is not aligned with the school's mission.	The school curriculum aligns with its mission and primary purpose but is not implemented with fidelity - or- the curriculum is not aligned with the school mission but is implemented with fidelity.	The school curriculum aligns with its mission and primary program purpose and is implemented with fidelity.	The school curriculum aligns with its mission and primary program purpose in all curricular areas and is implemented with fidelity. The school has developed systems for analyzing curriculum effectiveness and making improvements accordingly.	
	How determined and comments:	<p>The school curriculum aligns with its mission and primary program purpose and is implemented with fidelity.</p> <p>Bdote has access to content and language cohorts with other schools throughout the nation. They utilize the Lakota Language Consortium. They also actively use Miin Ojibwe.org. Both of these are resources for curriculum. They have been working hard to build and retain curriculum, which can pose an additional challenge since traditionally, natives teach through story telling and not documenting these stories. The leadership team works to build these skills with their staff so they may have a complete and organized curriculum. They have been successful with this documentation this year. They have received multiple grants and used these to order hundreds of books in both languages that teachers are utilizing in class. The leadership staff conducts observations, looks at Fastbridge test results, and reviews student work for teacher evals. They hope to build a strong evaluation system in the future.</p> <p>The contracted Renewal Evaluation Form states, "C. The school curriculum aligns with its mission and primary program purpose and is implemented with fidelity. a. Does the school curriculum support the mission/model of the school? b. Is the curriculum adequate including digital to carry-out the mission? " and this is addressed by....</p> <p>The curriculum is adequate to carry-out the mission and vision of the school.</p>				3.0
1.d	Standards	The school follows a curriculum resource and operates under the assumption that the resource is aligned with state standards.	State standards and school standards are embedded into the curriculum of the school.	State standards, school board standards, and authorizer requirements are embedded into the curriculum of the school and documented in curriculum development documents.	All state standards, school board standards, and authorizer requirements are embedded into the curriculum of the school, as documented in curriculum development documents. Individual student achievement on standards is assessed and used to inform instruction.	
	How determined and comments:	<p>State standards and school standards are embedded into the curriculum of the school.</p> <p>All of the curriculum used is aligned with MN state standards. They lay out their scope and sequence in an organized system that was able to be reviewed. They have organized their curriculum to build stronger development plans, all of which take into account where their students' ability levels are at. PLC's meet weekly to discuss this along with much more.</p> <p>The contracted Renewal Evaluation Form states, "D. State standards, school board standards and authorizer requirements are embedded into the curriculum of the school. a. Is there a central place where and how each standard is taught (grade/course). This should be an electronic system for easy updating. b. Do teachers know which standards they are accountable for teaching? Is this documented by the teacher? " and this is addressed by....</p> <p>The alignment of the standards and the ongoing work of the PLCs.</p>				2.9
1.e	Staff Development	Some staff development activities or initiatives evident but no evidence alignment with school improvement or strategic planning.	Staff development activities and/or initiatives have been implemented but not systemic or purposefully aligned with a strategic plan.	Staff development is ongoing, aligned with strategic plan, and ensures program fidelity.	Staff development is fact-based, on-going, and aligned with a strategic plan. Staff development is reviewed by school board and school leadership on a quarterly basis to ensure program fidelity and reported to all stakeholders.	
	How determined and comments:	<p>Staff development is ongoing, aligned with strategic plan, and ensures program fidelity.</p> <p>The leadership team heads staff development in many ways. Supporting teacher and student needs as they keep the focus of aligning with their strategic plans. This year, that has included basic due process items such as training how to document curriculum, planning and conducting needed safety and health training, as well creating crisis and emergency plans that all are trained in. the leadership team heads their PLC's. Weekly, they meet as separate language based curriculum, Dakota and Ojibwe teams to examine curriculum and units. Often they meet across grade levels as well, to make sure language tracks are on the same page. Some PLC topics discussed have been: math, reading and writing practices in Ojibwe &amp; Dakota langues, best methods for utilizing para support, curriculum that implements ceremonies, art, music and science, language events that they can go to, how to supplement each unit to offer additional support, how to reinforce language support in math (each one), how to utilize technology and apps in the classroom.</p>				3.0

Area 1	Mission and Goals of the School and Program Model Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Cumulative Score
Points		1.0-1.9	2.0-2.9	3.0-3.9	4.0	
		The contracted Renewal Evaluation Form states, "E. Staff development is provided in support of the mission and program model. a. Does the school have a written staff development plan? b. Are teachers key to its development? c. Is there evidence that it is being carried out? d. Is the impact of the plan evaluated by what teachers do?" and this is addressed by the following: It is evident that professional development is happening and that it is directly connected to the needs of the staff at the moment. It is unclear if the impact of the PD is being evaluated by the teachers.				
<b>Category Average Score</b>						3.4

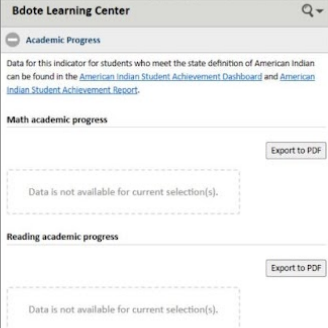
Area 2	Governance of the School Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	1.0-1.9	2.0-2.9	3.0-3.9	4.0	
2.a	Board Organization	School has received multiple notices from a governing agency (state and/or authorizer) within the past 12 months indicating board organization inconsistencies with the law.	School has received a notice from a governing agency within the past 12 months indicating board organization inconsistencies with the law.	The board organization complies with the requirements in the charter school law.	Board organization exceeds legal expectations serving as a model for all Public Schools.	
	How determined and comments:	The board organization complies with the requirements in the charter school law. The Bdote Board has had a high turnover within the last three years. The board is working to fulfill vacancies as per its bylaws. The contracted Renewal Evaluation Form states, "A. The board is organized consistent with the following: a. b. c. d. e. f. g. h. The ongoing board must be elected prior to the completion of the schools 3rd year of operation consistent with the Bylaws. Board must consist of at least five members who are not related to each other. At least one member must be a licensed teacher at the school. At least one member must be a parent/legal guardian of a student attending the school. At least one member must be an interested community member who is neither an employee of the school or a parent of a student at the school. Charter school employees may not serve on the board other than for a teacher who is (2) or (3) above. Neither the schools administrator nor the financial officer may be on the board in other than in an ex-officio capacity. Contractors (or employees of contractors) providing facilities services, goods to the school may not serve on the board. " and this is addressed by this Scorecard measure.				3.0
2.b	Background Checks	Criminal background checks have not been conducted on any current board members in accordance to Section 4.1 of the contract with IQS.	Criminal background checks have been conducted on some of the board members in accordance to Section 4.1 of the contract with IQS.	Criminal background checks have been conducted on each board member in accordance to Section 4.1 of the contract with IQS.	Criminal background checks have been conducted on each board member and reviewed by the School Director annually.	
	How determined and comments:	Over the term of the contract, criminal background checks have been conducted inconsistently on board members in accordance to Section 4.1 of the contract with IQS. The contracted Renewal Evaluation Form states, "Criminal background checks have been conducted on each board member and are on file" and this is addressed in this Scorecard measure.				2.0
2.c	Conflict of Interest	School has received multiple notices from a governing agency (state and/or authorizer) within the past 12 months indicating board organization inconsistencies with the law.	School has received a notice from a governing agency within the past 12 months indicating board organization inconsistencies with the law.	No board members have any conflict of interest as defined in law and statements are filed annually.	No board members have any conflict of interest as defined in law. Signed statements are filed annually and confirmed at each Board meeting.	
	How determined and comments:	No board members have any conflict of interest as defined in law and no notices of related concerns. No Conflict of Interest that was observed during the Board meeting. Over the course of the contract, the Bdote Board has routinely checked for the conflict of interest and it is listed in the meeting agenda. The contracted Renewal Evaluation Form states, "No Board Members have any conflicts of interest as defined in law and statements to this effect are filed annually. a. b. c. d. e. An individual may not serve on the board if the individual, an immediate family member, or the individual's partner is an owner, employee or an agent of, or a contractor with a for profit or not-profit entity or an individual with whom the school contract directly or indirectly for professional services, goods, or facilities. Written statement (see contract appendix) is filed each year by each board member. If a conflict of interest exists, any contract that is entered into is void. An employee, agent or board member of the authorizer who participates in the initial process or decision-making may not serve on the board of any school chartered by that authorizer. The conflict of interest does not apply to a teacher of the school who serves on the board whether the teacher is a school employee or employed through a cooperative under Chapter 308A (Coop Law)" and this is addressed in this Scorecard measure. While the board has been attending to conflicts of interest over the course of the contract period, it is unclear if these have been filed for all members annually, thereby lowering the score from a 3.0 to a 2.9.				2.9
2.d	Minnesota Open Meeting Law	The authorizer and/or MDE have received multiple complaints from stakeholders related to a violation of the Minnesota Open Meeting law and has failed to address them.	The authorizer has received at least one complaint from school stakeholders but has successfully addressed the matter.	The Board complies with all provisions of the Minnesota Open Meeting Law and have not received any complaints from school stakeholders in the past 12 months.	The Board complies with all provisions of the Minnesota Open Meeting Law and have not received any complaints from school stakeholders in the past two years.	
	How determined and comments:	While the authorizer has not received a complaint from school stakeholders regarding violations of Open Meeting Law, the board has struggled since the COVID19 pandemic and the resulting board turnover to successfully transition back to in person meetings. The board is working on improving compliance with all aspects of Open Meeting Law. During the declared state of emergency in response to COVID19 and with stable board membership, the board was in compliance with the MN Open Meeting Law requirements. The Meeting is open to public, the link is on the website, there is an Agenda, opportunity for public comments, and the Agenda and Board packet is available to the attendees. The contracted Renewal Evaluation Form states, "The Board complies with Minnesota Open Meeting Law" and this is addressed in this Scorecard measure.				2.5

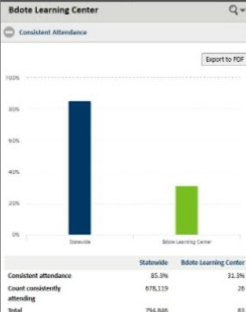
Area 2	Governance of the School Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	1.0-1.9	2.0-2.9	3.0-3.9	4.0	
2.e	Board By-Laws	Board bylaws are not in place.	The Board has been cited for by-law violation at least once in the past year.	The Board By-Laws are consistent with charter school law and outline the process/procedures for changing the board's governance structure. The Board has not been cited for by-law violation in the past year.	The by-laws are considered to be a model for charter schools organization.	
		The bylaws do not outline the process/procedures for changing the board's governance structure. The Board has not been cited for by-law violation over the term of the contract and the bylaws are posted on the website. The contracted Renewal Evaluation Form states, " Rating: Rating: E. The Board follows its Bylaws and periodically reviews them for possible revision including when required to by law. If any changes to the Bylaws are contemplated, the authorizer has approved the changes prior to the board adoption of the changes" and this is addressed by this Scorecard measure.				2.9
2.f	Policy Manual	The Board is operating without a duly approved policy manual.	The Board has failed to adopt policy changes required by Minnesota statute and/or the MDE in a timely manner.	The Board has reviewed and adopted all policies related to school operations as required by Minnesota Statute.	The Board has in place a system for the review of policies to ensure compliance with all Minnesota statutes.	
		The Board has reviewed and adopted all policies related to school operations as required by Minnesota Statute. The Board Policies were adopted and are posted on the website. The Charter assurances and policies were submitted as stated by the Director. The contracted Renewal Evaluation Form states, " F. The Board has adopted the required policies. (1) The Board has adopted the required policies and maintains them in a policy manual. (2) The Board has a process for at least annually adopting required policies and the school leadership is able to articulate that process. (3) The board minutes validates that the board has adopted policies as required by law. 4) The school has a written policy manual (such as MSBA manual)" and this is addressed by the following: The Board has adopted required policies, the board does not have a process for reviewing policies, minutes show that the board has adopted and reviewed some of the policies, which are documented in an organized way on the school's website.				3.0
2.g	Strategic Plan	There is no strategic plan in place.	A strategic plan is in place but has no measurable performance goals.	The board has in place a strategic plan that includes its vision, and goals developed to reach its mission.	The strategic plan includes a set of action plans and qualitative measurements to support the attainment of its goals.	
		There is no strategic plan in place. The school has had a strategic plan in previous years, but it needs to be updated. The contracted Renewal Evaluation Form states, "The board has developed a strategic plan (optional)? IQS strongly encourages the Board to develop a Strategic Plan " and this is addressed in this Scorecard measure.				1.5
2.h	Board Meeting Conduct	Board meetings are not consistently conducted in compliance with MN statute.	Board meetings meet the requirements of MN Open Meeting and follow some aspects of Robert's Rules of Order.	Board meetings are conducted in an orderly process following an agenda, appropriate posting in compliance with MN statute.	Board meetings follow Robert's Rules of Order with all board members and school leadership embracing this process.	
		Over the contract period, many of the Board meetings have met the requirements of MN Open Meeting and follow some aspects of Robert's Rules of Order. However, with recent board turnover, this has been less consistently evident and thus a score reflecting "progressing." In the past the Board meetings had an Agenda, follow the orderly process, including following Robes Rules of Order. The contracted Renewal Evaluation Form states, " Board meetings are conducted in an orderly process following an agenda, appropriate posting in compliance with MN statute. An agenda is provided to each board member at least three (3) days prior to each meeting as well as being posted and the minutes of the previous meetings are approved and published. " and this is addressed by the following: It is unclear if the agenda is provided to each board member at least three (3) days prior to each meeting. Over the course of the contract period, and until recently, the school board has made improvements related to the posting of the meeting, as well as the minutes of the previous meetings are approved and published.				2.5
2.i	Board Training	Some or all board members have not completed board training as outlined in MN 124E.07 Subd. 7.	Board conducts annual training but has not established a development plan.	Board has a development plan including annual training for members and initial training for new members. Board training is included in the annual report in compliance with MN 124E.07 Subd. 7.	Board development plan and training practices are replicated by other organizations.	
		Some or all board members have not completed board training as outlined in MN 124E.07 Subd. 7. While some board members have received training, the school has not established a development plan. There is evidence that new board members completed the initial board training sessions. There is some evidence of the Board training and annual training. However, there are new members who will need the training. They have just renewed the membership with MACS which will receive the training from or through the online system. The contracted Renewal Evaluation Form states, "Board has a development plan including annual training for members and initial training for new members. Board training is included in the annual report in compliance with MN 124E.07 Subd. 7 (1) The board has a development plan including annual training provided by competent providers. (2) Evidence of required training is provided for all board members. New members must begin training within six (6) months after being seated and complete the training within twelve (12) months to remain eligible to be on the board. " and this is addressed by the following: It is unclear if required training has been provided for all new board members. New members must begin training within six (6) months after being seated and complete the training within twelve (12) months to remain eligible to be on the board.				1.9

Area 2	Governance of the School Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	1.0-1.9	2.0-2.9	3.0-3.9	4.0	
2.j	Board Expertise	The Board has failed to maintain the required minimum membership as required by law.	The Board has experienced a 50% turnover during the previous two years.	The Board is comprised of members consistent with its bylaws and Minnesota Charter School Law.	The Board is comprised of members consistent with its by-laws and Minnesota Charter School Law. It has maintained institutional knowledge through the retention of Board members over multiple years.	
How determined and comments:		The Board is comprised of members consistent with its bylaws and Minnesota Charter School Law. The Board has eight Board members, they have at least one member from the required categories consistent with the bylaws and charter school law, however the board has had a very high turnover for the past two years. The contracted Renewal Evaluation Form states, "Board Expertise and Retention: a. Did the school experience less than 50% turnover during the previous two years? b. Is the Board comprised of members consistent with its bylaws and Minnesota Charter School Law? " and this is addressed by the following: Yes, the Bdote board has experienced significant turnover the in the past two years, thereby lowering the score from a 3.0 to a 2.5.				2.5
<b>Category Average Score</b>						2.5

Area 3	Evaluation of School /Student Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	1.0-1.9	2.0-2.9	3.0-3.9	4.0	
3.(a)	New Student Enrollment	School does not have in place processes for determining a student's academic levels of performance when they enter school.	School is developing a process for determining a student's academic levels of performance when they enter school.	Student academic achievement levels in math and reading is given to each student within two weeks.	The school uses its evaluation process to develop an individual learning plan designed to assist teacher, parents, and student with academic growth and success.	
	How determined and comments:	<p>Student academic achievement levels in math and reading (in English) is given to each student within two weeks using FastBridge.</p> <p>Fastbridge is administered to all new students upon enrollment. Oral Dakota and Ojibwe testing combines to form full data view for student placement and support to maximize successful transition and academic growth. The students are placed according to growth and proficiency.</p> <p>When a new family contacts Bdote, they are greeted and walked through the enrollment process. They then are given a packet with essential paperwork to complete. Once complete, the school sends out the proper communication to get their past records and give a start date. A review of testing data sent from previous schools is performed. Bdote also conducts an interview with the student and guardian to discuss the learning expectations and learning levels that the student has been performing at in English medium content levels. It is normal for transferring students to struggle in the first 2 weeks due to the immersion model. Individual teachers are expected to focus on repetition of basic interpersonal communication skills (BICS) to gauge student academic levels along with monitoring for understanding. Once the BICS assessment is performed, they can determine how to merge their Ojibwe and English literary brains for optimal learning in all subject areas.</p> <p>The contracted Renewal Evaluation Form states, "The school has a process for determining the student's academic levels of performance when they enter school in order to establish a baseline from which improvement can be determined. Enter school means at any time, not just at kindergarten" and this is addressed by this Scorecard measure.</p>				3.0
3.(b)	MCA Proficiency (K-8)	The school failed to show progress in student achievement and test participation.	The school was unable to meet their performance goals but showed progress from the previous year.	The school has met target performance goals.	The school has exceeded their performance goals.	
	How determined and comments:	<p>Bdote has minimal data available to consider MCA proficiency. The data that is available shows very low proficiency rates.</p> <p>A couple of notes to consider: 2020 and 2021 are excluded due to a lack of testing because of the Covid pandemic. Additionally, given the Bdote programming and the fact that English is not taught until Grades 2 or 3, it is reasonable to expect lower proficiency rates. The school is encouraged to consider literacy goals in the future that reflect the Indigenous languages that students are being taught.</p> <p>Opt out rate for MCA testing is high at Bdote and it is unlikely that a statistically significant population exists for accurate data across school population.</p> <p>The contracted Renewal Evaluation Form states, "The school has met MCA proficiency target performance goals. As the students perform well or better than the state average, the average in the district where the school is located, and with comparable schools on state tests" and this is addressed by this Scorecard measure.</p> <p>In looking at the 2019-2022 student data, the students are not performing well or better than the state average on state tests.</p>				1.5
3.(c)	MCA Proficiency Comparison Groups (Internal)	The gaps in student achievement, when comparing sub groups, has increased from the previous school year.	The school has failed to reduce the overall student performance gaps when comparing its sub group performance from the previous school year.	The school has reduced overall student performance gaps when comparing its sub group performance from the previous school year.	The school has reduced overall student performance gaps when comparing its sub groups and student groups exceeded performance goals.	
	How determined and	<p>Bdote does not have enough available data to determine achievement of this goal.</p> <p>2020 and 2021 are excluded due to a lack of testing because of the Covid pandemic.</p> <p>The school serves predominantly indigenous students with no statistically viable group beyond those claiming two or more races. Combined with MCA opt out rate makes this category largely non applicable.</p>				Not assessed,



Area 3	Evaluation of School /Student Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	1.0-1.9	2.0-2.9	3.0-3.9	4.0	
	comments:	The contracted Renewal Evaluation Form states, "The school has reduced overall student performance gaps when comparing its student-group performance from the previous school year. a. Does not meet standard: >10% age points below comparison groups b. Approaching standard: 6-10 %age points < comparison groups c. Meets standard: Within 5%age points of comparison groups d. Exceeds standards: Exceeds comparison groups by >5%age points " and this is addressed by this Scorecard measure.				Lack of valid data
3.(d)	MCA Growth (If applicable) or comparable and appropriate nationally normed assessment	Students have shown no growth in achievement as measured by the assessment.	Students are making annual growth of less than 1 year as measured by the assessment.	Students are making annual growth of 1 year as measured by the assessment.	Students are making annual growth that exceeds 1 year as measured by the assessment.	
	How determined and comments:	<p>Bdote does not have much available data to determine achievement of this goal.</p> <p>2020 and 2021 are excluded due to a lack of testing because of the Covid pandemic.</p> <p>Recent FASTBridge data for reading shows that as students move up in grade level, the percent of students deemed 'high risk' decreases:</p> <p>Grade 1: 82%                      Grade 2: 92%                      Grade 3: 75%                      Grade 4: 65%                      Grade 5: 67%                      Grade 6: 50%                      Grade 7: 42%                      Grade 8: 0%</p> <p>The contracted Renewal Evaluation Form states, "Rating: D. Students are making annual growth of 1 year as measured by the MCA or comparable assessment. a. Does not meet standard: &lt;40% of students made =/&gt; one year gain b. Approaching standard: 40-49% of students made =/&gt; one year gain c. Meets standard: 50-65% of students made =/&gt; one year gain d. Exceeds standard: &gt;65% of students made =/&gt; one year gain " and this is addressed by this Scorecard measure.</p> 				2.5
3.(e)	Graduation Rate (Cohort Defined)	The school graduation rate greater than 5% of the standard as established by the state and ESSA.	The school graduation rate is within 5% of the standard as established by the state and ESSA.	The school meets the graduation rate as established by the state and ESSA.	The school exceeds the graduation rates as established by the state and ESSA.	
	How determined and comments:	<p>Bdote does not have enough available data to determine achievement of this goal.</p> <p>2020 and 2021 are excluded due to a lack of testing because of the Covid pandemic.</p> <p>The contracted Renewal Evaluation Form states, "Graduation rate: The school meets the graduation rate as established by the state and ESSA. " and this is addressed by this Scorecard measure.</p>				Not applicable
3.(f)	MAP Assessment (K-9 Optional) - School may choose alternative assessment	Less than 50% of continuously enrolled students will perform at or above the national median on the MAP (or alternative).	Less than 75% of but greater than 50% of continuously enrolled students will perform at or above the national median on the MAP (or alternative).	75% of continuously enrolled students will perform at or above the national median on the MAP (or alternative).	Greater than 75% of continuously enrolled students will perform at or above the national median on the MAP (or alternative).	
	How determined and comments:	<p>Less than 50% of continuously enrolled students will perform at or above the national median on the MAP (or alternative).</p> <p>Bdote provided findings from FastBridge assessments that show progress in Dakota and Ojibwe language acquisition.</p> <p>FAST DATA READING AND MATH - TAKEN FROM 2022-2023 Bdote TNEC Consult: Students are completely learning in Dakota or Ojibwe until grade three. Research shows a decrease in "test scores" done in English until they start to receive instruction in English. This data includes Special Education students.</p> <p>Fastbridge data shows that on average, 7% of students in K-8 are at grade level and 16% are at grade level in reading.</p>				1.5

Area 3	Evaluation of School /Student Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	1.0-1.9	2.0-2.9	3.0-3.9	4.0	
		The contracted Renewal Evaluation Form states, "Growth of students who are continuously enrolled: a. b. c. d. Does not meet standard: High growth of <20% and low of >than 30% Approaching standard: Low growth %> than high growth % Meets standard: High growth > low growth Exceeds standard: Low growth is <20% and high growth is >35% " and this is addressed by this Scorecard Measure.				
3.(g)	Student Attendance	The school's consistent attendance rate is less than 55%.	The school's consistent attendance rate is greater than or equal to 55% but less than 75%.	The school's consistent attendance rate is greater than or equal to 75% but less than 90%.	The school's consistent attendance rate is greater than or equal to 90%.	
	How determined and comments:	<p>The school's consistent attendance rate is less than 55% and has fluctuate depending upon external factors impacting the school community, ie. COVID19 and the community unrest related to George Floyd's murder.</p> <p>The school currently has 91 students enrolled and gets about 74 on the average day. They have hired a social worker who does follow up on all of their absences. They partake in the Be at School Program. The social worker also connects with individual families to see what additional support is needed for students to attend school regularly.</p> <p>Bdote switched between DL, Hybrid and in person depending on staffing and students ability to attend. For the most part attendance was somewhat consistent. Staff were checking in on families on a regular basis.</p> <p>The contracted Renewal Evaluation Form states, "The school is meeting or exceeding consistent attendance rate goals. a. b. c. d. Does not meet criteria: &lt;55% Approaching criteria: 55-&lt;75% Meets criteria: 75-&lt;90% Exceeds criteria &gt;90% " and this is addressed by this Scorecard measure.</p> 				1.9
3.(h)	Student Satisfaction	Students' level of satisfaction with their school in the areas of safety, acceptance and learning is less than 50%.	Students' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than or equal to 50% but less than 85%.	Students' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than or equal to 85% but less than 90%.	Students' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than or equal to 90%.	
	How determined and comments:	<p>Unknown: Insufficient information to document and/or score this area.</p> <p>Student satisfaction survey scheduled for spring. In years past return rate is near 100% given students complete in class.</p> <p>The contracted Renewal Evaluation Form states, "School Climate and Satisfaction Goals: students will indicate their level of satisfaction with the school in the areas of safety, acceptance and learning: a. Does not meet criteria: less than 50% b. Approaching criteria: greater than or equal to 50% but less than 85% c. Meets criteria: greater than or equal to 85% but less than 90% d. Exceeds criteria: greater than or equal to 90% " and this is addressed by this Scorecard measure.</p>				Data not available
3.(i)	Parent Satisfaction	Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is less than 50%.	Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than or equal to 50% but less than 85%.	Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than or equal to 85% but less than 90%.	Parents' level of satisfaction with their school in the areas of safety, acceptance and learning is greater than or equal to 90%.	
	How determined and comments:	<p>Unknown: Insufficient information to document and/or score this area.</p> <p>The school has a Parent Survey and a Parent Committee.</p> <p>Parent satisfaction survey scheduled for spring.</p> <p>The contracted Renewal Evaluation Form states, "School Climate and Satisfaction Goals: parents will indicate their level of satisfaction with the school in the areas of safety, acceptance and learning: Does not meet criteria: less than 50% Approaching criteria: greater than or equal to 50% but less than 85% Meets criteria: greater than or equal to 85% but less than 90% Exceeds criteria: greater than or equal to 90% " and this is addressed by this Scorecard measure.</p>				Data not available
3.(j)	Teacher Satisfaction	Teachers' level of satisfaction with the school and with their professional roles, responsibilities and professional development is less than 50%.	Teachers' level of satisfaction with the school and with their professional roles, responsibilities and professional development is greater than or equal to 50% but less than 85%.	Teachers' level of satisfaction with the school and with their professional roles, responsibilities and professional development is greater than or equal to 85% but less than 90%.	Teachers' level of satisfaction with the school and with their professional roles, responsibilities and professional development is greater than or equal to 90%.	
	How determined and comments:	<p>The school has not implemented a teacher satisfaction survey and does not have any other formal structure for collecting feedback and understanding teacher levels of satisfaction.</p> <p>Teachers survey scheduled for spring.</p>				Data not available

Area 3	Evaluation of School /Student Performance Indicators:	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	<b>Points</b>	<b>1.0-1.9</b>	<b>2.0-2.9</b>	<b>3.0-3.9</b>	<b>4.0</b>	
	<b>How determined and comments:</b>	The contracted Renewal Evaluation Form states, "Rating: School Climate and Satisfaction Goals: teachers will indicate their level of satisfaction with the school in the areas of professional roles, responsibilities, and professional development: a. Does not meet criteria: less than 50% b. Approaching criteria: greater than or equal to 50% but less than 85% c. Meets criteria: greater than or equal to 85% but less than 90% d. Exceeds criteria: greater than or equal to 90%" and this is addressed by this Scorecard measure.				Data not available
3.(k)	<b>World's Best Workforce</b>	The school does not comply with the provisions of the World's Best Workforce.	The school has failed to meet WBWF requirements over the past year.	The school meets all the criteria required in the MDE's World's Best Workforce.	The school has demonstrated that it exceeds expectations outlined in the World's Best Workforce requirements of the MDE.	
	<b>How determined and comments:</b>	The school has failed to meet WBWF requirements at various times throughout the term of the contract.				2.5
		The current year's report was incomplete. In the past, the school has met requirements and submitted to MDE, but has not always completed the required information or posted the report on the school's website.				
		The contracted Renewal Evaluation Form states, "The school meets all the criteria required in the MDE's World's Best Workforce." and this is addressed by this Scorecard measure				
					<b>Category Average Score</b>	<b>2.2</b>

Area 4	Finance	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	<b>Points</b>	<b>1.0-1.9</b>	<b>2.0-2.9</b>	<b>3.0-3.9</b>	<b>4.0</b>	
4.(a)	<b>Budget Approval</b>	The Board fails to set a budget for the fiscal school year.	The preliminary school budget is approved by the Board after July 1st.	The school budget is approved before July 1 and revised and approved by the Board by December 15 and February 1 annually.	The school has reached the target benchmark and receives recognition for its fiscal management by the MDE.	
<b>How determined and comments:</b>		The Board has failed to consistently set a budget for the fiscal school year. The contracted Renewal Evaluation Form states, "Budget Approval: The school has a budget approved by the board prior to July 1 of each year and the budget is being followed or amended when necessary based on student enrollment changes or other appropriate reasons." and this is addressed by this Scorecard measure.				1.5
4.(b)	<b>School Finance Management</b>	The school does internally manage or contract with an organization who is responsible for the financial management of the school. The school has many outstanding bills/payments.	School finances are managed internally or by a finance management company. Bills have not been consistently paid within 30 days.	School finances are managed internally or by a contracted financial manager. All bills are paid within 30 days.	School finances are managed internally or by a contracted financial manager. All bills are paid within 30 days. The school receives recognition for its fiscal management by the MDE.	
<b>How determined and comments:</b>		School finances are managed by a finance management company. Bills have not been consistently paid within 30 days. School finances are managed by CLA and the Board has a treasurer and Finance Committee led by the treasurer. The contracted Renewal Evaluation Form states, "School Finance Management: The finances are appropriately managed either by the school or a finance management company. School invoices are being paid within 30 days." and this is addressed by this Scorecard measure.				2.0
4.(c)	<b>School Fund Balance</b>	The school has no fund balance and is considered to be in Statutory Operating Debt (SOD)	The school's fund balance is less than 10% of operating expenditures.	The school has maintained a fund balance between 10% and 15%.	The school has maintained a fund balance in excess of 15%.	
<b>How determined and comments:</b>		The school has no fund balance and is considered to be in Statutory Operating Debt (SOD) as of FY23. The school is working with a financial service provider, Cadre on Special Assignment from IQS, and MDE to develop a plan to get out of SOD and have a balanced budget. The contracted Renewal Evaluation Form states, "Fund Balance: The school has maintained a fund balance between 10% and 15%." and this is addressed by this Scorecard measure.				1.0
4.(d)	<b>State Financial Reports</b>	Mandatory financial reports have not been filed on in a timely manner on more than one occasion.	Mandatory financial reports have not been filed on in a timely manner at least once during the contract period.	State finance reports are filed appropriately and on time.	School leadership has established and utilizes proactive processes to complete and submit mandated state and authorizer financial reports.	
<b>How determined and comments:</b>		Mandatory financial reports have not been filed on in a timely manner on more than one occasion. The school is working with its financial service provider and Cadre on Special Assignment from IQS to address this issue and make improvements. The contracted Renewal Evaluation Form states, "State finance reports are filed appropriately and on time." and this is addressed by this Scorecard measure.				1.0
4.(e)	<b>Payroll Management</b>	The school has received more than one notice of failure to properly submit payroll taxes in a timely manner.	The school has receive a notice of failure to properly submit payroll taxes in a timely manner.	All state/Federal taxes, pensions, insurance, etc. are paid in a timely manner and as required.	The school has not received a complaint from an employee related to the timely remuneration of compensation and/or notice from the state for delinquency in the payment state/federal payroll taxes.	
<b>How determined and comments:</b>		It appears from reports that all state/Federal taxes, pensions, insurance, etc. are paid in a timely manner and as required. The financial service provider reported that all state/Federal taxes, pensions, insurance, etc. are paid in a timely but noted that it has been challenging. The contracted Renewal Evaluation Form states, "Payroll Management: All state/Federal taxes, pensions, insurance, etc. are paid in a timely manner and as required." and this is addressed by this Scorecard measure.				3.0

Area 4	Finance	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	1.0-1.9	2.0-2.9	3.0-3.9	4.0	
4.(f)	School Budget Review	A regular schedule for monitoring school budget has not been established.	The school budget is monitored by the board less than four (4) times annually.	The Board is provided budget information at its regular meetings. The Board approves all payment of bills at its regular meetings.	The Board has in place a treasurer and/or finance committee that reviews all expenditures prior to final Board approval. A process is in place to ensure redundancy in the review of the expenditure process.	
<b>How determined and comments:</b>		It is unclear if in recent months, the Board is provided budget information at its regular meetings. The Board approves all payment of bills at its regular meetings. Over the course of the contract, Bdote has a finance committee in place and the Board is provided budget information and approves all payments of bills at monthly meetings, but due to the turnover on the board it is unclear if this practice has continued. Additionally, it is unclear to what extent a budget is developed and implemented. The contracted Renewal Evaluation Form states, "School Budget Review: The Board is provided budget information at its regular meetings. The Board approves all payment of bills at its regular meetings" and this is addressed by this Scorecard Measure.				1.0
4.(g)	School Audit	The annual audit was not completed.	The audit report filed with MDE identifies one or more internal control findings. The School must submit a written report to the commissioner how these findings will be resolved.	The School audit information is filed as scheduled with the MDE, the audit is completed on time and the audit does not identify any internal control findings.	The school has filed two consecutive audits with the MDE that do not contain any internal control findings.	
<b>How determined and comments:</b>		It is unclear if the recent annual audits were completed. No audit information has been provided since 2019-2020 school year. IQS has requested such documentation and have not been provided a response. No audit information for FY21 or FY22 is posted online. In previous school years, the school audit is posted online, and the school has received at least two consecutive audits without any material weaknesses cited. The contracted Renewal Evaluation Form states, "The School audit information is filed as scheduled with the MDE, the audit is completed on time and the audit does not identify any internal control findings." and this is addressed by this Scorecard measure.				1.0
4.(h)	Budget Planning	There is no evidence of a long-range budget expenditure plan.	A long-range budget expenditure plan is in place but has not been updated on a yearly basis.	A long-range budget expenditure plan is in place and is updated annually.	A long-range budget expenditure plan is in place and is updated twice yearly.	
<b>How determined and comments:</b>		There is no evidence of a long-range budget expenditure plan. The contracted Renewal Evaluation Form states, "Budget Planning: A long-range budget expenditure plan is in place and is updated annually." and this is addressed by this Scorecard measure.				1.0
4.(i)	Budget Priorities	There is no long range plan for appropriating resources that reflect mission, vision priorities.	A plan is in place that outlines budget parameters in support of school priorities, but has not been approved by the Board.	The patterns of expenditures are consistent with the mission, program, and goals of the school.	A plan for aligning budgeting practices with mission/vision is in place and reviewed by the board annually.	
<b>How determined and comments:</b>		There is no long range plan for appropriating resources that reflect mission, vision priorities. With the impact of the COVID19 pandemic on the school and board, budgeting was more reactionary and appeared to be day to day.. When the school board was stable, patterns of expenditures are consistent with the mission, program, and goals of the school as can be seen in funding language and culture supporting their language immersion program. The contracted Renewal Evaluation Form states, "Budget Priorities: The patterns of expenditures are consistent with the mission, program, and goals of the school." and this is addressed by this Scorecard measure.				1.0
4.(j)	Accountability-School Audit	Internal control findings of previous year's audits have not been addressed and reappear in the current audit.	Some internal control findings of previous year's audits have been appropriately addressed and other reappear in the current audit.	All internal control findings of previous year's audits have been appropriately addressed and do not reappear in the current audit.	The school has maintained two years of audits with no internal control findings.	
<b>How determined and</b>		A number of the audits with available information have some significant deficiency(ies) identified, particularly with federal awards. These were noted in the FY20 audit and without the FY21 or FY22 audits being provided, it is unclear if these findings have been addressed.				1.5

Area 4	Finance	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	1.0-1.9	2.0-2.9	3.0-3.9	4.0	1.5
	comments:	The contracted Renewal Evaluation Form states, "Accountability, School Audit: All internal control findings of previous year's audits have been appropriately addressed and do not reappear in the current audit. " and this is addressed by this Scorecard measure.				
					Category Average Score	1.4

Area 5	Operations of the School Performance Indicators	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
		1.0-1.9	2.0-2.9	3.0-3.9	4.0	
5.(a)	Staff Qualifications	There is no evidence that any school employee required qualifications, licensure, and/or criminal background checks are compliant as required.	There is evidence that school employees' required qualifications, licensure, and/or criminal background checks have not been completed or submitted as required.	All school employees' qualifications, licensure, and criminal background checks are in compliance with state, federal and authorizer requirements.	School has onboarding processes and procedures that ensure employee qualifications, licensure, and criminal background checks have been completed and submitted as required.	
<b>How determined and comments:</b>		<p>There is evidence that school employees' required qualifications, licensure, and/or criminal background checks have not been completed or submitted as required.</p> <p>The school has an On Boarding Procedure for new staff that includes a review of qualifications and background checks, but does not include a check of licensure.</p> <p>The student population is reflective in the makeup of the staff and are very culturally qualified to provide the language and cultural experiences and learning opportunities that align with the school's mission and program model.</p> <p>The contracted Renewal Evaluation Form states, "Staff Qualifications: All school employees' qualifications, licensure, and criminal background checks are in compliance with state, federal and authorizer requirements. " and this is addressed by this Scorecard measure.</p>				2.5
5.(b)	Staff Assignments	More than 10% of teaching staff are operating with Tier 1 or repeated use of Out-of-Field permissions from the PELSB.	Staff assignments align with areas of licensure. Less than 10% of teaching staff are operating with Tier 1 or repeated use of Out-of-Field permissions from the PELSB.	Staff assignments align with areas of licensure. At least 80% of teachers have a Tier 3 or Tier 4 license and/or the school has a professional development plan to support teachers in attaining full licensure and/or the school has a plan for attaining a fully licensed teacher the following year.	Staff assignments align with areas of licensure. All teachers have a Tier 3 or Tier 4 license and/or the school has a professional development plan to support teachers in attaining full licensure and/or the school has a plan for attaining a fully licensed teacher the following year.	
<b>How determined and comments:</b>		<p>Staff assignments align with qualifications and areas of licensure. The school could work with staff to be more timely in submitting permission requests to PELSB.</p> <p>The STARR report identifies teachers who are not currently licensed. The school was working to fund the relicensure fees. We will remind Bdote that they need to ensure that all teachers in classrooms have appropriate licensure prior to engaging in their teaching assignment.</p> <p>In previous years, Bdote's STAR report shows it is in compliance.</p> <p>It should be noted that IQS worked with PELSB to revise this measure in the templated performance framework due to issues of equity in the expectation of Tier 3 or 4 licensed teachers. This, coupled with the current shortage of teachers in Minnesota has resulted in the school not meeting the target benchmark as stated.</p> <p>The contracted Renewal Evaluation Form states, "Staff Assignments: Staff assignments align with areas of licensure. At least 80% of teachers have a Tier 3 or Tier 4 license and no teachers have a Tier 1 license. " and this is addressed by this Scorecard measure.</p>				2.5
5.(c)	Enrollment planning	Enrollment policies and procedures do not meet the requirements of Minnesota Statute 124E.11.	Enrollment policies and procedures in place are consistent with Minnesota Statute 124E.11 but are not consistently followed or are not posted on the school's website.	Policies and procedures for student enrollment in the school are consistent with Minnesota Statute 124E.11.	Policies and procedures for student enrollment in the school are consistent with Minnesota Statute 124E.11, published on the school website. Over the past two (2) years, the school has been required to conduct a lottery to address growing enrollments.	
<b>How determined and comments:</b>		<p>Enrollment policies and procedures do not meet the requirements of Minnesota Statute 124E.11.</p> <p>They have an admission and lottery policy which is published on their website. It can be found by selecting Board, then Policies, and it Policy 301.</p> <p>The contracted Renewal Evaluation Form states, "Enrollment Policy: Policies and procedures for student enrollment in the school are consistent with Minnesota Statute 124E.11. " and this is addressed by this Scorecard measure.</p>				1.9

Area 5	Operations of the School Performance Indicators	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
		1.0-1.9	2.0-2.9	3.0-3.9	4.0	
5.(d)	Transportation	Transportation system has been established, but fails to meet one or more of the requirements established in Minnesota Statute 124E.15.	Transportation system has been established. Complaints are on file related to the effectiveness and/or efficiency of the system.	A system of transportation is in place and meets all criteria as described in Minnesota Statute 124E.15	A system of transportation is in place and meets all criteria as described in Minnesota Statute 124E.15. Transportation information is published on the school website. At least semi-annually, a survey of student and parent satisfaction is conducted as a means of determining the effectiveness of the transportation system.	
<b>How determined and comments:</b>		There is a transportation system in place. It unclear if meets all criteria in MN Statute 124E.15 or if there are complaints.				1.9
		They have a system of transportation in place, but transportation is a problem. Their students come from all over the Twin Cities including outer ring suburbs. It is very expensive and they are working on solutions.				
		The contracted Renewal Evaluation Form states, "Transportation: A system of transportation is in place and meets all criteria as described in Minnesota Statute 124E.15 " and this is addressed by this Scorecard measure.				
5.(e)	School Complaint and Resolution Procedures	Complaint and resolution procedures have not been established.	Complaint and resolution procedures have been established but are inconsistently followed by school leadership and staff and/or are not on the school's website.	Complaint and resolution procedures have been established and are on the school's website and are consistently followed by school leadership and staff.	Resolution procedures to address key stakeholder complaints are in place and posted on the district website. Staff members can articulate the resolution procedures. If there have been any complaints in the previous two years, evidence has been presented that all complaints have been resolved through the consistent application of the procedures.	
<b>How determined and comments:</b>		The school's Grievance Policy posted on the website.				2.0
		There is no evidence that complaints have been resolved through the consistent application of the procedures.				
		The contracted Renewal Evaluation Form states, "School Complaint and Resolution Procedures: Complaint and resolution procedures have been established and are on the school's website and are consistently followed by school leadership and staff. " and this is addressed by this Scorecard measure.				
5.(f)	School Board Policies Implementation	Board policies are in place but do not meet all of the criteria required in Minnesota Statute 124E.07.	Board policies have been established in accordance to Minnesota Statute 124E.07. The school has failed to post them on its website and does not have a process in place for periodic review.	Board policies have been established in accordance to Minnesota Statute 124E.07. All policies are posted on the school website. The board has established a process for regular review of its policies.	Board policies have been established in accordance to Minnesota Statute 124E.07. All policies are posted on the school website. The board has established a regular review of policies and annual training in accordance to Charter School Law.	
<b>How determined and comments:</b>		Board policies have been established in accordance to Minnesota Statute 124E.07. All policies are posted on the school website. The board has established a process for regular review of its policies.				3.0.
		All policies are posted on the school website.				
		They have a regular/annual review of policies.				
		The contracted Renewal Evaluation Form states, "School Board Policy Implementation: Board policies have been established in accordance with Minnesota Statute 124E.07. All policies are posted on the school website. The Board has established a process for the regular review of its policies." and this is addressed by this Scorecard measure.				



Area 5	Operations of the School Performance Indicators	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
		1.0-1.9	2.0-2.9	3.0-3.9	4.0	
5.(g)	School Insurance	The school does not have insurance or has insurance but the provisions in the policy do not meet either the requirements found in Minnesota Statutes chapter 466 or the provisions cited in section 4.15 of the contract between the authorizer and the school.	The school has insurance in place as required in Minnesota Statutes chapter 466 and in accordance but does not fully meet the provisions cited in section 4.15 of the contract between the authorizer and the school.	The school has insurance in place as required in Minnesota Statutes chapter 466 and in accordance with the provisions cited in section 4.15 of the contract between the authorizer and the school.	The school has insurance in place as required in Minnesota Statutes chapter 466 and in accordance with the provisions cited in section 4.15 of the contract between the authorizer and the school. The insurance policy is annually reviewed by the Board. At least once every three (3) years, the school seeks quotes from qualified insurance providers to ensure comparable coverage is obtained at the best possible price.	
<b>How determined and comments:</b>		<p>It is unclear if the school has insurance in place as required in Minnesota Statutes chapter 466 and in accordance with the provisions cited in section 4.15 of the contract between the authorizer and the school.</p> <p>In general, the broker goes out for bids annually and the Board reviews the policy annually, usually in the spring. It is unclear if this has happened the past two years.</p> <p>The contracted Renewal Evaluation Form states, "School Insurance: The school has insurance in place as required in Minnesota Statutes chapter 466 and in accordance with the provisions cited in section 4.15 of the contract between the authorizer and the school." and this is addressed by this Scorecard measure.</p>				1.0
5.(h)	State and Federal Laws	State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. However, over the past two years, more than one violation has been cited.	State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. However, over the past two years, one violation has been cited.	State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. No violations have occurred in the past year.	State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. No violations have occurred in the past two years.	
<b>How determined and comments:</b>		<p>IQS has not been made aware of any violations of state and federal laws over the past year and in other years within the contracted term.</p> <p>According to the director of special education about this; here is her answer: No audits, but scheduled monitoring for Fiscal and Program in special education. The MDE MN Continuous Improvement Monitoring Program (MNCIMP) scheduled last year for 2020-2021 was suspended due to COVID. The last program monitoring would have been 2015-2016. All program monitoring has been suspended during COVID-19. MDE is switching platforms to monitor special ed programs - so we will see how monitoring will continue in the future. The school has had one food audit in the past and expect they are in line for another soon.</p> <p>The contracted Renewal Evaluation Form states, "Rating: H. State and Federal Laws: State and federal laws such as those related to special education, ESL, student discipline, discrimination and school food/nutrition are being followed as evidence by state and/or federal audits. No violations have occurred in the past year. a. If State or federal audits/compliance reviews have been conducted, are issues noted? If so, identify them here." and this is addressed by this Scorecard measure.</p>				3.0
5.(i)	Required Immunization	Not all immunizations and or immunization records have been completed and on file for all students as required.	Processes and procedures are in place to ensure that the required immunizations for students are on file. However, the school inconsistently oversees the procedures.	Processes and procedures are in place to ensure that the required immunizations for students are on file.	Required immunizations are on file for all students. Policies and procedures for parents to 'opt out' are available on the school website. All records are kept in accordance to HIPAA requirements.	
<b>How determined and comments:</b>		<p>Policies 516 and 530 provide processes and procedures that are in place to ensure required immunizations for pupils are on file.</p> <p>The contracted Renewal Evaluation Form states, "Required Immunizations: Processes and procedures are in place to ensure that the required immunizations for students are on file." and this is addressed by this Scorecard measure.</p>				3.0

Area 5	Operations of the School Performance Indicators	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
		1.0-1.9	2.0-2.9	3.0-3.9	4.0	
5.(j)	Nonsectarian Assurance	School has received two or more notices from a governing agency (state, federal, or authorizer) within the past 12 months regarding nonsectarian compliances.	School has received a notice from a governing agency (state, federal, or authorizer) within the past 12 months regarding nonsectarian compliance.	The school is nonsectarian in all aspects of its operations consistent with Minnesota Statute 124E.06 and submitted annual charter school assurances in a timely manner.	The school is nonsectarian in all aspects consistent with the Minnesota Statute 124E.06, submitted annual charter school assurances in a timely manner, and has not received any notices from a governing agency within the past two years.	
<b>How determined and comments:</b>		The school is nonsectarian in all aspects of its operations consistent with Minnesota Statute 124E.06. It is unclear if the school and submitted annual charter school assurances in a timely manner. The contracted Renewal Evaluation Form states, "Rating: J. Nonsectarian Assurances: The school is nonsectarian in all aspects of its operations consistent with Minnesota Statute 124E.06. " and this is addressed by this Scorecard measure.				2.0
5.(k)	State Reporting Requirements	The school does not have the capacity to manage all state reporting requirements.	The school has the capacity to manage all state reporting requirements. However, at least one (1) notice of non-compliance has been received within the last 12 months.	The school has the capacity to manage all state reporting requirements with submittals made on a timely basis. No notices of non-compliance have been received during the past 12 months.	The school has the capacity to manage all state reporting requirements. No notices of non-compliance have been received during the past two years.	
<b>How determined and comments:</b>		The school does not have the capacity to manage all state reporting requirements. Recently, the school has been struggling with reporting and is currently getting connected with a consultant to address these issues. In previous years, STAR report shows the Bdote is in compliance and the school uses the schedule set by MDE; also, IQS has sent reminders (as in the case of the Assurance of Compliance, due each November 15). There have been no notices of non-compliance. The contracted Renewal Evaluation Form states, "State Reporting Requirements: The school has the capacity to manage all state reporting requirements with submittals made on a timely basis. No notices of non-compliance have been received during the past 12 months. " and this is addressed by this Scorecard measure.				1.5
5.(l)	Health and Safety	The school does not adhere to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer and more than one violation has been cited during the past twelve (12) months.	The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer. However, one (1) violation has been cited during the past twelve (12) months.	The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer. No notices from governing agencies have been received over the past twelve (12) months.	The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer. No notices from governing agencies have been received over the past two years.	
<b>How determined and comments:</b>		The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer. It is unclear if there have been notices from governing agencies have been received over the past twelve (12) months. School adheres to all health and safety requirements as per 4.10 in contract with authorizer. See Policies 533 and 807. The contracted Renewal Evaluation Form states, "Health and Safety: The school adheres to all health and safety requirements in accordance with Minnesota Statutes and as cited section 4.10 in the contract between the school and the authorizer. No notices from governing agencies have been received over the past 12 months " and this is addressed by this Scorecard measure.				2.5
5.(m)	Lease Provisions	The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13. The cost of operation is greater than 10% above comparable lease agreements located within the immediate area.	The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13. The cost of operation is no more than 10% above comparable lease agreements located within the immediate area.	The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13. Costs are comparable to similarly located schools.	The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13. The agreement was competitively bid. Costs are comparable to similarly located schools. The terms of the lease reflect the stability and long-range planning of the school.	
<b>How determined and comments:</b>		The school's lease agreement is in accordance with Minnesota Statute 124E.13. The school has entered into a lease agreement in accordance with Minnesota Statute. This agreement is through 2022-23.				

Area 5	Operations of the School Performance Indicators	Intervention Benchmark	Progressing Benchmark	Target Benchmark	Exceeding Target Benchmark	Place score in this Field
	Points	1.0-1.9	2.0-2.9	3.0-3.9	4.0	
	<b>How determined and comments:</b>	It is unclear if costs are comparable to similarly located schools. The contracted Renewal Evaluation Form states, "Lease Provisions: The school has entered into a lease agreement in accordance with Minnesota Statute 124E.13. Costs are comparable to similarly located schools. " and this is addressed by this Scorecard measure.				2.9
5(o)	<b>Organizational Systems</b>	There is no evidence of an organizational chart, job descriptions or performance evaluations.	There is evidence of an organizational chart, job descriptions and performance evaluations. However, they have not been reviewed by the Board within the past three years.	The school has internal operations that result in a well managed school including a management chart, position descriptions, professional performance evaluations, functioning committees etc.; reviewed by	The school has internal operations that result in a well managed school including a management chart, position descriptions, professional performance evaluations, functioning committees etc.; reviewed	
	<b>How determined and comments:</b>	There is no evidence of an organizational chart, job descriptions or performance evaluations. The contracted Renewal Evaluation Form states, "Organizational Systems: The school has internal operations that result in a well managed school including a management chart, position descriptions, professional performance evaluations, functioning committees etc.; reviewed by the board within the last three years. " and this is addressed by this Scorecard measure.				1.0
5(n)	<b>Management System</b>	The school lacks the technology that aligns with the MDE requirements.	The school has the technology that is compatible with the requirements of the MDE but does not have the software requirement.	The school has appropriate software to manage state reports.	The school has appropriate software to manage state reports and has received at least one commendation for the quality of the reports submitted.	
	<b>How determined and comments:</b>	They are using PowerSchool which is approved by MDE. The contracted Renewal Evaluation Form states, "N. Management Systems: The school has appropriate software to manage state reports." and this is addressed by this Scorecard measure.				3.0
<b>Category Average Score</b>						2.2

<b>Section 1: School Model, Mission and Vision</b>	<b>Rating 3.4</b>
<b>Section 2: Governance</b>	<b>Rating 2.5</b>
<b>Section 3: Performance</b>	<b>Rating 2.2</b>
<b>Section 4: Finance</b>	<b>Rating 1.4</b>
<b>Section 5: Operations</b>	<b>Rating 2.2</b>
<b>Final Comments about School:</b>	
<p>Bdote is a K-8 charter school located in Minneapolis. Bdote was created out of a need for language restoration and as a way to engage Native students that were being lost in other schools not reflecting their identities. The school's curriculum is connected to and comes alive through the vision that, "... all students will develop a love of lifelong learning, language and cultural fluency, gain skills and education to determine their own future, and develop a genuine commitment to contribute back to their family, community and nation" and the mission "...to develop culturally aware, successful, high performing students by providing them with an academically rigorous education that is place-based, and rooted in the Native language and culture of indigenous peoples." Bdote students learn through place-based and experiential opportunities. Students are immersed in rigorous, active, interdisciplinary learning projects, often involving learning outside of the school walls. Curriculum content is tied to the geographical surroundings of the school, the local history, landscape, ecology, and Native languages and culture of Indigenous peoples. Bdote strives to help students develop a love of lifelong learning, become confident Native language speakers, and develop the skills necessary to be successful and confident in planning for their future.</p> <p>Section 5.3 of the current contract that ends on June 30, 2023 states the details of the renewal process. In short, "Prior to renewing the contract with the School, IQS will conduct a performance evaluation specifically addressing each of the performance indicators contained within this contract. The School must demonstrate satisfactory performance on these performance indicators in order for the contract to be renewed." Additionally, the IQS AAP Part B Narrative in Section B.9 states, "If a school receives an average score performance category Section 3 in the range of 2.0 to less than 3.0, the length of the contract will not exceed three (3) years. If a school received a score below 2.0 in any of the other performance categories in the evaluation, the length of the contract will not exceed three (3) years."</p> <p>Bdote Learning Center is a small community based school that has been through significant trauma from the COVID19 pandemic, the unexpected death of a director, and the racial unrest prompted from the death of George Floyd, which centered in the school's neighborhood. The once steady board and school leadership role(s) have experienced significant turnover and longtime experience and institutional wisdom was lost. Additionally, the school generally has a small reporting size, which has impacted the level of available valid data. As shown in Section 3: Performance, a number of measures have limited valid and reportable data. Because the school has received a score between 2.0 and 3.0 in Performance Category 3 and does not meet the expectations in three of the other four categories, per the school's contract with IQS and the IQS AAP, the IQS Management Leadership Team recommended a 2 year contract renewal. Additionally, the school is being placed on probationary status, per the contracted terms, and IQS is and will continue to work with Bdote on school improvement efforts. At its April 19, 2023 meeting, the IQS board approved the renewal of the agreement for a period of 2 years from July 1, 2023 through June 30, 2025. Should the school be able to demonstrate improved student performance and continue to meet the expectation in other performance areas, IQS will consider a contract extension.</p> <p>The renewed contract outlines the terms for a future renewal in Section 5.3: Performance Evaluation Prior to Agreement Renewal.</p>	