

CHARTER SCHOOL AUTHORIZER CONTRACT

between

Novation Education Opportunities
3432 Denmark Avenue Suite #130 Eagan, MN 55123

and

[School]
[Address]

This Agreement is between the Novation Education Opportunities and [School].

SECTION 1. TERMS OF AGREEMENT.

1.1 Effective date: [Date]

1.2 Expiration date: [Date]

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Agreement: 1. Assumption of Liability; 2. State and Federal Audits; 3. Government Data Practices; 4. Publicity and Endorsement; 5. Legal Structure and Governance; 6. Access to School Information; and 7. Dissolution.

1.4 The Addendum to this Agreement is incorporated into, and made part of this Agreement. This Agreement has the following Addendum items:

1.4.1 A declaration that the charter school will carry out the primary purpose in Minnesota Statutes, section 124E.01, subdivision 1, and how the School will report its implementation of the primary purpose per Minnesota Statutes, section 124E.10, subdivision 1(a)(1);

1.4.2 A declaration of the additional purpose or purposes in Minnesota Statutes, section 124E.01, subdivision 1, that the School intends to carry out and how the School will report its implementation of those purposes to its authorizer per Minnesota Statutes, section 124E.10, subdivision 1(a)(2);

1.4.3 A description of the school program and the specific academic and nonacademic outcomes that pupils must achieve per Minnesota Statutes, section 124E.10, subdivision 1(a)(3);

1.4.4 A statement of admission policies and procedures per Minnesota Statutes, section 124E.10, subdivision 1(a)(4);

1.4.5 A school governance, management, and administration plan per Minnesota Statutes, section 124E.10;

1.4.6 Signed agreements from charter school board members to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools per Minnesota Statutes, section 124E.10, subdivision 1(a)(6);

1.4.7 The criteria, processes, and procedures that the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance consistent with subdivision 3, paragraphs (a) and (b) per Minnesota Statutes, section 124E.10, subdivision 1(a)(7);

- 1.4.8 For contract renewal, the formal written performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 3 per Minnesota Statutes, section 124E.10, subdivision 1(a)(8);
- 1.4.9 Types and amounts of insurance liability coverage the charter school must obtain, consistent with Minnesota Statutes, section 124E.03, subdivision 2(d) per Minnesota Statutes, section 124E.10, subdivision 1(a)(9);
- 1.4.10 Consistent with Minnesota Statutes, section 124E.09(d), a provision to indemnify and hold harmless from any suit, claim, or liability arising from any charter school operation, the authorizer and its officers, agents, and employees and, notwithstanding Minnesota Statutes, section 3.736, the commissioner and department officers, agents, and employees per Minnesota Statutes, section 124E.10, subdivision 1(a)(10);
- 1.4.11 The term of the contract, which for an initial contract, may be up to five years plus a preoperational planning period, or for a renewed contract or a contract with a new authorizer after a transfer of authorizers, may be up to five years, if warranted by the school's academic, financial, and operational performance per Minnesota Statutes, section 124E.10, subdivision 1(a)(11);
- 1.4.12 How the charter board of directors or the charter school operators will provide special instruction and services for children with a disability under Minnesota Statutes, sections 125A.03 to 125A.24, and 125A.65, and a description of the financial parameters within which the charter school will provide the special instruction and services to children with a disability per Minnesota Statutes, section 124E.10, subdivision 1(a)(12);
- 1.4.13 The specific conditions for contract renewal that identify performance of all students under the primary purpose of Minnesota Statutes, section 124E.01, subdivision 1, as the most important factor in determining whether to renew the contract per Minnesota Statutes, section 124E.10, subdivision 1(a)(13);
- 1.4.14 The additional purposes under Minnesota Statutes, section 124E.01, subdivision 1, and related performance obligations under clause (7) contained in the charter contract as additional factors in determining whether to renew the contract per Minnesota Statutes, section 124.10, subdivision 1(a)(14);
- 1.4.15 Per Minnesota Statutes, section 124E.10, subdivision 1(b), the plan for an orderly closing of the School under chapter 317A, that establishes the responsibilities of the school board of directors and the authorizer, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract. The plan must establish who is responsible for: (1) notifying the commissioner, school district in which the charter school is located, and parents of enrolled students about the closure, (2) providing parents of enrolled students information and assistance to enable the student to re-enroll in another school; (3) transferring student records under section 124E.03, subdivision 5, paragraph (b), to the student's resident school district; and (4) closing financial operations.
- 1.4.16 The agreed-upon fee structure the authorizer will annually assess the school per Minnesota Statutes, section 124E.10, subdivision 3(b);

- 1.4.17 The plan to address any outstanding obligations from the previous contract;
- 1.4.18 The charter school board membership roster;
- 1.4.19 Copy of charter school's Certificate of Incorporation issued by the Minnesota Secretary of State's Office;
- 1.4.20 Copy of charter school's Articles of Incorporation that includes stamped date of filing; and
- 1.4.21 Copy of the charter school's (signed) bylaws adopted and approved by the charter school's board of directors.
- 1.4.22 External Management Organization Agreement Terms (if applicable)

SECTION 2. DEFINITIONS. For purposes of this Agreement, and in addition to the terms defined throughout this Agreement, each of the following words or expressions whenever initially capitalized, shall have the meaning set forth in this section:

- (a) "Agreement" means this contract between the Authorizer and the School as required by Minnesota Charter School Law, Minn. Stat. §124E.
- (b) "Applicable Law" means all state and federal laws and rules applicable to Minnesota Charter Schools and any regulations and guidelines issued pursuant to those laws and rules. This includes changes made to Applicable Law by Congress, Minnesota Legislature and/or appropriate federal and state agencies.
- (c) "Affidavit" means the School Affidavit and supporting documentation that was submitted by the Authorizer and the School to and approved by the Minnesota Department of Education ("Department") for the Authorizer to grant the charter to the School. The Affidavit is incorporated by reference into this Agreement.
- (d) "Approval" means the approval by the Education Commissioner for the Authorizer to grant a charter to the School (includes charter contract renewals).
- (e) "Charter Law" means the Minn. Stat. §124E *et seq.*, as amended, and any rules or regulations adopted by the Education Commissioner relating to this law.
- (f) The "School" refers to [School Name].
- (g) "Charter School Board" means the Board of Directors established to govern the School, as required under Minn. Stat. §124E.
- (h) The "Authorizer" refers to Novation Education Opportunities.
- (i) "Education Commissioner" means the Commissioner of the Minnesota Department of Education or his or her designee.
- (j) "Department" means the Minnesota Department of Education.
- (k) "State" means the State of Minnesota.
- (l) "School Information" includes all educational data, as defined in Minnesota Statutes 13.32; any and all data related to employees; any and all complaints filed by the School as required by federal and state law and all complaints filed against the School or any of its employees; any and all investigative files and the results of any investigations; any and all financial information as required to be disclosed under the Minnesota Data Practices Act; and any data or other information that the Authorizer deems reasonably necessary to carry out its role.

(m) "Captions". The captions and headings used in this Agreement are for convenience only and shall not be used in construing the provisions of this Agreement.

SECTION 3. PURPOSE OF SCHOOL; DESCRIPTION OF THE PROGRAM; PERFORMANCE INDICATORS AND EVALUATION.

3.1 Purpose of the School and Description of the Program. The School will be organized and operated to achieve the purpose(s) and program of the School as stated in the School's Affidavit, subsequent approved amendments and agreements to the Affidavit, terms of this Agreement, and as provided for in applicable law. The School's program is described in the Affidavit and subsequent approved amendments and agreements. The School agrees to operate in a manner consistent with the Affidavit and Agreement and amendments and revisions approved by the Authorizer.

3.2 Performance Indicators and Evaluation.

(a) Graduation Standards. If applicable, the School will comply with the requirements as defined by Minnesota Statute and the School will document the levels of student performance on the state assessments developed and administered by the Department.

(b) The School will comply with all responsibilities and obligations and their implementing regulations established by the U.S. Department of Education, including as applicable, but not limited to, participating in statewide assessments, meeting public and parent reporting requirements, and implementing School improvement plans and reporting requirements if the School is identified for improvement. The School will comply with all requirements to the degree it pursues, qualifies for and benefits from Federal funding. This includes programs required for English language learners and all other student groups. The School will fulfill program requirements, financial management, reporting, and accounting for each active Federal program and will comply with all Minnesota Statutes and applicable rules implemented pursuant to Federal programs in Minnesota.

(c) *Individuals with Disabilities Education Act* (IDEA). The School will comply with Minn. Statutes Chapters 125A and 124E, all applicable rules implemented pursuant to these chapters, and all Federal and State law relating to the education of students with disabilities. Consistent with the provisions of Minn. Stat. Chapter 124E, the financial parameters within which the School will operate to provide special education instruction and related services to students with disabilities will be based on the individual needs of the student, as defined by the student's evaluation and by the instruction and related services specified in the student's Individual Education Plan ("IEP").

(d) Identifying Goals and Performance Indicators. The School and the Authorizer agree that the School's operation under the Agreement shall be measured by the School performance indicators set forth in this Agreement including academic outcomes for individual students and for the School as a whole, and standards for governance, financial management, and School operation. Academic outcomes will be assessed using multiple indicators as defined in the School's Performance Framework. The School will measure the students' academic levels of performance and the School will provide the Authorizer this information as baseline data for the purpose of defining academic and nonacademic outcomes to measure School performance as described in the Agreement. Program goals must meet requirements for teacher evaluation and peer review and address staff development efforts, student attendance, student retention, and graduation rates (in the high schools). The School

program and specific academic and nonacademic outcomes that pupils must achieve will be clearly defined by the Performance Indicators in the School's Performance Framework and Implementation Guide and will be used as the basis for contract renewal decisions.

(e) Annual Report. The School will file an Annual Report that may be combined with the World's Best Workforce Report with the Authorizer that is consistent with the provisions of Minn. Stat. §124E, and that contains any and all information required by the Authorizer and the Education Commissioner. The Annual Report will be filed by due dates identified in Charter Law. The School may include other information in the Annual Report including the information required for the World's Best Workforce Plan. The Authorizer will review the Annual Report and may provide written comment to the Charter School Board as necessary.

(f) Annual Report Dissemination. The School will disseminate the Annual Report to the families of students attending the School and Authorizer, and will post the Annual Report on the School's website. The World's Best Workforce Report may be combined with the Annual Report.

(g) If the state requires the School to develop and implement an educational improvement plan that could be a School Improvement Plan (SIP) for example, the School will provide NEO a copy of its educational improvement plan not later than October 1st of each School year. The Authorizer may review and comment on the educational improvement plan. The School will provide the Authorizer with the Education Commissioner's Review and Comment, if any is received.

SECTION 4. LEGAL STRUCTURE.

4.1 Legal Structure

(a) **Nonprofit Status.** The School must be organized and operated as a nonprofit corporation under chapter 317A and the provisions of that chapter shall apply to the school except as provided in Chapter 124E.

(b) **Articles of Incorporation.** The School's Articles of Incorporation are an implied part of this Agreement. The School represents that, as of the date of this Agreement, the Articles of Incorporation of the School set forth in the Agreement Addendum are accurate and have not been otherwise altered or amended.

(c) **Bylaws.** The School's bylaws are an implied part of this Agreement. The School will notify the Authorizer within thirty (30) calendar days of any amendments to the bylaws. The School represents that, as of the date of this Agreement, the Bylaws of the School set forth in the Agreement Addendum are accurate and have not been otherwise altered or amended.

(d) The School is subject to Minn. Stat. §124E and any other statutes and rules that derive from or pertain to the operation of this entity.

(e) The Authorizer documents and respects any autonomy conferred on the School by statute or law as exemptions from regulations or requirements.

(f) **Learning Environments and Leased Space.** The School may lease space from any organization as it deems necessary within provisions of Minn. Stat. §124E. The School may also contract for other suitable learning environments that meet School mission and program requirements and fulfill all legal and safety requirements within provisions of Minn. Stat. §124E. The School will submit a lease-aid application to the Department for approval prior to opening the School and each subsequent year. The School will provide a copy of that application when submitted to the Department, as well as the Department's decision, to the Authorizer. The School will provide to the Authorizer any notice of lease termination within five (5) calendar days of receipt.

(g) **Occupancy and Safety Certificates.** The School Board shall: (a) ensure that the School's physical facilities comply with all fire, health, and safety state standards and regulations applicable to Schools; (b) meet federal American with Disabilities Act (ADA) requirements; and (c) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section. Copies of such certificates shall be provided to the Authorizer before the first day of classes, if requested by the Authorizer.

(h) **Authorized Grades.** The School is authorized to serve grades [Grades].

(i) **Enrollment and Grade Level Expansion.** The School will not expand to a new site or new grade levels beyond the grade levels identified in the Agreement without application to and approval by the Authorizer and the Minnesota Education Commissioner, consistent with Minnesota Statutes 124E.

SECTION 5. AUTHORIZER FEES

5.1 Authorizer Fee. The Authorizer shall charge the School a fee for performing the services listed in this contract.

5.2 Authorizer Fee Amount. The fee charged by the Authorizer to the School shall be the maximum allowable under Minnesota Statutes 124E.

SECTION 6. OPERATING REQUIREMENTS

6.1 Governance

(a) Board of Directors. A Board of Directors whose membership is described in the School’s bylaws and defined by State Statutes will govern the School. The School will file changes in the membership of the Charter School Board in the form of an updated board roster with the Authorizer within one week of a change occurring. 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 for School volunteers by Minnesota Statutes 123B.03, Subd. 1. The Charter School Board will certify to the Authorizer that background checks have been completed. Consistent with data practices law, the Charter School Board will provide to the Authorizer any adverse information that is revealed as part of the background checks and will evaluate, on a case-by-case basis, membership on the Charter School Board where the background check revealed adverse information. Charter School Board members must complete required training and board development required by Charter Law. Performance in Governance, Compliance and Operations will be evaluated according to the Performance Indicators as described in the School's Performance Framework.

(b) Powers. The Charter School Board will provide governance and policy leadership including, but not limited to, approval of contracts and agreements consistent with the School’s policy, long range planning, goal-setting and policy development and implementation for the School consistent with the School’s approved mission, operations and results; holding the School accountable for meeting its goals; overseeing and approving an annual budget; and annually evaluating the performance of the School Director. The Board and School will satisfy Minn. Stat. §124E in this regard. All Board members will receive training and board development required by Charter Law. Board members and the School will annually submit statements that there are no conflicts of interest, in compliance with Minnesota Statute 124E.

(c) Ownership of assets. The School’s assets may be subject to prior commitments through Federal and State laws and rules regarding public funding of the School. Therefore certain conditions may prevent access to these assets by creditors and liens. Such conditions will be a factor in the School’s status and the Authorizer’s assessment of the School and viability of this Agreement.

(d) Charter School Board Election. Charter School Board elections will be conducted as provided in the School's bylaws and Minnesota Statute 124E.

(e) Open Meeting Law. All meetings and business of the Charter School Board will comply with the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.

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

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

(h) 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.

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

(j) Charter School Board Training. The Charter School Board will participate in training regarding board governance, finance and operations consistent with Minn. Stat. §124E. The Charter School Board will submit its plan for training to the Authorizer, if requested, and attend training reasonably required by the Authorizer. The School shall report in its School's annual report the training attended by each board member the previous year.

6.2 School Calendar. School Calendar is established by April 30 each year and shows an adequate number of instructional hours in compliance with Minnesota Statutes Chapter 120A.41.

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

6.4 Tuition and Fees. The School will not charge residents of Minnesota 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 School Fee Law, Minnesota Statutes Chapter 123 Sections 123B.34 to 123.39.

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

6.6 Admissions

(a) Limits. The School may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, nor may it condition admission on criteria or take any action that would violate the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.

(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 lottery pursuant to the Charter Law, Minn. Stat. §124E. A student continuing for the next year will remain enrolled for the next year without re-application.

6.7 Reporting to the Authorizer.

(a) Reports. The School will file reports with the Authorizer regarding enrollment, the program, and financial status of the School. The financial reports must contain budget and actual revenue and expenses (by year-to-date), as well as cash-flow statements, check register, gifts and donations, and fiscal year-end fund balance projections. The financial reports will also include the total dollar amount of unpaid accounts payable more than thirty days past due with an explanatory note for the total amount of any such past due amounts disputed by the School, if applicable; and the current average daily membership of the School. The School will file copies of inspections or findings with the Authorizer that can materially impact the operation of the School.

(b) Access to School Information. The School will provide the Authorizer with, and permit prompt and reasonable access to, any School information requested by the Authorizer, including education data on individuals, in compliance with Minnesota Statutes Chapter 13 and any other applicable state or federal law. The School agrees to allow the Authorizer access to the School site for site visits, scheduled and unscheduled. For purposes of such data disclosure, the parties agree that they will be governed by Minnesota Statute; Chapter 13 and the Family Educational Rights and Privacy Act (FERPA). The School will provide the Authorizer with a full set of approved policies and updates as requested by the Authorizer.

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

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

6.8 Financial Management

(a) Financial Reports. The School will provide the Authorizer a copy of the annual budget for review and comment prior to its approval by the Charter School Board, if requested by the Authorizer. The School will provide the Authorizer periodic reports directly from the individual who prepares the reports of the financial status of the School. Such reports must have a format that directly corresponds to balances in the School accounting system. The School will provide to the Authorizer the annual financial audit and any other audits by any agency. Financial Performance will be evaluated according to the Finance Performance Indicators as described in the School's Performance Framework.

(b) UFARS and MARSS. The School will utilize generally accepted accounting procedures and practices for interacting with the UFARS financial accounting system, MARSS student accounting requirements, and any other State mandated accounting systems.

(c) State and Federal Audits. The School will comply with the same financial audits, audit procedures, and audit requirements of School districts required in Minn. Stat. §123B.75-83. The School will be audited annually by a public accounting firm hired by the Charter School Board and the annual audit will be submitted to the Department no later than December 31 of each year or as provided by statute or the commissioner. The School will make available for review by the Authorizer all financial records at such times as requested by the Authorizer. An electronic copy of the audit report and auditor's management letter will be submitted to the Authorizer within 2 weeks of receiving such documents from the auditor, no later than December 31.

(d) Significant Agreements. Terms of Agreements with Third-party Educational or Operational MOs and any other contracts or agreements that create significant relationships or effect on the School will be shared with Authorizer and comply with the NEO Policy for Authorizing Schools Contracting with Charter Management Organizations or External MOs, together referred to as "MOs".

(e) Creditors. The School will pay all creditors within 35 days of receipt on an outstanding invoice, pursuant to the State's prompt payment law, Minnesota Statutes 16A.124. If the School has any payments to creditors for which there is an outstanding liability of over 90 days, the School will provide the Authorizer a written statement explaining the reasons for the delay and a proposal for payment of the outstanding liability.

6.9 Transportation. Transportation for students enrolled at the School will be provided in accordance with Charter Law and all other applicable State and Federal Law.

6.10 Health and Safety

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

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

(c) Other Safety Requirements: The School will comply with applicable requirements directed by OSHA, FLSA, other Minnesota Agencies and State Departments and local government bodies. The School will prepare and implement School safety plans and drills according to State and Local Government requirements.

6.11 Human Rights. The School will comply with the Fair Labor Standards Act (FLSA) (Pub.L. 75-718) and the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, and education. The School will comply with Minn. Stat. §121A.04, which requires equal opportunity for members of both sexes to participate in School athletic programs.

6.12 Government Data Practices. The School will comply with Minnesota Statutes Chapter 13; Sections 120A.22, Subdivision 7; 121A.75; 260B.171, Subdivisions 3 and 5; Federal Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applied to School practices for all records and data under the control of the School.

6.13 Student Dismissal. Student Discipline Policy and Procedures will be consistent with Minnesota Pupil Fair Dismissal Act (M.S. 121A 40-56) and adopted by the Charter School Board prior to enrolling students.

6.14 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 466.04. The board of directors shall obtain at least the amount of and types of insurance up to the applicable tort liability limits under chapter 466. The charter school board must submit a copy of the insurance policy to its authorizer before starting operations. The charter school board must submit changes in its insurance carrier or policy to its authorizer within 20 business days of the change. The School will comply with Minn. Stat. §124E and obtain tort liability insurance and provide the Authorizer with appropriate insurance documentation on an annual basis: (a) worker's compensation insurance to include coverage A; (b) insurance covering all of the School's real and personal property, whether owned or leased; (c) a minimum of commercial general liability insurance in comprehensive form, bodily injury and property damage combined of one and a half

million dollars (\$1,500,000) per occurrence and personal injury of one and a half million dollars (\$1,500,000) per occurrence; and up to three million dollars (\$3,000,000) per occurrence for the release or threatened release of a hazardous substance; and if not included under its general liability coverage, additional coverages as follows: minimum automobile liability insurance coverage, bodily injury and property damage of one million dollars (\$1,000,000) per occurrence if the School owns or operates motor vehicles; officer and employee errors and omissions/professional liability of one and a half million dollars (\$1,500,000) per occurrence; and employee dishonesty insurance of five hundred thousand dollars (\$500,000). The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota. The School may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to the Authorizer, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide the Authorizer or its designees copies of all insurance policies required by this Agreement, if requested by the Authorizer. The Authorizer may periodically review the types and amounts of insurance coverages that the School secures. The above-stated coverage limits shall be issued and maintained as indemnity limits and shall not be reduced by any applicable insurer defense obligations. The Department may suggest or Applicable Law may determine alternative amounts and terms of any deductible or insurance provisions, which shall supersede the foregoing requirements. The School may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for students while attending School or participating in a School program or activity.

6.15 Assumption of Liability. The School will assume full liability for its activities and indemnifies and holds harmless the Authorizer, its officers, board members, representatives, agents and employees from any suits, claims, or liability and the Education Commissioner and department officers, agents, and employees arising out of or in any manner connected with the School's operations or which are incurred as a result of the reliance of the Authorizer upon information supplied by the School, or School Board and its agents or employees, or which arise out of the failure of the School to perform its obligations under this Contract or which arise out of the Authorizer's exercise of its obligation under Applicable Law or enforcement of this Agreement. The School and Authorizer acknowledge and agree that the Authorizer, the Authorizer's Board members and employees, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to the Charter Law, Minn. Stat. §124E, and nothing in this Agreement is intended to affect such immunity.

6.16 Location of School. The School shall have a single site at the address noted in this Agreement unless otherwise approved by the Authorizer and MDE in compliance with the Charter Law. The School shall notify the Authorizer of any plans to change location of the school and provide evidence of need and demand for the new site prior to the School's board approval of the change of location.

SECTION 7. AUTHORIZER'S DUTIES.

- 7.1 Oversight and Evaluation Plan. The Authorizer will implement a plan to provide ongoing oversight and to evaluate the performance of the School to determine whether the School is complying with the terms of this Agreement and to meet its responsibilities under the law regarding Authorizers.
- 7.2 Agreement Renewal Performance Evaluation. The Authorizer will conduct evaluation of School Performance Indicators in the following areas: Educational Performance, School Climate Performance, and Operational Performance including Governance, Compliance and Financial Performance to determine contract renewal and length of contract term. The Authorizer will determine the term of the contract based on each performance area evaluated as identified in the School's Performance Framework. The criteria for terms of contract renewal are further defined in the School's Performance Framework.
- 7.3 Liaison. The Authorizer will designate a liaison for the School and will inform the School if the liaison changes. The School will notify staff, parents and stakeholders that the liaison is accessible for communication of concerns or commendations. The Authorizer will communicate how it will respond to communications from the School and its stakeholders and handle potentially negative reports. The liaison will have freedom to communicate with designated individuals and enter the School with reasonable warning and request.

SECTION 8. TERMINATION BY AUTHORIZER FOR CAUSE.

- 8.1 Authorizer Termination. The Authorizer may elect not to renew this Agreement at the end of the contract term, for cause, as defined in the Charter Law, Minn. Stat. §124E. The Authorizer also may unilaterally terminate this Agreement during the term of the Agreement, for cause, pursuant to Minn. Stat. §124E.

Grounds. The grounds for non-renewal or termination for cause under the Charter Law include:

- (a) Failure to demonstrate satisfactory academic achievement for all students, including the requirements for pupil performance contained in this Agreement;
 - (b) Failure to meet generally accepted standards of fiscal management;
 - (c) Violations of law; or
 - (d) Other good cause shown.
- 8.2 Authorizer Processes and Charter School Board's Response.
 - (a) Notice to School. At least 120 days before not renewing or terminating a contract, the Authorizer shall notify the Charter School's Board of Directors of the proposed action, in writing. The notice shall state the grounds for the proposed action in reasonable detail. The notice shall state that the Charter School Board may request, in writing, an informal hearing before the Authorizer within fifteen (15) business days of receiving notice of non-renewal or termination of this Agreement.

- (b) Board's Response. Within fifteen (15) business days of receipt of the notice of termination or non-renewal, the Charter School Board may request an informal hearing before the Authorizer. Failure by the Charter School Board to make a written request for a hearing within the 15-day period shall be treated as acquiescence to the proposed non-renewal or termination.
- (c) Schedule for Hearing. Upon receiving a timely written request for a hearing, the Authorizer shall give ten (10) business days' notice to the Charter School Board of Directors of the hearing date. The Authorizer shall conduct an informal hearing before taking final action.
- (d) Authorizer Decision. The Authorizer shall take final action to renew or not renew the contract no later than 20 business days before the proposed date for terminating the contract or the end date of the contract. A copy will be filed with the Education Commissioner.
- (e) Dissolution. If this Agreement is terminated or not renewed based on the criteria in paragraph 8.1 above, the School will be dissolved according to the applicable provisions of Minn. Stat. Chapters 317A and Minn. Stat. §124E, except when the Education Commissioner approves the decision of a different eligible Authorizer to authorize the School. See Section 9.1 below.
- (f) Distribution of Property upon Dissolution. In the event of dissolution of the School, all property that has been leased, borrowed or contracted for use will be promptly returned to those organizations or individuals from which the School has obtained the materials.
- (g) Property Owned By School. In the event of dissolution of the School, property purchased with federal funds must be handled according to applicable state and/or federal guidance. After all financial obligations are met the remaining property will be distributed consistent with applicable Charter School and non-profit Law.
- (h) Property Owned By Teachers or Staff. All property personally and/or individually owned by licensed teachers or staff employed by the School will be exempt from distribution of property and will remain the property of the individual teachers or staff.

SECTION 9. NON-RENEWAL AND VOLUNTARY TERMINATION.

9.1 Non-Renewal and Voluntary Termination. If the Authorizer and the Charter School Board mutually agree not to renew the contract, a change in Authorizers is allowed. The Authorizer and the School board must jointly submit a written and signed letter of their intent to the commissioner to mutually not renew the contract. The charter contract between the proposed Authorizer and the School must identify and provide a plan to address any outstanding obligations from the previous contract. The proposed contract must be submitted at least 105 business days before the end of the existing charter contract. The commissioner shall have 30 business days to review and make a determination. The proposed Authorizer and the School shall have 15 business days to respond to the determination and address any issues identified by the commissioner. A final determination by the commissioner shall be made no later than 45 business days before the end of the current charter contract. A School that is not meeting Satisfactory performance in any area as measured by the School's Performance Framework will not be approved to transfer.

- 9.2 Information to New Authorizer. The Authorizer that is a party to the existing contract must inform the proposed Authorizer about the fiscal, operational, and student performance status of the School, as well as any outstanding contractual obligations that exist.
- 9.3 Not for Cause. The voluntary transfer of Authorizership under Section 9 of this Agreement is not considered to be a termination or non-renewal for cause as defined in Section 8 of this Agreement.
- 9.4 Dissolution. If no change in Authorizer is approved, the School and the current Authorizer may withdraw their letter of nonrenewal and enter into a new contract. If the transfer of Authorizers is not approved and the current Authorizer and the School do not withdraw their letter and enter into a new agreement, the School must be dissolved according to applicable law and the terms of this Agreement.

SECTION 10. GENERAL TERMS

- 10.1 Amendments and Revisions. This Agreement may only be amended and revised by written agreement executed by both parties. The School and/or Authorizer will provide the proposed Amendment in writing to the other party to the Agreement. The Agreement may be amended in the event of changes to assessments upon which the Agreement goals are based, any material changes such as those to the education program model, change in physical location including site expansions, change in contract term, a change in grade levels served, a significant difference in student baseline data for new Schools, revisions to policies that are incorporated into the Agreement, and any other reason that results in misalignment of the Agreement and the School conditions agreed upon by both the Authorizer and the School. The recipient of the proposed Amendment will have at least one month to review and comment in response. The revised contract will be signed by the Authorizer and Charter School Board chair and submitted to MDE within 10 days of the completion of signatures of both parties. Contracts may be amended to align with most current statute or MDE requirement at any time with due notification only.
- 10.2 Authorizer Authority. Except as otherwise provided by this Agreement or Applicable Law, the Authorizer has no authority, control, power, or administrative or financial responsibility over the School. This provision does not prohibit the parties from contracting for any services deemed appropriate in the future as provided for in Minnesota Statute 124E. The relationship between the School and the Authorizer is based solely on the applicable provisions of the Charter School Law and the terms of this Contract and other written contracts and written agreements between the Authorizer and the School. Except as otherwise provided in this Agreement, the Authorizer shall have no authority or control, over operational, administrative, or financial responsibility for the School.
- 10.3 Financial Obligations Are Separate. Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in any way constitute an obligation, either general, special, or moral of the Authorizer. The School will never pledge the full faith and credit of the Authorizer for the payment of any School contract, mortgage, loan or other instrument of indebtedness. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Authorizer and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. The Authorizer will never pledge the full faith and credit of the School for the payment of any Authorizer contract, mortgage, loan or other instrument of indebtedness.

- 10.4 No Authority to Obligate or Bind Other Party. The School has no authority whatsoever to enter into any contract or other agreement that would financially obligate the Authorizer, nor does the School have any authority whatsoever to make any representations to lenders or third parties, that the Authorizer in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the School. The Authorizer has no authority whatsoever to enter into any contract or other agreement that would financially obligate the School, nor does the Authorizer have any authority whatsoever to make any representations to lenders or third parties, that the School in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the Authorizer.
- 10.5 Publicity and Endorsement. The School may not use the Authorizer's name or any assumed name, trademark, division or affiliation of the Authorizer in any of the School's promotional advertising, contracts, or other materials without the Authorizer's prior written consent, except that the School may include the following statement in such materials, "[Name of School] is authorized by [Name of Authorizer]."
- 10.6 The School agrees not to sue the Authorizer or any of its representatives for any disputes that may arise under this Agreement. The School and Authorizer agree to submit any such legal disputes to binding arbitration. If the parties cannot agree to an arbiter, then the American Arbitration Association shall appoint an arbiter.
- 10.7 Agreement Language. In the event that there is an inconsistency or dispute between the provisions in the Affidavit and this Agreement, the provisions of this Agreement shall be followed.
- 10.8 Non-agency. It is understood that the School is not the agent of the Authorizer.
- 10.9 Assignment. This Agreement cannot be assigned to any other party but remains the exclusive agreement between the Authorizer and School under approval by the Department.
- 10.10 Successors. The terms and provisions of this Agreement are binding on and shall inure to the benefit of the parties and their respective successors.
- 10.11 Merger. Upon the condition that a merger between two Schools or two Authorizers is proposed and approved by appropriate State authorities and processes, this agreement must be amended to reflect all material changes and then resubmitted to the appropriate State agency or agencies for appropriate action.
- 10.12 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.
- 10.13 General Compliance and Assurances. The School and the Authorizer agree to comply with all applicable laws including, but not limited to, the Charter Law. In addition, the School and the Authorizer assure that they are eligible entities under the Charter Law.

10.14 Authority of Signatories: The signatories below represent that they have the authority to bind the School to full compliance with this Agreement.

Novation Education Opportunities

[School]

By:

By:

Signature

Signature

Wendy Swanson Choi

Print name

Print name

Executive Director

Board Chair

Title

Title

Date

Date

ADDENDUM TO THE CONTRACT

Minnesota Statute 124E, addresses charter contract requirements. A charter contract must be in writing and contain at least the following elements:

Charter contract. The authorization for a charter school must be in the form of a written contract signed by the Authorizer and the board of directors of the charter school. The contract must be completed within forty-five (45) business days of the commissioner's approval of the Authorizer's affidavit. The Authorizer shall submit to the commissioner a copy of the signed charter contract within ten (10) business days of its execution.

(1) A declaration that the School will carry out the primary purpose in section 124E.01, subdivision 1 (improve all pupil learning and all student achievement), and how the School will report its implementation of the primary purpose

The primary purpose of [School] is to improve all student achievement and all pupil learning.

The School will report its implementation of the primary purpose in the Annual Report and/or World's Best Workforce Report.

(2) A declaration of the additional purpose or purposes in section 124E.01, subdivision 1, that the School intends to carry out and how the School will report its implementation of those purposes

[School] is also designed to meet additional purposes for which the charter school law was created:

[Additional Purposes]

The School will report its implementation of the additional purposes in the Annual Report and/or World's Best Workforce Plan.

(3) A description of the School program and the specific academic and nonacademic outcomes that pupils must achieve.

Description of the School Program

[Mission and Vision]

[We will Insert Performance Framework here once it is finalized]

(4) A statement of admission policies and procedures

Note: Please have legal counsel review to ensure that they meet current statutory requirements.

(5) A governance, management, and administration plan for the School

(6) Signed agreements from Charter School Board members to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools

See the following pages.

[Insert signed agreement from each board member here]

(7) The criteria, processes, and procedures that the Authorizer will use to monitor and evaluate the fiscal, operational, and academic performance consistent with MN Statutes 124E, subdivision 3, paragraphs (a) and (b) and Authorizer's Approved Authorizing Plan.

NEO Oversight Plan for Operating Schools

The NEO Oversight Plan serves as a template for all charter schools authorized by NEO. If necessary, this plan may be amended and adapted for specific charter schools. NEO's ongoing oversight of authorized schools will include the following activities:

Student/School Academic Performance

- NEO will review the school academic performance with school leader(s) at a formal site visit at each NEO authorized school using the School's Performance Framework.
- NEO will review, summarize, and use the school academic performance data that MDE reports, including LEA level data for Authorizers to monitor and evaluate progress.
- NEO will publish an Annual Report that includes academic performance data of NEO authorized schools, including areas of strength and improvement.
- NEO will facilitate sharing of effective practices by conducting at least one informal site visit, "learning walk", at each NEO authorized school focused on main strategies for improving student learning and indicators of successful implementation.

Climate

- NEO will review the school climate performance with school leader(s) at a formal site visit at each NEO authorized school using the School's Performance Framework and NEO's Annual Report.
- NEO will publish an Annual Report that includes climate performance data of NEO authorized schools, including attendance and mobility.
- NEO will facilitate sharing of effective practices by conducting at least one informal site visit, "learning walk", at each NEO authorized school focused on main strategies for improving student learning and indicators of successful implementation.

Compliance/Governance

- NEO will attend at least two charter school board meetings annually and provide feedback to the school on compliance as well as provide observations and questions for the board to consider in their process of continuous improvement using the Governance Monitoring Report.
- NEO will collect and review board meeting documents including minutes and policy revisions as well as all other required documents using the Compliance Monitoring Report for the purpose of monitoring and evaluating compliance and to provide feedback for continuous improvement.
- NEO will review school compliance with required state reporting deadlines and identify any areas where NEO has concerns based on the provisions of the Contract Agreement.

Financial

- NEO will collect and review school financials via Epicenter for the purpose of monitoring and evaluating compliance and providing feedback for continuous improvement.
- NEO will review the annual budget of the school and provide comment as necessary.
- NEO will review the school's Annual Financial Audit and identify any areas where NEO has concerns based on the provisions of the Contract Agreement and applicable law.
- NEO will use the NEO Stewardship Award in Finance to recognize and identify exemplary school performance to facilitate sharing of effective practices.

Ongoing, Consistent, and Robust Monitoring and Evaluation

Novation Education Opportunities (NEO), as the authorizing entity, will conduct at least two site visits to each NEO authorized school. One site visit will be an informal site visit, a "learning walk", for the purpose of identifying and facilitating sharing of effective practices. The other site visit will be a formal site visit, either for the purpose of reviewing and verifying school performance for contract renewal, or for reviewing and verifying school performance for performance monitoring. NEO staff and/or NEO Advisors who are experts in overseeing, monitoring and evaluating academics, operations, governance, and finance will be conduct the site visits. The formal site visit will include review of previously requested documents that have not been uploaded to Epicenter to verify compliance. NEO will contact school administration at least one month in advance of the site visit to make arrangements for visiting the school with minimal disruption of its operations.

NEO will provide ongoing access to the School's Performance Framework to School Board members and School leaders via a shared GoogleSheet, so that the School Board and School leadership will be able to review progress toward contract goals and contract renewal status and verify accuracy of data.

NEO will resolve any discrepancies in information with the school. The Performance Framework will give the school leadership and NEO feedback on school progress toward meeting the Performance Framework targets for each indicator. NEO will also review the Governance Monitoring Reports and Compliance Monitoring Report at the formal site visit to verify compliance and share any concerns or required action related to compliance.

The School's Performance Framework is incorporated into the school's contract with NEO and defines clear, measurable and attainable academic, operational and financial performance standards, measures, metrics, targets and weightings. The targets for each indicator in the Performance Framework are finalized using the most updated school performance baseline data available at the beginning of each contract term.

The Performance Framework is designed to achieve at least one outcome that meets or exceeds expectations adopted by the commissioner for public school students (World's Best Work Force) per Minnesota Statutes.

The Performance Framework must include a growth measure and target for students below grade level making high growth and students at or above grade level making medium or high growth. The school may use the state assessment growth data or growth data from another assessment such as the NWEA MAP.

Because the purpose of the School is to improve all pupil learning and all student achievement and therefore should provide a better option to students in the area served, the Performance Framework must also include the following standard academic performance measures in English Language Arts and Mathematics:

- 1) For a satisfactory rating, the percent of students enrolled by October 1 meeting or exceeding standards (scoring proficient) will exceed the State for the All, English Learner, Special Education and Free/Reduced Meal NCLB student subgroups where data is available, and/or improve by at least 10 percentage points by the end of the contract term.
- 2) For a satisfactory rating, the percent of students enrolled by October 1 meeting or exceeding standards (scoring proficient) will exceed the resident district for the All, English Learner, Special Education and Free/Reduced Meal NCLB student subgroups where data is available, and/or improve by at least 10 percentage points by the end of the contract term. The resident district is defined as the district in which the greatest percent of students enrolled reside.

The Performance Framework may also include additional academic performance measures that the school and authorizer mutually agree to include.

Clear Climate, Compliance, and Finance Standards

Other measurable performance standards and quantifiable targets for the operational period under the initial charter contract are to be mutually agreed upon between the authorizer and the school and incorporated into the Performance Framework in the areas of Climate, Compliance, and Finance.

Ratings

There are three levels of ratings: not satisfactory, satisfactory and exemplary.

The Performance Framework defines performance requirements for each level. The rating scale by default is 0 - 2 (zero through two).

For each measure, a school earns 2 (two) points for exemplary performance, 1 (one) point for satisfactory performance, and 0 (zero) points if performance is not satisfactory.

Weighting of Performance Measures

The measures of Academic Performance are weighted equally by default. The school may propose that certain measures be weighted more than others. The school must submit a proposal that includes a rationale and any supporting information for changes in weighting to the NEO Executive Director at the time of contract negotiations. For example, a school may request that the NWEA MAP growth results be weighted more than the results of the MN State

Assessments because all students take the NWEA MAP and because the NWEA MAP provides more valid, reliable and consistent results over time.

However, the Academic Performance measures must be weighted more than 50% of the total points of all performance areas including Climate, Compliance, and Financial Performance because the primary purpose of the school is to improve all pupil learning and all student achievement. At the beginning of the contract term the weightings are finalized and are not revised during the term of the contract.

The Executive Director will present the proposal to the NEO Board of Directors and make a recommendation. The NEO Board makes the final decision to enter into or revise contract agreements.

Implementation Guide

NEO and the school will create an implementation guide with specifications for collecting, sharing and reporting all source data used in the Contract Renewal Framework evaluation as well as a process for verification of all school reported data to ensure that the method of data collection remains valid and consistent during the term of the contract.

Combining Data Over the Contract Term

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

Contract Revisions

Once finalized, the terms of the contract can only be revised if a measure is no longer available or changes, and/or if there is another condition which prevents the school from effectively using that measure of performance. The proposed revision must be submitted in writing along with a rationale for the revision and any supporting information to the NEO Executive Director. The Executive Director will present the proposed revision to the NEO Board of Directors and make a recommendation. The NEO Board makes the final decision to revise contract agreements.

NEO and a charter school may revise the contract for the following material contract changes when applicable:

- A change in address of the school
- A change in contract term
- A significant change to the program such as a site and/or grade level expansion
- A significant change to the education program such as incorporating a STEM focus or other focus that was not part of the original charter
- A significant difference in student achievement baseline data from initial assumptions a new school use to set academic performance goals
- A significant change in the state testing that makes current academic performance goals irrelevant
- A significant change to the NEO Renewal Framework Performance Indicator(s)
- Revision to any policy included in the contract

- Any other reason that results in misalignment of the contract and the school conditions agreed upon by both authorizer and charter school

The school must request the revision in writing and email the revision request in pdf format to the NEO Executive Director.

The school must provide a clear justification for the revision as it relates to one of the reasons noted in this procedure.

The NEO Executive Director will present the request for the revision to the NEO board for consideration.

If the NEO Board approves the revision, the revised contract will be signed and dated by both parties, and the revised contract will be submitted to MDE within 10 days.

Contract Renewal Eligibility

NEO schools must achieve at least a Satisfactory Rating (50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Compliance, Finance) to be recommended for a three--year contract renewal and at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be recommended for a five--year contract renewal.

All contract renewals will be for either three or five years. Fewer than three years does not provide enough information on which to make a renewal decision.

While the Performance Framework data is the main data source used for recommendation for contract renewal, additional data may be considered in the renewal decision.

Intervention and Corrective Action

NEO schools that prior to their year of contract renewal fall below a Satisfactory Rating in the Performance Framework overall and/or in any performance area (Academic, Climate, Compliance, Finance) must enter into a Continuous Improvement Plan that addresses the specific standards in the Performance Framework where the school performance is below Satisfactory. This plan may be the same plan required by the state accountability system.

Closure Plan

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

8) The performance evaluation that is a prerequisite for reviewing a charter contract under MN Statutes 124E, subdivision 3.

The performance evaluation tool is the finalized Performance Framework.

[NEO will insert the Complete and Finalized Performance Evaluation/Framework]

NEO will include a statement identifying the term that the School attained based on the Performance Framework results.

(9) Types and amounts of insurance liability coverage to be obtained by the School, consistent with 124E.03, subdivision 2, paragraph (d)- See 6.14 of this Agreement

(10) Consistent with section 124E.09, paragraph (d), a provision to indemnify and hold harmless the Authorizer and its officers, agents, and employees from any suit, claim, or liability arising from any operation of the School, and the commissioner and department officers, agents, and employees notwithstanding section 3.736. See Section 6.15 of this Agreement

(11) The term of the contract, which for an initial term may be up to five years plus an additional preoperational planning year, and up to five years for a renewed contract or a contract with a new Authorizer after a transfer of Authorizers, if warranted by the School's academic, financial, and operational performance

Effective date: [Date]

Expiration date: [Date]

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

Guided by the federal Individuals with Disabilities Education Act (IDEA) and Minnesota regulations, the School ensures all special education students receive a free and appropriate public education. This is guided by the Individualized Education Plan (IEP) and development process, which results in a comprehensive plan addressing needs specific to the individual students.

The School offers programs and services for students who have met special education eligibility in any of the thirteen disability areas identified in Minnesota Rules Chapter 3525. The School also follows requirements pertaining to districts special education responsibilities found in the United States Code, title 20, chapter 33, sections 1400 et seq., and Code of Federal Regulations, title 34, part 300.

After enrollment of each student, the School will proceed with the request for transfer documents including any assessment results and existing IEP or 504 plans for the students. After enrollment, in the initial registration form and conference with family, information will also be collected. The School will use a Special Needs "Child Find Process" continuously to identify, provide interventions for and if warranted, assess students for placement in Special Education and/504 services and develop the appropriate IEP.

- **Law:** 125A.03 SPECIAL INSTRUCTION FOR CHILDREN WITH A DISABILITY. (a) As defined in paragraph (b), every district must provide special instruction and services, either within the district or in another district, for all children with a disability, including providing required services under Code of Federal Regulations, title 34, section 300.121, paragraph (d), to those children suspended or expelled from school for more than ten school days in that school year, who are residents of the district and who are disabled as set forth in section 125A.02. For purposes of state and federal special education laws, the phrase "special instruction and services" in the state Education Code means a free and appropriate public education provided to an eligible child with disabilities and includes special education and related services defined in the Individuals with Disabilities Education Act, subpart A, section 300.24.

- **Child Find:** A child find process for identifying and potentially referring students for intervention and/or assessment of special education needs will include:
 - Special education information in marketing materials, on the school's web site, and in brochures
 - Information requested on Transfer of Records request.
 - Examination of records of incoming students.
 - Parental Request for evaluation.
 - A child study team will monitor and research the needs of any child suggested for assessment, service and/or other help.
 - Classroom teachers will be in-serviced on pre-referral and referral procedures
 - Procedures necessary to ensure parents are consulted, informed, and kept apprised.
 - Proper management of a student IEP including the provision and monitoring of all required educational and related services.

- The various forms and documents that must be prepared, updated and filed related to a special needs student including initial referrals, and more.
 - A procedure for maintaining confidentiality and accurate and timely reporting.
 - Data collections as required by IDEA, and the state; for example, the number of students being provided special education services; the types and numbers of students exempted from state assessments; the basis of exit of students with disabilities from the school.
- **IEP:** The Case Manager will follow all Special Education due process laws. The Case Manager will facilitate an annual IEP meeting to review students' progress, strengths, weaknesses, present level performance, and consult with all team members including parents regarding students' progress or lack of progress. Goals and objectives will be written in accordance to students' disabilities and needs. The team will also review and discuss appropriate adaptations, modifications, test assessments, technology needs and transportation needs. After the meeting, the Case Manager will follow Minnesota Special Education best practice policies; which is to have the IEP written and sent out within 4 days, giving parents 10 days to review the IEP. The IEP will be implemented after the IEP has been agreed upon and signed by the parent or after the 14 days are up. At this time, all relevant teachers will be notified of the student's adaptations and modifications of the IEP. The goals and objectives will be monitored and reported in writing as often as the general education student body is monitored as reported, and parents will be notified of progress in writing.
 - **Staffing:** The School contracts with a third party to serve as the Special Education Director to provide leadership and guidance in the area of special education. With the assistance of the contracted third party special education director, the school has developed a Total Special Education System Manual to comply with all state and federal requirements as outlined, to ensure that the needs of special education students are met. In addition, the school hires a Special Education Teacher (multiple licenses preferred) and as many HQ Special Education Assistants as required by the IEPs. All Special Education staffing and supplies are outlined in the school's budget, including the SPED director in the Budget. Currently, over 90% of the expenditures for SPED are billed to the home district of student residence and the school will receive additional resources from Federal SPED payments.

504 Plans:

- **Law:** Section 504 is a civil rights law that prohibits discrimination against individuals with disabilities. Section 504 ensures that the child with a disability has equal access to an education. The child may receive accommodations and modifications. Unlike the Individuals with Disabilities Education Act (IDEA), Section 504 does not require the school to provide an individualized educational program (IEP) that is designed to meet the child's unique needs and provides the child with educational benefit. Under Section 504, fewer procedural safeguards are available to children with disabilities and their parents than under IDEA.
- **Child Find:** Similar to the special education program, a child find process for identifying and potentially referring students for determination of eligibility 504 needs will include:
 - Special education information in marketing materials, on the school's web site, and in brochures

- Information requested on Transfer of Records request.
 - Questions asked on home visits.
 - Examination of records of incoming students.
 - Parental Request for evaluation.
- **504 Plan:** A 504 plan will be developed by appropriate and qualified staff that meets the requirements of the law. This plan will assure non-discrimination and full rights to FAPE. Examples of 504 eligibility include those students that narrowly miss qualifying for SPED services, students with injuries, physical handicaps, and others.
 - **Staffing:** As a small charter school, the School assigns the duties of 504 plans with assistance from the SPED director.

The School acknowledges the provisions of Minnesota Statutes 124E, and rules regarding its obligation to provide certain data to the Commissioner. At such time as The School has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the school shall provide to the Commissioner as required a description of the financial parameters within which the school will operate to provide special education instruction and services to such children.

(13) The specific conditions for contract renewal that identify performance under the primary purpose of section 124E.01, subdivision 1 (improve pupil learning and student achievement), as the most important factor in determining contract renewal

The primary purpose of [School] is to *improve all pupil learning and all student achievement*. The specific conditions for contract renewal that identify performance under the primary purpose as the most important factor in determining contract renewal, are as follows.

The Academic Performance Indicators are worth a total of [#] points out of [#] points possible [#%] of the total Performance Framework points possible. Because the majority of points (more than 50%) possible are based on Academic Performance Indicators, performance under the primary purpose of improving all pupil learning and all student achievement is the most important factor in determining contract renewal.

For a description of the Academic Performance Indicators see Item (3) of the Addendum to this Agreement: (3) A description of the School program and the specific academic and nonacademic outcomes that pupils must achieve.

Schools authorized by NEO must achieve at least a Satisfactory Rating (at least 50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Compliance, Finance) to be automatically recommended for a three-year contract renewal and at least an Exemplary Rating (at least 70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.

All contract renewals will be for either three or five years. Fewer than three years does not provide enough information on which to make a renewal decision.

(14) The additional purposes under section 124E.01, subdivision 1, paragraph (a), and related performance obligations under clause (7) contained in the charter contract as additional factors in determining contract renewal

The additional purpose(s) of [School] are as follows.

[Additional Purposes]

The Climate Performance Indicators are worth [#] of the total Performance Framework points possible [#%], the Governance Performance Indicators are worth [#] [#%], and the Finance Performance Indicators are worth [#] [#%]. These indicators measure student attendance, parent satisfaction, student retention, legal compliance and fiscal health.

NEO and the School have determined that these additional indicators are important for the school's capacity to achieve the additional purposes and therefore serve as additional factors in determining contract renewal.

For a description of the Climate, Governance and Finance Performance Indicators see Item (3) of the Addendum to this Agreement: (3) A description of the School program and the specific academic and nonacademic outcomes that pupils must achieve.

Schools authorized by NEO must achieve at least a Satisfactory Rating (at least 50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Compliance, Finance) to be automatically recommended for a three-year contract renewal and at least an Exemplary Rating (at least 70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.

All contract renewals will be for either three or five years. Fewer than three years does not provide enough information on which to make a renewal decision.

(15) The plan for an orderly closing of the School under chapter 317A, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract, that includes establishing the responsibilities of the School board of directors and the Authorizer and notifying the commissioner, Authorizer, School district in which the School is located, and parents of enrolled students about the closure, information and assistance sufficient to enable the student to reenroll in another School, the transfer of student records under section 124E.03, subdivision 5, paragraph (b), and procedures for closing financial operations

School Closure Plan

This School Closure Plan provides a starting point for coordinating the process of closing a School. The closure of any School authorized by NEO will be carried out with attention to all applicable state and federal laws, and in consultation with the Minnesota Department of Education. The School must provide sufficient information and assistance enabling students to enroll in another School in the event of a closure. The School must create a plan including responsible party and timeline for completion for all of the following necessary actions. The School's board must adopt the School wind up plan within 20 days of notification of closure and the plan must be updated at least twice per month. Priority should be given to continuing the School's educational program through the end of the charter termination and retaining funds to complete the wind up process.

The Authorizer will oversee and monitor the implementation of this School closure plan, including collection of all required documents and required reporting.

Name of School:	Address:
Date of Closing:	School contact person(s) to send and receive communication:

	Responsible Party	Timeline for Completion	Actual Completion	Status
Students and Families				
Notify parents of the coming closure: Parents or legal guardians of all students enrolled should be notified as soon as the decision is made to close the School. The notice should include the School's plans to help students identify and transition into a new School. The notice should include 1) the date of the last day of regular instruction, 2) information and offer of assistance sufficient to enable the student to reenroll in another School, 3) a list of and contact information for the charter, public and private Schools in the area, and 4) the date of optional School fair coordinated by the School with representatives of area Schools. Provide the Authorizer with a copy of the notice.	School			
Continue current instructional program as specified in the School's charter, including administration of state-mandated assessments.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
<p>Within 7 days after the end of classes, provide parents/guardians with copies of final report cards and notice of where student records will be sent and specific contact information. The notice must advise the parent/guardian to contact the School where the student intends to enroll and to have the student's new School contact the School's district of location to have the student's educational records transferred to the new School. The student records must be sent to the student's new School upon the new School's request. After the School closes, and unless the student's records are requested by another School, the remaining student records will be sent to each student's School district of residence. The School will provide the Authorizer with a copy of the notice.</p>	School			
<p>Transfer pupil records and testing materials to students' resident districts. If the parents do not request transfer of records to a specific School, student records must be sent to the student's resident district. All end of year grades and evaluations must be completed and made part of the student records, including any IEP/Committee on Special Education meetings/progress reports. Testing material, including scores, test booklets, etc. required to be maintained by the School must also be forwarded to the new School.</p>	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
No later than 10 business days after the School closes, send student records to the new School including 1) Individualized Education Programs and all records regarding special education and supplemental services, 2) student health and immunization records, 3) attendance records, 4) grades, and 5) assessments/testing information, 6) credits earned, 7) MARSS numbers, and all other student records. If a student's record contains formal disciplinary records, provide notice to the student and student's parent/guardian that the records will be transferred as part of the student's educational record. This requires an individual file by file review. To the extent that scores will come into existence after the end of classes, arrangements must be made with the testing agent to forward such material to the new School.	School			
Staff				
Provide contact information, and list of employees/School Board members and correspondent responsibilities to the Authorizer.	School			
Terminate any contracts and cancel any programs extending beyond the charter termination.	School			
Pay state and federal payroll taxes; pay all TRA and PERA dues.	School			
Coordinate termination of insurance benefits.	School			
Provide letters of recommendation for staff.	School			
Pay Staff through last day of employment.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Financial and Legal				
Create an escrow account to cover closure costs. Segregate by School Board resolution in a separate checking account up to \$50,000 in funds to be used for legal, accounting, and other expenses to dissolve the School.	School			
Reconcile final General Education Aid amount.	School			
Track all Special Education expenditures (Sp.Ed. information required during a School closure is essentially the same information that would be required during a Special Ed. Fiscal Monitoring visit).	School			
Track expense information (save all invoices) for federal Planning Grant; coordinate grant wrap-up with MDE liaison including submission of final Expenditure Report.	School			
Notify the landlord that during the wind-up of the School's affairs, it is anticipated that the School Board will use the School Facility, and access thereto should be maintained, even if only by advance notice in order to access assets, etc. In the event that the landlord sells or rents the School Facility before the winding up of the School's affairs, the School must relocate its business records and remaining assets to a location with operational telephone service and voice message capability, and maintain custody of business records until all business and transactions are completed, and the School corporation dissolved. Reconcile final Lease Aid amount.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Examine contracts with vendors and arrange for their termination – seek to fulfill contractual requirements to the greatest extent possible given the School’s resources. Retain records of past contracts with proof that they were fully paid. Telephone, gas, electric, water, insurance for example should remain operative through the end of classes and to the extent necessary to wind up the School's affairs beyond that time.	School			
Ensure safe-keeping of the School's physical assets, financial assets, and the facility during the shutdown process. Auction/sell assets in a manner that avoids conflicts of interests. Protect assets against theft, misappropriation and deterioration. Maintain insurance as until final dissolution. No later than 30 days prior to the end of classes, all of the School's assets must be inventoried. Provide the Authorizer with a copy of the inventory and separately identify assets purchased with federal grant dollars and owned by any entity other than the School.	School			
Formulate list of creditors and debtors and any amounts accrued and unpaid. Provide this list to the Authorizer. Solicit from each creditor a final accounting of the School's accrued and unpaid debt. Negotiate a settlement of debts. Within thirty (30) days the School must contact all debtors and demand payment. Debtors include persons who owe the School fees or credits and any person holding property of the School.	School			
The School must reconcile its billings and payments with the districts, including special education payments.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Provide for disposal of the School's assets according to statutes 308A or 317A.	School			
Liquidate or close bank accounts according to schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, and for final audit and dissolution. Cancel corporate credit cards and lines of credit. Change authorized signatures on accounts as needed.	School			
File final tax returns and reports.	School			
Arrange for final audit. File as requested by Minn. Stat 124D.10.	School			
Close out all State and Federal grants.	School			
All liabilities and obligations of the School must be paid and discharged to the extent of the School's assets. 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. An itemized receipt must be obtained from each recipient of an asset containing name, address and telephone number of the recipient. In closing out any federal grant and accounting for federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Notifications and Miscellaneous				
Notify the Minnesota Department of Education and the Commissioner and schedule the MDE audit, as applicable.	School and Authorizer			
After an employee termination date is established, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. 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 healthcare, health insurance, life insurance, dental plans, eyeglass plans, cafeteria plans, teacher retirement plans and other.	School			
Notify employees of eligibility for Minnesota Unemployment Insurance pursuant to any applicable law and regulations. In the event that the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the end of classes, and additional reserve funds should be set aside.	School			
Notify the local School district of the closure, including 1) the closure date, 2) students that they will be getting, 3) a phone number/contact person to call for records, and 4) notification regarding cessation and transportation services if applicable. Provide the Authorizer with a copy of the notice.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Within 30 days, formulate a list of all contractors with contracts in effect; the list should briefly describe the service and whether any property such as the photocopier is related to the contract. Notify the contractors regarding cessation of School operations. If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain. Provide the Authorizer with a copy of the notice.	School			
As required by the contractual notice requirements, cancel School district or private transportation services.	School			
Notify the local media of the School closure – communicate proactively and attending to the positive aspects of the charter school movement as well as the specific circumstances leading to this School's closure	School			
Notify the Offices of the Minnesota Secretary of State and Attorney General	School			
Notify the IRS of the dissolution of the education corporation and its 501(C)(3) status and any address change of the School contact, and file required tax returns and reports.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
<p>Interim and Final Statements of Notification to Authorizer: No later than 10 days after the end of classes, prepare and submit to the Authorizer 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 Corporation, with supporting evidence showing 1) all creditors and any amounts paid to them, 2) any amounts of debt, 3) all amounts owed to School by debtors, 3) all income generated through sale and auction of assets. No later than 10 days prior to filing of a dissolution proceeding, the School must provide a final statement to the Authorizer with all of the above information.</p>	School			
<p>The School Board must follow the dissolution provisions provided by Applicable Law. The Board must adopt an intent to dissolve resolution which includes the plan of dissolution, secure any required affirmation/approvals, file notice of intent to dissolve with the Minnesota Secretary of State and the Minnesota Attorney General's office, publish notice for unknown creditors and provide written notice to known, distribute assets. The Board must approve the Articles of Dissolution and file them with the Secretary of State as well as provide a copy to the Authorizer.</p>	School			

(16) The agreed-upon Authorizer fee structure (Minn. Stat. § 124E)

The fee charged by the Authorizer to the School shall be the maximum allowable under Minn. Stat. §124E.

(17) Plan to Address Any Outstanding Obligations from the Previous Contract

The charter contract between the proposed authorizer and the school must identify and provide a plan to address any outstanding obligations from the previous contract.

[The Plan to Address Outstanding Obligations From the Previous Contract]- This plan must describe what action the School is taking to address each area where the school did not meet Satisfactory level(s)

(18) The Charter School Board membership roster.

[School's board membership roster]

Board Member Name	Position	Seat (parent, community member, teacher)	File Folder Number if applicable
	Chair		
	Vice Chair		
	Secretary		
	Treasurer		

(19) Copy of School's Certificate of Incorporation issued by the Minnesota Secretary of State's Office

[Certificate of Incorporation]

(20) Copy of School's Articles of Incorporation stamped with the filing date.

[Articles of Incorporation]

(21) Copy of the School's current (signed) bylaws adopted and approved by the School's board of directors.

[Bylaws]- Please have legal counsel review to ensure that they meet current statutory requirements.