

## SCHOOL AUTHORIZER CONTRACT

between  
Novation Education Opportunities  
3432 Denmark Avenue Suite #130 Eagan, MN 55123  
and  
Horizon Science Academy St. Paul  
920 Holley Ave St. Paul Park, MN 55071

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

### SECTION 1. TERMS OF AGREEMENT.

- 1.1 Effective date: October 15, 2019 (preoperational - 2019-2026)
- 1.2 Expiration date: June 30, 2031 (five years of operation - 2026-2031)
- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Agreement: 1. Liability; 2. State and Federal Audits; 3. Government Data Practices and Intellectual Property; 4. Publicity and Endorsement; 5. Governing Law, Jurisdiction, and Venue; 6. Data Disclosure; and 7. Dissolution.
- 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 Minn. Stat.§ 124E.01, subdivision 1 and indicate how the school will report its implementation of the primary purpose to its authorizer, per Minn. Stat.§124E.10, subdivision 1(a)(1).
    - a. The primary purpose of the mission driven charter school is to improve the learning, achievement and success of all students.
    - b. How the school will report its implementation of the primary purpose must be explicitly stated in the charter contract.
  - 1.4.2 A declaration of the additional purpose or purposes in Minn. Stat.§124E. 01, subdivision 1 that the school intends to carry out and indicate how the school will report its implementation of those purposes to its authorizer per Minn. Stat.§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 Minn. Stat.§124E.10, subdivision 1(a)(3).
  - 1.4.4 A statement of the school's admission policies and procedures per Minn. Stat.§124E.10, subdivision 1(a)(4).
  - 1.4.5 A school governance, management, and administration plan per Minn. Stat.§124E.10, subdivision 1(a)(5).
  - 1.4.6 Signed agreements from charter school board members to comply with the federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools, per Minn. Stat.§124E.10, subdivision 1(a)(6).
  - 1.4.7 The criteria, processes, and procedures the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance, consistent with subdivision 3, paragraphs (a) and (b), per Minn. Stat.§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 Minn. Stat.§124E.10, subdivision 1(a)(8). This element does not apply to new school or change in authorizer contracts.

- 1.4.9 Types and amounts of insurance liability coverage the charter school must obtain, consistent with Minn. Stat.124E.03, subdivision 2(d), per Minn. Stat.124E.10, subdivision 1(a)(9). Minn. Stat.§124E.03, subdivision 2(d) notes that a charter school is a district for the purposes of tort liability under chapter 466. Chapter 466.04 details the specific required insurance amounts.
- 1.4.10 Consistent with Minn. Stat.§124E.09, paragraph (d), a provision to indemnify and hold harmless from any suit, claim, or liability arising from any charter school operation: 1) the authorizer and its officers, agents, and employees; and 2) notwithstanding 3.736, the commissioner and department officers, agents, and employees; per Minn. Stat.§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 Minn. Stat.§124E.10, subdivision 1(a)(11).
- 1.4.12 How the charter school board of directors or the charter school operators will provide special instruction and services for children with a disability under Minn. Stat.§§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 Minn. Stat.§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 Minn. Stat.§124E.01, subdivision 1, as the most important factor in determining whether to renew the contract, per Minn. Stat.§124E.10, subdivision 1(a)(13).
- 1.4.14 The additional purposes under Minn. Stat.§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 Minn. Stat.§124E.10, subdivision 1(a)(14).
- 1.4.15 Per Minn. Stat.§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 Minn. Stat.§124E.03, subdivision 5, paragraph (b), to the student's resident school district; and (4) closing financial operation.
- 1.4.16 The agreed-upon fee structure the authorizer will annually assess the school, per Minn. Stat.§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 as of the first day of the contract.
- 1.4.19 Copy of charter school's Certificate of Incorporation or Good Standing 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.
- 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 NEO Policy for Schools Contracting with a Service Provider (Education Management Organization or Charter Management Organization) 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:

- 2.1. "Agreement" means this contract between the Authorizer and the School as required by Minnesota Charter School Law, Minn. Stat. §124E.
- 2.2. "Applicable Law" means all state and federal laws and rules applicable to Minnesota Charter Schools and any regulations and guidelines issued pursuant to those laws and rules. This includes changes made to Applicable Law by Congress, Minnesota Legislature and/or appropriate federal and state agencies.
- 2.3. "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.
- 2.4. "Approval" means the approval by the Education Commissioner for the Authorizer to grant a charter to the School (includes charter contract renewals).
- 2.5. "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.
- 2.6. The "School" refers to the School identified above.
- 2.7. The "Location" means the city or cities identified in the Affidavit in which the School was approved to open or subsequently approved by the Authorizer **based on an approved application to change location, including a market need and demand study.**
- 2.8. "Charter School Board" means the Board of Directors established to govern the School, as required under Minn. Stat. §124E.
- 2.9. The "Authorizer" refers to the Authorizer listed above.
- 2.10. "Education Commissioner" means the Commissioner of the Minnesota Department of Education or his or her designee.
- 2.11. "Department" means the Minnesota Department of Education.
- 2.12. "State" means the State of Minnesota.
- 2.13. "School Information" includes all educational data, as defined in Minn. Stat. §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.
- 2.14. "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 based on need and demand in the Location identified, subsequent approved amendments and agreements to the Affidavit, terms of this Agreement, and as provided for in the Minnesota Charter 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 agreements approved by the Authorizer.
- 3.2. Performance Indicators and Evaluation.
  - 3.2.1. Graduation Standards. If applicable, the School will comply with the requirements as defined by Minnesota Statutes and the School will document the levels of student performance on the state assessments developed and administered by the Department.
  - 3.2.2. 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 multilingual learners of English language and all other focus populations. 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.
  - 3.2.3. *Individuals with Disabilities Education Act* (IDEA). The School will comply with Minnesota Statutes Chapters 125A and 124E, all applicable rules implemented pursuant to these chapters, and all Federal and State law relating to the education of students with disabilities. Consistent with the provisions of 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 **Individualized Education Program** ("IEP").
  - 3.2.4. 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.

- 3.2.4.1. 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 will be used as the basis for contract renewal decisions.
- 3.2.5. Annual Report(s). The School will file an Annual Report with the Authorizer per Minn. Stat. §124E that contains all information required by the Authorizer and the Education Commissioner. The Annual Report will be filed by due dates identified in Charter Law. The Authorizer will review the Annual Report and may provide written comment to the School as necessary to support the School with compliance. The School will publish and/or submit all other reports, including but not limited to the **Comprehensive Achievement and Civic Readiness** Report, Plan, and Summary as required by the Education Commissioner.
- 3.2.6. Annual Report Dissemination. The School will disseminate the Annual Report to the families of students attending the School and post the report on the School's website.
- 3.2.7. If the state requires the School to develop and implement an educational improvement plan that could be a School Improvement Plan for example, the School will provide NEO a copy of its educational improvement plan not later than October 1<sup>st</sup> 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

- 4.1.1. Nonprofit Status. The School is organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended.
- 4.1.2. 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.
- 4.1.3. 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.
- 4.1.4. 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.
- 4.1.5. The Authorizer documents and respects any autonomy conferred on the School by statute or law as exemptions from regulations or requirements.
- 4.1.6. Learning Environments and Leased Space. The School may lease space from any organization as it deems necessary in the Location identified in the Affidavit or subsequently approved by the Authorizer based on need and demand, 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.
- 4.1.7. 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.
- 4.1.8. Authorized Grades. The School is authorized to serve grades **Prekindergarten through 12, however the school will serve K-5 in its first year of operation and add a grade level each year thereafter.**
- 4.1.9. 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 Education Commissioner, consistent with Minn. Stat. §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 Minn. Stat. §124E.

## **SECTION 6. OPERATING REQUIREMENTS**

### **6.1. Governance**

- 6.1.1. Board of Directors. A Board of Directors whose membership is described in the School's bylaws and defined by state statute 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 Minn. Stat. §123B.03, subdivision 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 Operations including governance and compliance will be evaluated according to the Performance Indicators as described in the School's Performance Framework.
- 6.1.2. 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 Minn. Stat. §124E.
- 6.1.3. 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.
- 6.1.4. Charter School Board Election. Charter School Board elections will be conducted as provided in the School's bylaws and Minn. Stat. §124E.
- 6.1.5. Open Meeting Law. All meetings and business of the Charter School Board will comply with the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.
- 6.1.6. 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.

- 6.1.7. Authorization of Employment. The Charter School Board will employ and contract with necessary teachers, as defined by Minn. Stat. §122A.06, who hold valid teaching licenses issued by the State to perform the particular service for which they are employed at the School.
- 6.1.8. Non-Licensed Personnel. The Charter School Board or its delegate may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching, and may contract for other services.
- 6.1.9. Collective Bargaining. If employees of the School choose to engage in collective bargaining, the School will comply with Minnesota Statutes Chapter 179A, the Public Employment Labor Relations Act ("PELRA").
- 6.1.10. 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 Minn. Stat. §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 in this regard, Minn. Stat. §§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 Minn. Stat. §120A.22.
- 6.6. Admissions
  - 6.6.1. 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.
  - 6.6.2. 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.
  - 6.7.1. 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.

- 6.7.2. Access to 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 Statutes Chapter 13 and the Family Educational Rights and Privacy Act (FERPA). The School will provide the Authorizer access to the full set of approved policies and updates as created.
- 6.7.3. Other Reports. The School and the Authorizer will file reports with the Education Commissioner consistent with the procedures established by the Department.
- 6.7.4. 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
- 6.8.1. 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.
- 6.8.2. 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.
- 6.8.3. 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.
- 6.8.4. Significant Agreements. Terms of Agreements with Third-party Educational or operational Management Organizations (education management organization or charter management organization) and any other contracts or agreements that create significant relationships or effect on the School will be shared with Authorizer and comply with NEO's policy for authorizing schools contracting with a service provider (education management organization or charter management organization).

- 6.8.5. Creditors. The School will pay all creditors within 35 days of receipt on an outstanding invoice if the board meets once a month and within 45 days of receipt if the board meets less often or regularly, pursuant to the State's prompt payment law, Minn. Stat. §471.425. 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
- 6.10.1. The School will comply with the same health and safety requirements as a public school district.
- 6.10.2. Immunization. The School will comply with Minn. Stat. §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.
- 6.10.3. 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. Data Practices. The School will comply with Minnesota Statutes Chapter 13; Minn. Stat. §120A.22, Subdivision 7; Minn. Stat. §121A.75; and Minn. Stat. §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 (Minn. Stat. §§121A.40 - 121A.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.

- 6.14.1. 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 dollar (\$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 in the Location(s) 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 prior to Board approval of the change of Location. The School shall submit **an application that includes** a market need and demand study for the proposed Location to the Authorizer for approval, prior to changing the Location. The School and Authorizer will revise the Contract after approval of the change in location according to the process described in Section 10.1 of this Agreement, Revisions and Amendments.

## **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.
- 8.1.1. Grounds. The grounds for non-renewal or termination for cause under the Charter Law include:
- Failure to demonstrate satisfactory academic achievement for all students, including the requirements for pupil performance contained in this Agreement;
  - Failure to meet generally accepted standards of fiscal management;
  - Violations of law; or
  - Other good cause shown.
- 8.2. Authorizer Processes and Charter School Board's Response.
- 8.2.1. 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.
- 8.2.2. 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.
- 8.2.3. 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.

- 8.2.4. 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.
- 8.2.5. 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 Minnesota Statutes Chapter 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.
- 8.2.6. 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.
- 8.2.7. 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.
- 8.2.8. 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.
- 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**

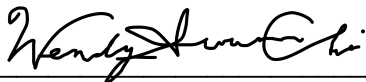
- 10.1. **Amendments and Revisions.** This Agreement may only be revised or amended by written agreement executed by both parties. The School and/or Authorizer will provide the proposed revision or amendment in writing to the other party to the Agreement. The Agreement may be revised or amended in the 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 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 revision or amendment will have at least one month to review and comment in response. The revised or amended 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 revised or 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. 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.

**[AUTHORIZER]**

**[SCHOOL]**

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

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

Wendy Swanson Choi  
\_\_\_\_\_  
(Print Name)

Anne Weyandt  
\_\_\_\_\_  
(Print Name)


Executive Director  
\_\_\_\_\_  
(Title)


Board Chair  
\_\_\_\_\_  
(Title)

October 15, 2019  
\_\_\_\_\_  
(Date)

10/8/19  
\_\_\_\_\_  
(Date)

Revised November 18, 2019

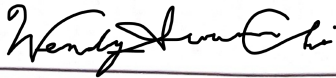
  
\_\_\_\_\_

  
\_\_\_\_\_

REVISION (If Applicable)

Novation Education Opportunities

By:



Signature

Wendy Swanson Choi

Print Name

Executive Director

Title

June 30, 2024

Date

Enlighten Academy

By:



Signature

Anne Weyandt

Print Name

Board Chair

Title

**REVISION (If Applicable)**

**Novation Education Opportunities**

By:

  
Signature

Wendy Swanson Choi  
Print Name

Executive Director  
Title

June 26, 2026  
Date

**Horizon Science Academy Saint Paul**

By:

Anne Weyandt  
Signature

Anne Weyandt  
Print Name

Board Chair  
Title

## **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 charter school will carry out the primary purpose in Minn. Stat.§ 124E.01, subdivision 1 and indicate how the school will report its implementation of the primary purpose to its authorizer, per Minn. Stat.§124E.10, subdivision 1(a)(1).**

**1.1. The primary purpose of **mission driven** charter schools is to improve **the learning, achievement and success of all students**.**

The primary purpose of **Horizon Science Academy** is to **improve the learning, achievement, and success of all students**.

**1.2. How the school will report its implementation of the primary purpose.**

The School will report its implementation of the primary purpose in the Annual Report and/or **combined Comprehensive Achievement and Civic Readiness Report**.

**2. A declaration of the additional purpose or purposes in Minn. Stat.§124E. 01, subdivision 1 that the school intends to carry out and indicate how the school will report its implementation of those purposes to its authorizer per Minn. Stat.§124E.10, subdivision 1(a)(2).**

**2.1. The additional purpose(s) of the School are to**

1. Increase **quality** learning opportunities for all pupils both through an evidence-based literacy curriculum as well as through the values-based emphasis;
2. Encourage the use of different and innovative teaching methods with the school's literacy and behavior scope and sequence from Early Learning through grade 5 using a multi-tiered system of Student Support (MTSS);
3. Create different and innovate forms of measuring outcomes in addition to the state testing;
4. Establish new forms of accountability that are specifically aligned with the vision, mission, values and goals of the school;
5. Create new professional opportunities for teachers designed around the teacher-powered school model.

**2.2. How the school will report its implementation of the additional purpose(s).**

The School will report its implementation of the additional purposes in the Annual Report and/or **combined Comprehensive Achievement and Civic Readiness Report**.

**3. A description of the school program and the specific academic and nonacademic outcomes that pupils must achieve, per Minn. Stat. §124E.10, subdivision 1(a)(3).**

The vision of **Horizon Science** Academy: **Horizon Science** Academy will be a vibrant, values-based pre-K- grade 5 learning community on the East Side of Saint Paul, welcoming students and families from richly diverse cultures and backgrounds.

The mission of **Horizon Science** Academy: **Horizon Science** Academy celebrates each student and personalizes learning for the whole child using evidence-based curriculum. **Horizon Science** Academy is committed to a deeper learning that purposefully embodies the school's core values, led by innovative and empowered professional teachers.

**Horizon Science** Academy's values: The school's vision and mission and enduring commitment to students, families and community are grounded in seven core values. These values reflect history and tradition, and an unwavering commitment to hope, opportunity and excellence for all served.

**Horizon Science** Academy is:

- Captivated by learning...honoring the dignity of each child, cherishing the profoundly transformative relationships found in the classrooms, labs and areas of play and recreation;
- People of peace...promoting equity, justice and growth in all relationships, and in the world;
- A community of gentleness...understanding that encouragement, hospitality, motivation, and genuine respect distinguish classrooms of relevance in a school honoring the lived experience of all students and their families;
- Committed to respecting and accepting one another...embracing the beauty and diversity of the East Side, lifting up the dignity and individuality of all who are a part of the school community;
- Always meeting the needs of the time...designing and delivering a relevant and responsive learning experience that prepares students well for their unfolding lives in a rapidly changing world;
- Dedicated to excellence...in all in the classroom, in the office, and in the community; and most importantly, in the students' lives and learning journeys; and,
- Distinguished by joy and service...embracing love of learning, love of self, commitment to service and respect for neighbors—with creativity and exuberance.

See the school's performance framework on the following pages for the specific academic and nonacademic outcomes that pupils must achieve.

**Novation Education Opportunities- ~~Enlighten~~ Horizon Science Academy -  
St. Paul Performance Framework**

**~~Enlighten~~ Horizon Science Academy - St. Paul**

Date of Last Update/Review: 6/18/2026

Contract Term: ~~October 15, 2019~~ - June 30, 20~~29~~31

Baseline Year Results: 202~~47~~-20258

Charter Number: 4281-07

Initial Year of Operation: 202~~46~~

These are the Academic Performance Indicators. They are 60.47% of the points possible.

**I. All Children are Ready for School**

**I.A Early Literacy and Early Numeracy Goals**

Performance Rating	NWEA MAP for Primary Math Targets (I P P)			Point Value	Points Earned
<b>Exemplary</b>	At least More than 75 percent <del>or more</del> of instructional preschool program students meet the instructional preschool program learning targets.			2	
<b>Satisfactory</b>	60-75 percent of instructional preschool program students meet the program learning targets <del>in the combined FY-2025-FY-2029</del> .			1	
<b>Not Satisfactory</b>	Less than 60 percent of students meet the learning targets.			0	
<b>Results</b>	<b>Year</b>	<b>Students Meeting Targets</b>	<b>Total Students Tested</b>	<b>Enlighten-Academy HSA-SP Percent Proficient</b>	
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					
Performance Rating	NWEA MAP for Primary Reading Targets (I P P)			Point Value	Points Earned
<b>Exemplary</b>	At least More than 75 percent <del>or more</del> of instructional preschool program students meet the instructional preschool program learning targets.			2	
<b>Satisfactory</b>	60-75 percent of instructional preschool program students meet the program learning targets <del>in the combined FY-2025-FY-2029</del> .			1	
<b>Not Satisfactory</b>	Less than 60 percent of students meet the learning targets.			0	
<b>Results</b>	<b>Year</b>	<b>Number of Students Meeting Growth Targets</b>	<b>Total Students Tested</b>	<b>Enlighten-Academy HSA-SP Percent Proficient</b>	
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					

**II. All Students Graduate from High School (As Measured by Grade Level Proficiency)**

**II.A Attain Grade-level Proficiency- All Students State Comparison**

Performance Rating	MCA-Math (Grades 3-5)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Enlighten Academy HSA-SP Percent Proficient</b>	<b>State Percent Proficient</b>
	Baseline				
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
<b>Analysis</b>					
Performance Rating	MCA- Reading (Grades 3-5)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Enlighten Academy HSA-SP Percent Proficient</b>	<b>State Percent Proficient</b>
	Baseline				
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
<b>Analysis</b>					

II.B Attain Grade-level Proficiency- All Students Resident District Comparison					
Performance Rating	MCA-Math (Grades 3-5)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Enlighten-Academy HSA-SP Percent Proficient	Resident District Percent Proficient
	202 <del>46</del> -202 <del>57</del>				
	202 <del>57</del> -202 <del>68</del>				
	202 <del>68</del> -202 <del>79</del>				
	202 <del>79</del> -202 <del>830</del>				
	202 <del>46</del> -202 <del>830</del>				
Analysis					
Performance Rating	MCA- Reading (Grades 3-5)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Enlighten-Academy HSA-SP Percent Proficient	Resident District Percent Proficient
	202 <del>46</del> -202 <del>57</del>				
	202 <del>57</del> -202 <del>68</del>				
	202 <del>68</del> -202 <del>79</del>				
	202 <del>79</del> -202 <del>830</del>				
	202 <del>46</del> -202 <del>830</del>				
Analysis					

**III. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency)**

**III.A Attain Grade-level Proficiency- FRP Focus Group State Comparison**

Performance Rating	MCA-Math (Grades 3-5)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Enlighten Academy HSA-SP Percent Proficient</b>	<b>State Percent Proficient</b>
	Baseline				
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					
Performance Rating	MCA- Reading (Grades 3-5)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Enlighten Academy HSA-SP Percent Proficient</b>	<b>State Percent Proficient</b>
	Baseline				
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					

III.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison					
<b>Performance Rating</b>	<b>MCA-Math (Grades 3-5)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Enlighten-Academy HSA-SP Percent Proficient</b>	<b>Resident District Percent Proficient</b>
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					
<b>Performance Rating</b>	<b>MCA- Reading (Grades 3-5)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Enlighten-Academy HSA-SP Percent Proficient</b>	<b>Resident District Percent Proficient</b>
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					

III.C Attain Grade-level Proficiency- EL Focus Group State Comparison					
Performance Rating	MCA-Math (Grades 3-5)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Enlighten Academy HSA-SP Percent Proficient</b>	<b>State Percent Proficient</b>
	Baseline				
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					
Performance Rating	MCA- Reading (Grades 3-5)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Enlighten Academy HSA-SP Percent Proficient</b>	<b>State Percent Proficient</b>
	Baseline				
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					

III.D Attain Grade-level Proficiency- EL Focus Group Resident District Comparison					
<b>Performance Rating</b>	<b>MCA-Math (Grades 3-5)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Enlighten-Academy HSA-SP Percent Proficient</b>	<b>Resident District Percent Proficient</b>
	202 <del>46</del> -202 <del>57</del>				
	202 <del>57</del> -202 <del>68</del>				
	202 <del>68</del> -202 <del>79</del>				
	202 <del>79</del> -202 <del>830</del>				
	202 <del>46</del> -202 <del>830</del>				
<b>Analysis</b>					
<b>Performance Rating</b>	<b>MCA- Reading (Grades 3-5)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Enlighten-Academy HSA-SP Percent Proficient</b>	<b>Resident District Percent Proficient</b>
	202 <del>46</del> -202 <del>57</del>				
	202 <del>57</del> -202 <del>68</del>				
	202 <del>68</del> -202 <del>79</del>				
	202 <del>79</del> -202 <del>830</del>				
	202 <del>46</del> -202 <del>830</del>				
<b>Analysis</b>					

III.E Attain Grade-level Proficiency- SPED Focus Group State Comparison					
Performance Rating	MCA-Math (Grades 3-5)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
<b>Results</b>				<b>Enlighten Academy HSA-SP Percent Proficient</b>	<b>State Percent Proficient</b>
	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>		
	Baseline				
	202 <del>46</del> -202 <del>57</del>				
	202 <del>57</del> -202 <del>68</del>				
	202 <del>68</del> -202 <del>79</del>				
	202 <del>79</del> -202 <del>830</del>				
202 <del>46</del> -202 <del>830</del>					
<b>Analysis</b>					
Performance Rating	MCA- Reading (Grades 3-5)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
<b>Results</b>				<b>Enlighten Academy HSA-SP Percent Proficient</b>	<b>State Percent Proficient</b>
	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>		
	Baseline				
	202 <del>46</del> -202 <del>57</del>				
	202 <del>57</del> -202 <del>68</del>				
	202 <del>68</del> -202 <del>79</del>				
	202 <del>79</del> -202 <del>830</del>				
202 <del>46</del> -202 <del>830</del>					
<b>Analysis</b>					

III.F Attain Grade-level Proficiency- SPED Focus Group Resident District Comparison					
<b>Performance Rating</b>	<b>MCA-Math (Grades 3-5)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Enlighten-Academy HSA-SP Percent Proficient</b>	<b>Resident District Percent Proficient</b>
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					
<b>Performance Rating</b>	<b>MCA- Reading (Grades 3-5)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Enlighten-Academy HSA-SP Percent Proficient</b>	<b>Resident District Percent Proficient</b>
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					

IV. All Students Graduate from High School (as Measured by Growth)					
IV.A Meet or Exceed National Growth Norms- Students Below Grade Level					
Performance Rating	NWEA MAP Fall-Spring Growth- Math (Grades 1-5)			Point Value	Points Earned
<b>Exemplary</b>	More than 75% of students below grade level will meet the numeracy targets identified to ensure students become proficient in math.			4	
<b>Satisfactory</b>	60-75% of students below grade level will meet the numeracy targets identified to ensure students become proficient in math.			2	
<b>Not Satisfactory</b>	Fewer than 60% of students below grade level meet the numeracy targets identified to ensure students become proficient in math.			0	
Results	Year	Number of Students Meeting Targets	Total Students Tested	Percent Meeting Targets	Total Students Below Grade
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
Analysis					
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 1-5)			Point Value	Points Earned
<b>Exemplary</b>	More than 75% of students below grade level will meet the numeracy targets identified to ensure students become proficient in reading.			4	
<b>Satisfactory</b>	60-75% of students below grade level will meet the numeracy targets identified to ensure students become proficient in reading.			2	
<b>Not Satisfactory</b>	Fewer than 60% of students below grade level meet the numeracy targets identified to ensure students become proficient in reading.			0	
Results	Year	Number of Students Meeting Targets	Total Students Tested	Percent Meeting Targets	Total Students Below Grade Level
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
Analysis					

IV.B Meet or Exceed National Growth Norms- Students At or Above Grade Level Making Medium or High Growth					
Performance Rating	NWEA MAP Fall-Spring Growth- Math (Grades 1-5)			Point Value	Points Earned
<b>Exemplary</b>	More than 75% of students at or above grade level will meet the numeracy targets identified to ensure students maintain and improve in math proficiency.			4	
<b>Satisfactory</b>	60-75% of students at or above grade level will meet the numeracy targets identified to ensure students maintain and improve in math proficiency.			2	
<b>Not Satisfactory</b>	Fewer than 60% of students at or above grade level meet the numeracy targets identified to ensure students maintain and improve in math proficiency.			0	
Results	Year	Number of Students Meeting Targets	Total Students Tested	Percent Meeting Targets	Total Students At/Above Grade Level
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
Analysis					
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 1-5)			Point Value	Points Earned
<b>Exemplary</b>	More than 75% of students at or above grade level will meet the literacy targets identified to ensure students maintain and improve as proficient readers.			4	
<b>Satisfactory</b>	60-75% of students at or above grade level will meet the literacy targets identified to ensure students maintain and improve as proficient readers.			2	
<b>Not Satisfactory</b>	Fewer than 60% of students at or above grade level meet the literacy targets identified to ensure students maintain and improve as proficient readers.			0	
Results	Year	Number of Students Meeting Targets	Total Students Tested	Percent Meeting Targets	Total Students At/Above Grade Level
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
Analysis					

These are the Climate Performance Indicators. They are 11.63% of the points possible.

**V. The School Conditions Promote a Climate of Engagement**

**V.A Attendance Rates**

Performance Rating	Attendance Rate (Grades K-5)	Point Value	Points Earned
<b>Exemplary</b>	More than 95 percent attendance rate.	2	
<b>Satisfactory</b>	90-95 percent attendance rate.	1	
<b>Not Satisfactory</b>	Below 90 percent attendance rate.	0	
<b>Results</b>	<b>Year</b>	<b>Attendance Rate</b>	
	202 <del>46</del> -202 <del>57</del>		
	202 <del>57</del> -202 <del>68</del>		
	202 <del>68</del> -202 <del>79</del>		
	202 <del>79</del> -202 <del>830</del>		
202 <del>46</del> -202 <del>830</del>			

**Analysis**

**V.B Parent Engagement**

Performance Rating	Parent Event Attendance (Grades K-5)	Point Value	Points Earned	
<b>Exemplary</b>	More than 90 percent of parents or guardians attend all parent conferences.	2		
<b>Satisfactory</b>	80-90 percent of parents or guardians attend all parent conferences.	1		
<b>Not Satisfactory</b>	Less than 80 percent of parents attend all parent conferences.	0		
<b>Results</b>	<b>Year</b>	<b>Parents/Guardians Attending Conferences</b>	<b>Total Parents/Guardians That Could Attend Conferences</b>	<b>Parent Event Attendance Percent</b>
	202 <del>46</del> -202 <del>57</del>			
	202 <del>57</del> -202 <del>68</del>			
	202 <del>68</del> -202 <del>79</del>			
	202 <del>79</del> -202 <del>830</del>			
202 <del>46</del> -202 <del>830</del>				

**Analysis**

V.C Parent Satisfaction					
Performance Rating	5-Point Parent Satisfaction Survey			Point Value	Points Earned
<b>Exemplary</b>	More than 80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			2	
<b>Satisfactory</b>	60-80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			1	
<b>Not Satisfactory</b>	Less than 60 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			0	
Results	Year	Number of Parents Agreeing or Strongly Agreeing	Total Number of Parents	Parent Satisfaction Survey Percent	Percent Participation of Parent Respondents
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					
V.D Mobility					
Performance Rating	Mobility (Grades K-5)			Point Value	Points Earned
<b>Exemplary</b>	Fewer than 10 percent of students transfer out of school after October 1.			2	
<b>Satisfactory</b>	10 - 15 percent of students transfer out of school after October 1.			1	
<b>Not Satisfactory</b>	More than 15 percent of students transfer out of school after October 1.			0	
Results	Year	Students Transferring After October 1	Total Students Enrolled October 1	Mobility Percent	
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					

V.E Student Engagement					
Performance Rating	Hope Survey (Grades 3-5)			Point Value	Points Earned
<b>Exemplary</b>	More than 90 percent of students will report satisfaction with feeling safe, being treated with respect for their learning, and having hope for the future.			2	
<b>Satisfactory</b>	80-90 percent of students will report satisfaction with feeling safe, being treated with respect for their learning, and having hope for the future.			1	
<b>Not Satisfactory</b>	Fewer than 80 percent of students report satisfaction with feeling safe, being treated with respect for their learning, and having hope for the future.			0	
<b>Results</b>	<b>Year</b>	<b>Number of Students</b>	<b>Total Students</b>	<b>Student Satisfaction Percent</b>	
	20246-20257				
	20257-20268				
	20268-20279				
	20279-202830				
	20246-202830				
<b>Analysis</b>					

These are the Operations Performance Indicators. They are 11.63% of the total Performance Framework points possible.

**VI. School is Compliant with Contract and Statute**

**VI.A Compliance**

Performance Rating	Compliance During Contract Term	Point Value	Points Earned
<b>Exemplary</b>	No infractions.	10	
<b>Satisfactory</b>	No more than three infractions AND any infraction is resolved by assigned deadline.	5	
<b>Not Satisfactory</b>	More than three infractions or infractions not resolved by assigned deadline.	0	

**Analysis**

These are the Finance Performance Indicators. They are 16.28% of the total Performance Framework points.

**VII. School is Financially Solvent/Sustainable**

**VII.A Finance Awards**

Performance Rating	Awards at End of Contract Term	Point Value	Points Earned
<b>Exemplary</b>	NEO Stewardship Award in Finance Recipient	2	
<b>Satisfactory</b>	MDE Finance Award Recipient	1	
<b>Not Satisfactory</b>	Not an MDE or NEO Finance Award Recipient	0	

**Analysis** The School Finance Award Recipient was formerly administered by MDE but since it was discontinued by MDE, it is now administered by NEO.

**VII.B Fund Balance**

Performance Rating	Fund Balance at End of Contract Term	Point Value	Points Earned
<b>Exemplary</b>	Reserve is at least <del>three months' expenditures (20%)</del> as measured by end of year reserve <del>(fund balance)</del> .	10	
<b>Satisfactory</b>	Reserve is enough to cover one full payroll as measured by end of year reserve <del>(fund balance)</del> .	5	
<b>Not Satisfactory</b>	Reserve is less than one full payroll as measured by end of year reserve <del>(fund balance)</del> .	0	

Results	Fund Balance	Expenditures	SOD Calculation

**Analysis**

**VII.C Financial Audit**

Performance Rating	Financial Audits During Contract Term	Point Value	Points Earned
<b>Exemplary</b>	No findings cited in the audit.	2	
<b>Satisfactory</b>	No more than one finding (nonmaterial) cited in the audit.	1	
<b>Not Satisfactory</b>	More than one finding cited in the audit.	0	

**Analysis**

<b>Contract Renewal and Intervention</b>			
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 automatically recommended for a three-year contract renewal.			
NEO schools must achieve at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.			
Schools that earn less than 50% of the points possible overall or in any one area are a candidate for a nonrenewal in their final contract year or intervention in the other contract years.			
<b>Summary and Analysis</b>			
Based on information available to date, <b>Enlighten Academy HSA-SP</b> has earned xx points out of a total of 86 points possible, xx.xx%.			
Based on information available to date, <b>Enlighten Academy HSA-SP</b> is currently working towards being automatically recommended for a renewal.			
Academic Performance Points Earned		0	
Academic Performance Total Points Possible		52	
Academic Performance Percent of Points Earned		0.00%	
Academic Performance Percent of Total Framework Points		60.47%	
Climate Performance Points Earned		0	
Climate Performance Total Points Possible		10	
Climate Performance Percent of Points Earned		0.00%	
Climate Performance Percent of Total Framework Points		11.63%	
Operations Performance Points Earned		0	
Operations Performance Total Points Possible		10	
Operations Performance Percent of Points Earned		0.00%	
Operations Performance Percent of Total Framework Points		11.63%	
Finance Performance Points Earned		0	
Finance Performance Total Points Possible		14	
Finance Performance Percent of Points Earned		0.00%	
Finance Performance Percent of Total Framework Points		16.28%	
Performance Framework Points Earned		0	
Performance Framework Total Points Possible		86	
Performance Framework Percent of Total Points		0.00%	

4. **A statement of the school's admission policies and procedures per Minn. Stat. §124E.10, subdivision 1(a)(4)9.**

# HSA Admissions/Lottery and Early Entrance Policies

## Policy 509

Orig. 2022

Rev. 202

### 509 HSA ADMISSIONS, ENROLLMENT, AND LOTTERY POLICY

#### I. PURPOSE

The purpose of this policy is to set forth the admissions, enrollment, and lottery procedures that HSA will use to enroll eligible pupils in compliance with Minnesota law and applicable Minnesota Department of Education guidance.

#### II. GENERAL STATEMENT OF PURPOSE

HSA will provide admission to eligible pupils in a fair, nonsectarian, nondiscriminatory, and transparent manner. HSA will not use admissions criteria that are inconsistent with Minnesota Statutes, section 124E.11. HSA will publish this policy and its admissions application materials on the school website and will administer admissions, enrollment, and lottery processes according to this policy.

#### III. ADMISSION LIMITATIONS

A. HSA, including its preschool or prekindergarten program established under Minnesota Statutes, section 124E.06, subdivision 3, paragraph (b), may limit admission to:

1. pupils within an age group or grade level;
2. pupils who are eligible to participate in the graduation incentives program under Minnesota Statutes, section 124D.68; or
3. residents of a specific geographic area in which the school is located when the majority of students served by the school are members of underserved populations.

B. HSA shall comply with the Minnesota Human Rights Act, which prohibits educational institutions from discriminating against students based on a protected class including race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation or disability.

C. HSA must disseminate information about the school's offerings and enrollment procedures to families that reflect the diversity of Minnesota's population and targeted groups. Targeted groups include low-income families and communities, students of color, students at risk of academic failure, and students underrepresented in the school's student body relative to Minnesota's population. The school must document its dissemination activities in the school's annual report. The school's dissemination activities must be a component of the authorizer's performance review of the school.

#### IV. ENROLLMENT, APPLICATION, AND LOTTERY PROCESS

A. HSA will enroll an eligible pupil who submits a timely application, unless the number of timely applications exceeds the capacity of a program, class, grade level, or building. If timely applications exceed capacity, HSA will accept pupils by lot according to the lottery process in this policy. HSA will publish this Admissions, Enrollment, and Lottery Policy and the applicable admissions application on its website.

**(1) Open enrollment window and capacity.** Each school year, the HSA Board will establish the open enrollment period applicable to the following school year and will establish capacity for each program, class, grade level, and/or building no later than the first day of that open enrollment period. The designated open enrollment period will be **January 1<sup>st</sup> through April 30<sup>th</sup>**. HSA will publish the application for the following school year on its website by the first day of the open enrollment period. Before the following-year application opens, HSA will continue to use the current-year application only for current-year enrollment openings, and application materials will clearly identify the school year to which the application applies.

**(2) Timely applications.** Applications received during the published open enrollment period will be considered timely for the applicable school year. HSA will date-stamp, time-stamp, or otherwise sequentially record applications when received.

- (3) Information collected on the admission application.** HSA will limit the admission application to basic information needed to process the request for admission, such as the student's name, parent/guardian name, contact information, and the grade or program for which the student is applying. HSA will not request information on the admission application, or through oral inquiry as part of admission, regarding an applicant's creed, religion, gender identity, sexual orientation, or disability. Demographic information collected for reporting, outreach evaluation, or enrollment purposes will be collected separately from the admission application and will not be used to make admissions decisions.
- (4) Resident priority.** Admission to HSA will be free to any eligible pupil who resides within Minnesota. HSA will give enrollment preference to a Minnesota resident pupil over pupils who do not reside in Minnesota. A pupil who does not reside in Minnesota must annually apply to enroll according to Minnesota Statutes, section 124E.11, paragraphs (a) to (f).
- (5) Enrollment preferences.** Before accepting other pupils by lot, HSA will give enrollment preference to: first, a sibling of an enrolled pupil; second, a foster child of the enrolled pupil's parents; and third, if the HSA Board elects to use this optional preference, a child of HSA staff, including a foster child of eligible staff. A staff member eligible for an enrollment preference for their child, including a foster child, must be an individual employed at HSA whose employment is stipulated in advance to total at least 480 hours in a school calendar year.
- (6) Lottery procedure.** If timely applications exceed available capacity in a program, class, grade level, or building, HSA will conduct a lottery using a random selection method. HSA will conduct the lottery by grade or program, as applicable. HSA will first apply Minnesota resident priority. Within the Minnesota resident applicant pool, HSA will apply preferences in the following order: (a) siblings of enrolled pupils; (b) foster children of the parents of enrolled pupils; (c) children of eligible HSA staff, if the Board has elected to use that optional preference; and (d) general applicants. If any preference group exceeds available capacity, HSA will conduct a lottery for that group before moving to the next preference group. Applicants not admitted through the lottery will be placed on the applicable waitlist in the order drawn.
- (7) Late applications and waitlists.** Applications received after the open enrollment period will be processed after timely applications and any applicable lottery waitlist. If space remains, late applicants will be admitted in the order received, subject to Minnesota resident priority and applicable enrollment preferences. If no space remains, late applicants will be added to the applicable waitlist after timely applicants. Waitlists are valid only for the school year for which the lottery occurred and will not carry forward from year to year.

D. A person may not be admitted to HSA (1) as a kindergarten pupil, unless the pupil is at least five (5) years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences; or (2) as a first grade student, unless the pupil is at least six (6) years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten; except that HSA may admit selected pupils at an earlier age only according to its board-adopted, website-published Early Entrance to Kindergarten policy and only in a manner consistent with this admissions, enrollment, and lottery policy, consistent with the enrollment process in Paragraphs A and B.

E. Except as permitted in Paragraph D, HSA, including its preschool or prekindergarten program established under Minnesota Statutes, section 124E.06, subdivision 3, paragraph (b), may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability and may not establish any criteria or requirements for admission that are inconsistent with Minnesota Statutes, section 124E.11.

F. HSA or any agent of HSA must not distribute any services or goods, payments, or other incentives of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school.

G. Once a student who resides in Minnesota is enrolled in HSA in kindergarten through grade 12, or in the school's free preschool or prekindergarten program under Minnesota Statutes, section 124E.06, subdivision 3, paragraph (b), the student is considered enrolled in the school until the student formally withdraws, HSA receives a request for the transfer of educational records from another school, HSA receives a written election by the parent or legal guardian of the student withdrawing the student, or the student is expelled under the Pupil Fair Dismissal Act in Minnesota Statutes, sections 121A.40 to 121A.56. HSA will not unenroll a Minnesota resident student for any other reason, including absence alone; however, HSA will follow applicable MARSS reporting requirements for funding purposes without treating those reporting changes as withdrawal from enrollment.

### **Legal References:**

Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 120A.20 (Admission to Public School)

Minn. Stat. § 124D.02 (School Board Powers; Enrollment)

Minn. Stat. § 124E.11 (Admission Requirements and Enrollment)

Minn. Stat. § 124E.17 (Charter School Information)

Minn. Stat. § 363A.13 (Educational Institution)

Cross References: HSA Policy 607.1 Early Entrance to Kindergarten

## Policy 607.1

Rev. 2023,2025

### 607.1 HSA EARLY ENTRANCE TO KINDERGARTEN

#### I. PURPOSE

The HSA Board recognizes that there may be limited circumstances when it is appropriate to consider a child for kindergarten before the child reaches the regular entrance age of five (5) years on or before September 1 of the school year. The purpose of this policy is to describe HSA's process and procedures for early entrance to kindergarten and to ensure that early entrance decisions remain consistent with HSA's admissions, enrollment, capacity, and lottery requirements.

#### II. GENERAL STATEMENT OF POLICY

Pursuant to Minnesota Statutes, sections 124D.02 and 124E.11, paragraph (d), the HSA Board permits selected children who have not reached the age of five (5) years by September 1 to be considered for early entrance to kindergarten upon application by the parent/guardian and completion of the comprehensive evaluation described in this policy. Approval for early entrance means the child is eligible to be considered for kindergarten admission; it does not guarantee admission or allow a child to bypass HSA's open enrollment, capacity, resident priority, lottery, or waitlist procedures.

B. HSA will use the following process and procedures to conduct a comprehensive evaluation for early entrance to kindergarten:

- (1) Application and timing.** Parents/guardians seeking early entrance must submit an Early Entrance to Kindergarten Request Form and a kindergarten admissions application. To be considered a timely kindergarten applicant for the lottery, the admissions application must be submitted during HSA's open enrollment period—HSA may set a separate early entrance evaluation deadline, but that deadline will not extend the open enrollment deadline or permit admission outside the admissions and lottery process.
- (2) Comprehensive evaluation.** HSA will evaluate the child in cognitive, social, and emotional developmental domains to help determine the child's ability to meet kindergarten grade expectations and progress to first grade in the subsequent year.
- (3) Required evaluation components.** The comprehensive evaluation will use valid and reliable instrumentation, will be aligned with state kindergarten expectations, and will include a parent report and teacher observations of the child's knowledge, skills, and abilities. HSA may also review early childhood screening results, preschool records, and other information reasonably related to kindergarten readiness, provided the information is not used in a manner inconsistent with HSA's admissions policy or Minnesota law.
- (4) Decision and documentation.** A designated HSA administrator or evaluation team will review the completed evaluation and determine whether the child meets HSA's early entrance criteria. HSA will notify the parent/guardian in writing of the decision and will retain documentation supporting the decision.
- (5) Early childhood screening.** Children considered for early entrance to kindergarten must complete early childhood screening or a legally recognized comparable screening before enrollment, unless an exception applies under law. Early childhood screening does not replace the comprehensive evaluation required for early entrance.
- (6) Policy access and posting.** HSA will make this policy available to parents in an accessible format, will publish it on the HSA website, and will make it available to the commissioner of education upon request. This policy is subject to review by the Minnesota Department of Education.

#### Legal References:

Minn. Stat. § 120A.20 (Admission to Public School)

Minn. Stat. § 124D.02 (School Board Powers; Enrollment)

Minn. Stat. § 124E.11 (Admission Requirements and Enrollment)

Minn. Stat. § 127A.41 (Commissioner of Education Review Authority)

Cross References: HSA Policy 509 Admissions, Enrollment, and Lottery Policy

**5. A school governance, management, and administration plan per Minn. Stat. §124E.10, subdivision 1(a)(5).**

The specific roles of the [Horizon Science Academy Board](#) include:

- 1) Initiate and maintain dialogue with the community served to better understand the ongoing needs. The Board's community outreach strategies and marketing plans include specific actions to inform the community about the school on an on-going basis, establishing the foundation for effective student recruitment, particularly with communities of color and new immigrant groups.
- 2) Engage in strategic planning including setting, and revisiting, the vision, mission, values, goals and the overall design of school so that the needs of children and youth are met.
- 3) Enter a contract with the authorizer that meets the requirements of Minnesota law, the Minnesota Department of Education and the authorizer.
- 4) Assure the school is governed, managed and operates consistent with state and federal law and the contract with the authorizer.
- 5) Set the policies for the school consistent with law and best leadership management and finance practices.
- 6) Employ or contract with individuals or corporations with the competencies to meet the needs of the school/students and evaluate their performance annually.
- 7) Assure that appropriate facilities are arranged for the school and that a lease is negotiated.
- 8) Develop multi-year budget plans consistent with the contract with NEO and projected enrollment and revenue to assure the school meets its goals. The Board By-laws establish a Finance Committee with responsibility for this function. The Committee includes the Board Chair and Treasurer and one additional Director with financial management experience. This Committee organizes the systems needed to ensure fiduciary oversight. The Finance Committee tracks monthly revenues and expenditures and with support from the contracted accounting firm; provides monthly financials that reflect approved budget alignment with income, expenditures, year to date revenue/expenditures, budgeted year to date, anticipated deficit or excess funds by each line item and in summary form.
- 9) Follow best practices for internal controls:
  - Separation of Duties: Duties of bookkeeping, deposits, reporting and internal auditing are divided among staff to ensure against risk of fraud or error;
  - Access Controls: Passwords, lockouts and access logs will be kept which ensure that only authorized persons have access;
  - Physical Audits: Hand-counting of cash and physical assets, tracked in an accounting system and allow for checks upon discrepancy due to errors common to electronic record keeping;
  - Documentation: Standardizing the documentation process for financial transactions, student records, inventory, expenses, billing, etc. will allow for efficient record review and independent audit;
  - Trail Balances: Double entry of daily and weekly balances in accounting systems will add reliability;
  - Reconciliations: Periodically accounting reconciliation will increase likelihood of accurate accounting;

- Approval Authority: Determine the hierarchy of authority for authorization of expenditures and transactions. Certain transactions will always require Board approval (for expenses over a certain amount, for example), while executive director approval will be permitted in accordance with established delegations of authority. All expenditure of school funds will require strict documentation, in either print or e-document form.
- Review the performance of the school on select items quarterly and perform an annual review of the school performance contract with the authorizer and make modifications accordingly.

The board of directors also shall decide and is responsible for policy matters related to operating the school, including budgeting, curriculum programming, personnel, and operating procedures.

The board shall adopt a nepotism policy.

The board shall be responsible for decision making and adopt personnel evaluation policies and practices that, at a minimum:

- (1) carry out the school's mission and goals;
- (2) evaluate how charter contract goals and commitments are executed;
- (3) evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals;
- (4) establish a teacher evaluation process under section 124E.03, subdivision 2, paragraph (h); and
- (5) provide professional development related to the individual's job responsibilities.

The roles of management include:

**School Leadership:** An Executive Director provides oversight of all aspects of school operations and works in a collaborative manner with the Board and teachers as Horizon Academy is a “teacher-powered school” with a shared decision-making model and distributed leadership.

**Lead Teachers** will be empowered to make decisions relating to curriculum and instruction. The Executive Director oversees the hiring and performance of the lead teachers manages the processes of the school and makes decisions consistent with the directions of the Board.

**Literacy Coach:** This will be a contracted position to ensure the school implements a high-quality, research-based literacy plan and program.

**Community Outreach:** The Board intends to hire a Community Outreach coordinator as its first appointee. This step is crucial to strengthen the community partnerships already in place, and to build new relationships with other key groups (communities of color; immigrant/ethnic groups; faith communities; area day care and early learning providers; parents and families. This outreach is essential to establish a foundational level of awareness and trust that is the predicate to successful execution of the school’s enrollment management plan, and to the effective communication of Horizon’s distinctive mission, vision and values.

Office Manager: Full-time, responsible for all budgeting, accounting and information management duties, including MARSS and STARS. Manages the office and is responsible for day-to-day operations and a safe, secure learning and work environment for all members of the Horizon community.

- 6. Signed agreements from charter school board members to comply with the federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools, per Minn. Stat. §124E.10, subdivision 1(a)(6).**

# Neon Education Opportunities

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## OATH OF OFFICE

Being a member of the governing board of a charter school carries a legal and moral responsibility. This responsibility is based on the trust of the community - that those who accept the mantle of governance will ensure the survival, growth and success of the school.

Board members are trustees, not just of the assets of the school, but also of the expectations, hopes and dreams of the school community - students, parents and staff. Charter school board members are also trustees for the citizens of Minnesota, responsible for the common good and public funds.

This signed agreement affirms my commitment as a member of a Charter School board that I will comply with all federal and state rules and laws governing organizational, programmatic, and financial requirements applicable to charter schools even if that means actively researching current state and/or federal rules, laws and other requirements. I understand that I may be held liable if our school does not comply.

Sheryl Laska  
signature

Sheryl Laska  
Print name

Community Member  
Seat (Parent, Community Member, Teacher)

2022  
Date seated

\_\_\_\_\_  
Date term of seat expires

Reviewer Note: The term end date is intentionally left blank because this is an initial board member serving before the school has transitioned to an ongoing elected board under Minn. Stat. § 124E.07. Once the school transitions to the ongoing board structure and members are elected under the bylaws, term start and end dates will be reflected in alignment with the bylaws and board roster.

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# Novation Education Opportunities

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Signature

  
Print name

  
Seat (Parent, Community Member, Teacher)

  
Date seated

\_\_\_\_\_  
Date term of seat expires

**Reviewer Note:** The term end date is intentionally left blank because this is an initial board member serving before the school has transitioned to an ongoing elected board under Minn. Stat. § 124E.07. Once the school transitions to the ongoing board structure and members are elected under the bylaws, term start and end dates will be reflected in alignment with the bylaws and board roster.



## Novation Education Opportunities

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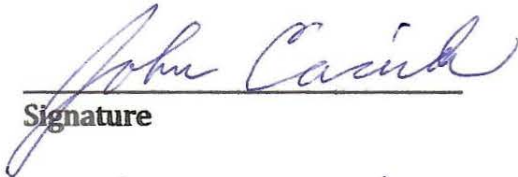
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Signature

John Cacich

Print name

Community Member

Seat (Parent, Community Member, Teacher)

2018

Date seated

Date term of seat expires

Reviewer Note: The term end date is intentionally left blank because this is an initial board member serving before the school has transitioned to an ongoing elected board under Minn. Stat. § 124E.07. Once the school transitions to the ongoing board structure and members are elected under the bylaws, term start and end dates will be reflected in alignment with the bylaws and board roster.

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**7. The criteria, processes, and procedures the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance, consistent with subdivision 3, paragraphs (a) and (b), per Minn. Stat. §124E.10, subdivision 1(a)(7).**

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 and/or due to extenuating circumstances. 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.

**Operations/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 Board Meeting Observation Form.
- NEO will collect and review official school records including board meeting minutes and policy revisions and verify compliance using the Operations Monitoring and Evaluation Report for the purpose of monitoring and evaluating compliance, and to provide feedback for continuous improvement.
- NEO will conduct an annual site visit to verify compliance with the items identified in the Operations Monitoring and Evaluation Report, which may be revised depending on areas of compliance that must be verified because of complaints or concerns.
- NEO will review school compliance with required state and NEO 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 and the NEO Finance Award 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 utilizing the Operations Monitoring and Evaluation Report, 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 plan for visiting the school with minimal disruption of its operations.

At least two weeks prior to the formal site visit, NEO will update the Performance Framework and provide the Operations Monitoring and Evaluation Report Template to the school leadership and board chair.

School administration will then have two weeks to review the Performance Framework, with the opportunity to comment on each area. NEO will resolve any discrepancies in information with the school at the formal site visit. The review of the status of the Performance Framework will provide the school leadership, board and NEO, feedback on school progress toward meeting the authorizer-school contract terms including the Performance Framework standards and targets. NEO will also complete the Operations Monitoring and Evaluation Report at the formal site visit.

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 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 (**Comprehensive Achievement and Civic Readiness**) 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 as available 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:

For a satisfactory rating, the percent of students meeting enrollment criteria who meet or exceed standards (score grade-level proficient) will exceed the state for the All, English Learner, Special Education and Free/Reduced Meal student focus groups where data is available and/or demonstrate at least a ten (10) percentage point increase from the baseline results. The baseline results are determined by the results of the prior term.

For a satisfactory rating, the percent of students meeting enrollment criteria who meet or exceed standards (score grade-level proficient) will exceed the resident district for the All, English Learner, Special Education and Free/Reduced Meal student focus groups where data is available.

The resident district is defined as the district in which the greatest percent of students enrolled reside. The Contract Renewal Framework may also include additional academic performance measures that the school and authorizer mutually agree to include.

#### Clear Climate, Operations, 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, Operations, 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 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, Operations, and Financial Performance because the primary purpose of the mission driven school is to **improve the learning, achievement and success of all students**. At the beginning of the contract term the weightings are finalized and cannot be revised during the contract renewal evaluation year.

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 identify the rules for the calculations in the Performance Framework with specifications for example, for collecting, calculating, 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 Location and 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 area of 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 provide a clear justification for the revision as it relates to one of the reasons previously noted.

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, Operations, Finance) to be automatically recommended for a three-year contract renewal and at least an Exemplary Rating (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.

#### 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, Operations, Finance) must provide a Continuous Improvement Plan to NEO that addresses the specific indicators 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. For contract renewal, the formal written performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 3, per Minn. Stat. §124E.10, subdivision 1(a)(8).**

This element does not apply to new school contracts.

**9. Types and amounts of insurance liability coverage the charter school must obtain, consistent with Minn. Stat. §124E.03, subdivision 2(d), per Minn. Stat. §124E.10, subdivision 1(a)(9). Minn. Stat. §124E.03, subdivision 2(d) notes that a charter school is a district for the purposes of tort liability under chapter 466. Chapter 466.04 details the specific required insurance amounts.**

See Contract Section 6 Operating Requirements Subsection 6.14. Insurance.

**10. Consistent with Minn. Stat. §124E.09, paragraph (d), a provision to indemnify and hold harmless from any suit, claim, or liability arising from any charter school operation: 1) the authorizer and its officers, agents, and employees; and 2) notwithstanding 3.736, the commissioner and department officers, agents, and employees; per Minn. Stat. §124E.10, subdivision 1(a)(10).**

See Contract Section 6 Operating Requirements Subsection 6.15. Assumption of Liability.

**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 Minn. Stat. §124E.10, subdivision 1(a)(11).**

Effective date: October 15, 2019 (preoperational - 2019-2026)

Expiration date: June 30, 2031 (five years of operation - 2026-2031)

**12. How the charter school board of directors or the charter school operators will provide special instruction and services for children with a disability under Minn. Stat. §§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 Minn. Stat. §124E.10, subdivision 1(a)(12).**

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 guided by the Individualized Education Program (IEP), which results in a comprehensive plan addressing needs specific to 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:
  - o Special education information in marketing materials, on the school's web site, and in brochures
  - o Information requested on Transfer of Records request.
  - o Examination of records of incoming students.
  - o Parental Request for evaluation.
  - o A child study team will monitor and research the needs of any child suggested for assessment, service and/or other help.
  - o 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:**

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 of all students under the primary purpose of Minn. Stat.§124E.01, subdivision 1, as the most important factor in determining whether to renew the contract, per Minn. Stat.§124E.10, subdivision 1(a)(13).**

The primary purpose of **Horizon Science Academy** is to **the learning, achievement, and success of all students**. 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 52 points out of 86 points possible (60.5%) of the total Performance Framework points possible. Because the majority of points possible are based on Academic Performance Indicators, performance under the primary purpose of **improving the learning, achievement, and success of all students** 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.

School 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, Operations, 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. A three-year term may be extended based on the extenuating circumstances.

**14. The additional purposes under Minn. Stat. §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 Minn. Stat. §124E.10, subdivision 1(a)(14).**

The additional purposes of **Horizon Science** Academy are:

1. Increase **quality** learning opportunities for all pupils both through an evidence-based literacy curriculum as well as through the values-based emphasis;
2. Encourage the use of different and innovative teaching methods with the school's literacy and behavior scope and sequence from Early Learning through grade 5 using a multi-tiered system of Student Support (MTSS);
3. Create different and innovate forms of measuring outcomes in addition to the state testing;
4. Establish new forms of accountability that are specifically aligned with the vision, mission, values and goals of the school; and
5. Create new professional opportunities for teachers designed around the teacher-powered school model.

The Climate Performance Indicators are worth 10 of the total Performance Framework points possible (11.6%), the Governance Performance Indicators are worth 10 (11.6%), and the Finance Performance Indicators are worth 14 (16.3%). These indicators measure student attendance, parent satisfaction, student retention, legal compliance and fiscal health.

NEO and STEAM Academy 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.

School 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, Operations, 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. A three-year term may be extended based on the extenuating circumstances.

15. Per Minn. Stat. §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 Minn. Stat. §124E.03, subdivision 5, paragraph (b), to the student's resident school district; and (4) 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
<b>Students and Families</b>				
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. Provide sufficient information and assistance enabling students to enroll in another school.	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
<p>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, 5) assessments/testing data, 6) credits earned, 7) MARSS numbers, and all other student records.</p> <p>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.</p>	School			
<b>Staff</b>				
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
<b>Financial and Legal</b>				
<b>Create a closure cost budget and provide it to NEO.</b> Based on the budget, create a segregated account to cover closure costs. Segregate by School Board resolution in the separate checking account <b>at least</b> \$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
<p>Examine contracts with vendors and arrange for their termination – seek to fulfill contractual requirements to the greatest extent possible given the School's resources.</p> <p>If the local education agency (LEA) contracts with an outside vendor to complete fiscal work specify how financial information will be accessed until dissolution.</p> <p>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.</p>	School			
<p>Ensure safe-keeping of the School's physical assets, financial assets, and the facility during the shutdown process.</p> <p>Auction/sell assets in a manner that avoids conflicts of interests.</p> <p>Protect assets against theft, misappropriation and deterioration.</p> <p>Maintain insurance as until final dissolution.</p> <p>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.</p>	School			
<p>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.</p> <p>Debtors include persons who owe the School fees or credits and any person holding property of the School.</p>	School			
<p>The School must reconcile its billings and payments with the districts, including special education payments.</p>	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Provide for disposal of the School's assets according to Minnesota Chapter 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. §124E.	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
<b>Notifications and Miscellaneous</b>				
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
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, 4) 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.	School			
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.	School			

**16. The agreed-upon fee structure the authorizer will annually assess the school, per Minn. Stat. §124E.10, subdivision 3(b).**

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

**17. The 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. This section is not applicable for the initial charter contract.

**18. The Charter School Board membership roster.**

See the following page.

Horizon Science Academy St. Paul Board Roster

Name	E-mail	Position (Chair, Vice Chair, Secretary, Treasurer)	Seat (Parent, Community Member, Teacher with File Folder #)	Term Start and Term End Dates (Notes)
Anne Weyandt	afweyandt@stkate.edu	Chair	Community Member	Seated 2018 (Still an initial board)
Sheryl A. Laska	sherilaska27@gmail.com	Member	Teacher #294842 Expires 2026	Seated 2022 (Still an initial board)
John Cacich	jcacich@gmail.com	Vice Chair/Treasurer	Community Member	Seated 2018 (Still an initial board)
Mary Tacheny	tachenymary@gmail.com	Member (Chair of Education Committee)	Community Member	Seated 2018 (Still an initial board)
Open Seat		Member	Parent	<i>Team is actively recruiting for unfilled seat</i>

**19. Copy of School's Certificate of Incorporation or Good Standing issued by the Minnesota Secretary of State's Office.**

**Office of the Minnesota Secretary of State  
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Horizon Science Academy- St. Paul  
Date Filed: 06/28/2018  
File Number: 1022733300030  
Minnesota Statutes, Chapter: 317A  
Home Jurisdiction: Minnesota

This certificate has been issued on: 06/20/2026



*Steve Simon*

Steve Simon  
Secretary of State  
State of Minnesota

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



**Work Item 1022733300030**  
**Original File Number 1022733300030**

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED  
06/28/2018 11:59 PM

*Steve Simon*

Steve Simon  
Secretary of State

**ARTICLES OF INCORPORATION  
OF  
ENLIGHTEN ACADEMY CHARTER SCHOOL**

The undersigned, for the purpose of forming a corporation under and pursuant to the provisions of Chapter 317 A of the Minnesota Statutes, known as the Minnesota Nonprofit Corporation Act, does hereby adopt the following Articles of Incorporation.

**ARTICLE I - NAME**

The name of this incorporated association shall be Enlighten Academy Charter School.

**ARTICLE II – PURPOSE**

This corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended.

The purpose of this corporation is to implement and operate a charter public school pursuant to the Minnesota Statutes Section 124 E. et seq.

**ARTICLE III – EXEMPTION REQUIREMENTS**

The following shall operate as conditions restricting the operations and activities of the corporation:

1. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers or other persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.
2. No substantial part of the activities of the corporation shall constitute lobbying or otherwise attempting to influence legislation or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Notwithstanding any other provisions of this document, the corporation shall not carry on any other activity not permitted to be carried on by any organization exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code or corresponding section of any future tax code, or by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code.

## **ARTICLE IV – MEMBERSHIP/BOARD OF DIRECTORS**

This corporation shall have no members.

The management of the affairs of the corporation shall be vested in a Board of Directors, as defined by the Bylaws of the corporation. No Director shall have any right, title or interest in or to any property of the corporation. The powers, authorities and duties of the Board of Directors, the time and place of its meetings, and all matters concerning the Board, subject to the provisions of applicable law and the other provisions of these articles, shall be prescribed in the Bylaws of the corporation.

The number of Directors of the corporation constituting the Initial Board as that term is defined in Minnesota Charter Law at section 124E.07 subd 1 shall be at least five but no more than 11 members.

## **ARTICLE V – PERSONAL LIABILITY**

In accordance with, and to the fullest extent permitted by Minnesota Charter Law which holds board members individually liable to the charter school for any damage caused by any violation of conflict-of-interest provisions of the Law, no officer or director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the officers or directors be subject to the payment of the debts or obligations of this corporation.

## **ARTICLE VI – DURATION/DISSOLUTION**

The period of duration of this corporation's corporate existence shall be perpetual until dissolution.

This corporation may be dissolved in accordance with the laws of the State of Minnesota. Upon dissolution of this corporation, unless any surplus property remaining after the payment of its debts is required by applicable law to be disposed of in accordance with the directives of the Minnesota Department of Education, any surplus property remaining after the payment of its debts shall be disposed by transfer to one or more other corporations, associations, institutions, trusts, or foundations organized and operated exclusively for one or more of the purposes of this corporation and described in Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended, or corresponding section of any future federal tax code, or to the State of Minnesota or any political subdivision or agency thereof for exclusively public purposes, in such proportions as the board of directors of this corporation shall determine. Notwithstanding any provision herein to the contrary, nothing herein shall be construed to affect the disposition of the property and assets held by this corporation upon trust or other condition or subject to an executory or special limitation,

and such property upon dissolution of this corporation has been transferred in accordance with the trust condition or limitation imposed with respect to it.

### **ARTICLE VII – REGISTERED OFFICE**

The initial registered office of this corporation shall be at 945 Hazel St. N., St. Paul, MN 55119. From time to time, the Board of Directors may change the location.

The initial registered agent of this corporation is: Anne Weyandt, J.D., Ed.D.

### **ARTICLE VIII – BYLAWS**

Provisions for the regulation of the internal affairs of this corporation, except as provided in these Articles, shall be determined and fixed by the Bylaws of this corporation. The Board of Directors shall adopt initial Bylaws for the governance of the corporation consistent with these Articles and with applicable law. The Board of Directors from time to time may make such other rules and regulations, not inconsistent herewith or with the Bylaws, nor contrary to law, as may be deemed necessary or expedient for the management of its affairs and to carry out the purposes of this corporation.

The Board may change its governance model only if agreed to: (1) by a majority of the Board of Directors; (2) by a majority of the licensed teachers employed by the school including licensed teachers providing instruction under a contract between the school and a cooperative; and (3) with the approval of the authorizer.

### **ARTICLE IX – AMENDMENTS**

These Articles of Incorporation may be amended from time to time in the manner provided by law.

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

# **BYLAWS**

## **HORIZON SCIENCE ACADEMY ST. PAUL**

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ARTICLE VI	DISTRIBUTION OF ASSETS
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## **ARTICLE I NAME AND PURPOSE**

The name of this nonprofit corporation is “Horizon Science Academy St. Paul.” The purposes of this Corporation are as stated in its Articles of Incorporation.

## **ARTICLE II REGISTERED OFFICE LOCATION**

The registered office of the Corporation in the State of Minnesota is as stated in the Articles of Incorporation. The registered office may be, but need not be, identical to the location of the Corporation’s business office.

## **ARTICLE III BOARD OF DIRECTORS**

### **Section 1. General Powers.**

The affairs of the Corporation shall be managed by its Board. Except as limited by the Articles of Incorporation, these Bylaws and Minn. Stat. Section 124E et seq and by any other applicable law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

### **Section 2. Duties.**

The Board shall determine and be responsible for policy matters related to operating the school, curriculum, programming, human resources, budget and operating procedures. The board shall adopt policies and procedures that:

- (a) Carryout the school’s mission and goals;
- (b) Ensure that the provisions of the charter contract with the authorizer are executed;
- (c) Evaluate student achievement, workforce readiness and student engagement goals;
- (d) Establish and monitor a teacher evaluation system consistent with Minnesota law as well as an evaluation system for all employees.
- (e) Provide professional development for all employees related to the individual’s job responsibilities; and,
- (f) Develop a training plan for all Board members consistent with law.
- (g) Adopt and maintain a nepotism policy consistent with Minnesota Statutes, section 124E.07, subdivision 6, including required public posting, waiver, and recusal procedures.

### **Section 3. Number, Tenure and Qualifications.**

- (a) Number. The Board shall consist of at least five and no more than eleven voting members.
- (b) Tenure: Initial Board of Directors. The Initial Board shall be as stated in the Articles of Incorporation and shall include at least one Minnesota licensed teacher. Subject to clause (a) above, the Board may, by a majority vote of the Board members, appoint additional members. When the Initial Board is arranging for the election of the Ongoing Board of Directors, it shall provide for staggered terms of Ongoing Board members.
- (c) Tenure: Ongoing Board of Directors. The Initial Board shall begin the transition to the Ongoing Board of Directors by the end of the first year of operation and complete the transition by the end of the second year of operation, consistent with Minn. Stat. Section 124E.07, subdivision 2. The terms of Board members shall begin on July 1. Terms shall be no less than two years and no more than three years. If the number of Ongoing Board members is to be increased, the Board shall announce the number of seats at least six months prior to the election of those seats.
- (d) Qualifications.
  - (i) Related Parties and Ineligible Individuals Prohibited. The Board membership shall not contain related parties and shall comply with the conflict-of-interest and ineligibility restrictions in Minn. Stat. Section 124E.07, subdivision 3, including the restrictions on contractors, individuals with direct or indirect interests in contracting entities, individuals whose immediate family members are employees of the school, persons affiliated with the authorizer as described by law, and individuals serving on another charter school board at the same time, except as expressly permitted by law.

(ii) Additional Qualifications – Ongoing Board of Directors

A. Consistent with Minn. Stat. Section 124E.07, subdivision 3, the Board membership will adhere to a no-clear-majority governance model for the Ongoing Board of Directors. No membership category shall constitute a majority of the Board. The Ongoing Board of Directors shall include at least one licensed teacher who satisfies Minn. Stat. Section 124E.07, subdivision 3(b); at least one parent or legal guardian of a student enrolled at the school who is not an employee of the school; and at least one interested community member who resides in Minnesota, is not employed by the school, and does not have a child enrolled at the school. No charter school employees shall serve on the Board other than teachers who satisfy Minn. Stat. Section 124E.07, subdivision 3(b).

B. A teacher employed at the school who is also a parent of a student enrolled at the school is eligible for a teacher-designated Board Director position but not a parent-designated Director position. To serve as a licensed teacher on the Board, the individual must be employed by the school or provide at least 720 hours of service under a contract between the school and a teacher cooperative, be a qualified teacher as defined under Minn. Stat. Section 122A.16, and not serve in an administrative or supervisory capacity for more than 240 hours in a school calendar year.

C. A person who fills a community member-designated Board Director position and who, during his/her Board term, becomes employed at the school or becomes a parent of a student enrolled at the school shall be determined ineligible to serve on the Board as of the date of such employment or student enrollment unless elected as a Board member representing teachers or parents.

D. A parent who fills a parent-designated Board Director position and whose child is unenrolled from the school during his/her term shall be deemed ineligible to serve on the Board as of the date of such unenrollment. A parent Board Director may not be an employee of the school.

E. The chief administrator of the school may serve as an ex-officio non-voting Board member at the discretion of the Board. The chief financial officer may not serve as an ex-officio Board member unless otherwise permitted by law.

F. If an individual with a prohibited conflict of interest or other statutory ineligibility under Minn. Stat. Section 124E.07, subdivision 3, serves on the Board, any affected contract is voidable at the option of the commissioner or the Board of Directors of the school, and the Board member is individually liable to the charter school for any damage caused by the violation. A Board member who violates the prohibition on serving on more than one charter school board is ineligible to continue to serve and is ineligible to be elected or appointed to a charter school board for 24 months.

G. All Initial Board members shall have a criminal background check conducted within 60 days of being seated on the Board. Ongoing Board members shall have a criminal background check completed prior to being listed on the ballot for the election. Persons appointed to either the Initial Board or the Ongoing Board to replace a member who has resigned or been removed from the Board shall have a criminal background check within 60 days of appointment. A person convicted of committing a felony shall not be eligible to serve on the Board.

H. Terms for all elected Board members shall be no less than two years and no more than three years. An individual may serve no more than three terms on the Board. Board officers serve one-year officer terms and may be re-elected to officer positions without a term limit.

I. Governance Structure Changes. The Board may change its governance structure only by a majority vote of the Board of Directors, by a majority vote of the licensed teachers employed by the school as teachers who provide instruction to students, including licensed teachers providing instruction under a contract between the school and a cooperative, and with the authorizer's approval. Any change in board governance structure must conform with Minn. Stat. Section 124E.07 and chapter 317A.

**Section 4. Election of Ongoing Board Members.**

The Board shall establish and publish election policies and procedures on the school's website. The Board shall notify eligible voters of the school board election dates and voting procedures at least 30 calendar days before the election and shall post that information on the school's website. The Board shall inform eligible voters of the number of Board positions open, the categories of those Board positions, and how to become a candidate. Candidates for open positions shall file their request with the Board to be a candidate not later than 45 days prior to the election. The Board shall

review each candidate's qualifications and shall list all candidates who meet the qualifications specified in Article III, Section 3(d)(ii) on the ballot. The Board is prohibited from excluding any candidate who is qualified and who has met the filing timeline. The Board shall notify eligible voters of the candidates' names, biographies, and candidate statements at least ten calendar days before the election and shall post that information on the school's website. Elections for the Board of Directors shall be held during the school year and may not be conducted on days when school is closed. Each initial and elected Board member must file a written oath of office with the charter school's authorizer.

#### **Section 5. Eligible voters for Ongoing Board Members.**

Staff members employed at the school, including teachers providing instruction under contract with a cooperative, members of the current Ongoing Board of Directors and all parents or legal guardians of students enrolled at the school as of the date of the election are the voters eligible to elect the members of the board of directors of the school. A parent/legal guardian of a child enrolled at the school who is also employed at the school shall have the right to exercise one vote.

#### **Section 6. Resignation and Removal.**

Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or to the Secretary and shall be effective at the time specified therein, or if no time is specified, at the time of its receipt. The acceptance of such resignation shall not be necessary to make it effective. A director may be removed for cause at any time by a two-thirds majority vote of all remaining directors of the Board. "For cause" may include the director not being eligible as defined in these Bylaws, committing a felony offense, violation of a law deemed by the board as a serious offense,

revocation, suspension, or other loss of a teacher license or qualification by the Professional Educator Licensing and Standards Board or other applicable licensing authority, a conflict of interest as defined in these Bylaws, failure to attend Board meetings on a regular basis, or other such action that conflicts with the behavior expected of a member of a charter board of education.

#### **Section 7. Filling Vacancies.**

Unless otherwise provided by Minn. Stat. Section 317A.227, vacancies on the Board caused by death, disqualification, resignation, disability, removal or such other cause shall be filled by appointment of a new director by the affirmative vote of a majority of the remaining directors. A director filling a vacancy shall hold office until the end of the term of the person s/he is replacing.

#### **Section 8. Compensation.**

Directors shall not receive compensation for their services as a Director but nothing in these Bylaws shall be construed to preclude a teacher Director from serving the Corporation as an employee and receiving compensation thereof. In addition, the directors may be reimbursed for reasonable expenses incurred by them in rendering services to the Corporation, as the Board from time to time determines such services to be directly in furtherance of the purposes and in the best interest of the Corporation.

#### **Section 9. Presence at Meetings.**

Members of the Board may participate in a meeting of the Board or any committee of the Board by means of telephone or similar electronic communications if all of the following conditions are met:

- (a) All Board members, wherever physically located, can hear one another and all discussion and testimony;
- (b) All members or the public at the regular meeting can hear all discussion and testimony and all votes, unless attendance at the regular meeting location is not feasible due to the health pandemic or emergency declaration;
- (c) At least one Board member, legal counsel or chief administrator is physically present at the regular meeting location unless unfeasible due to a health pandemic or emergency declaration.
- (d) All votes are conducted by roll call so that each Board member's vote on each issue can be identified and recorded.
- (e) Board members who believe they may have a potential conflict of interest with any pending vote of the Board must disclose that potential conflict of interest prior to engaging in any discussion of the matter at hand, or the voting itself. A Board member who abstains from a vote must disclose to Board the reason for the abstention.
- (f) All Board Members must complete a Conflict of Interest Disclosure Form annually.

## **Section 10. Committees of the Board.**

The Board of Directors may, by resolution passed by a majority of a quorum of the Board, designate, define authority of, set the number and determine the identify of members of those committees. Committee members need not be members of the Board of Directors but the chair of each committee shall be a member of the Board.

- (a) Authority of Committees. All committees shall make recommendations to the Board. No committee shall have the authority to act on behalf of the Board.
- (b) Procedures for Conducting Committee Meetings. The activities of all committees of the Corporation shall be conducted in such a manner as will advance the interest of the Corporation. Each committee shall fix its own rules of procedure and other regulations which shall be consistent with the Articles of Incorporation and these Bylaws. The Board Chair shall be an ex-officio non-voting member of all committees unless the Chair serves as a member of the committee.
- (c) Limitation on Authority of Committees. Each committee shall be under the direction and control of the Board and shall keep minutes of its proceedings and all such actions of each committee shall be reported to the Board and shall be subject to approval or rejection by the Board.
- (d) Notice and Minutes of Committee Meetings. Notice of all meetings of Board committees shall be afforded consistent with these Bylaws and applicable law. Minutes of each committee meeting shall be maintained. Minutes of committees having Board-delegated authority shall be published and maintained on the school's official website consistent with Article V, Section 8 of these Bylaws and Minn. Stat. Section 124E.07, subdivision 8.
- (e) Committee Establishment. The Board may establish committees by a majority vote of the Board.
- (f) Standing committees of the Board shall include: Audit, Finance, and Academic. The Finance and Academic Committees shall have at least three members; the Audit Committee shall have two members. No Board member may serve on more than two committees at one time. The Finance Committee shall meet regularly and include at least one member of the Board. The Finance Committee shall review and provide recommendations to the Board on matters related to financial health and best practices, including but not limited to financial strategy, enrollment tracking, budgeting and planning, internal controls and compliance, revenue generation, financial conflicts of interest, audits and financial reporting, regular finance statements and transactions, and authorizer finance-related requirements in the charter contract.

## **Section 11. Board training.**

Every charter school Board member and every nonvoting ex-officio member who is a charter school director or chief administrator must attend board training. Prior to beginning their term, each new Board member must complete training on a charter school board's role and responsibilities, open meeting law, and data practices law. An ex-officio member who is a charter school director or chief administrator must complete this training within three months of starting employment at the school. A new Board member must complete training on employment policies and practices under chapter 181, public school funding and financial management, and the Board's roles and responsibilities regarding student success, achievement, and performance within 12 months of being seated or the individual is automatically ineligible to continue to serve as a Board member and is ineligible to be elected or appointed to a charter school board for 18 months. Every Board member must complete annual training throughout the member's term based on an annual assessment of the training needs of individual members and the full Board. The training provider must certify each individual's completion of required training. The school shall include in its annual report the training each Board member completed during the previous year and the results of the annual assessment of the Board's performance.

# **ARTICLE IV OFFICERS OF THE BOARD**

## **Section 1. Number and Election**

- (a) Number of Officers. The officers of this Corporation shall consist of a Chair, Vice Chair, Secretary and Treasurer.
- (b) Election of Officers and Term
  - (i) Initial Board. The officers of the Initial Board shall be elected by a majority vote of the board, which officers shall retain such officers, or until such director's end of term, resignation, disqualification or removal.

(ii) Ongoing Board. The officers of the Corporation shall be elected by the Board at the Annual Meeting. Board officers serve for one year and may be re-elected without term-limits.

**Section 2. Vacancies.**

A vacancy in any office of this Corporation occurring by any reason shall be elected by a majority vote of the Board for the remaining unexpired term.

**Section 3. Chair.**

The Board Chair shall:

- (a) Exercise the functions of the office of Chair of the Corporation;
- (b) Develop the agenda for each meeting;
- (c) Preside at all meetings of the Board;
- (d) Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation as directed by the Board;
- (e) Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature otherwise directed by the Board;
- (f) Have the general powers and duties usually vested in the office of the Chair and;
- (g) Have such other powers and perform such other duties as are prescribed by Minn. Stat. Section 317A.305 and as the Board may from time to time prescribe.

**Section 4. Vice Chair.**

The Board Vice Chair shall:

- (a) Assume the duties of the Board Chair when the Chair is unable to serve the function of the Chair for any meeting or Board duty.

**Section 5. Secretary.**

The Secretary shall provide direction for the keeping of legal documents and shall:

- (a) Certify and keep at the office of the Corporation the current Bylaws and Board approved policies;
- (b) Keep at the office of the Corporation a book of minutes of all meetings of the Board and of its Committees;
- (c) Present for approval by the Board copies of the minutes of meetings of the Board.
- (d) Ensure that all meeting notices are duly given in accordance with the provisions of the Bylaws or as required by law;
- (e) Serve as the general protocol officer of the Board, ensuring that all procedural requirements are followed legally and ethically; and,
- (f) Perform such other duties as may be prescribed by the Board of Directors.

**Section 6. Treasurer.**

The Treasurer shall facilitate the Board's financial oversight responsibilities and shall:

- (a) Provide direction for the oversight of the school's record keeping and accounting policies;
- (b) Ensure the presentation of timely and meaningful financial reports to the Board;
- (c) Ensure the development of the annual budget and its submission to the Board for its approval;
- (d) Oversee development and board review of financial policies and procedures;
- (e) Lead the board in assuring compliance with federal, state and other financial reporting requirements;
- (f) Present the recommendations of the Audit Committee to the Board for their approval; and,
- (g) Perform such other duties and have such other powers as may from time to time be prescribed by the Board.

**Section 7. Management and Administrative Employees.**

The Corporation may have such management and administrative employees as the Board of Directors deems necessary. Such employees shall: 1) be appointed in a manner, 2) have their duties and responsibilities; and 3) hold their positions for the time, prescribed by the Board of Directors.

**Section 8. Teachers.**

The Corporation shall only employ teachers who hold a current license or permission issued by the Professional Educator Licensing and Standards Board or other lawful authority permitting them to teach in the field in which they have been assigned. The Corporation may contract with a cooperative for teachers needed at the school.

**Section 9. Compensation.**

The employees of the Corporation may be paid such reasonable compensation, if any, for their services rendered to the Corporation in such a capacity, and may be reimbursed for reasonable out-of-pocket expenses, as the Board of Directors from time to time determines to be directly in furtherance of the purposes and in the best interests of the Corporation.

**Section 10. Bond.**

The Board shall from time to time determine which, if any, of the officers, agents or employees of this Corporation shall be bonded and the amount of each bond.

**Section 11. Removal of Officer.**

An officer may be removed at any time, with or without cause, by the vote of a majority of a quorum of the Board of Directors at any regular meeting or at a special meeting called for the purpose of removal of an officer.

**Section 12. Resignation.**

Any officer may resign at any time. Such resignation shall be made in writing to the Chair of the Corporation and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Chair. The acceptance of a resignation shall not be necessary to make it effective.

**ARTICLE V  
MEETINGS OF THE BOARD**

**Section 1. Annual Meeting.**

The annual meeting of the Board of Directors of the Corporation shall take place in May of each year or as designated by the Board. Notice of the annual meeting of the Corporation shall be by official posting on the school website and posting at the school. Such notice shall contain the date, time and location of the meeting.

**Section 2. Regular Meetings.**

Regular meetings of the Board shall be held monthly on dates to be set by the Board at its Annual Meeting. The dates, times and location of all such meetings shall be posted on the school website and posted at the school.

**Section 3. Special Meetings.**

- (a) Special meetings of the Board may be call at any time, for any purpose, by the Board Chair or at least two Directors. The dates, times and location of meetings as well as the purpose of the Special Meeting shall be posted on the school website and at the school at least three days prior to the meeting.
- (b) The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings with the School office. This notice shall be posted and mailed, emailed, texted or otherwise delivered at least three days before the date of the special meeting. The notice shall be accompanied by an agenda which shall specifically state the purpose of the special meeting.

**Section 4. Emergency Meetings**

- (a) An emergency meeting may be called because of circumstances that, in the judgement of the Board, require immediate consideration by the Board. Under such circumstances, the cause must be clearly identified in the agenda, and notification must be given to all members.
- (b) Notice of the emergency meeting shall be given by telephone or by any other method used to notify the general public. Posted or published notice of an emergency meeting is not required.
- (c) For an emergency meeting, the Board shall make good faith efforts to provide notice of the meeting to community groups, public agencies, news media, or other interested parties have filed a written request for notice if the request includes the agency's telephone number. Such notice shall be provided as soon as reasonably practicable after notice has been provided to the members of the school.

**Section 5. Quorum and Adjourned Meeting.**

A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, a quorum is not present at any such meeting, the director or directors present at the meeting shall have the power to adjourn the meeting without notice other than an announcement at the meeting. The existence of a quorum is determined when the Chairperson or designee calls a meeting is to order. No motion or resolution may be adopted without a quorum.

**Section 6. Voting.**

The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the Board.

**Section 7. Open Meeting Law.**

All Board of Directors meetings and committee meetings of the Board of Directors and notice of all meetings shall comply with the Open Meeting Law as provided for in Minnesota Statutes at Chapter 13D.

**Section 8. Information posted.**

The Board shall develop and maintain an official website. On the website, the Board shall post draft agendas of meetings of the Board; the meeting minutes of the Board of Directors and of members and committees having Board-delegated authority within 30 days following the earlier of the date of Board approval or the next regularly scheduled meeting, and for at least 365 days from the date of publication; directory information for the Board of Directors and for the members of committees having Board-delegated authority; and identification and contact information for the school authorizer. The school must include identifying and contact information of the school authorizer in other school materials and reports it makes available to the public.

**Section 9.**

When deemed necessary by the Board Chair, the Board may be called into sessions as a Committee Of the Whole by a majority vote of the Board.

**ARTICLE VI  
DISTRIBUTION OF ASSETS**

**Section 1. Right to Cease Operations and Distribute Assets.**

By a two-thirds majority vote of the Directors, the Board may resolve that the Corporation cease operations and voluntarily dissolve, subject to the charter contract, Minnesota Statutes, chapter 317A, and applicable charter school law. Such resolution shall set forth the proposed dissolution and direct designated officers of the Corporation to perform all acts necessary to effect dissolution. Prior to any vote to dissolve the Corporation, the Authorizer must be notified in writing 45 days prior to the vote. Written notice as required by the Bylaws shall state that the purpose of the meeting shall be to vote upon the dissolution of the Corporation. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

**Section 2. Cessation and Distribution.**

When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause the Corporation to discontinue all the Corporation's assets to other entities in accordance with Minn. Stat. Section 317A.735 and in accordance with the Articles of Incorporation and the contract with the Board's authorizer. Notice of intent to dissolve shall be filed with the Secretary of State pursuant to Minn. Stat. Section 317A.723.

**ARTICLE VII  
INDEMNIFICATION**

**Section 1. Indemnification.**

Each director, officer and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation in any capacity as a director, officer, partner, trustee, employee, representative or agent of another organization or employee benefit or any other such individuals shall be indemnified by the

Corporation in accordance with the contract with the authorizer and if not prohibited by that contract with Minn. Stat. Section 317A.521 and in accordance with, and to the fullest extent permitted by Minnesota Charter Law which holds board members individually liable to the charter school for any damage caused by any violation of conflict-of-interest provisions of the law. The Corporation shall not be obligated to indemnify any other person or entity except to the extent such obligation to indemnify any other person or entity except to the extent such obligation shall be specifically approved by the Board of Directors. The Board or its designee shall have the power to advance such persons expenses incurred in defending any such proceeding to the maximum extent permitted by law. This Section is and shall be for the sole benefit of the individuals designated herein.

#### **Section 2. Insurance.**

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

## **ARTICLE VIII FINANCIAL MANAGEMENT**

#### **Section 1. Contracts.**

The Board may authorize any officer or officers or agents of the corporation to sign any contract or execute and deliver any instrument in the name and on behalf of the Corporation. All contracts shall be reviewed for final approval by the Board if so requested by the Board. Unless so authorized by the Board or these Bylaws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it financially liable for any purpose or to any amount.

#### **Section 2. Financial Management.**

The Board, through its Finance Committee, is responsible for develop appropriate financial management policies for the Corporation that guide all budgeting, procurement and payment activities, and for assuring the routine oversight of these activities, in accordance with these Bylaws, applicable law, and established financial practices.

#### **Section 3. Budgets.**

The annual budget including estimated revenue and expenditures shall be approved by the Board consistent with the timelines required by law. The school shall not deviate in any material respect from the annual budget approved by the Board unless consent to such deviation is granted by the Board.

#### **Section 4. Loans and Pledges.**

No loans shall be contracted nor pledges or guarantees given on behalf of the Corporation unless specifically authorized by the Board.

#### **Section 5. Authorized Signatures.**

All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such person or persons and in such manner as determined by the Board or these Bylaws.

#### **Section 6. Deposits.**

All funds of the Corporation shall be deposited to the credit of the Corporation in such banks or other depositories as the Board may so designate and shall be disbursed under such general rules as the Board may determine.

#### **Section 7. Corporate Seal.**

The Corporation shall not have a corporate seal.

#### **Section 8. Documents Kept at Registered Office.**

The Board shall cause to be kept at the registered office of this Corporation original or copies of:

- (a) Approved minutes and records of all proceedings of the Board of Directors and all committees;
- (b) Records of all votes and actions of the members;

- (c) All financial statements of this Corporation; and,
- (d) Articles of Incorporation and Bylaws of this Corporation and all amendments and restatements thereof.

**Section 9. Accounting System and Audit**

- (a) The Board shall cause to be established and maintained, in accordance with generally accepted accounting practices for a charter public school the financial accounting provisions as required by law.
- (b) The Board shall contract with an individual or corporation to annually audit the books of the Corporation. Audits may also be initiated by the Board whenever it deems necessary. An initial audit shall be conducted no later than 18 months after Horizon Science Academy St. Paul enrolls its first class. Audits shall be conducted in compliance with law.
- (C) All payments from the Horizon Science Academy St. Paul account must be authorized by the Board or made pursuant to a Board-approved policy and applicable law.
  - 1. The Treasurer shall report to the Board at its next scheduled meeting any invoices, expenses, or any other proposed reimbursement or expenditures from the Account.
  - 2. The Treasurer shall make available to Board members a copy or receipt or invoice prior to approving the expense whether at a regularly scheduled or special Board meeting.
  - 3. A motion from the Treasurer or another Board member must receive a second.
  - 4. Each motion to approve a payment by the Treasurer must be considered separately.
  - 5. A motion to approve a payment must be approved by a two-thirds vote of the Board members present and constituting a quorum.
  - 6. When an expedited payment requiring Board approval is necessary, the Chair may call a properly noticed special meeting, or other meeting permitted by law, so that any required Board action occurs in a meeting that complies with the Minnesota Open Meeting Law. No Board motion, vote, or approval of payment may occur by e-mail outside a properly noticed meeting.

**ARTICLE IX  
AMENDMENTS TO BYLAWS**

**Section 1. Amendments.**

The Bylaws may be amended, altered or repealed and new Bylaws adopted upon proper notice specifying the language of the amendment and a majority vote of the Board of Directors, a majority vote of the licensed teachers at the school and the authorizer of the school. No change in Bylaws may be considered without at least 30 days written notice to Board members. Amendments to the Bylaws will not considered unless specified in the published agenda prior to the meeting.

Amendments changing the Board governance structure must also comply with Article III, Section 3(d)(ii)(I) of these Bylaws and Minn. Stat. Section 124E.07, subdivision 4.

Approved 6/28/18  
Amended 9/24/19  
Amended 6/23/26



Ann Weyandt, Horizon Science Academy St. Paul Board Chair

## **22. NEO Policy for Schools Contracting with a Service Provider (Education Management Organization or Charter Management Organization) if applicable.**

### School Agrees to Meet the Conditions Set Forth in the Following Policy

As the entities responsible to the public for overseeing the performance of charter schools (“Charter School”), authorizers must hold charter school boards accountable for ensuring a quality education at the schools they govern.

If a school relies on an external service provider (“Service Provider”) to implement key terms of the charter between the authorizer and the school, the Service Provider’s effectiveness is critical to the school’s ability to perform as described in the charter.

Thus, it is essential for authorizers to adequately review and oversee a school’s relationship with its Service Provider.

NEO requires schools that propose working with an External Service Provider, including a charter management organization and education management organization (each, a “Service Provider”) to address the following.

### Comprehensive Management Services

In the event a Charter School intends to enter into a contract with a Service Provider (“Service Contract”) including with a Charter Management Organization or Education Management Organization, all of the following requirements must be met by the Charter School:

- The Service Contract shall set forth the primacy of the Contract with NEO over the Service Contract, and the Service Contract shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter Contract.
- The Charter School governing board contracting with a Service Provider shall retain independent legal counsel to represent the Charter School in contract negotiations as well as throughout its relationship with a Service Provider.
- The Charter School governing board contracting with a Service Provider shall retain independent audit and financial services to represent the Charter School in budgeting as well as financial reporting throughout its relationship with a Service Provider.
- NEO shall be provided and review and reserve the right to comment on the proposed Service Contract at least 30 days before it is executed.
- NEO shall be provided for review and reserve the right to comment all material Service Contract amendments as well as new or renewed Service Contracts at least 30 days before they are approved by the charter school board.

- The Service Contract, new or renewed, and all material contract amendments shall be submitted to NEO no later than thirty (30) days prior to the effective date. If NEO determines that the Service Contract does not comply with the NEO required provisions set forth below, or that entering into the Service Contract would otherwise be a violation of the conditions set forth below, the Charter School Agreement, or the Charter School Law, then NEO shall notify the Charter School within twenty (20) days, stating with particularity the grounds for its objections. In such event, the Charter School shall not enter into the Service Contract unless and until the deficiencies noted by NEO have been remedied to NEO's reasonable satisfaction.

### Required Service Management Organization Contract Provisions

Generally, the draft Service Contract should clearly and specifically define the Service Provider's proposed role and responsibilities, payment structure, property ownership, methods for performance evaluation, and termination and renewal procedures, including in the event of School closure.

Roles and Responsibilities: allocation of responsibilities between the parties in areas such as financial management; personnel including who has the responsibility of hiring and firing; charter performance and compliance; educational, operational and policy decision-making; requirements to attend board meetings and community events; and any areas where the governing board has non-delegable legal responsibilities (e.g., adopting an annual budget).

A description and terms of the services to be provided during the term of the contract.

Contract Duration not to exceed five years, Renewal and Termination: assurance that a governing board has the right and ability, if necessary, to terminate a contract in a timely manner if it is in the school's interest with contracts with a termination right.

Notice that a charter school closure during the term of the contract by action of the authorizer or the school's board results in the balance of the current contract becoming null and void.

An annual statement of assurance to the charter school board that the CMO or EMO provided no compensation or gifts to any charter school board member, staff member, or agent of the charter school.

An annual statement of assurance that no charter school board member, employee, contractor, or agent of the CMO or EMO or any affiliated organization is a board member of the charter school or any other charter school.

Performance Oversight and Evaluation: description of clear methods and standards that will guide the governing board in overseeing and evaluating the Service Provider; and provide for a right to terminate by the Charter School on no less than thirty (30) days' notice if those standards are not met; The Service Contract shall require that the Service Provider furnish the Charter School with all information deemed necessary by the Charter School or the Board for the proper completion of the budget, quarterly reports, or Financial Audits, required under Section 6 of the Charter School Agreement.

- The Service Contract shall provide that all financial reports provided or prepared by the Service Provider shall be presented in a nonprofit format approved by the Charter School as meeting requirements in the state.
- The Service Contract shall provide that all employees or contractors of the Service Provider who have direct, daily contact with students of the Charter School shall be subject to the criminal background check requirements contained the Education Code to the same extent as employees of the Charter School.
- The Service Contract shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source, including but not limited to the Federal Charter School Program (CSP) grant.

Compensation and Finances: Identification of how and how much a Service Provider will be compensated for its services, and what role a management service provider will play in developing budgets and managing finances.

The total dollar value of the contract including the annual projected costs of services.

Budget. The annual budget prepared by the Charter School shall include, without limitation, the following itemized information:

- All revenue anticipated by the Service Provider to be received from the Charter School.
- All expenses and anticipated expenses associated with the operation and management by the Service Provider of the Charter School.
- All expenses associated with the operation of the governing board of the Charter School, including without limitation personnel, occupancy, and travel expenses, if any, and provided that if these expenses are not paid out of expenses received from or through the Board, such expenses shall not be required to be separately itemized hereunder.
- All contract payments, lease payments, management fees, administrative fees, licensing fees, expenses and other amounts paid to the Service Provider or otherwise paid for the products and services to be delivered under the Service Provider Contract by the Charter School.
- All investments in the Charter School by the Service Provider, including the expected returns on equity for such investments.
- An itemized accounting of all amounts paid to the Service Provider or otherwise paid for the Contract Services, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in the Charter School's annual budget or the Service Contract.
- The Financial Audits required of the Charter School Agreement shall include review of all fees and payments made by the Charter School to the Service Provider.

Any agreement with a CMO or EMO containing any of the following provisions is null and void:

- restrictions on the charter school's ability to operate a school upon termination of the agreement;
- restrictions on the annual or total amount of the school's operating surplus or fund balance;
- authorization to allow a CMO or EMO to withdraw funds from a charter school account; or
- authorization to allow a CMO or EMO to loan funds to the charter school.

Intellectual and Physical Property: clarification of ownership of instructional materials developed at the school using public funds, and of physical property obtained to operate the school; all agreements must allow for the continued use of any instructional materials provided by the Service Provider after termination for a reasonable fee; and that all instructional materials, furnishings and equipment purchased or developed with School funds remain the property of the School and not the Service Provider. The Service Contract shall identify whether a facility agreement exists with the Service Provider and, if so, the School shall provide a copy of the facility agreement to NEO. The Service Provider management agreement must contain an annual assurance that all assets purchased on behalf of the charter school using public funds remain assets of the school.

The Service Provider management agreement must contain policies and protocols that meet federal and state laws regarding student and personnel data collection, usage, access, retention, disclosure and destruction, and indemnification and warranty provisions in case of data breaches by the CMO or EMO.

Contingency Planning for Terminated Contracts: assurance of a smooth transition if a service relationship is terminated, including the transfer of school records and property at no cost to the Charter School.

The Service Contract shall be terminable by the Charter School, in accordance with its bylaws or other established termination procedures, (A) upon material default by the Service Provider that is not remedied, including without limitation any act or omission of the Service Provider that causes a material default under the Charter School Agreement or that causes the Charter School to be in material violation of the Charter Schools Law that is not remedied, or (B) for other good cause as agreed by the Charter School and the Service Provider.