

NEO AAP Part B Measures: Authorizer Processes and Decision-Making

The purpose of Part B is for the authorizer to describe its standards, practices and processes for determining high stakes decisions regarding a charter school's academic, operational and financial performance. This portion of the application directly aligns with Part B performance measures in MAPES.

Provide a narrative response for each Part B measure and include attachments as necessary to address the authorizer's processes and decision-making.

Measure B.1 - New Charter School Decisions: The authorizer has clear and comprehensive approval criteria and process standards to rigorously evaluate new charter school proposals. The authorizer outlines new charter school decision-making standards and processes that will promote the growth of high-quality charter schools.

Definitions:

“Need” means the reasons the proposed school is necessary in the community to be served. Need can be demonstrated by, for example, describing why existing school options in the community are insufficient or inadequate.

“Demand” means the desire of prospective families to enroll their children in the proposed school's education program. Demand can be evidenced by, for example, feedback from listening sessions or survey results from prospective families.

Essential Elements:

Submit transparent, rigorous and comprehensive new charter school application instructions and questions, evaluative criteria, procedures, timelines, review standards and processes, and applicant guidance that are aligned with statute and address the following elements:

- Demonstration of need for the proposed school in the community to be served.
- Evidence of demand for the proposed school in the community to be served.
- The school's broadly inclusive mission statement.
- The statutory purposes (primary purpose and additional purposes) the school intends to fulfill, per Minnesota Statutes, section 124E.01, subdivision 1.
- Grade levels to be served.
- Academic plan: description of the school's educational program based on the need and demand in the community to be served, specific academic and nonacademic outcomes that students must achieve, educational philosophy and approach, daily schedule, school culture, curriculum and instruction, assessment, and services for special populations.
- A charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school students, including world's best workforce goals under section 120B.11, subdivision 1. In the absence of the commissioner's requirements governing state standards and benchmarks, the school must meet the outcomes contained in the contract with the authorizer. The achievement levels of the outcomes contained in the contract may exceed the achievement levels of any outcomes adopted by the commissioner for public school students

(Minnesota Statutes, section 124E.10, subdivision 1(c)).

- **Operational plan: governance and management structure, administration, human resource recruitment and development, student recruitment and enrollment, lottery and admissions policy, school calendar, parent and community involvement, compliance with applicable laws and regulations, facility planning and location.**
- **Financial plan to start up school operations and sustain the school's finances after opening: short and long-term financial projections, budget(s), and business management procedures.**
- **If the school intends to apply for federal Charter Schools Program (CSP) grant funds, the financial plan should include contingencies if CSP funds are not awarded.**
- **Background and experience of the school's founders, developers and applicant team.**
- **A "statement of assurances" of legal compliance prescribed by the commissioner.**
- **Any other information the authorizer requests.**

Advanced Element:

Identify how the authorizer's new charter school application and decision process aligns with nationally recognized quality authorizing standards and reflects a clear strategy to promote high-quality charter schools.

NEO Response: NEO's application process is comprehensive; includes clear application directions, questions and guidance; and includes fair, transparent procedures, timelines and rigorous criteria. Each school must submit an Intent to Apply Form at least 30 days prior but no more than 180 days prior to submitting the application. The application must be submitted by January 2nd to be eligible to start a school the following year if approved, and must achieve a rating of at least "Satisfactory" in each section and "Good" overall to advance.

During the past four years, NEO has added a capacity interview to the application process in order to verify the information submitted in the application and ask any questions in areas that need additional clarification.

Phase 1: Application Screening

An application advances to Phase 2 for further review if

- the application is *received* (not postmarked) by the due date and time
- the application is complete and includes all required components and documents

Phase 2: Applications Reviewed and Rated by NEO Advisors

Each section of the application is rated based on strength and completeness of the response. Only proposals with overall ratings of "Good" or "Excellent" will be determined successful applicants (in order to be rated "Good" or "Excellent" overall, each section of the application must also be rated at least "Satisfactory". If for example, all of the sections are rated "Good" but one section is rated "Inadequate" or "Fair", the applicant will not be recommended to advance in the process. The review team provides review data – ratings and evaluative comments – as well as a recommendation of whether or not to approve the new charter school to the NEO Executive Director.

Phase 3: Interview with Founding Team

The NEO Executive Director and application reviewers meet with the new charter school's founding team to request clarification and/or ask questions based on their application review. Information gleaned during this meeting will inform the recommendation presented to the NEO Board of Directors.

Phase 4: NEO Board of Directors Determination

Ratings, evaluative comments and recommendations from the review team influence the NEO Board of Directors' decision as to whether to approve an application. The NEO Board of Directors retains the final decision making authority for application approval.

The NEO Comprehensive New School Application includes criteria for evaluation and follows a timeline specified in the application on page 16.

NEO's decisions and resulting actions are consistent across the portfolio of charter schools. NEO contracts with 'Advisors' who are charter school experts in areas of educational programming, assessment and instruction, finance and facilities, and governance and operations, to evaluate the written applications and conduct the capacity interviews.

The Advisors complete inter-rater reliability training before scoring applications to ensure that their evaluation is consistent. The Advisors make a recommendation to the Executive Director as to whether the applicant's written evaluation scored 'good' or 'excellent' and therefore should move forward to a capacity interview. If there is any discrepancy in evaluation scoring, the NEO ED and Advisors meet to reach consensus.

The Advisors conduct the capacity interview and make a final recommendation to the NEO Executive Director. Again, if there is any discrepancy, the NEO Executive Director and Advisors meet to reach consensus. The NEO Executive Director presents the final recommendation to the NEO Board. The NEO Board retains the final authority to approve the applicant; but relies on the expertise and recommendation of the NEO Advisors in making the final decision.

NEO's new charter school application and decision process aligns with nationally recognized quality authorizing standards. NACSA evaluated NEO in 2018-19. NACSA's evaluation was based on the following quality authorizing standards:

- *“A quality authorizer implements a comprehensive application process that includes clear application questions and guidance; follows fair, transparent procedures and rigorous criteria; includes an interview of all qualified applicants; and grants charters only to applications that demonstrate strong capacity to establish and operate a quality school.
Reference: NACSA's Principles and Standards, Standard 2: Application Process and Decision Making; and Leadership, Commitment, Judgment: Elements of Successful Charter School Authorizing: Findings from the Quality Practice Project, pgs. 16-20.”*

NACSA's findings in the 2018-2019 evaluation of NEO are the following:

- *“NEO conducts thorough capacity interviews with applicants for new schools whose written applications earn at least “Satisfactory” ratings in all sections. NEO requires both a general interview addressing questions and concerns raised during the written*

application review and a focused finance interview addressing questions related to proposed budgets and ensuring applicants' financial leadership capacity.

- *To ensure evidence-based decision-making aligned to application criteria, NEO's executive director provides the board with a written recommendation for approval or denial of each application, highlighting the key strengths and concerns, with a focus on applicant capacity."*

See Attachment IX: NEO Comprehensive New School Application.

Measure B.2 - Interim Accountability Decisions (i.e. site/grade level/early learning expansions, ready to open, and change in authorizer): The authorizer has clear and comprehensive approval criteria and process standards to rigorously evaluate school opening decisions as well as proposals of existing charter school expansion requests and other interim changes. The authorizer outlines interim accountability decision-making standards and processes that will promote the growth of high-quality charter schools.

Essential Elements:

For each interim accountability decision below, submit transparent, rigorous and comprehensive application instructions and questions, evaluative criteria, procedures, timelines, review standards and processes, and applicant guidance that are aligned with statute and include academic, operational and financial conditions upon which the authorizer approves or denies:

Adding grades or sites per Minnesota Statutes, section 124E.06, subdivision 5, including early learning programs per Minnesota Statutes, section 124E.06, subdivision 3(b) and Minnesota Statutes, sections 124E.03, subdivision 7(b)

Change in authorizer requests per Minnesota Statutes, section 124E.10, subdivision 5
Ready to open per Minnesota Statutes, section 124E.06, subdivision 3(h)

Note: Please provide a response for each accountability decision above that reflects its unique requirements.

NEO's Response: NEO's application processes are comprehensive.

Ready to Open

NEO has utilized the same comprehensive Ready to Open Standards and process since 2015. NEO makes the Ready to Open Standards available in a variety of formats to assist the school leadership and board in monitoring the progress with readiness to open.

For example, NEO provides the Ready to Open Standards in a google spreadsheet/excel document format which the charter board and leadership can utilize when overseeing progress.

NEO also provides the Ready to Open Standards and collects evidence from schools of meeting the criteria through a project management tool, Basecamp.

NEO's ready-to-open decisions and resulting actions are consistent across the portfolio of charter schools. NEO has utilized the same following critical deadlines for school leadership, finance, facility, and enrollment since 2015 with all pre-operational schools.

- The school administrator must be hired at least 150 days prior to the school's opening date.
- Renovation to the school facility must begin no later than 120 days prior to opening date.
- 75% of budgeted enrollment must be registered and verified by complete enrollment packets and transfers of records at least 90 days before the school's first day of school.
- All teachers must be hired at least 60 days in advance of school opening to begin employment at least 30 days in advance of school opening.

- The program model, scope and sequence, assessment system, and graduation and grade progression criteria must be developed by end of July.
- At least 125% of projected budgeted students must be officially enrolled.

NEO incorporates the Ready to Open Standards and processes and other terms and conditions such as location and need and demand school in the New School Affidavit.

“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 the charter contract Agreement.

Each school is organized and operated to achieve the purpose(s) and program of the school as stated in the school’s Affidavit, subsequent approved amendments and agreements to the Affidavit, terms of the charter contract Agreement, and as provided for in the Minnesota Charter Law. Each school agrees to operate in a manner consistent with the Affidavit and charter contract Agreement and amendments and agreements approved by the Authorizer.

NEO monitors the school start-up group's progress as they lay the foundation for the school's success.

NEO is committed to working with the developers to ensure the creation of a successful school. To this end, NEO requests that the school create and maintain a start-up task spreadsheet. The founders may encounter unforeseen difficulties in any of the areas noted in the start-up task list. NEO monitors the school's start-up efforts to ensure that the school is ready to open using NEO's Ready to Open Standards as well as MDE's New Charter School Opening Checklist.

To gain NEO's approval for opening, the school must meet the conditions for opening set forth in the NEO Ready to Open Standards. As the school gets closer to their opening date, the founders use the standards in consultation with NEO.

If the school's board is unable to meet one or more of the standards, it must submit a plan detailing how the standard will be accomplished along with a revised timeline for completion for NEO approval. If standards are not met within the approved, revised timeline, NEO may at its own discretion decide to postpone the opening of the school by one year.

NEO regularly conducts technical assistance sessions for all pre-operational schools and includes more mature schools in these sessions as mentors.

See Attachment X: NEO Ready to Open Standards.

Expansion- Grade Level and/or Site Expansion

NEO has utilized the same comprehensive Grade Level and/or Site Expansion Application since 2015. Each school must submit the application by **September 1st** to be eligible to expand the following year and must achieve at least a “Satisfactory” rating for each section in order for approval.

To be eligible to submit an expansion application, a school must meet at least a “Satisfactory” level of performance (at least 50% in each performance area as well as at least 50% overall) as measured by the school’s Performance Framework.

The Grade Level and/or Site Expansion Application also includes criteria for evaluation.

[See Attachment XI: NEO Grade Level and/or Site Expansion Application.](#)

Expansion- Early Learning Program

NEO has utilized the same comprehensive NEO Charter School Application to Include an Officially Recognized Prekindergarten or Preschool Instructional Program since 2015. Each school must submit the application by August 1st to be eligible to expand the following year and must achieve at least a satisfactory rating for each section in order for approval.

The NEO Charter School Application to Include an Officially Recognized Prekindergarten or Preschool Instructional Program also includes criteria for evaluation.

[See Attachment XII: NEO Charter School Application to Include an Officially Recognized Prekindergarten or Preschool Instructional Program.](#)

Change in Authorizer Requests

[See Attachment XIII: NEO Change in Authorizer Application.](#)

Advanced Element:

Identify how the interim accountability processes align with nationally recognized quality authorizing standards and reflect a clear strategy to promote high-quality charter schools.

NEO’s interim accountability processes align with nationally recognized quality authorizing standards.

According to the National Association of Charter School Authorizers (NACSA) Principles and Standards, Standard 2: Application Process and Decision Making; and Leadership, Commitment, Judgment: Elements of Successful Charter School Authorizing: Findings from the Quality Practice Project, pages 16-20:

“A quality authorizer uses the pre-opening process to build relationships, set expectations, and provide technical assistance to schools, and does not let schools open that have not demonstrated their readiness to serve students.”

NACSA evaluated NEO in 2018-19. NACSA spotlighted NEO's pre-opening monitoring system:

“NEO institutes an exemplary pre-opening monitoring system. Established pre-opening requirements and milestones are documented on a project management platform (Basecamp) that is accessible to incubating schools so that progress against milestones can be jointly tracked by both schools and authorizer staff. NEO generates reminders for school staff members of upcoming deadlines, which fosters strong rates of compliance. As an additional layer of support, NEO convenes regular pre-opening meetings with incubating schools and includes more mature schools in these meetings as ‘mentors’ to offer support and flag common pre-opening challenges. NEO has appropriately withheld final authorization to open for schools that have failed to meet its pre-opening requirements.” (NACSA Authorizer Evaluation Report: Novation Education Opportunities (NEO) March 6, 2019)

Measure B.3 - Contract Term, Negotiation and Execution: The authorizer executes contracts that clearly define material terms and rights and responsibilities of the school and the authorizer.

Essential Elements:

Provide a charter contract template that meets the following elements:

- **All current statutory requirements per Minnesota Statutes, section 124E.10, subdivision 1(a-b) and 3(c). (See MDE's Charter Contract Guidance document for additional guidance.)**
- **Clearly states the rights and responsibilities of the school and the authorizer.**
- **Defines any other material terms.**
- **Describe how renewal and change in authorizer contracts will be fully executed no later than the first day of the renewal period.**

See Attachment XIV: NEO Charter School Contract Template.

Advanced Element:

Describe how the authorizer will execute contract amendments for material changes to current school plans when necessary (not in lieu of conducting renewal evaluations) and submitted [sic] to the commissioner within 10 business days of execution.

NEO Response: NEO ensures that all new school contracts are finalized within 45 days of approval of the Affidavit and sent to MDE within 10 business days of execution by monitoring the new school compliance through the project management program, Basecamp.

NEO ensures that all renewals are also sent to MDE within 10 business days of execution by monitoring progress with renewals utilizing the project management program, Basecamp.

Finally, NEO ensures that all material revisions/amendments to contracts are submitted to the extent possible within 10 business days of execution.

NEO executes contract revisions/amendments for material changes to current plans/contracts as detailed in the charter contract.

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 focus that was not part of the original charter
- A significant difference in student achievement baseline data from initial assumptions a new school use to set academic performance goals
- A significant change in the state testing that makes current academic performance goals irrelevant
- A significant change to the NEO Renewal Framework Performance Indicator(s)
- Revision to any policy included in the contract
- Any other reason that results in misalignment of the contract and the school conditions agreed upon by both authorizer and charter school.

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

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

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

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

The Executive Director also tracks and verifies compliance with reporting, submissions and deadlines set forth in Minnesota Statute utilizing the MDE Authorizer Compliance Monitoring Database, which MDE will provide and NEO may request and examine for accuracy on a regular basis.

NEO was evaluated by the National Association of Charter School Authorizers (NACSA) in 2018-19 using the following principles and standards:

“A quality authorizer defines and incorporates into the charter contract clear, measurable, and attainable academic, financial, and organizational performance standards and targets that the school must meet as a condition of renewal.

A quality authorizer conducts contract oversight that competently evaluates performance and monitors compliance; ensures schools’ legally entitled autonomy; protects student rights; informs intervention, revocation, and renewal decisions; and provides annual public reports on school performance.”

Reference: NACSA’s *Principles & Standards, Standard 3: Performance Contracting and Standard 4: Ongoing Oversight and Evaluation*; and *Leadership, Commitment, Judgment: Elements of Successful Charter School Authorizing: Findings from the Quality Practice Project, pgs. 13 – 15.*

NACSA's findings from the 2018-2019 evaluation of NEO were as follows:

“NEO’s contract is sufficiently detailed and outlines the responsibilities of the school and the authorizer, as well as the material terms of the program. The performance framework- incorporated into the contract in accordance with best practices- includes measures for academic, organizational, and financial performance, as well as school climate (e.g., parent satisfaction).”

Measure B.4 - Performance Outcomes and Standards: The authorizer has a performance framework under which it executes contracts with clear, measurable and attainable performance outcomes and standards. The authorizer has established processes designed to hold charter schools in its portfolio accountable to its academic, financial and operational performance outcomes and standards.

Essential Elements:

Provide a comprehensive performance framework addressing the following elements:

- The performance framework identifies the primary purpose of the charter schools in its portfolio is to improve all pupil learning and all student achievement and identifies additional purposes per Minnesota Statutes, section 124E.01, subdivision 1, and Minnesota Statutes, section 124E.10, subdivisions 1(a)(1) and 1(a)(2).
- The performance framework defines clear, measurable and attainable academic, operational and financial performance outcomes and standards for all schools in its portfolio per Minnesota Statutes, section 124E.10, and consequences to hold charter schools accountable for meeting or not meeting performance outcomes and standards.
- The performance framework is designed to at least meet the outcomes adopted by the commissioner for public school students, including world's best workforce goals under section 120B.11, subdivision 1 per Minnesota Statutes, section 124E.10, subdivision 1(c).
- The commissioner's outcomes for public school students are the five aspirational goals of World's Best Workforce (WBWF):
 - All children are ready for school.
 - All third-graders can read at grade level.
 - All racial and economic achievement gaps between students are closed.
 - All students are ready for career and college.
 - All students graduate from high school.
- The performance framework is included in the charter contracts the authorizer executes with schools.
- If the comprehensive performance framework allows for flexibility in negotiating performance outcomes with schools individually, describe a plan to establish contract outcomes/goals that are specific and strategic, measurable, attainable, results-based, and time-bound. (See the Setting Useful Goals Guide on the [MDE WBWF webpage](#) for additional guidance.)

See Attachment VIII: School Oversight Plan.

It should be noted that NEO cannot serve on the boards of the schools that NEO authorizes and therefore cannot write the schools' policies or vote on school board decisions. However, if a school doesn't address identified compliance issues by agreed upon deadlines, then the failure to comply will impact the Compliance section of the Performance Framework and can result in a three year term instead of a five year term and put a school at a risk of nonrenewal.

Rather than reach a point however, where a school is not in compliance, NEO supports authorized schools to self-monitor to prevent compliance issues from impacting Performance Framework results. NEO has engaged in a Charter Board Training and Development Grant with

the goal of providing knowledge and resources to assist schools in more effectively self-monitoring.

Advanced Element:

Identify how the performance framework aligns with nationally recognized quality performance standards and reflects a clear strategy to promote high-quality charter schools.

NEO executes contracts that align with the following NACSA nationally recognized quality performance standards.

- Executes a contract with a legally incorporated governing board independent of the authorizer. The governing boards of the schools that NEO authorizes have a legally incorporated governing board independent of NEO.
- Grants charter contracts for an initial term of five operating years or longer only with periodic high-stakes reviews every five years.
- Defines material terms of the contract. NEO defines the material terms of the contract in the description of the use of the Performance Framework in each school's contract and defines the process for contract revision when there is a change to a material term.
- Ensures mutual understanding and acceptance of the terms of the contract by the school's governing board prior to authorization or charter granting by the authorizing board. NEO negotiates the contract, including the Performance Framework with each school prior to authorization and renewal. NEO presents the contract to both the NEO board and the school's board and both vote on approval of the contract. The contract must be signed by both parties- the charter school and authorizer, before being finalized.
- Allows and requires contract amendments for occasional material changes to a school's plans, but does not require amending the contract for non-material modifications..
- Defines performance standards, criteria, and conditions for renewal, intervention, revocation, and non-renewal, while establishing the consequences for meeting or not meeting standards or conditions;
- States the statutory, regulatory, and procedural terms and conditions for the school's operation;
- States reasonable pre-opening requirements or conditions for new schools to ensure that they meet all health, safety, and other legal requirements prior to opening and are prepared to open smoothly- these terms are stated in the New School Affidavit and the New School Affidavit is included by reference in the contract;
- States the responsibility and commitment of the school to adhere to essential public-education obligations, including admitting and serving all eligible students so long as space is available, and not expelling or counseling out students except pursuant to a legal discipline policy approved by the authorizer; and
- States the responsibilities of the school and the authorizer in the event of school closures.

Measure B.5 - Authorizer's Processes for Ongoing Oversight of the Portfolio of Charter Schools: The authorizer has processes to monitor and oversee charter schools in the areas of academics, operations and finances.

Essential Elements:

Describe the criteria, processes and procedures the authorizer will use to monitor and evaluate the fiscal, operational and academic performance of charter schools in the portfolio, consistent with subdivision 3, paragraphs (a) and (b) per Minnesota Statutes, section 124E.10, subdivision 1(a)(7).

See Attachment VIII: School Oversight Plan.

Describe the charter schools' required academic, financial, operational and legal reporting to the authorizer.

See Attachment VIII: School Oversight Plan.

Describe an oversight plan that clearly establishes the criteria, processes and procedures the authorizer will use to competently evaluate academic, financial and operational performance and monitor compliance with applicable law. Describe how the authorizer's ongoing oversight informs its standards and processes for intervention, termination and renewal decisions for its portfolio of charter schools (i.e. performance measures B.6 and B.9).

See Attachment VIII: School Oversight Plan.

Advanced Element:

Identify how the authorizer's processes for ongoing oversight of the portfolio of charter schools align with nationally recognized quality authorizing standards and reflect a clear strategy to promote high- quality charter schools.

NEO's oversight processes align with the following nationally recognized quality authorizing standards. NEO:

- **Implements a comprehensive performance accountability and compliance monitoring system that is defined by the charter contract and provides the information necessary to make rigorous and standards-based renewal, revocation, and intervention decisions by utilizing a Performance Framework that is defined in the charter contract.** The Performance Framework provides the information necessary to make rigorous and standards-based renewal, revocation, and intervention decisions. NEO maintains a 'touch-point' dashboard to ensure that when a school is not meeting standards, NEO more frequently monitors the school performance through more frequent board meeting observations, site visits, and data meetings to discuss progress. NEO also requires that all school provide supporting documentation for all school-reported results that allows NEO to verify that the data is valid and reliable. NEO maintains an Implementation Guide as a tab in the Performance Framework Google Sheet that records the formulas

and other information necessary to consistently report the data for the Performance Framework.

- Defines and communicates to schools the process, methods, and timing of gathering and reporting school performance and compliance data. NEO utilizes Epicenter to notify schools in advance of reporting deadlines for data that the school needs to provide to NEO in order to update the results of the Performance Framework. NEO provides each school with the full list of required Epicenter document submissions in the beginning of each year via email and in person at the NEO Celebration of Leading and Learning. When schools experience challenges in submitting the data either through Epicenter or via comments in the Performance Framework Google Sheet, NEO's Systems Analyst ensures that a data-sharing agreement is in place and follows up to provide technical assistance for the schools. NEO accepts the data for the Performance Framework from the schools through Epicenter uploads, the 'comments' feature in Google Sheets, or via email, whichever is most effective for the school.
- Implements an accountability system that effectively streamlines federal, state, and local performance expectations and compliance requirements while protecting schools' legally entitled autonomy and minimizing schools' administrative and reporting burdens. NEO has reduced the number of documents that NEO collects to only those that are not reviewed at the Annual Formal Site Visit, posted on the school's website or collected by MDE, with the exception of the Annual Charter Assurances and WBWF Summaries, which NEO collects in order to review prior to submission to MDE.
- Provides clear technical guidance to schools as needed to ensure timely compliance with applicable rules and regulations. Epicenter provides the ability to include clear directions for submitting documents on time and accurate. NEO's Systems Analyst reviews the documents to verify that they follow the directions. If not, the documents are rejected along with the reason for rejection so that the school can use the feedback and resubmit the accurate document. NEO provides all schools with the Annual Site Visit Checklist at the beginning of the year and in advance of the site visit. The Annual Site Visit Checklist includes the relevant statutory references and instructions so that the schools can be prepared for the Annual Formal Site Visit.
- Visits each school as appropriate and necessary for collecting data that cannot be obtained otherwise and in accordance with the contract, while ensuring that the frequency, purposes, and methods of such visits respect school autonomy and avoid operational interference. The Annual Site Visit Checklist clarifies which data is collected and reviewed at the site visit, through website review, through board meeting observation, and through Epicenter in order to verify compliance.
- Evaluates each school annually on its performance and progress toward meeting the standards and targets stated in the charter contract, including essential compliance requirements, and clearly communicates evaluation results to the school's governing board and leadership. Each school's Performance Framework is shared via Google Sheets with all board member and school leaders so that evaluation is ongoing and renewal status is clear. The Google Sheet tabs include an 'early-warning' indicator system- when a school's performance falls below satisfactory, the Performance Framework 'Info Graph' tab visually indicates that the school is not meeting standards.

When this occurs, NEO meets with the school board chair and leader to review the data, ensure it is accurate, and discuss progress toward meeting the standard(s).

- Requires and reviews annual financial audits of schools, conducted by a qualified independent auditor. NEO collects financial audits of schools conducted by qualified independent auditors, via Epicenter.

Measure B.6 - Authorizer's Standards and Processes for Interventions, Corrective Action and Response to Complaints: The authorizer has clear and comprehensive standards and processes to address complaints, intervention and corrective action.

Essential Elements:

Describe clear and comprehensive standards, procedures and processes to address and resolve complaints, including forms if applicable.

NEO implements clear and comprehensive standards and processes to address complaints, intervention and corrective action. NEO has a policy for addressing complaints.

The policy allows for NEO on a case by case basis, to redirect complainants to school leadership to resolve complaints to the extent possible directly with the school before escalating to authorizer involvement.

The policy also allows for NEO to contract with an external expert in fact finding and complaint resolution who can serve as a neutral party in investigations.

[See Attachment XV: NEO Complaint Resolution Policy.](#)

Describe clear and comprehensive standards, procedures and processes for intervention and corrective action.

NEO understands that more authorizer intervention is not always the most effective approach to resolving complaints and addressing performance issues. NEO only intervenes if it is determined that the situation warrants urgent action or cannot be resolved without authorizer intervention.

In addition, though documentation is important, more paperwork is not always the most effective approach for interventions when schools are not meeting satisfactory performance levels, particularly when schools already have WBWF Plans, WBWF Summaries, Annual Reports, Literacy Plans, LIEPs, and Improvement Plans.

NEO and the schools that NEO authorizes use the Performance Framework to identify when intervention is warranted.

NEO's intervention when schools are not meeting satisfactory performance levels for particular Performance Framework indicators is to increase the number of monitoring "touch points".

Schools that are not meeting a satisfactory level of performance will have more document reviews, data meetings, site visits, and board meeting visits with the authorizer for example.

NEO utilizes a Touchpoint Dashboard to identify schools that need more frequent touchpoints such as more frequent document reviews, board meeting observations, site visits, and data meetings and to monitor progress with completing the touchpoints during the year.

Decisions made regarding complaints, intervention and corrective action are aligned with data generated under oversight and monitoring practices.

[See Attachment VIII: School Oversight Plan.](#)

Describe how the authorizer’s standards and processes for intervention, corrective action and response to complaints align with its ongoing oversight of the portfolio of charter schools (i.e. performance measure B.5).

It should be noted that NEO cannot serve on the boards of the schools that NEO authorizes and therefore cannot write the schools’ policies or vote on school board decisions. However, if a school doesn’t address identified compliance issues by agreed upon deadlines, then the failure to comply will impact the Compliance section of the Performance Framework and can result in a three year term instead of a five year term and put a school at a risk of nonrenewal.

Rather than reach a point however, where a school is not in compliance, NEO supports authorized schools to self-monitor to prevent compliance issues from impacting Performance Framework results. NEO has engaged in a Charter Board Training and Development Grant with the goal of providing knowledge and resources to assist schools in more effectively self-monitoring.

See Attachment VIII: School Oversight Plan.

Advanced Element:

Identify how the authorizer’s standards and processes for interventions, corrective action and response to complaints align with nationally recognized quality authorizing standards.

Authorizer’s standards and processes align with nationally recognized quality authorizing standards.

NACSA Standard: “A quality authorizer... implements a comprehensive performance accountability and compliance monitoring system that is defined by the charter contract and provides the information necessary to make rigorous and standards-based renewal, revocation, and intervention decisions.

NEO’s charter contracts define the critical components of a comprehensive performance accountability and compliance monitoring system.

For example, the charter contracts define the School responsibility for prompt notification of complaints and prompt and reasonable access to information and the School site.

- Provide prompt notification 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.
- 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.
- Allow the Authorizer access to the School site for site visits, scheduled and unscheduled. For purposes of such data disclosure, the parties agree that they will be governed by Minnesota Statute; Chapter 13 and the Family Educational Rights and Privacy Act (FERPA). The School will provide the Authorizer with a full set of approved policies and updates as created.

Therefore the charter contract sets forth the critical conditions for a comprehensive performance accountability and compliance monitoring system that provides the information necessary to make rigorous and standards-based renewal, revocation, and intervention decisions.

See Attachment XIV: NEO-School Contract Template.

NACSA Standard: “A quality authorizer... defines and communicates to schools the process, methods, and timing of gathering and reporting school performance and compliance data.”

The NEO-School Contracts and procedures for gathering and reporting school compliance data further define and communicate additional expectations that may relate to complaints, interventions and corrective action.

See NEO-School Contract Template, NEO-School Performance Framework, Charter School Board Observation Rubric, Charter School Compliance Monitoring Checklist, and Epicenter Document Submission

Measure B.7 - Charter School Support, Development and Technical Assistance: The authorizer has a plan to support its portfolio of charter schools through intentional assistance and development offerings.

Essential Elements:

Describe the intentional plan to provide proactive support, development and technical assistance to the portfolio of charter schools.

Annually, NEO holds a Celebration of Leadership and Learning for all schools for the purpose of 1) clarifying expectations and providing school leadership an opportunity to take stock of their status relative to those expectations; 2) sharing effective practices that NEO experts have identified during their work in providing ongoing, consistent, and robust oversight and evaluation of schools; 3) providing technical assistance based on the identified needs of the schools.

In addition, NEO contracts with Advisors who are experts in identified areas of technical assistance as needed to provide support and technical assistance to schools in a manner to preserve school autonomy.

See NEO Conflict of Interest and School Autonomy Policy.

Describe how support, development and technical assistance will be provided in a variety of areas and in a manner to preserve school autonomy.

NEO contracts with Advisors who are experts in identified areas of technical assistance as needed to provide support and technical assistance to schools in a manner to preserve school autonomy.

See NEO Conflict of Interest and School Autonomy Policy.

Advanced Elements:

Describe how support, development and technical assistance will be regularly offered, based on demonstrated need, and designed to prevent future problems.

NEO support and technical assistance is proactive. NEO examines data to identify areas where authorized schools need technical assistance in order to resolve and prevent future problems.

NEO support and technical assistance is provided in a variety of areas and provided by experts, for example, in charter school finance and governance, through review and comment on charter school budgets and financials and technical assistance in preventing audit findings.

Other examples of how support, development and technical assistance is regularly offered based on demonstrated need includes technical assistance from NEO's Systems Analysts in monitoring progress toward contract goals using the Performance Framework, and technical assistance with compliance issues identified through use of the Charter School Board Observation Rubric.

NEO also provides critical reviews of Food and Nutrition Programs, Language Instruction Educational Programs (LIEPs) and Early Learning Programs that provide feedback that schools use in continuous improvement.

In addition, NEO conducts two annual Celebrations of Leading and Learning and based on requests from authorized schools, invites an expert to provide professional development.

In addition, through the Charter Board Training and Development grant project, NEO provides technical assistance by developing a growing repository of a variety of topics aimed at preventing problems that arise from turnover on charter boards. Because there had been no central repository of what charter board members needed to know and be able to do, each time a board member left and a new one joined the board, the knowledge was lost and the new board member 'didn't know what they didn't know'.

Now new board members can access information on a variety of subjects that they need to know any time they need it.

NEO support and technical assistance is provided in a manner to preserve school autonomy.

NEO focuses technical assistance on providing information about legal, contractual, and other compliance requirements as well as sharing observations and generating questions to prompt reflection. NEO has policies that aim to preserve school autonomy and prevent conflict of interest. NEO utilizes the fee from schools only to conduct the appropriate authorizer duties and does not require schools to pay for any additional products or services.

NEO support and technical assistance is provided in a manner that is consistent across the portfolio of charter schools and even outside the portfolio of charter schools. Accessibility, which allows for charter schools to access content in a consistent manner, has been a priority in the development of the Charter Board Training and Development grant content. In addition, charter boards are accessing consistent content on charter board responsibilities.

The content developed for the Charter Board Training and Development grant platform is based on demonstrated need, identified by charter boards, MDE and authorizers, and is designed through review of statute, sharing of ideas, and follow up questions and action steps to prevent problems.

Therefore, NEO support and technical assistance is regularly offered, based on demonstrated need and designed to prevent problems.

Describe how the plan to provide support, development and technical assistance is designed to promote high-quality charter schools.

NEO engages with proven experts to conduct critical reviews, observations, and evaluations to provide high-quality feedback to the schools that provides support, development and technical assistance to promote high-quality charter schools.

Measure B.8 – High-Quality Charter School Replication and Dissemination of Best School Practices: The authorizer has a plan to promote model replication and dissemination of best practices of high-quality charter schools.

Essential Element:

Describe an intentional plan for successful model replication and dissemination of best practices of high- quality charter schools, including how models/practices will be identified.

NEO identifies schools that are performing Exemplary in different performance areas and overall through use of the NEO Authorized School Performance Framework and the NEO Stewardship Award in Finance criteria, as well as through document review and board and site visits.

See Attachment XVI: Stewardship Award Criteria.

NEO hosts an annual meeting, the NEO Celebration of Leading and Learning, as well as informal school site visits (learning walks that include school leaders from different schools) to facilitate the exchange of effective school practices.

NEO encourages schools that have strong academic achievement trend data to expand grade levels and/or sites, by providing information and technical assistance on expansions to the schools.

See Attachment VIII: School Oversight Plan.

NEO has an intentional plan for successful model replication and dissemination of best practices and models/practices.

NEO's intentional plan for successful model replication is as follows.

- 1) First to gain and share information with the schools that NEO authorizes about the criteria for being designated "high-quality".
- 2) Once MDE identifies a school as high-quality, NEO then supports successful model replication by providing information and technical assistance to the school and facilitating sharing of ideas. For example, NEO provided information to Lionsgate Academy about the criteria for achieving the "high-quality" school designation on December 15th, 2015. Lionsgate Academy was designated a "high-quality" charter school for the first time in 2016. NEO attended a MN Comeback "Facilities 101" Training on October 24, 2017 provided in part by Sean Elder of Hiawatha Academies. After the training on October 24th, 2017, NEO connected Lionsgate Academy with Sean Elder who provided expertise to Lionsgate Academy related to replication. Lionsgate Academy took advantage of the connection with Sean Elder who provided technical support to Lionsgate Academy including a board training session on January 16th, 2018.
- 3) NEO then facilitates sharing between a successful CSP Replication/Significant Expansion grant recipient and applicant. For example, NEO facilitated sharing between Great River School and Lionsgate Academy for a successful CSP Replication/Significant Expansion grant application process.

- 4) NEO provides review and comment on the grant application.
- 5) NEO verifies that the new sites are ready to open by inspecting the new sites and including all sites in the annual school evaluations.

NEO's intentional plan for successful dissemination of best practices is as follows.

- 1) Apply for, receive, and implement grant funds for successful dissemination of effective practices and ideas related to board governance to support the sustainability of charter schools in Minnesota.
- 2) Identify effective practices during board observations and facilitate sharing of them among authorized schools.
- 3) Identify effective practices during annual site visits and learning walks at the authorized schools and facilitate sharing of them among authorized schools.
- 4) Use a Storyboard that includes ideas from charter board members and leaders for meeting requirements when producing the videos for the courses

Measure B.9 - Charter School Renewal or Termination Decisions: The authorizer has clear and comprehensive standards and processes to make high stakes renewal and termination decisions. The authorizer outlines charter school renewal and termination decision standards and processes that will promote the growth of high-quality charter schools.

Essential Elements:

Describe transparent and rigorous standards, procedures, timelines and review processes designed to use comprehensive academic, financial, operational and student performance data to make high stakes merit-based renewal decisions and terminate charters when necessary to protect student and public interests, consistent with Minnesota Statutes, section 124E.10, subdivisions 1(a)(7), 1(a)(8), 1(a)(13), 1(a)(14), 1(c) and subdivision 3(a). Be sure to address the following:

- The criteria, processes, and procedures the authorizer will use to monitor and evaluate the schools' fiscal, operational, and academic performance, consistent with subdivision 3, paragraphs (a) and (b) per Minnesota Statutes, section 124E.10, subdivision 1(a)(7).
- The formal written performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 3 per Minnesota Statutes, section 124E.10, subdivision 1(a)(8). The authorizer shall provide a formal written evaluation of the school's performance before the authorizer renews the charter contract per Minnesota Statutes, section 124E.10, subdivision 3(a).
- The specific conditions for contract renewal that identify the performance of all students under the primary purpose of section 124E.01, subdivision 1, as the most important factor in determining whether to renew the contract per Minnesota Statutes, section 124E.10, subdivision 1(a)(13).
- The additional purposes under section 124E.01, subdivision 1, and related performance obligations under clause (7) contained in the charter contract as additional factors in determining whether to renew the contract per Minnesota Statutes, section 124E.10, subdivision 1(a)(14).
- Standards and process to evaluate the school's performance to at least meet the outcomes adopted by the commissioner for public school students, including world's best workforce goals under section 120B.11, subdivision 1 per Minnesota Statutes, section 124E.10, subdivision 1(c).
- Standards for determining consequences for meeting or not meeting performance standards.

See Attachment VIII: School Oversight Plan.

Describe the school closure plan, including the authorizer's role in the orderly closure of a school in the event of termination, revocation, nonrenewal or voluntary relinquishment of the charter per Minnesota Statutes, section 124E.10, subdivision 1(b), subdivision 4 and subdivision 6.

See Attachment XIV: NEO-School Contract Template page 179-188 of the NEO AAP Addendum for Closure Plan.

Advanced Element:

Identify how the authorizer's charter school renewal standards and processes align with nationally recognized quality authorizing standards and reflect a clear strategy to promote high-quality charter schools.

NEO's renewal standards and processes align with the following NACSA Principles and Standards-2018 Edition pages 15-16. For example, NEO:

- Defines the sources of academic data that will form the evidence base for ongoing and renewal evaluation, including state-mandated and other standardized assessments, student academic growth measures, internal assessments, qualitative reviews, and performance comparisons with other public schools in the district and state;
- Defines the sources of financial data that will form the evidence base for ongoing and renewal evaluation, grounded in professional standards for sound financial operations and sustainability;
- Defines the sources of organizational data that will form the evidence base for ongoing and renewal evaluation, focusing on fulfillment of legal obligations, fiduciary duties, and sound public stewardship; and
- Includes clear, measurable performance standards to judge the effectiveness of alternative schools requiring and appropriately weighting rigorous mission-specific performance measures and metrics that credibly demonstrate each school's success in fulfilling its mission and serving its special population.

The NEO Performance Framework is utilized consistently with all schools authorized by NEO to set contract goals and monitor and evaluate progress toward meeting them as evidenced by the Performance Framework Evaluation included in all NEO-School Contracts.

Schools must reach at least 50% of points possible in each section including Academic Performance, Climate, Operations/Compliance, and Finance, as well as 50% overall, to be automatically eligible for a three-year renewal and 50% of points possible in each area as well as 70% overall, to be automatically eligible for a five-year contract renewal. All schools must ensure that the Academic section is weighted more than 50% of points possible overall in the Performance Framework because the primary purpose of chartering is to improve all pupil learning and all student achievement.

The NEO board has ultimate decision making authority regarding charter renewal and uses the Performance Framework data as the primary data source in the decision.

NEO's renewal standards and processes align with the NACSA Principles and Standards-2018 Edition pages 20-21. For example, as evidence by the performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 3 (the School's Performance Framework serves as the performance evaluation) NEO:

- Bases the renewal process and renewal decisions on thorough analyses of a comprehensive body of objective evidence defined by the performance framework in the charter contract.
- Grants renewal only to schools that have achieved the standards and targets stated in the charter contract, are organizationally and fiscally viable, and have been faithful to the terms of the contract and applicable law.

- Does not make renewal decisions, including granting probationary or short-term renewals, on the basis of political or community pressure or solely on promises of future improvement.

ADDENDUM ITEM I

NEO BUDGET AND BUSINESS PLAAN

NEO DRAFT FY21-25 Budget									
As of June 30, 2020									
Note: FY is from July 1-June 30									
Revenue	FY21	FY22	FY23	FY24	FY25	Detail/Assumptions			
Contributions/Donations/Grants	0	0	0	0	0	Charter Training and Development Grant Ends FY21 (\$200,000/year for 3 years)			
Gen Aid Program Service Fees	400,000	400,000	415,000	415,000	430,000	Gen Ed Formula @\$6,438 frozen			
Number of Operational Schools	26	26	28	28	30	Add between 2-6 operational schools between FY21- FY25. Growth due to new schools, transfers, and/or expansions.			
Number of High Quality ('20 Count)	3,000	3,200	3,500	3,900	4,400	Increase high quality seats to xxxx by 2025 (high quality seat = number of proficient math and reading scores grades 3-8, 10 and 11 plus graduates).			
Pupil Units (based on revenue schedule)	5,282	5,282	5,802	5,802	6,320	Average Pupil Units is 260 per school.			
Total Revenue	400,000	400,000	415,000	415,000	430,000				
Expense	FY21	FY22	FY23	FY24	FY25	Detail/Assumptions			
Employee Salary- Executive Director	110,000	112,000	115,000	118,000	122,000	Revised budgeted salary includes health/dental benefits- NEO pays 75% premium plus 100% dental (\$7,460)			
New FTE position(s)	110,000	112,000	115,000	118,000	122,000	Maintain 1 FTE position per 7 schools. Includes health benefits- NEO pays 50% premium plus 100% dental for full time employees (\$3,000)			
Other Payroll Related	20,000	20,000	20,000	20,000	20,000	Payroll fee (estimate) \$40/pay period + FICA at 7.65%			
MAPES A. 5 Authorizer Capacity and Skill Development (2=Evaluation) 2.5%	10,000	10,000	10,000	10,000	10,000	NACSA and MACSA Conferences (\$4,600). Includes lodging/airfare expense, MACS (\$1,400), NACSA Membership (\$4,000) Annual Report (\$2,000), Policy development (\$1,000), Monitoring NEO Performance and Basecamp Fees (\$1,200), DropBox Fee (\$100/year), Wix Annual Fee (\$200), PO Box (\$300), Phone (\$800), Accounting Fees (\$1,200/mo), D&O/Liability Insurance (\$2,000), General Liability (\$800), Worker's Comp (\$600), Rent (\$10,000), Microsoft (\$200), Adobe (\$600), Data Usage and Storage			
MAPES A. 9 Authorizer Self Evaluation and Infrastructure Costs (3=Evaluation) 1.25%	40,000	42,000	44,000	46,000	48,000				
MAPES A. 10 Authorizer High Quality Authorizing Dissemination (2=Evaluation) 1.25%	4,000	4,000	4,000	4,000	4,000	Participation in MACSA and NACSA to share best practices (fees for MACSA projected to be \$4,000 for FY21)			
MAPES A. 11 Authorizer Compliance 3.75%	10,000	10,000	10,000	10,000	10,000	NEO Legal Fees Associated with Interpretation of MN Statutes Pertinent to Authorizing			
MAPES B. 1 New Charter School Decisions 11.25%	6,000	6,000	6,000	6,000	6,000	Application and Readiness to Open Review \$2,000 / School.			
MAPES B. 2 Interim Accountability Decisions 11.25%	10,000	10,000	10,000	10,000	10,000	Includes monitoring new school readiness to open, expansion for pre-k, and expansions for site and grade level.			
MAPES B. 3 & B.4 Contract Term, Negotiation, Execution and Standards. 18.75%	3,000	4,000	5,000	6,000	7,000	Compliance with Required Contract Elements, Communication and follow through using Performance Frameworks			
MAPES B. 5 Ongoing Oversight (Epicenter & Basecamp) 7.5%	50,000	52,000	54,000	56,000	58,000	Includes Epicenter (\$25,000), Board Meeting Observations, Formal Site Visits including Early Learning Program			
MAPES B. 6 Interventions and Corrective Action 3.75%	5,000	5,000	5,000	5,000	5,000	Includes adviser costs for complaint resolution, identification of schools in need of intervention, interventions			
MAPES B. 7 Charter School Support, Development, Technical Assistance 3.75%	15,000	17,000	19,000	21,000	23,000	Celebration of Leadership and Learning, Technical Support, Board Training			
MAPES B. 8 Dissemination of Best School Practice 3.75%	10,000	10,000	10,000	10,000	10,000	Learning Walks & School Communication			
MAPES B. 9 Renewals & Termination Decisions 15%	5,000	5,000	5,000	5,000	5,000	School Termination and Renewal Decisions			
Total Expenses	408,000	419,000	432,000	445,000	460,000				
Net (Revenue Less Expenses)	-8,000	-19,000	-17,000	-30,000	-30,000				
Summary of Financial Position	FY21	FY22	FY23	FY24	FY25	Detail/Assumptions			
Total Revenues	400,000	400,000	415,000	415,000	430,000	1. Increase high quality seats to xxxx in by 2025 by starting high quality schools, improving operating schools and expansion/replicating successful operating schools.			
Total Expenditures	408,000	419,000	432,000	445,000	460,000	2. Authorize up to 35 schools by 2025 (add between five and nine high quality schools by 2025)			
Total Net Income (Loss)	-8,000	-19,000	-17,000	-30,000	-30,000	3. Add additional FTE position(s) to be filled by employees(s) and/or contracted specialist(s) at a position allocation of \$55,000 beginning July 1, 2020. NEO will employ three full-time staff.			
Prior EOY Balance	240,000	232,000	213,000	196,000	166,000	4. Maintain a minimum of about a 30% fund balance reserve.			
Ending Fund Balance Dollar Amount	232,000	213,000	196,000	166,000	136,000	5. MDE approval of a maximum of up to 35 schools.			
Ending Fund Balance Percent*	57%	51%	45%	37%	30%	*Per NEO Policy m+A35:H43maintain at least 30% "rainy day" reserve for potential legal and/or other unanticipated necessary budget adjustments.			

Overview of NEO Business Plan

Goals:

- 1) Measurable Improvement in Academic Proficiency Collectively for Schools Authorized by NEO
- 2) Measurable Improvement in Growth Collectively for Schools Authorized by NEO
- 3) Measurable Improvement in 4, 5, and 6 Year Cohort Graduation Rates Collectively for Schools Authorized by NEO

Strategies:

I. Start High Quality Schools

- Publicize requests for proposals
- Generate HQ school leads
- Oversee effective Affidavit process
- Oversee effective CSP Grant process
- Provide tech support in compliance
- Monitor readiness to open
- Cross train Advisors
- Leverage technology
- Monitor resource allocation

II. Support Improvement of Operational Schools

- Clarify measures, metrics and targets
- Provide technical support for progress monitoring
- Implement consistent, ongoing, robust evaluation
- Oversee effective continuous improvement process
- Recognize and celebrate progress "wins"
- Cross train Advisors
- Leverage technology
- Monitor resource allocation

III. Expand HQ Schools and Effective Practices

- Identify effective practices
- Facilitate sharing of effective practices
- Oversee and monitor effective expansions
- Provide technical support for effective expansions
- Communicate success
- Cross train Advisors
- Leverage technology
- Monitor resource allocation
- Inform and support growth of HQ schools including PreK

ADDENDUM ITEM II

NEO STAFF AND ADVISOR ROLES AND RESPONSIBILITIES

NOVATION EDUCATION OPPORTUNITIES

750 MAIN STREET, SUITE 202 ♦ MENDOTA HEIGHTS, MINNESOTA 55118 ♦ T: 651.605.1625

EXECUTIVE DIRECTOR JOB DESCRIPTION

EXECUTIVE DIRECTOR NOVATIONS EDUCATION OPPORTUNITIES

Founded in 2009, Novation Education Opportunities (NEO) is organized under the Minnesota Nonprofit Corporation Act exclusively for a charitable and educational purpose to develop and create innovative instructional delivery and school governance models through the sponsoring of public charter schools and authorizing of public charter schools. Our vision is to be the leading Minnesota authorizer of high quality charter schools. Our mission is to oversee innovative charter schools through consistent, ongoing and robust evaluation to achieve significant and measurable student growth for the benefit of our schools and community.

JOB SUMMARY:

The Executive Director will provide oversight of charter schools by providing leadership in areas pertaining to the assistance and understanding of charter school laws and regulations. The Executive Director will serve as an informed leader, spokesperson and advocate for NEO and its charter schools. The Executive Director will also be responsible for building relationships and representing its charter schools before local, regional, state organizations, Minnesota Department of Education, Minnesota Association of Charter Schools, business and the communities throughout Minnesota. NEO currently authorizes 14 schools with plans to expand to 24 schools during its current contractual period.

RESPONSIBILITIES:

- Ensure ongoing oversight of NEO authorized schools in programmatic excellence, rigorous program evaluation, and consistent quality of student achievement, finance, administration, communication, and operations.
- Manage charter school application and renewal processes.
- Ensure that NEO meets or exceeds standards mandated by the Minnesota Department of Education.
- Work with school staff to develop specific measurable goals.
- Assist schools in finding resources and networks; recommend timelines and resources needed to achieve their strategic goals.
- Actively engage and energize Novation Education Opportunities board members, Advisory Council members, partnering organizations, funders and member schools.
- Develop, maintain, and support a strong board of directors; serve as ex-officio of each committee. Assist the Board with developing meeting agendas, minutes, financial statements and materials. Seek and build board involvement with strategic direction for both ongoing operations and existing NEO authorized charter schools.
- Lead, coach, develop, and retain Novation Education Opportunities high-performance Advisory Council.
- Conduct evaluations and monitor reports for progress towards established goals and governance.

NOVATION EDUCATION OPPORTUNITIES

PAGE TWO

- Conduct and lead annual sponsor reviews of charter schools.
- Ensure effective systems to track progress, and regularly evaluate program components, so as to measure successes that can be effectively communicated to the board, schools, MDE, and other stakeholders.

QUALIFICATIONS:

The ED will be thoroughly committed to Novation Education Opportunities' mission. All candidates should have proven leadership, coaching and relationship management experience. Concrete demonstrable experience and other qualifications include:

- Advanced degree, with at least 3 years of charter school management experience; track record of effectively leading charter schools and/or state and national education organizations with a proven ability to point to specific examples of having developed and operationalized strategies that have taken an organization to the next stage of growth.
- Unwavering commitment to quality education programs and data-driven program evaluation
- Excellence in organizational management with the ability to coach staff, manage and develop high-performance teams, set and achieve strategic objectives, and manage a budget.
- Past success working with a board of directors and the ability to cultivate existing board member relationships.
- Strong marketing, public relations, and fundraising experience with the ability to engage a wide range of stakeholders and cultures.
- Strong written and verbal communication skills; a persuasive and passionate communicator with excellent interpersonal and multidisciplinary project skills.
- Action-oriented, entrepreneurial, adaptable, and innovative approach to business planning.
- Ability to work effectively in collaboration with diverse groups of people.
- Passion, idealism, integrity, positive attitude, mission-driven, and self-directed.
- Ability to travel to charter schools and other locations in the metro area and outstate Minnesota.

Novation Education Opportunities shall provide equal access to and opportunity in its programs, facilities, and employment without regard to race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity, or gender expression.

NEO STAFF: Systems Analyst Job Description

FUNCTION/SCOPE: Novation Education Opportunities (NEO) was approved by the Minnesota Department of Education as one of the first single-purpose charter school authorizers on May 12, 2010. NEO staff is charged with evaluating initial proposals for new charter schools; ongoing monitoring of student academic performance and overall school operations, finance, and governance; and presenting findings and recommendations on decisions such as the approval and renewal of charters to the NEO Board of Directors.

DUTIES: Reporting to NEO's Executive Director, the Systems Analyst will manage information to make it easily accessible for use in key decisions such as new charter, transfer, renewal, and expansion. In addition, the Systems Analyst provides support to NEO's ongoing monitoring and evaluation of established NEO authorized charter schools through assisting with site visits, document review, and identification of best practices for dissemination.

The Systems Analyst demonstrates the commitment to excellence and tenacity to work as part of a team to support improvement in student achievement for all NEO schools through high quality authorizing practices; the ability to gather, organize, analyze and report a high volume of information in a timely and accessible manner; and the ability to prioritize, clarify, and align the work.

Specific duties include:

- classifying, storing, monitoring and reporting information, including using programs such as excel and tech applications such as Basecamp and Epicenter, for easy access and retrieval;
- creating, maintaining and utilizing databases, including school performance data and NEO's financial data for example;
- conducting information audits;
- writing and editing reports, publications and website content;
- overseeing the development and implementation of new information systems;
- publicizing and marketing NEO services, internally and externally, through social media;
- providing training and advice on the use of information systems;
- managing a range of projects;
- giving presentations and individual consultations utilizing technology;
- assisting the Executive Director with developing and implementing key strategies for meeting organizational goals.

EDUCATION/EXPERIENCE:

BS or BA Degree in a related field of study preferred

Skills Important to the Position:

- excellent communication and interpersonal skills;
- IT skills to create and manage databases, and effectively communicate information, including through the website;
- research skills;
- the ability to work accurately with attention to detail;
- flexibility - in order to undertake a variety of tasks;
- organization and time management skills - to organize resources as well as own time and the time of others;
- initiative and a creative approach to problem solving;
- customer service skills;
- confidence and assertiveness;
- team working and networking skills;
- the ability to support the information use of users including consistently collecting and reporting data;
- specialized subject knowledge in education or strong desire to develop specialized subject knowledge in education;
- a willingness to keep up to date with advances in technology and social media and apply them to improve NEO communication and use of information.

CONSULTANT AGREEMENT

This Consultant Agreement dated this September 1, 2019, is by and between Consultant and Novation Education Opportunities, 3432 Denmark Ave. Suite #130 Eagan, MN 55123 (hereinafter "NEO").

Whereas, NEO wishes to retain Consultant to provide certain Services described herein to NEO (hereinafter "Services") and;

Whereas, Consultant represents that s/he is qualified to provide the Services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, NEO and Consultant agree as follows:

1. Services to be Performed:

- See Attachment A
- Specialized consultation and services in the areas of effective and efficient oversight of schools authorized by NEO and facilitation of sharing practices among authorized schools
- Other specialized consultation and services reasonably related to the foregoing that NEO may request from time to time

The Services may be modified from time to time by agreement between NEO and the Consultant.

Term. This Agreement will be in effect for Fiscal Year 2020 (September 1, 2019 through June 30, 2020), unless terminated by either party on no less than 10 days written notice to the other. The term of this Agreement may be extended by the mutual written consent of the parties.

2. Consultant Compensation and Expenses. For the above services, Consultant will be paid:

- See Attachment A
- \$65 per hour for Specialized Consultation and Services

NEO agrees to pay the Consultant within 30 days of receipt of invoice and proper documentation of business expenses. All invoices should be emailed to: neo.invoice@gmail.com.

3. Independent Contractor. It is agreed and understood that Consultant shall perform services under this Agreement as an Independent Contractor and that Consultant will not be an employee or agent of NEO for any purpose.

A. NEO does not grant Consultant any authority or right, expressed or implied, to assume or create any obligation or responsibility on behalf of NEO or to bind NEO in any manner without permission. Consultant will not make any representations to the contrary, either expressly or implicitly.

B. Consultant represents that s/he assumes all responsibility for her liability insurance, workers' compensation, health insurance, and all other benefits or insurance of any nature. Consultant expressly agrees that NEO shall not be responsible for providing any such coverage or benefits to or on behalf of Consultant, and that NEO will not be liable for any personal injury to Consultant or to others, or for any property damage which may be occasioned by the actions of the Consultant or in the performance of the Services hereunder.

C. Consultant understands that s/he is solely responsible for consultants own income taxes and other employment related taxes and the parties agree that all tax returns and tax forms and filings will be prepared in accordance with the terms of this Agreement; that is, those returns shall indicate that all income Consultant received as a result of this Agreement is income earned as an Independent Contractor and not as an agent or employee of NEO.

- D. Because Consultant is not an agent or employee of NEO, it will not withhold monies from Consultant's compensation for Federal or State income tax purposes nor will it make any payment or contribution in Consultant's name or on her behalf for purposes of Social Security, Unemployment Compensation, Worker's Compensation, or for any other similar purpose.
- E. Consultant shall not participate in or in any way share in any benefit plan, program or fringe benefit of any kind created by NEO or in which NEO participates for the benefit of the employees.
- F. Consultant shall determine the manner and methods to be used in performing the Services and the hours and methods by which the Services are performed. NEO retains no right to direct or control the manner or method of such performance, but Consultant is obligated to produce the results, information, and materials called for by this agreement in the time contemplated by this contract, and applicable state and federal law.
4. Confidential Information. In the course of performing the Services, the Consultant may have access to confidential information of NEO and its employees or schools and or students of those schools. Consultant agrees not to use or disclose any confidential information to third parties, and shall return all information and copies of information to NEO upon completion of this agreement.
5. Nondisclosure of Information. Consultant agrees to comply with the Minnesota Government Data Practices Act and FERPA with regards to all student and employee data. Consultant specifically understands and agrees that all information collected during consultants work may not be directly or indirectly disclosed disseminated, publicized or cause or permit another person to disclose, disseminate, or publicize any data that consultant collects without prior written consent from NEO. In the event the Consultant receives a court order, subpoena, or request for data she has collected, Consultant agrees to immediately notify NEO so that NEO may respond in compliance with the Minnesota Government Data Practices Act and take any other action it deems necessary or appropriate.
6. Property Rights. NEO shall retain all property right, title and interest in any research, written products, computer analysis, or other information or documentation, produced or developed by Consultant in the course of providing the Services. Consultant agrees that any work product created by Consultant in the performance of the Services hereunder is a work made-for-hire under United States copyright law and owned by NEO.
7. No Conflicts. Consultant states that s/he has no conflict of interest in performing the Services and that if any conflicts or potential conflicts arise, Consultant will notify NEO of any such conflicts.
8. Construction of Agreement. This Agreement, which is to be performed and construed under Minnesota law, and may be in addition to other Agreements made and between NEO, Consultant and other departments at NEO. However, this agreement contains the entire agreement of the parties.

Consultant

Name: _____

Signature: _____

Phone: _____

NEO Representative

Name: Wendy Swanson Choi

Signature: _____

Phone: 612-889-2103

Attachment A: Agreement with Independent Contractors/Advisors

NEO Mission: Authorize and oversee charter schools through consistent, ongoing and robust evaluation to achieve significant and measurable student growth.

NEO Vision: The vision of NEO is to be a leading Minnesota authorizer of innovative, diverse, effective charter schools.

NEO Advisors provide expertise in areas of academic, operations, and/or financial oversight and evaluation of authorized schools.

School Site Visit or New School Applicant Interview + Completed Form

\$300 per school visit + travel time and mileage* to and from schools requiring more than a 80 mile round trip. Advisors must submit the completed Site Visit or New School Application Evaluation form provided by NEO in advance of payment.

Includes:

- Annual formal site visits to schools that NEO authorizes
- Learning walks at schools that NEO authorizes
- Site visits to schools applying to NEO for authorization
- Founding team interviews of new schools applying to NEO for authorization
- Annual Celebrations of Leading and Learning (full day attendance)

Desktop Application Review + Completed Form

\$300 per application review. Advisors must submit the completed evaluation form provided by NEO in advance of payment.

Includes:

- New school applications- those seeking a charter to open a new school
- Applications for expansions (to additional site or grade or PreK program)
- Transfer school applications

Board Meeting Observation + Completed Form

\$200 per school board meeting + travel time (\$20/hour) and mileage to and from schools requiring more than a 80 mile round trip. Advisors must submit the completed board observation form provided by NEO in advance of payment.

*Note: Travel time of \$20/hour and mileage is paid only for round trip travel in excess of 80 miles. This will typically be to and from RSTEM Academy, TEAM Academy, Nerstrand Elementary School, New Century Academy, Lafayette Charter School, SCMSA, and Kato Public Charter School unless otherwise negotiated.

1. Start Effective Schools

Please check the ways that you are interested in working with NEO to start effective schools

- B.1 Identify and document effective new school leads (including developing an RFP process)
- B.1 Complete a rigorous applicant review process (review applications and interview founding teams and record results)
- B.1 Improve new school application review process (application, protocols, rubrics)
- B.2c Use basecamp to monitor progress with ready to open indicators and provide documented feedback
- B.2c Observe new school board meetings and provide documented feedback
- B.2c Review and comment on start-up grant applications
- B.2c Review and comment on lease agreements and on lease-aid applications
- B.2c Review and comment on key documents such as Articles, Bylaws, Leases
- B.8 Identify and facilitate sharing of effective practices

2. Support Continuous Improvement of Operating Schools

Please check the ways that you are interested in working with NEO to support the continuous improvement of operating schools

- B.3/B.4 Reach clear expectations with schools through the performance framework and implementation manuals (manuals that describe how the schools consistently collect and share results of alternative measures)
- B.5 Use Epicenter to verify compliance, identify and document exemplars, and provide review and comment for consideration in continuous improvement (for example, verify compliance and provide review and comment of the annual report, annual budget, lease-aid application, assurances and accompanying policies)
- B.5 Conduct annual formal site visits to verify and document compliance (trust and verify) and reach a shared understanding with the school, of the school's status relative to the contract renewal expectations (documented in the performance framework)
- B.5 Conduct board meeting observations and complete the board observation rubric to provide feedback for consideration in continuous improvement and to verify compliance
- B.5 Review/comment on and monitor/evaluate school plans for continuous improvement of schools that fall below expectations in academic, climate, governance, and/or financial performance
- B.5 Review/comment on key documents including Budgets, Bylaws, Policies
- B.6 Resolve complaints and document resolutions (fact finding and evaluation)
- B.7 Provide technical assistance (board training on statutes/contract) to schools
- B.8 Conduct learning walks and document and share observations and document and ask questions that the schools can use in continuous improvement
- B.9 Conduct contract renewal evaluations (similar to annual formal visit)

3. Recognize, Promote, Replicate and Expand Effective Practices

Please check the ways that you are interested in working with NEO to support the recognition, promotion, replication and expansion of effective practices

- B.2a/B.2b Review/comment on and monitor/evaluate strategic plans for site and grade level expansions
- B.8 Identify NEO Stewardship Award in Finance winners and create and give the awards
- B.8 Identify NEO Academic Award winners and create and give the awards
- B.8 Conduct events like the NEO Celebration of Leading and Learning for the purpose of recognizing and promoting as well as facilitating sharing of effective practices
- B.8 Participate in Learning Walks to identify and document effective practices to share
- B.8 Provide opportunities for ongoing communication related to key areas of focus
- B.8 Research common school documents such as lease agreements to identify and document best practices and common areas for improvement

Organizational Support

Please check the ways that you are interested in working with NEO to improve NEO operations

- A.5 Develop and document a system to tie the school performance frameworks to the MDE databases of results as well as the Epicenter academic and climate performance data that the schools will upload this year in order to update the performance frameworks as data is available
- A.5 Develop and document a system to build a repository of effective practices that can be easily accessed to meet school needs
- A.5 Improve the use of Basecamp by making it easier to locate, share, communicate and use the information to effectively and efficiently complete the work identified above for the three ways to reach the goal
- A.5 Improve the use of Epicenter by making it easier to locate, share, communicate and use the information to effectively and efficiently complete the work identified above for the three ways to reach the goal
- A.5 Develop and document a system for storing NEO documents in an organized way aligned to MAPES
- A.9 Develop and document a system for NEO to use to monitor its own progress
- A.9 Annual Report
- A.9 Survey schools to gain feedback for NEO to use in continuous improvement
- A.11 Develop and document a system for NEO to use to ensure compliance with deadlines and requirements
- A.10 Document and facilitate sharing of authorizer best practices with other authorizers

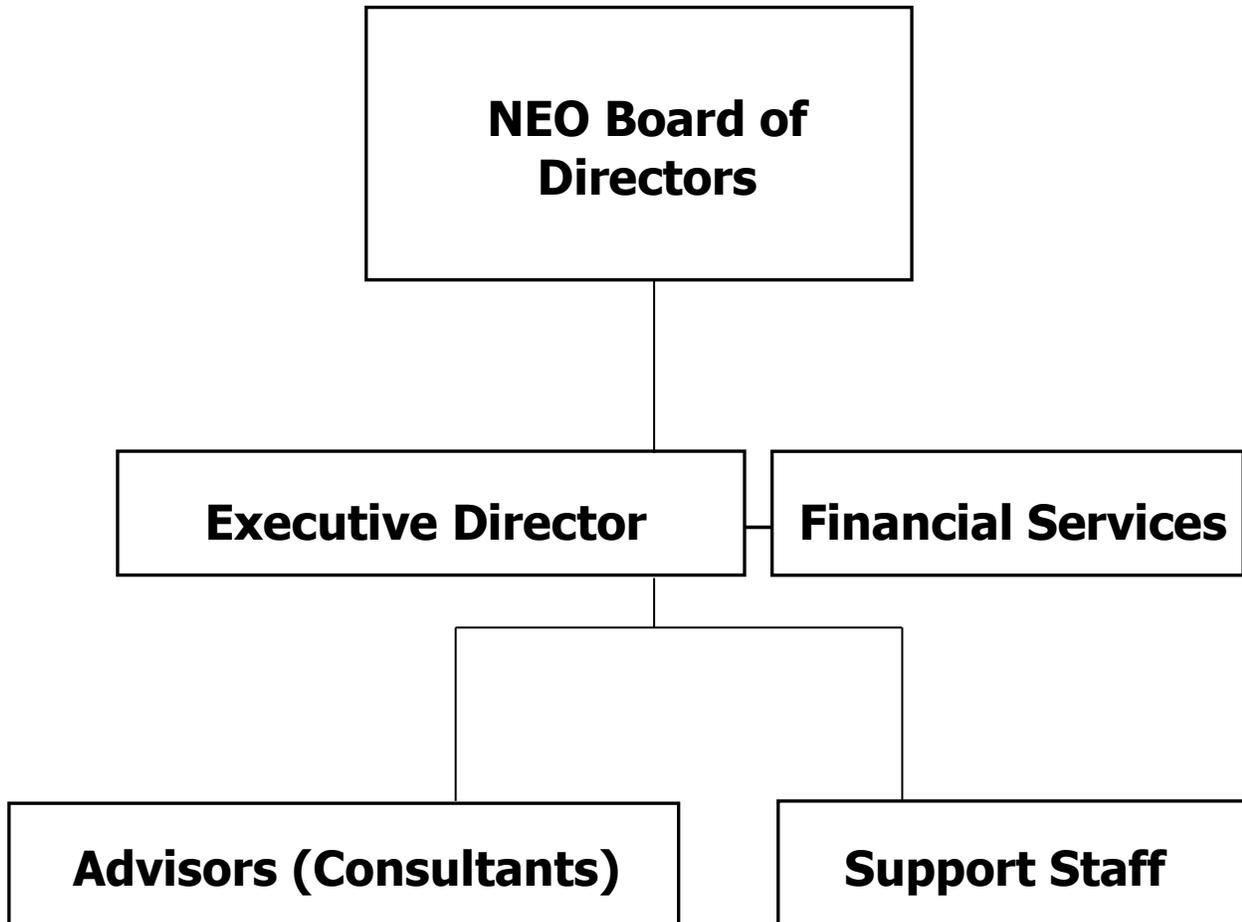
Other Support

Please explain any other ways that you are interested in working with NEO to reach goals:

ADDENDUM ITEM III

NEO ORG CHART

Novation Education Opportunities Organizational Chart



ADDENDUM ITEM IV

NEO DATA SHARING AGREEMENT

**DATA SHARING AGREEMENT
BETWEEN
NOVATION EDUCATION OPPORTUNITIES
AND
[Name of Person and/or Organization]**

1. This Data Sharing Agreement is entered into between the *Novation Education Opportunities* (hereinafter “NEO”), an approved charter school authorizer under Minnesota Statutes, Section 124D.10 and *[Name of Person and/or Organization]* (hereinafter “the School”).

NEO and/or the School may amend this agreement by mutual consent, in writing, at any time.

2. Purpose of Agreement

The purpose of this Data Sharing Agreement (DSA) is to clearly document what data are being shared and how that data can be used. Such an agreement serves two purposes.

First, it protects the agency providing the data, so that the data is not misused. Second, it prevents miscommunication on the part of the provider of the data and the agency receiving the data by making sure that questions about data are discussed.

NEO will enter into this Agreement with the School for the sole purpose of providing NEO with student-level data for analysis for updating the NEO-School Performance Framework, which will be used by NEO and the School to perform mandated charter school authorizer oversight functions. The data provided by the School will enhance NEO and the School to further analyze the student data to be able to accurately and timely update the NEO-School Performance Framework and understand contract renewal status.

This data analysis will increase the capacity of NEO as a charter school authorizer and the School to monitor and evaluate the academic performance. Specifically, the data will be used to satisfy NEO’s and the School’s responsibility to monitor and evaluate charter school performance to improve all student learning and achievement.

The data will only be used for research and/or analytical purposes of school level data and will not be used to identify individual students, or shared with any other organization or individual who is does not need the data to update the School Performance Framework and who does not sign this agreement.

3. Period of Agreement

The period of this Agreement shall be in effect from **DD MMM YYYY** until terminated in writing by either party.

4. Description of Data

The School will provide NEO a set of data that has anonymous identifiers for each student under this Agreement. If it becomes necessary to analyze data from the School that includes student names, NEO will destroy all data upon completion of updating the School's Performance Framework. However, every effort will be made to work only with data that has anonymous identifiers for students. Anonymous identifiers are matched to individual education records and only information described in this Agreement will be shared with NEO. In all internal and external reports that use student-level data received from the School under this Agreement, NEO will report only summary data that does not contain any characteristics that identify or potentially identify an individual student, by reporting data about students aggregated into groups (such as by grade or by school).

Examples of data elements to be exchanged and reported are listed below.

	Demographics & Student Data
	districtNumber
	districtType
	schoolNumber
	districtName
	SchoolName
	Grade
	Gender
	ethnicCode
	legFlag
	speFlag
	frpFlag
	subjectName
	testName
	reportCode
	scaleScore
	achievementLevel
	growthZScore
	October1 school flag
	October1 District flag
	use in School Summary Flag
	use in District Summary Flag
	Proficiency denominator school
	Proficiency denominator district
	use in MMR Growth

5. Method of Transfer & Security of Data

NEO and the School will employ industry best practices, both technically and procedurally, to protect the School's data from unauthorized physical and electronic access during transfer. Methods employed are subject to review and approval by NEO and the School.

All Parties will comply with all applicable federal and state laws and regulations protecting the privacy of students including the Family Educational Rights and Privacy Act (FERPA).

NEO will apply security and privacy protections when using, sharing, and storing student-level data received from the School under this agreement. NEO will assume responsibility of data received and will employ industry best practices, both technically and procedurally, to protect data from unauthorized physical and electronic access.

Such protections include, at a minimum, limiting the number of copies of data; ensuring that only those employees and contractors who need to have access to the data in order to complete their work have access to the data; ensuring that the data is stored in such a way that prevents access by unauthorized persons, such as using password protections and secure emails. NEO will use reasonable efforts to store and process the data received from NEO in such a way that unauthorized persons cannot retrieve the information by means of a computer, remote terminal, or any other means. NEO as mentioned will use appropriate safeguards to protect the privacy and integrity of individual-level data that it creates, receives, maintains or transmits under this agreement.

The NEO Executive Director will be notified in the event the security, confidentiality or integrity of the data exchanged is, or is reasonably believed to have been, compromised. Notification will take place within 24 hours of discovery and appropriate course(s) of action will be determined.

To support its responsibilities as an authorizer, NEO may retain in its possession at any time five years of data. Once NEO has five years of data, each year when it receives additional data, NEO will destroy the oldest year of data it holds so that it retains only the five most recent years of data, unless the parties arrange new terms in a subsequent agreement. NEO will follow the School's data retention instructions.

NEO agrees to use the data it receives from the School only to the extent necessary to conduct its monitoring and evaluation responsibilities in compliance with and as described in this Agreement. NEO will not use the individual-level student data for any other purposes. This restriction does not apply to summary aggregate data created as a result of the Agreement, so long as the summary data does not potentially personally identify any individual student.

NEO will report only student information based on a student count of 10 or greater; information about smaller numbers of students will not be reported.

Data exchanged under this Agreement may not be duplicated, disseminated or used by NEO for any other purpose or program without the express written permission of the School. This restriction does not apply to summary aggregate data created as a result of the Agreement, so long as the summary data does not potentially personally identify any individual student.

NEO will report any known data security or data privacy incidents to the School as soon as they become known. For purposes of this Agreement, security incident means the unauthorized access, use, disclosure, modification, or destruction of information. Privacy incident means violation of the MGDPA or any other applicable state or federal data practices laws, including, but not limited to, improper and/or unauthorized use or disclosure of protected information and breach of security of information as defined by Minnesota Statutes, Section 13.055. This report must be provided to the School as soon as possible after the security or privacy incident is discovered by NEO.

NEO will destroy data received from the School upon termination of this Agreement term. No party may assign or transfer any rights or obligations under this Agreement without prior written consent of the other party. Any amendments to this Agreement shall be in writing and shall be executed as an amendment to the Agreement.

Cancellation. This Agreement may be canceled by any party at any time, with or without cause, upon thirty (30) days written notice to the other parties. Each party specifically reserves the right to immediately cancel this Agreement should a party, in its sole discretion, determine that private or confidential student information has been released in a manner inconsistent with this Agreement or has not been maintained in a secure manner.

Authorized Representatives. The following individuals or their successors will serve as authorized representatives for purposes of data access under the Agreement:

NEO Representatives (who need to access data for updating and verifying data for the NEO-School Performance Framework)

I have read, understood, and will comply with these requirements

Print name on line below.

Sign name on line below.

Date:

I have read, understood, and will comply with these requirements

Print name on line below.

Sign name on line below.

Date:

I have read, understood, and will comply with these requirements

Print name on line below.

Sign name on line below.

Date:

School Representative:

I have read, understood, and consent to this agreement.

Print name on line below.

Sign name on line below.

Date:

ADDENDUM ITEM V

**NEO STAFF AND ADVISOR
RESUMES AND/OR VITAE**

Anita M. Dualeh

1624 Cumberland Street
Saint Paul, MN 55117
651-697-1585
anitadualeh@gmail.com

- Experience: Novation Education Opportunities, a Minnesota Charter School Authorizer
Adviser Jan 2012 – present
monitor and evaluate charter schools' progress toward achieving significant student growth
provide oversight, evaluation, and assistance in the area of ELL academic performance
assist with the selection of new charter schools to authorize
- Teachers on Call, Saint Paul, MN
Substitute Teacher for St. Paul Public Schools Sept 2016 – present
manage diverse classrooms; problem solve
deliver lessons to a variety of learners, from early childhood through high school
- Nonfiction Writer** Feb 2008 – present
write reading passages for elementary, middle and high school levels
create reading and writing test items based on Common Core State Standards
develop English language proficiency and alternate assessment items
- Minnesota Department of Education, Assessment Division, Roseville, MN
Limited English Proficiency Assessment Specialist Apr 2003 – Jan 2008
manage grades 3-12 reading and writing language proficiency assessments
train teachers to administer the state oral language proficiency assessment
assist in creating sheltered English math tests
develop on-line K-12 listening & speaking test
write Minnesota English Language Proficiency Standards
- Erdem Hotlogch Foreign Language College, Darkhan, Mongolia
English Language and Pedagogy Instructor Sept 2000 – Dec 2002
teach English as a foreign language and language teaching methodology
develop course materials
mentor future teachers
- Minnesota English Center, University of Minnesota, Minneapolis, Minnesota
English Instructor (part time) July 1999 – Aug 2000
teach English for academic purposes
conduct classroom-based teacher research
- Mizpah Christian High School, Weno, Chuuk, Federated States of Micronesia
English Instructor Aug 1995 – Jun 1998
teach high school English
advise students in college application process
supervise extra-curricular civics club
- ELS International, Taegu, Korea
English Instructor Aug 1994 – Aug 1995
teach adults conversational English and TOEFL preparation

- Education: University of Minnesota, Minneapolis, Minnesota
Master of Arts in teaching ESL Sept 2000
thesis: *“What do you mean they don’t know past tense?” Exploring ESL learner’s grammatical accuracy in context*
- Biola University, La Mirada, California
Bachelor of Arts in English May 1994
graduated cum laude
- Volunteering: **Refugee Life Ministries team leader** 2012 – present
Calvary Church, Roseville, Minnesota
- MinneTESOL treasurer** 2005 – 2007
- Somali Adult Literacy tutor** 2003 – 2007
Minneapolis and St. Paul, Minnesota

Summary Bio for Charles A. Speiker Governance and Finance Analyst

Charles A. Speiker has degrees in several fields including doctoral majors in philosophy, administration and curriculum and instruction. He has been involved in the alternative education setting since 1972. Dr. Speiker worked in private and public education; K-12 and higher education; public sector and private sector; local, state, national and international levels. He carried several titles including teacher, professor, principal, director, superintendent and board member. He received numerous civic and education honors including national and international recognition. He wrote the first computer literacy program for junior high students in the late 70's and 80's. He conducted the first management training program on microcomputers in the 80's.

He has conducted training programs across the nation and countless programs in Minnesota in the areas of management, governance, and finance. He has successfully written grants in curricular areas including career education.

Charles was a founding member of several charter boards. He created and implemented a state-wide charter director training program and was a specialist in the evaluation of governance, finance and operations for many authorizers. He has published books, articles on education in general and created tools for charter schools in areas that assist in shaping internal controls, budget building and oversight of finances in schools. He was CEO of businesses and schools. He also created exemplars in fund balance policy, bylaws and related policies, removal of audit findings and dashboards in governance.

He assisted many charter schools in their recovery from statutory operating debt as well as assisted many schools with their start up. He created the MDE finance award that was earned by many Minnesota schools as well as was an educational finance specialist for the Minnesota Department of Education.

He participated in several post-doctoral programs including those sponsored by IBM on organizational development. In the past few years and recently, he participated in a variety of professional development workshops and webinars on special education, English Learner, school finance, UFARS, Data Privacy, Open Meeting Law and charter schools and authorizer evaluation.

Dr. Speiker also extended himself as a volunteer for organizations such as those with an educational, civic, religious and scouting emphasis. He was recognized for his efforts by dozens of non-profits at local, state and national levels.

Recent professional activity included the development of methods for the evaluation of schools, the creation and annual implementation of the NEO Finance Award, the improvement of governance practices for schools, participation in a variety of NEO evaluation activities and the creation of tools for management and finance.

2020

Jean M. Neuman EdD

18837 Osceola Rd., Shafer, MN. 55074

Home Phone: 651-257-6654 Cell: 651-354-2415, E-Mail: jean.neuman@frontier.com

Experience

Minnesota Instructional Practice, LLC Consultant, owner. Emphasis on School needs Ongoing
Continuing education to remain current: MILI project, cultural competency, suicide prevention, SPED/504

Advisor/consultant for Novation Education Opportunities (NEO) Charter School Authorizer Ongoing
New application reviews, personalized School Board Observations with feedback, Formal site reviews for compliance updates, Lead, participate & teach Learning Walk protocols for ongoing schools P.D. & self-reflection

National School Innovation Project (SAM)

■ Time Task Analysis: On call 2013 to present

Director of Program Development 2013-2014

■ Little Free Library: Design and writing of "How to Manual", TED Talks and all communication materials

Principal Minneapolis Public Schools 1989-2013

■ Lead, designed, developed and restored innovative school programs in Minneapolis Public Schools, Minnesota:

Broadway High School, Success Academy High School, Sheridan PreK-8 Arts Magnet,

Windom Spanish Immersion PreK-8, Anwatin Middle School I.B, Seward Montessori PreK-8 &

Principal Reserve: Interim Principal Lyndale Community School April-June 2017 & On call Ongoing

Included: Building budgeting, hiring, reviewing staff performance, marketing, curriculum selection, all P.D. & communications. Committees: District: Budget 12 yrs., Assessment, 7 yrs., P.D & HR Selections

Anoka Public Schools & Osceola Wisconsin

■ Coon Rapids Senior High School Assistant Principal 1987-1989

■ Osceola Middle School Principal 1984-1987

Teacher St. Paul Public Schools 1974-1984

■ Teacher on Special Assignment: Mainstream Specialist and Assessment Team

■ Teacher Special Education Physically Impaired, Developmental/Adapted Education

Education

University of Minnesota

Doctorate, Education Administration: Preparation of the Urban Principal 1998; Education Administration License 1984; Masters Education Psychology 1983, Bachelor of Science 1974. Nine MN. Education licenses.

Hamline University Superintendent License 2008.

Objective for Continued Service: Collaborate, mentor, coach and share successful instructional practice and organizational expertise with individuals, non-profit and educational organizations.

Skills

*Author, with demonstrated expertise in descriptive and creative writing. *Teaching of systems design for quality results. *Advising and coaching of new teachers and administrators with emphasis on instruction & school improvement. *Modeling of creative and collaborative methods. *Coaching & mentoring with supportive and caring attitude. *Demonstrated public presenter and speaker at local and national level. *In depth analysis and evaluation of school programs, design, instruction and management. *Ability to coordinate projects and programs. *Perceptive and self-directed.

Willie Jackson Ed.D.

Education Specialist
Coach | Mentor | Accountability Partner
Parent Consultant
Hybrid Civil Mediator under MN Rule 114

952-334-1192
jacksonwillie951@msn.com
www.reflectiveresource.com

SKILLS

Early Learning & K-12 Curriculum
General and Special Education
Facilitation
Negotiations | Mediation
Team Building
Training | Teaching

HIGHLIGHTS

Research focus on generational differences and the application in coaching, mentoring approaches as well as workplace dynamics

Written 3 peer reviewed articles on mentoring and converted to presentations for application

Featured presenter at International Mentoring Association Conferences & Mentoring Institute at the University of New Mexico

Results driven problem solver and designer of functional infrastructures

EDUCATION

Ed D. Educational Policy and Administration
University of Minnesota
Minneapolis, MN

Specialist: Curriculum Design & Industrial Relations

University of Minnesota
Minneapolis, MN

MS Education and Counseling
Southern Illinois University
Edwardsville, IL

BA Accounting, Economics and Sociology
Mc Kendree College, Lebanon, IL

PROFESSIONAL EXPERIENCE

Reflective Resource Incorporated, Edina, MN President / Founder
October 2006 – Present

Business Consultant

- Advise charter school authorizer Novation Education Opportunities (NEO) and serve as early childhood learning subject matter expert.
- Plan and facilitate transitions for executives and business owners, resulting from promotion or retirement.
- Organized and facilitated a two-day staff retreat for a McDonald's franchise owner to jump start a 90-day plan for a 10-store expansion.

Education Consultant

- Conducted 14 formal site visits, 3 learning walks, 5 environmental scans and 5 board observations for NEO charter schools.
- Reviewed new charter school applications and created a template to capture feedback for NEO authorizer.
- Created assessment rubric for NEO Pre-K programs that mimicked content of MDE affidavit to promote a phased concept for measuring pre-K program capacity and success.
- Subject matter expert for US Department of Education grant reviews.
- Serves as Assessment Administrator for National Assessment of Education Progress (NAEP).
- Developed protocols for staff and school systems to implement policies and procedures, including compliance with Individuals with Disabilities Education Improvement Act (IDEIA).
- Collaborated with Minnesota Legislative Special Education Task Force to compare federal /state laws to determine policy impact.
- Created a plan to address federal/state noncompliance related to infrastructure and service delivery of Minneapolis Public Schools English Language Learners Department.

Coach | Accountability Partner

- Provide one-on-one coaching to help process changes with personal life and professional environments or facilitate learning desired skills.
- Coached 10 cohorts, which included 75 elementary, middle or high school principals from 15 states, to complete of a 9-month mentor certification program.
- Served as Clinical Staff for Columbia University responsible for coaching students pursuing master's degree in education.

LICENSES

District Superintendent-School
Business Officer-Director of
Special Education

Elementary/Secondary School
Principal -Elementary Education-
Specific Learning Disabilities

Resident Insurance Producer

CERTIFICATIONS

P3 Learning Environments: The
Art of Communication in
Classrooms for Young Children

Mediator under MN Rule 114, a
hybrid civil mediator

National Principal Mentor

Parent Consultant

MEMBERSHIPS

International Mentoring
Association
2012 – 2018

Elk River Library Board
2011– 2018

National Association Elementary
School Principals
1991 – present

Minnesota Elementary
Association School Principals
1991- present

Willie Jackson Ed.D.

Mentor

- Design and deliver data driven presentations to inform and teach the basic skills set for mentoring.
- Create protocols and accountability formats to ensure productive mentoring sessions.
- Mentor new principals to develop leadership and team building skills; and to learn communication strategies with district staff and community stakeholders.

ARTICLES PUBLISHED

- "Becoming an Effective Mentor" Connect, International Mentoring Association, January 2014
- "Pathways to Better Training for Principal Leadership", Wow! Ed, The Center for Educational Improvement, May 2013

PRESENTATIONS

- "Overview of Minnesota Department Education (MDE) Early Childhood Indicators of Progress (ECIPs): Minnesota Standards: Birth to Kindergarten"; 2019
- "Domain Overview Early Childhood Indicators of Progress (ECIPs) Minnesota Early Learning Standards; 2019
- "Generational Cohorts" NEO Celebration of Leading and Learning; 2019
- "Relationships with Generational Differences in Mind." Advanced Early Neutral Evaluation Training, 2018
- "Mindset and the Generational Lens" Minnesota Elementary School Principals (MESPA) Institute 2018 MESPA Speak (Ted Talk Format)
- "How to Coach Generation Z" Mentoring Institute University of New Mexico Conference, 2017
- "Initiating Mentoring Relationships with Generational Differences in Mind" Brown Bag Training at CSR, Arlington, VA 2015
- "Coaching and Mentoring," Summer Principals Academy New Orleans (SPA-NOLA), Columbia University, 2015
- "NAESP Mentor Program: Nine Months Internship to become a Certified Mentor", NAESP Annual Conference, 2013
- "Formula for Student Achievement: Making the Connections Work", Peters Group Education Conference, 2010
- "A Growth Mindset for Engagement", Minnesota Association for Supervision and Curriculum Development, 2010

Jennifer Borgeson

4719 Ladyslipper Ave. N. ~ Brooklyn Park, MN 55443 ~ borgesonj@gmail.com ~ [763.245.7932](tel:763.245.7932)

Education

Master of Science, Information Media & Technology. St. Cloud State University

Bachelor of Science, Elementary Education. St. Cloud State University (Emphasis in Spanish)

Licensure/Certifications

School Principal, K-12

Library Media Specialist, K-12

File Folder Number: 348362

Elementary Teacher, 1-6

National Certification for Online & Blended Teachers from Leading Edge (LEC)

Google Certified Educator

Honors

ISD 279 Foundation Grant Recipient. "High School Urban Lit. Club".

US West/NEA, Grant Recipient. "Mobile Technology & Staff Development"

Summa Cum Laude Graduate. St. Cloud State University, St. Cloud, MN

Magna Cum Laude Graduate. St. Cloud State University, St. Cloud, MN

Office of Multicultural Academic Support, Academic Scholarship Recipient. St. Cloud State University

Professional Experience

Media & Technology Specialist. Osseo Senior High, Osseo, MN. 2015-present. (Maple Grove Jr. High 2012-2015, Park Center IB World School 1999-2010.) **Teaching & Administrative Duties-** Provide leadership, training and implementation strategies for staff in the area of personalized learning. Technology teacher providing training and support for: Google Docs, Schoology, and 1:1 iPads in the classroom. Synergy and Schoology trainer. **Committees-** Blended Learning Collaboration Community, Building Leadership Team, PBIS Coach, Technology Committee Chair.

Novation Education Opportunities Advisor. MN Charter School Authorizer. 2017-present. **Teaching & Administrative Duties-** Provide leadership, oversight, evaluation and tech assistance in the areas of charter school board governance and compliance. Support the NEO Director and other Advisors in technology. Expert in the area of online experiences for professional development and training.

Staff Development/Assessment Specialist. Osseo Area Schools, Maple Grove, MN. 2014-2015. **Teaching & Administrative Duties-** Facilitated job-embedded, site-specific staff development and system-wide staff development. Supported building administration and Director of Curriculum & Instruction in ensuring equitable student achievement gains through teacher collaboration and data team facilitation. Lead and supported implementation of digital learning and blended learning strategies to improve student achievement and engagement. Schoology trainer. **Committees-** Middle Level Design Team, Standards Based Grading & Instruction Committee.

Instructional Leader/Data Coach. Broadway High School, Minneapolis, MN. 2011-2012 **Administrative Duties-** Instructional Leader for Project Based Learning and Blended Online Learning at ALC for pregnant and parenting mothers (Ages 14-21). Provided leadership for data teams and conducted staff development for data retreats and instructional meetings. Maintained data notebook and wrote Instructional Progress Reports required for MDE. Provided leadership as Work Experience Coordinator, Testing

Coordinator, GED Advisor. Coordinated all state testing and supervised student activities. **Committees-** Instructional Leadership Team.

Middle School Assistant Principal. Connections Academy, St. Paul, MN. 2010-2011

Administrative Duties- Middle School Administrator (K-12 online charter school) managing and leading in the areas of: online curriculum & instruction, assessment, counseling services, enrollment, student activities, and special education. Managed, observed and evaluated all middle school teachers. Conducted all hiring and new employee training. Planned and supervised student activities and managed all behavioral concerns. Supported Marketing Department with student outreach, marketing and public relations. **Committees-** Parent Advisory Chair, RtI Manager and member of Strategic Planning Committee.

Testing Coordinator & Administrative Intern. Park Center IB World School, Brooklyn Park, MN. 2009-2010. Teaching & Administrative Duties-

Coordinated all standardized testing: NWEA/MAP, GRAD Math & Reading, TEAE, MTEL, MCAs, BST, and GRAD Science. Collaborated with Intervention Teacher to assess and recommend placement for students who needed interventions in math and reading. Supervised student activities and student common areas. **Committees-** Standards Based Grading Committee, IB Leadership Team, Staff Development, and Student Assistance Team

Accomplishments ~ Professional Skills ~ Training ~ Memberships

Quality Matters Training, Teaching Online - June 2019

Google for Education Certified Educator - August 2018

Novation Education Opportunities (NEO) Advisor and Grant Reviewer, 2017-present

National Urban Alliance (NUA) Teacher Training, Osseo Summer Institute 2016, 2018

National Certification for Online & Blended Teachers, Leading Edge Certification (LEC), November 2015

Experience in innovative teaching and learning environments including: ALC, online learning, PBL (project based learning), and International Baccalaureate Programming

Strong knowledge of standards based instruction and grading

In-depth knowledge, training, leadership in data driven, "Turnaround" school models and strategies

In-depth knowledge, training, leadership in Professional Learning Committees and Data Teams

Created and implemented model for Response to Intervention (RtI) in an online school

Data Teams 4 Learning, The Leadership & Learning Center, Sacramento, CA -Spring 2014

PBIS Cohort 9, MN Dept. of Education, Aug. 2013-2015

Coaching for Racial Equity-Deepening Will, Skill, Knowledge and Capacity to Coach for Systemic Racial Equity Transformation - Luis Versalles, Facilitator and Director of Educational Partnerships, school year 2014-2015

ENVoY Training, Nancy Burns, Fall 2014-15

Leadership Matters: Skills & Distinctions for Adaptive Challenges, Fall 2014

Beyond Diversity Training, Cortland Butts - National Trainer & Facilitator, June 2013

EdVisions Schools Design Essentials Training, November 2011

e2020 Training (now called, Edgenuity)- Online Learning Management System, November 2011

Connections Academy Leadership Retreat, Baltimore, MD, Summer 2011

Minnesota K-12 Online Learning Alliance (MNOLA) Member, Fall 2010- Fall 2011

ASCD Member, 2008-2010

International Baccalaureate Training, The Personal Project, Houston, TX - Spring 2008

International Baccalaureate Training, Technology, Toronto, Canada - Winter 2006

Achieving & Sustaining Greatness Workshop, Winter 2005

International Baccalaureate Training, Librarianship, Cleveland, OH - Fall 2005

SEED Training (Seeking Educational Equity & Diversity), 2004-2007

- Create images of Microsoft windows 7 workstations and restore them
- Install and maintain Firewalls, routers, switches, printers, copy machines, scanners, network cables etc.
- Install various educational software for student academics, testing and supporting them
- Regularly evaluate processes and make recommendations to improve efficiency

IT Manager

TIZA

11/2004 - 08/2011

- Responsible for the entire IT operation
- Install and maintain local area network (LAN) hardware and software including Microsoft 2003 servers, Microsoft Exchange 2003 and 2007 Server, personal computers
- Administer day to day network operations including creating and maintaining network user IDs, logon procedures, file server systems, and security policies
- Provide advanced level support to PC and LAN users
- Software and hardware upgrades
- Perform system backups and maintain network stability
- Manage the Student Information System including database setups, migration, backups and restoration
- Monitor and assist teachers to manage student grade book
- Provide technology training to staff during Professional Development
- Prepare technology plan for MDE approval
- Apply for E-RATE grant yearly
- Designed and managed bus routes
- Manage school website
- Supervise office staff communications to parents using mail merge and voice broadcast systems
- Manage NWEA & MCA tests including student roster, advance testing all hardware and software, monitoring during testing and having a backup plans during testing
- Install and maintain routers, switches, printers, copy machines, scanners, network cables etc.
- Evaluate hardware/software requirements and capabilities and recommend for enhancements
- Act in accordance with departmental privacy and security policies and procedures

EDUCATION

Concordia University of Minnesota

Master of Arts, MA: Education / *Educational Leadership*

GPA: 3.95

St. Mary's University of Minnesota

Bachelor Science, BS: Information Technology / *Computer Networking*

MCTC, Minneapolis Community & Technical College

Associate in Applied Science, AAS: *Computer Support and Network Administration*

Windows Network Administration Certificate

Novell Network Administration Certificate

Mary Hunn, RD

2332 Hillwood Dr. E, Maplewood, MN 55119
mhunn@mhrdconsulting.com; 651-485-1576

School Nutrition Consultant / Advisor / Business Co-Founder, Former Co-Owner & CEO / Registered Dietitian

Summary

My wide-ranging expertise allows me to provide exceptional service to many different entities in the community. I am passionate about providing knowledge, resources, leadership, support, and successful results in the areas of school nutrition and students' health.

My top skills are: 1) Achievement – shown through hard work and productive outcomes, 2) Discipline – exemplified by highly organized methodology and implementation of actions, 3) Responsibility – having a strong commitment to the right ethics and true integrity, and 4) Learning – motivated to gain knowledge, always keep learning, and help others to do the same.

Experience

NEO Advisor

Novation Education Opportunities (NEO)
Twin Cities, MN
March 2019 – Present

Advising services for a variety of activities that include monitoring progress, documenting information, and providing resources for readiness to open tasks of pre-operational schools; evaluating federal and state government school compliance and providing expertise in the areas of oversight and technical assistance; and creating School Nutrition Programs requirement assets for the board development grant.

Founder / School Nutrition Consultant

Mary Hunn RD Consulting, Ltd
Twin Cities, MN
July 2009 – Present

Independent consulting and advising services for preschool to college level educational institutions regarding school food service operations, government nutrition programs administration, and food service management, including education, training, research, evaluations, and project management services. Provides comprehensive knowledge with an extensive background in the administration and operations of child nutrition programs and services in K-12 schools.

Co-Founder / CEO Advisor / Former Co-Owner & Chief Executive Officer

Done Right Food Services, Inc
Columbia Heights, MN

August 2007 – Present

School and event catering company specializing in providing healthy food that helps teach a healthy message to students, making it possible for schools to have outstanding food and nutrition programs, including expert services incorporating exceptional care, integrity, and professionalism. As Co-Owner and CEO, oversaw catering companies' performance for all core business functions to ensure the proper execution of all work activities and projects, determined and communicated strategic directions, provided the proper resources, built a successful culture, made solid decisions, led the senior leadership team, and held ultimate responsibility for all companies' actions.

Consultant / Director of School Nutrition Services

Designs for Learning, Inc
St Paul, MN
January 2006 – Present

Education consulting firm position providing a wide variety of consulting and advising services for prekindergarten to high schools, including services regarding school food service operations, government nutrition programs administration, food service management, nutrition education and training, research and evaluations, and project management.

Co-Owner & Chief Executive Officer

Karet Enterprises, Inc / dba Filfillah Restaurant
Columbia Heights, MN
June 2012 – June 2016

Restaurant serving traditional Turkish and Mediterranean cuisine in a sit-down setting, as well as take-out and delivery orders, special events catering events, and concessionaire services via food truck and festival tents. Oversaw restaurants' performance for all core business functions to ensure the proper execution of all work activities and projects, determined and communicated strategic directions, provided the proper resources, built a successful culture, made solid decisions, led the senior leadership team, and held ultimate responsibility for all companies' actions.

Supervisor / Project Manager / Coordinator / Specialist

Food and Nutrition Services - Minnesota Department of Education
St. Paul, MN
October 1990 - January 2006

Performed duties in a variety of child nutrition programs positions acquired by promotions, beginning as Child Nutrition Review Specialist and onto becoming Training Coordinator, Project Manager for Cyber-linked Interactive Child Nutrition System (CLICS), to Division Supervisor in Training and Compliance.

Registered Dietitian / Health Educator

International Diabetes Center and Health Education Dept - Park Nicollet Clinic (former St Louis Park Medical Center)
St Louis Park, MN
June 1986 – June 1990

Registered Dietitian / Intern

Hennepin County Medical Center
Minneapolis, MN
August 1983 – June 1986

EDUCATION**University of Minnesota, College of Home Economics, St Paul, MN**

Bachelor of Science, Nutrition and Dietetics, 1985

University of Minnesota, College of Education, Minneapolis, MN

Post-graduate study, 1987 - 1989

University of Minnesota, Carlson School of Management, Industrial Relations Center

Project Management, Principles of Effective Supervision, Performance Management, 2002

CREDENTIALS**Commission of Dietetic Registration, Academy of Nutrition and Dietetics**

Registered Dietitian - 11185

OTHER RELEVANT ACTIVITIES AND EXPERIENCES**CEO Member**

Economic Gardening Program, Anoka County, MN, 2015 - 2016

Accepted into established business enhancement program sponsoring CEO Roundtable discussions and providing customized research and tools in the areas of strategic market research, geographic information systems, search engine optimization, and social media marketing to enhance business growth opportunities.

School Board Chairperson

Star of the North Academy, East Bethel, MN, 2014 - 2016

Leader presiding over all board meetings, oversaw implementation of board and school policies, and ensured appropriate administrative practices were established and maintained in the public K-6 grade charter school.

PAST OR PRESENT PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

- Member, Academy of Nutrition and Dietetics
- Board Member, Nutrition Committee Chair, Twin Cities District Dietetic Association
- Member, American School Nutrition Association
- Member, Minnesota School Nutrition Association

Roderick Haenke

700 Douglas Ave. #704
Minneapolis, Mn. 55403
651-329-9172
roderickmhaenke@gmail.com

Summary: Rod Haenke is a consultant that provides services to the two of the largest authorizers of charter schools in Minnesota (serving 50 schools); as well as several individual charter schools.

Areas of Expertise: Strategic Planning, Curriculum Design, Backwards Planning, Formative Assessment Development and Analysis, NWEA Data Analysis, Curriculum Mapping, Project Based Learning, Reading Strategies Across the Curriculum, Math Concept Development, Brain Based Learning, Facilitative, Directive, and Transformative Coaching.

Authorizer Services	Charter School Services
Academic Data Reviews	Continuous Improvement Strategic Support and Guidance
Academic Program Evaluations	Leadership Coaching
Instructional Leadership Analysis	Professional Development Planning
Site Visits – Classroom Observations, Interviews, and Document Review	Teacher Evaluation and Coaching
Charter School Contract Review and Recommendations	Curriculum Mapping and Gap Analysis
Board Governance Training and Evaluation	Instructional Technology Planning
	"Best Practice" Research and Implementation Support
	Grant Compliance Monitoring

Current Clients

- Novations Educational Opportunities (authorizer of 20 charter schools in Minnesota including Universal Academy, Great River Montessori, Nerstrand Charter School, and New City Charter School).
- Volunteers of America (authorizer of 17 charter schools in Minnesota including TrekNorth, KIPP North Star Academy, and Lakes International Language Academy)
- Minnesota Charter Schools: Urban Academy, Minnesota Internship Center, El Colegio High School, Metro Schools, Discovery Public School, and Pillager Area Charter School

EXPERIENCE

Senior Consultant, Instructional Designs, Inc., Minneapolis, Mn. (2005-Present)

- Facilitates a cohort of "Learning Leaders" or instructional leaders in how to more effectively coach teachers in how to differentiate learning and increase student engagement.
- Provides training to teachers on classroom management, differentiation, integration of technology, project based learning, curriculum mapping and alignment, and other "best practices."
- Improves the academic performance of over 50 Minnesota charter schools by evaluating instructional programs, initiating school improvement plans, and establishing more rigorous performance measures in contracts with their authorizers.
- Advises the State of Minnesota Department of Education on the implications of the new ESSA legislation.
- Designs and facilitates School Improvement Plans for five schools.
- Develops instructional tools and curriculum resources that are utilized by dozens of Minnesota schools that blends standards based lessons, engaging instructional activities, and preparation for state exams.
- Develops and facilitates workshops and conferences catering to the needs of Minnesota schools on the topics of Student Centered Learning, Project Based Learning, and Classroom Management.

OTHER EXPERIENCE

- Founder of Several Charter Schools
- Director of the Teaching, Curriculum, and Assessment Project for the Minnesota Association of Charter Schools
- State Standards Committee and ESSA Committee Member
- Online Learning Enterpenuer
- National Teacher Trainer – Intergrating Technology
- Elementary School Principal
- Instructional Designer of Children's Educational Software
- Elementary School Teacher

PUBLICATIONS/CREDITS

- *Best Practices for Catholic Educator Series* (Today's Catholic Teacher)
 - *The Three E's of Technology That Makes a Difference in Student Learning*
 - *Big Ideas for Test Prep*
 - *The Brain-Compatible Teaching and Learning Equation*
 - *Classroom Management: Supporting Student Choices*
 - *Everyday Assessment of Reading*
- *Teaching American History with the Internet* (Classroom Connect)
- *The Learning Solution* (Broad Education)
- *Using Outstanding Internet Projects in the Elementary Classroom* (Bureau of Education and Research)
- *Lesson Plan-it* (Classroom Connect)

- *MayaQuest Trail, Cryptoquest, Dueling Digits, Number Jumpers, Math Keys, Oregon Trail, Number Munchers* (MECC and Houghton Mifflin)

EDUCATION

School Leadership Degree, St. Thomas University, St. Paul, MN.

M.A. Degree in Curriculum and Instruction, St. Thomas University, St. Paul, MN.

B.S. Degree in Elementary Education, St. Cloud State University, St. Cloud, MN.

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PRESENTATIONS

Florida Education Technology Conference, TIES Conference, Student Centered Learning Conference, Going Further with Project Based Learning Conference, Nebraska Educational Technology Conference, Minnesota Charter Schools Conference, and Minnesota Online Learning Conference.

OBJECTIVE

Provide the highest quality service to assist education organizations in meeting student achievement and operational objectives.

RELEVANT EXPERIENCE

Novation Education Opportunties (NEO) Eagan, MN

Executive Director – 2013 - current

- Engage NEO board, schools and other stakeholders to most effectively and efficiently work together to achieve measurable improvement in student learning in Minnesota.
- Develop, implement, and continuously improve structures and systems for providing consistent, ongoing, and robust feedback and evaluation to schools
- Remain current in statute governing charter schools and authorizers
- Communicate productively with the MN Dept of Ed, especially in resolving any school issues
- Hire and oversee the work of experts in the fields of charter school oversight to ensure the highest quality oversight
- Effectively communicate expectations for compliance and expectations for academic, governance, operational, and fiscal performance without micromanaging
- Monitor the fiscal health of NEO, including engaging with the NEO board in strategic planning for utilizing NEO resources most effectively to meet the NEO mission and vision.

Venture Academy, Minneapolis, MN

Design Team Member and Board Member – 2012- 2016

- Serve on the Venture Academy Board as Chair of the Learning Committee
- Served on the Venture Academy Design Team to design the academic program

Minneapolis Public Schools

Academic Reform Specialist – 2011- 2013

- Provided oversight and critical feedback to schools implementing School Improvement Grants
- Provided coaching to Instructional Leadership Teams implementing School Improvement Plans

Consultant – 2010-11

- Assisted the Office of New Schools in developing performance frameworks and contracts for autonomous schools and in developing and implementing a charter school renewal and evaluation process

New Millennium Academy and Minneapolis Academy, Minneapolis, Minnesota

Consultant and Instructional Leader– 2011- 2013

- Coach Instructional Leadership Team in implementing turnaround strategies
- Provide administrative support as needed

Nova Classical Academy, St. Paul, Minnesota

School Board Director and Development Committee Chair – 2009- 2011

Interim Executive Director - 2008-09

- Provided financial oversight that led to Nova's first clean audit and first MN School Finance Award
- Secured the facility and ensured contract renewal as well as authorizer and state approval for successful launch of the high-school

Board Director and Development Committee Chair - 2009-11

- Secured grant funds
- Led individual donor campaign to exceed goal of raising \$100,000 in 2009-10 and \$100,000 in 2010-11

Tarek ibn Ziyad Academy (TiZA), Inver Grove Heights, MN Lead Teacher/Education Consultant and Lead Teacher - 2005 to 2011

- Designed and implemented training for Instructional Leaders at TiZA and assisted schools
- Served on Dissemination Grant implementation team: Provided instructional leadership that supported increased student achievement in both math and reading for all five assisted schools in 2009-10
- Provided oversight necessary to ensure the school remained on track to meet student achievement goals
- Mentored administration and staff in using test results (such as NWEA, MCA-II, MTELL and TEAE) to inform programmatic decisions and classroom instruction to improve learning outcomes
- Mentored administration and staff in implementing the teacher incentive-pay program, "Q-Comp"
- Designed and created curricular materials that adhere to best practices in education
- Conducted demonstration teaching focused on instructional strategies
- Planned and presented content for staff development sessions
- Maintained positive communications with school stakeholders
- Provided instructional leadership to achieving the 2009 NWEA National Growth Award for the highest growth in student achievement in the nation and the highest ranking by CSP in MN in closing achievement gaps

Instructional Designs, Incorporated Eagan, MN

Education Product Development and Training Specialist - 2004 to 2010

- Designed and implemented training for Instructional Leaders at assisted schools
- Developed and presented content for teacher training sessions
- Assisted schools in the development of a continuous improvement plan
- Mentored administration and staff in using test results (such as NWEA, MCA-II, MTELL and TEAE) to inform programmatic decisions and classroom instruction
- Designed learning tools including interim tests and student activities that adhere to best practices in education
- Wrote successful grant proposals (TiZA Charter School Dissemination Grant and the Minnesota Center for Manufacturing and Engineering Center of Excellence Grant)
- Applied MS Office including Word, Excel, and PowerPoint to create presentations and education materials

Metropolitan Educational Cooperative Service Unit (Metro ECSU) Minneapolis, MN

www.ecsu.k12.mn.us

Workshop Facilitator - 2004 to 2007

- Designed and facilitated sessions attended by over 100 schools on implementing best practices to improve student achievement including using data to inform instruction and measure growth in student achievement

Minnesota Department of Education

External Provider - 2005-2006

- Assisted schools in using data in implementation of continuous school improvement plans
- Mentored assisted school administration in using data and best practices to improve student achievement.

OTHER RELEVANT EXPERIENCE

Minnesota Department of Education

State Academic Standards Committee - 2003-04

Worked collaboratively with committee members and experts to write the Minnesota State Academic Standards

South Saint Paul Public Schools, South St. Paul, MN

K-12 ESL Lead Teacher - 1995-98

Developed and implemented K-12 ESL program

English for Children, Seoul, South Korea

Program Director and Teacher - 1991-94

Developed, managed, and taught an English language program for children grades K-8

Pagoda Language Institute and Yonsei University, Seoul, South Korea

English Language Teacher - 1986-91

Taught university students and adults English grammar, vocabulary, listening, and speaking skills

Managed the development of program standards and designed lessons to reinforce key language concepts that became a part of the standard curriculum

EDUCATION

Hamline University, Saint Paul, MN

Teaching English as a Second Language (ESL) - Certified Grades K-12 - 1994

University of Wisconsin, Madison, WI

BS Elementary Education- Certified Grades K-8 - 1986

LICENSURE

Minnesota Elementary Education License

Minnesota English as a Second Language

License File Folder #328006

Adam Myhand

Eagan, Minnesota, 55123
3606 Denmark Avenue
(651) 587-6157 | myhan001@umn.edu

EDUCATION

Inver Hills Community College
Associate In Arts Degree

Inver Grove Heights, MN
Graduated – May 2014

University of Minnesota – Twin Cities (Cumulative GPA: 3.5/4.0 | Dean’s List 2/4 semesters)

Minneapolis, MN

- Linguistics Bachelor of Arts
- Certification in teaching English as second language

Anticipated – December 2020

PROFESSIONAL EXPERIENCE

DanceXchange

Edina, MN

Instructor

August 2013 – May 2015

- Create and execute lesson plans while tracking skill progression
- Develop students’ physicality, technical skills, and teamwork
- Assist faculty in developing advanced technique and competition level effects and visuals

Lionsgate Academy

Crystal, MN

Educational Assistant

September 2014 – August 2016

- Assist students by developing relationships, implementing goal-oriented individualized education plans and helping them to transition their schedule smoothly throughout the school day
- Tracking a variety of goals and organizing data using various mediums
- Effectively collaborate, plan, and communicate with faculty of diverse specialties to best foster student success and progress in a variety of environments
- Assist in the creation and maintenance of materials for students and classroom spaces
- Lead and supervise group activities, projects, and trips

TranscenDance Xperience

Edina, MN

Instructor

September 2015 – May 2018

- Develop students’ physicality, technical skills, and teamwork
- Develop competitive choreography and mix music
- Be transparent and professionally correspond with faculty and parents
- Review tracked skills and progression with students to facilitate reflection, critical thinking and goal-oriented self-practice
- Maintain and organize studio space

ALL DAY LLC

Co-Owner – Marketing & Media Consult

Twin Cities/Metro Area, MN

April 2012 - Present

- Create promotional content for collective events and advertisements
- Collaborate on graphic designs for merchandise
- Researching technology for applicable documentation and distribution methods
- Brainstorm and implement various marketing strategies
- Create, keep record of, and organize media related materials: photography, music, videography

Novation Education Opportunities

System Analyst

Eagan, MN

August 2018 - Present

- Creating, maintaining and utilizing databases, including school performance data and MN Charter Board Development and Training resources
- Overseeing the development and implementation of new information systems
- Providing training and advice on the use of information systems
- Review of documentation for statutory compliance
- Giving presentations and individual consultations utilizing technology

RELEVANT COMPETENCIES

Additional Skills

- Fluency in Microsoft: Word, Excel, and Powerpoint
- Experience working in Google Apps for purposes of: correspondence, organizing and running analyses on data, creating presentations and other visual aids
- Comfortable working in a team-oriented fashion or self-directed
- Capable of professional and colloquial correspondence
- Seasoned in employing problem solving strategies, mediating conflict, and decision making in stressful situations

Tu Nguyen

3389 Rolling Hills Drive
Eagan, MN 55121
(651) 795-8053
nguy1581@umn.edu

February 17th, 2020

Objective

Individual seeking to support charter schools and the students they serve such that they participate in best practices to achieve meaningful, positive outcomes for all

Education

Aug 2015 – Jun 2019 University of St. Thomas, Twin Cities, MN

School of Education

Master's degree in Education, specializing in Autism Spectrum Disorders

Sep 2010 – Jun 2013 University of Minnesota, Twin Cities, MN

College of Education and Human Development

Bachelor's degree in Science, specializing in Kinesiology

Work Experience

Sept 2017 – Current **Special Education Teacher**
Lionsgate Academy, Minnetonka, MN

May 2016 – Aug 2017 **Substitute Teacher & Case Manager**
Lionsgate Academy, Crystal, MN and Minnetonka, MN

Oct 2013 – Apr 2016 **Educational Assistant**
Lionsgate Academy, Crystal, MN

Skills

Autism Knowledge Base

- Educational assistant for students with Autism at Lionsgate Academy for two years
- Effectively supported and taught students with Autism to promote the achievement of individual education plans and contributed to overall independence and success
- Studied the prognosis, tribulation, and literature surrounding individuals with Autism from staff workshops and while attending University of St. Thomas

Technology

- Extensive knowledge of the Google suite of applications
- Experience with web development languages (HTML, JavaScript, CSS)

ADDENDUM ITEM VI

NEO STAFF AND ADVISOR CREDENTIALS

Name	Total Years Experience with Charter Schools	Brief Description of Charter School Work	Total Years Experience in Education	Brief Description of Work in Education Outside of Charter School Work
Wendy Swanson Choi	2002-Present EXECUTIVE DIRECTOR	Charter Parent Volunteer, Charter Founder, Charter Leader, Charter Teacher, Charter Instructional Leader, Charter Leadership Coach, Charter Board Member for 2 Charter Boards, Charter Data Assessment Coordinator	1986-Present	In addition to Charter Work, Public District School Teacher, Curriculum Development and Designer, English Language School Founder, Turnaround/Academic Reform Specialist, Grant Writer and Evaluator, School Improvement Grant Administrator, Public District School Parent Volunteer (Cofounder Unite 196 and Parents United for Public Schools)
Roderick Haenke	1997-Present ADVISOR	Charter School Founder, Curriculum and Instruction Administrator, Curriculum and Online Learning Developer, Director of Curriculum, Instruction, and Assessment Project for MACS, School Improvement Specialist for MDE, Curriculum and Instruction Consultant, Charter School Teacher Trainer, Charter Leader, Charter School Leadership Coach, Federal Charter School Grant Evaluator, Charter School Governance Evaluator	1983-Present	In addition to Charter Work, Public School Teacher, Public School Principal, Curriculum Development and Designer, Instructional Software Designer, Author of Educational Publications

Dr. Charles Speiker	1998-Present ADVISOR	Charter Founder, Charter Board Member, Turn around manager for operating debt schools, board trainer, executive director trainer, MDE CO-AUTHORIZER, advisor to authorizers (several), resource development for charters	1967-Present	In addition to Charter Work, Public School Teacher, Curriculum Development and Designer, author, organizational development, finance specialist, superintendent, Grant writer, software designer, small business owner, management trainer, research and teach-higher education, adj. professor, numerous offices at local, state and international levels in education.
Mary Hunn	2006-Present ADVISOR	Charter School Founder/Board Chair, Director of School Nutrition Services at an Education Consulting Firm, Co-Owner/CEO at a School Catering Company, Independent School Nutrition Consultant/Advisor	1990-Present	In addition to Charter School Work, MN Department of Education Food & Nutrition Services Specialist, Coordinator, Project Manager, & Supervisor

Dr. Jean Neuman	2012 to Present ADVISOR	Co-writer of a charter school application, Charter school consultant/advisor, Charter school advisor to directors	50 years Teacher, Administrator, & consultant: 1975 to present. Started in 1970 with design of Museum Ed.programs	Co-Designed U of M Bell Museum Touch & See Room. Special Education Teacher & special needs assessment team teacher St. Paul Public Schools. Principal Osceola M.S, AP Coon Rapids High School. 25 years as a Principal Minneapolis Public Schools that included designs and administration for the following methods or styles of instruction, (range = PreK 4-21-year old's): Open, Montessori, Spanish Immersion, STEAM, International Baccalaureate, Pregnant & Parenting Teens, & Transition school for former incarcerated teens. Former Adjunct Education faculty Mankato University.
Anita Dualeh	2012-Present ADVISOR	new school applicant evaluation; monitoring and evaluation of charter schools; oversight, evaluation, and assistance in the area of ELL instruction	1994-Present	English as a Second Language instruction, curriculum development, supervision of student teachers, ELL standards development, ELL assessment development (at MDE), interrater reliability training for MN ELL teachers administering the state oral language proficiency assessment, development of items and passages for standardized language proficiency assessments, substitute teaching

Lulzim (Luli) Axhijaj	2004-Present ADVISOR	IT Manager, IT Consultant, Charter Leader, Executive Director, Director of Operation (Consultant), Charter Board Member, Charter School Consultant/Contractor (Owner of the LLC)	2004-Present (16 years)	My experience has been with charter schools only
Dr. Daniel Jett Trim Tab Consulting, LLC	2014-Present ADVISOR	Independent education consultant and evaluator to charter schools, charter school authorizers, state department of education (FL) and national professional charter school authorizer organization (NACSA)	1967-Present	<p>Traditional public school teacher, school principal and district superintendent in MD and MN; Adjunct professor in the graduate school programs at the Johns Hopkins University College of Education (MD), the University of Minnesota (MN), and St. Mary's University (MN). Focus of instruction: School Leadership, School-Community Relations.</p> <p>Professional author, member of the writing cadre for the publications, <i>"The Master Teacher," and "For Superintendents' Only."</i></p> <p>School and school district leader search consultant.</p> <p>Ph.D. University of Maryland Department of Educational Leadership: Doctoral Dissertation, <i>"Ready or Not Teachers Move to Center Stage in Assessment Arena: Implications for State Education Policymakers"</i></p>

<p>Dr. Willie Jackson</p>	<p>2018 – 2020</p> <p>ADVISOR</p>	<p>Charter School Advisor</p>	<p>1978-2020</p>	<p>Certified P-3 Learning Environment Evaluator. 29 years with Minneapolis Public Schools working in positions of increased responsibility with each promotion including: 9 years general and special education teacher for K-12; 1 year as district trainer and case manager; 10 years as school principal; 3 years as district level assistant director of special education; and 6 years as district level administrator for educational services with associate superintendent.</p> <p>Select Achievements:</p> <ul style="list-style-type: none"> Served as liaison between MPS and Minnesota Department of Education. Spearheaded creation of an internal monitoring and compliance department, including developing protocols for daily operation and reporting formats for internal and external stakeholders. Restructured curriculum delivery in classroom and increased teacher and student accountability for teaching and learning. Created and implemented plans to address corrective actions for the Homebound Instructional Service Department (HBIS) and school sites within Care and Treatment Facilities.
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				<p>Provided administrative, technical and logistical support for MPS Corrective Action Plans from Minnesota Department of Education (MDE).</p> <p>Developed due process training materials for special education staff, including Compliance Project Phase (CPP) Training Modules to ensure easy access to a knowledge base for procedural due process compliance.</p> <p>10 years mentoring & training principals through National Association of Elementary School Principals (NAESP)</p>
Jennifer Borgeson	2010-Present ADVISOR	Charter School Advisor, Online Charter School Principal	2009- Present	Testing Coordinator, Assessment Specialist, Media and Technology Specialist

Adam Myhand	2014-2020 SYSTEMS ANALYST	Charter School Educational Assistant for Special Education, Systems Analyst for Charter School Authorizer	2014-2018	Dance School Founder and Instructor
Tu Nguyen	Started July 1, 2020 SYSTEMS ANALYST	Charter School Educational Assistant for Special Education, Case Manager, and Special Education Teacher	2013-2020	Extensive Knowledge of Google Suite Applications and Web Development Languages
Tony Vu	2018-2020 SYSTEMS ANALYST 2020 ADVISOR	Systems Analyst for Charter School Authorizer	2014-2018	Dance School Founder and Instructor

Current Contracted Services		
Ratwik, Roszak and Maloney, P.A.	NEO legal counsel 2017-2020	These attorneys have many years of experience helping schools address constitutional questions, equal access policies, employment and labor issues, special education, open meeting laws, and more, and have charter school expertise.
The Anton Group (TAG)	NEO Financial Service 2015-2020	The Anton Group provides a wide array of financial services to public charter schools, traditional public schools, and school support organizations. With an excess of 100 years of combined school finance experience TAG delivers comprehensive and experienced financial services including payroll and accounting.

ADDENDUM ITEM VII:

**NEO CONFLICT OF INTEREST AND
SCHOOL AUTONOMY POLICY**

Adopted: May 16, 2012
Revised January 27, 2016
Revised October 30, 2018

NEO Conflict of Interest and School Autonomy Policy

Persons with any actual or perceived conflict of interest shall disclose in writing the actual or perceived conflict of interest annually and at any time such any actual or perceived conflict exists using the Conflict of Interest Notification that is included as part of this policy.

Persons with a conflict of interest are excluded from deliberation and voting to ensure they have no influence over the corporation regarding the compensation for or business deals of themselves or of related persons. NEO employees, advisors, and board members will not be allowed to take part in decisions relating to authorizing any school with which they are currently affiliated.

NEO shall at all times endeavor to undertake all its actions exclusively in furtherance of its charitable and educational purposes without any of its actions resulting in any impermissible benefit.

At all times NEO shall comply with the conflict of interest laws in Minnesota Statutes.

As an authorizer, NEO does not run charter schools; it functions to carry out monitoring and oversight, to assure compliance with the law, and support the establishment and success of innovative and successful public charter schools. Therefore, NEO shall not enter into the following types of contracts with schools it authorizes:

- financial management,
- administration,
- accounting or auditing services, or
- lease of space.

Before NEO would offer any other services to schools, such as training, the board will first obtain clarification to confirm that provision of such services is allowed to single-purpose charter authorizers.

NEO's responsibilities as an authorizer require that it provide comprehensive oversight of its chartered schools. NEO is a legally authorized agency to help ensure public accountability for the schools that NEO authorizes. NEO will operate in a monitoring relationship providing feedback on compliance, sharing observations, asking questions, facilitating sharing of effective practices and evaluating school performance based on the NEO-School contract and law to help ensure the success of the schools that NEO authorizes.

In addition, NEO's contract language will provide that, except as otherwise provided in the contract itself or by Applicable Law, the Authorizer has no authority, control, power, administrative or

financial responsibility over the School.

The sole purpose of NEO is to authorize public charter schools in accordance with all Minnesota Statutes that govern the duties and responsibilities of charter school authorizers.

To ensure all NEO board members, employees, and Advisors understand and abide by the NEO Conflict of Interest and School Autonomy Policy, all board members, employees, and Advisors are required to sign an assurance after reading the NEO Conflict of Interest and School Autonomy Policy, which affirms that they have read, understand and will abide by the policy.

Statement of Assurance

I have read, understand and will abide by the NEO Conflict of Interest and School Autonomy Policy.

Signed _____ Date _____

Print Name _____

Conflict of Interest Notification

Please describe any real or perceived conflict of interest or note that there is none as of the signature date:

Please describe any real or perceived conflict of interest that has arisen since the signature date, sign, and date:

Signed _____ Date _____

Print Name _____

ADDENDUM ITEM VIII:

SCHOOL OVERSIGHT PLAN

NEO Oversight Plan for Operating Schools

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

Student/School Academic Performance

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

Climate

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

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 as a result 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 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 make arrangements 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 (World's Best Work Force) per Minnesota Statutes.

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

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

1) For a satisfactory rating, the percent of students 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 10 percentage point increase from the baseline results. The baseline results are determined by the results of the prior term.

2) 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 school is to improve all pupil learning and all student achievement. At the beginning of the contract term the weightings are finalized and are not revised during the term of the contract.

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

Implementation Guide

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

Combining Data Over the Contract Term

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

Contract Revisions

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

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

- A change in 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 focus that was not part of the original charter
- A significant difference in student achievement baseline data from initial assumptions a new school use to set academic performance goals
- A significant change in the state testing that makes current academic performance goals irrelevant
- A significant change to the NEO Renewal Framework Performance Indicator(s)
- Revision to any policy included in the contract
- Any other reason that results in misalignment of the contract and the school conditions agreed upon by both authorizer and charter school.

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

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

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

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

Contract Renewal Eligibility

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

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

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 enter into a Continuous Improvement Plan that addresses the specific standards in the Performance Framework where the school performance is below Satisfactory. This plan may be the same plan required by the state accountability system.

Closure Plan

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

Compliance Checklist: This report is used to document if the school attains a satisfactory or exemplary level by meeting statutory, contractual and MDE compliance requirements. To reach the exemplary rating, a school must have no documented infractions during the fiscal year. Beyond that, to reach the exemplary rating, a school must also maintain a star rating in Epicenter.						
Charter School Name:						
Date of Annual Site Visit:						
Attendees (School and NEO):						
How Verified	Who	#	Requirement	Source Information	Verification Procedure	Code* Follow Up Date and Plan for Meeting Requirement if Not Yet Met
Annual Site Visit	Board Chair Interview	1	Board Member Background Checks	MN Statute 123B.03 Contract Section	The school will provide evidence at the annual site visit that the board member background checks are complete for all current board members.	
		2	Board Training (new and ongoing)	MN Statute 124E.07 Subd. 7	The school will provide evidence at the annual site visit that all current board members meet the training requirements by reviewing the board training certificates (employment, law, finance), and that the board adheres to its bylaws and MN Statutes, including as applicable for board elections.	
		3	Board Member Composition, Terms and Elections	School Bylaws, MN Statute 12E.07	The school will provide evidence at the annual site visit that the board evaluates school leadership per the required qualification areas and implements a school leadership professional development plan as required by MN Statute.	
		4	School Leadership Evaluation	MN Statute 124E.12 Subd. 2	The school will provide evidence at the annual site visit that the background checks are completed for all current staff and volunteers.	
		5	Staff and Volunteer Background Check	MN Statute 123B.03	The school will provide evidence at the annual site visit that teachers meet licensure requirements by reviewing the licensure folder for all current teachers that the school maintains on site.	
		6	Teacher Licensure	MN Statute 124E.12 Subd. 1	The school will provide evidence at the annual site visit that the school implements a teacher evaluation and a peer review process.	
		7	Teacher Evaluation, Peer Review Process	MN Statute 124E.03 Subd. 2(h)	The school will provide evidence at the annual site visit that the school ensures that all students receive instruction on their grade-level MIN Academic Standards and Benchmarks and that the school utilizes a TSES Manual for serving students in special education and an LIEP for serving English learners.	
		8	Standards Alignment, TSES Manual, and LIEP	MN Statute 120B.021 Subd. 1, IDEA, FAPE, and MN Statute 124D.61		

NEO Advisor Facility Walk Through	9 Compliance with Civil Rights Requirements	Federal Civil Rights Law	NEO will verify that the nondiscrimination poster is posted in a prominent place in schools that administer a USDA Child Nutrition program, and that the education program and school activities are equally accessible to all students (ramps, elevator).		
	10 Nonsectarian School Facilities and Program	MN Statute 124E.06 Subd. 3(b)	NEO will verify that there are no exclusive religious texts, symbols, quotations, or objects displayed, the school does not promote religion, and that instructional time is not used for religious accommodations.		
	11 Certificate of Occupancy and Food and Beverage License	MN Administrative Rules 1300.0220, MN Statute 299F.47 and MN Food Code	NEO will verify at the annual site visit that the Certificate of Occupancy is posted and current or that the school has an exemption, and that Fire Marshall inspection is current. If the school provides meals, NEO will verify that the school has a current Food and Beverage License, a Food Service Plan, a Certified Food Protection Manager on site, has requested 2 Food Safety inspections, and has posted the results of the inspections.		
	12 Safety and Security	MN Statutes 124E.03 Subd. 2 and 121A.035 Homeland Security and Emergency Management, MN	NEO will verify at the annual site visit that there is a Crisis Management Policy as well as a system and practice for ensuring secure entry/exit. NEO will also verify that emergency procedures and schedule are in place for fire and tornado drills. MDE requires 5 fire and lockdown drills a year and 1 tornado drill.		

NEO Advisors Board Meeting Observ	13	Open Meeting Law	MN Statutes 124E.07 Subd. 8(a) and 13D, Contract Section 6.1	NEO will verify that the board follows MN Open Meeting Law by reviewing the NEO Board Observation Rubric section on compliance with Open Meeting Law.	
	14	Bylaws	Contract Section 6.1 Contract Section 4.1(C)	NEO will verify that the board governs according to the board's bylaws and that the school's bylaws comply with current statute by reviewing the NEO Board Observation rubric section on compliance with Open Meeting Law.	
NEO Advisors	15	Current Board Roster	MN Statute 124E.07 Subd. 8(b),	NEO will verify that the board roster on file w/NEO and at the school's website is current.	
Website Review	16	Website Requirements	MN Statutes 124E.07 Subd. 8(b), 124E.09(C)	NEO will verify through website review that all website requirements are met.	
Epicenter Document Review	17	Policies & Assurances 1) Annual Assurance and 2) Compliance with laws prohibiting discrimination. 3) Admissions and Lottery	MDE, Federal Civil Rights Law	NEO will verify that the school has required policies including the Annual Charter School Assurances and Conflict of Interest Disclosure. NEO will also verify that the school submitted the Assurance of Compliance with State and Federal Law prohibiting discrimination to MDE on time. NEO will also verify that the school's Admission and Lottery Policy is compliant.	
	18	Updated Certificate of Insurance	MN Statute 124E.09(C), Contract Section 6.1(b)	NEO will verify that the school has a current insurance policy that meets statutory requirements.	
	19	School Calendar Required Instructional Hours	MN Statutes 124E.03 Subd.6, 120A.41	NEO will verify that the school calendar has at least the required number of instructional hours (calendar must identify instructional hours).	
	20	Annual Budget	Contract Section 6.1(b)	NEO will verify that the school submitted the board approved annual budget by July 1 and any revised budget(s) if revisions in board meeting financials.	
NEO Advisors	21	Annual/WBWF Reports	MN Statutes 124E.03, 124E.16, Federal Civil Rights	NEO will verify that the Annual /WBWF reports and Audit meet requirements, and that the school has an EL Plan of Service and K-3 Literacy Plan if applicable.	
	22	Board Meeting Packet	Contract Section 6.8(a)	NEO will verify that the board meeting packet submissions (including financials) meet contract requirements (budget to actual, ledger, cash flow, check register)	
*Codes: M = Met, N = Not Met (If not met, please identify follow up date and plan for meeting the requirement)					

Epicenter Submissions and Alerts

MDE requires that authorizers have a process for overseeing charter schools to ensure that the schools comply with applicable law and the charter contract.

MN Statutes 124E.10, Subdivision 3 (a) states that an authorizer shall monitor and evaluate the academic, financial, operational, and student performance of the school.

NEO and the authorized schools utilize Epicenter, a document collection tool, to help meet responsibilities for oversight and evaluation.

File Submissions require a document upload but Certification of Completion requires checking a box to certify that the item was completed.

IMPORTANT NOTE: The submissions and alerts may be modified in response to school and authorizer needs for information and MDE changes in reporting requirements.

1) Requirement: [Month] Board Meeting Approved Minutes (from prior month)

Entity Type: Board

Due Date: Posted by last day of the month on the website

Certification of Completion

Description: Necessary for NEO to be able to understand the work of the board and to verify compliance with Minn. Stat. § 124E.07, subd. 8(b): A charter school shall publish and maintain on the school's official Web site: (1) the minutes of meetings of the board of directors, and of members and committees having any board-delegated authority, for at least one calendar year from the date of publication.

Instructions: Please post board meeting minutes to your website after they are approved by the board by the end of the month of approval. Check the box after the minutes have been posted. Minn. Stat. § 124E.07, subd. 8(b): A charter school shall publish and maintain on the school's official Website: (1) the minutes of meetings of the board of directors, and of members and committees having any board-delegated authority, for at least one calendar year from the date of publication

2) Requirement: [Month] Board Meeting Agenda and Packet including Financials

Entity Type: Board

Due Date: End of Month

File Submission

Description: Necessary for NEO to be able to prepare for board meeting observations in order to provide meaningful feedback and to keep the school's operational/compliance section of the Performance Framework updated.

NEO Contract 6.7(a): 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 (both by current month and year-to-date), as well as cash-flow statements and fiscal year-end fund balance projections.

Instructions: Please submit the board meeting agenda and packet including financials to Epicenter/NEO when sent to the school board (in advance of the board meeting).

IMPORTANT NOTE: If you did not have a board meeting, please notify NEO by uploading a word document stating "there was no board meeting" in place of the packet and we will update the requirement.

Please include:

1. Board Meeting Agenda
2. Draft Minutes for Approval (to be approved at current month's meeting)
3. Monthly Financial Statements including:
 - a. Current and Budgeted ADM/Pupil Units
 - b. Annual Cash Flow
 - c. Budget to Actual Comparison
 - d. Check Register/Bank Reconciliation
4. All Policies being reviewed by the board at the meeting

3) Requirement: FY21 Board Meeting Schedule

Entity Type: Board

Due Date: 8/31/20

File Submission

Description: Necessary for NEO to be able to schedule board observations in order to verify compliance with Open Meeting Law 13D to keep the school's operational/compliance section of the Performance Framework updated.

Instructions: Submit a list of regularly scheduled board meeting dates for the fiscal year to Epicenter. In addition, post this schedule on your website to ensure that your board meetings are public in accordance with MN Open Meeting Law 13D. NEO needs this information in order to schedule Board Meeting Observations.

4) Requirement: FY21 Board Roster

Entity Type: Board

Due Date: 8/31/20

Certification of Completion

Description: Necessary for contact information. Also note (per our contract agreement) that the roster must be updated within one week of the meeting at which a new board member is seated and/or a board member resigns so we have current contact information.

Necessary to help NEO verify compliance with Minn. Stat. § 124E.07 subd. 3(a):

The charter school board of directors shall be composed of at least five non-related members and include:

- (1) at least one licensed teacher employed as a teacher at the school or providing instruction under contract between the charter school and a cooperative;
- (2) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school;
- (3) at least one interested community member who resides in Minnesota and is not employed by the charter school and does not have a child enrolled in the school.

The board may include a majority of teachers describe in this paragraph or parents or community members, or it may have no clear majority. The chief financial officer and the chief administrator may only serve as ex-officio nonvoting board members.

No charter school employees shall serve on the board other than teachers under clause (1).

Contractors providing facilities, goods, or services to a charter school shall not serve on the board of directors of the charter school.

Minn. Stat. § 124E.07 Subd. 3(b): An individual is prohibited from serving as a member of the charter school board of directors if the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities. An individual is prohibited from serving as a board member if an immediate family member is an employee of the school. A violation of this prohibition renders a contract voidable at the option of the commissioner or the charter school board of directors. A member of a charter school board of directors who violates this prohibition is individually liable to the charter school for any damage caused by the violation.

Instructions: School assures that the board directory is up-to-date and accurate in the shared NEO Board Member Database found in the Google sheet [HERE](https://docs.google.com/spreadsheets/d/1DTQtwXTQj5ZkAYVf4YPGpl4NYG5bjfm8-GiBPhOAFAM/edit#gid=1503979762) (https://docs.google.com/spreadsheets/d/1DTQtwXTQj5ZkAYVf4YPGpl4NYG5bjfm8-GiBPhOAFAM/edit#gid=1503979762).

By Checking the Certification Box, the board also assures that the board has completed and reviewed Background Checks on all current board members, and that all current board members are in compliance with State Board Member Training Requirements per Minn. Stat. § 124E.07, Subd. 7.

The roster must be updated within one week of the meeting at which a new board member is seated and/or a board member resigns.

Please note that the school will be required to provide the certificates and board meeting minutes that document the completion of required training in board governance, financial matters and employment matters for each board member at the annual formal site visit, in addition to the documentation of background checks for each board member. Please remember to keep this documentation on file so it is easy to access during the annual formal site visit.

5) Requirement: FY21 School and Assessment Calendar(s)

Entity Type: School

Due Date: 8/31/21

File Submission

Description: Necessary for NEO to be aware of testing dates and days that the school is not in session, for planning purposes. Necessary for NEO to verify compliance with contract terms and Minnesota Statutes, section 120A.41 that requires the following annual instructional hours for both school districts and charter schools:

- 425 hours for kindergarten
- 850 hours for full-day kindergarten
- 935 hours for grades one through six
- 1,020 hours for grades seven through 12

Necessary for meeting contract section 6.2: School calendar is established by August 30th each year and shows an adequate number of instructional hours.

Note that school boards must hold an annual public meeting to communicate plans for the upcoming school year based on a review of goals, outcomes and strategies from the previous year in order to meet WBWF requirements. Stakeholders should be meaningfully involved, and this meeting is to occur separately from a regularly scheduled school board meeting.

Instructions: Submit the board approved school calendar.

School Calendar must be established by April 30th each year and **must show**:

- Number of student instructional hours and days per month and per year
- Date of the WBWF meeting

6) Requirement: Authorizer Fee – First Installment

Entity Type: School

Due Date: 9/30/20

Certification of Completion

Description: Necessary for NEO record keeping for invoicing.

Instructions: You will be receiving an invoice from NEO the first week of September. Send the Authorizer Fee to Novation Education Opportunities, 3432 Denmark Avenue Suite #130, Eagan, MN 55123. If you believe that the enrollment projections used to calculate your fees are inaccurate, please contact us as soon as possible. You may need to contact MDE to update your projections as well. NEO reviews MDE's Funding Reports periodically to have accurate and up to date information in its files. NEO requests a payment of no less than 80% of the total invoice in September. Any remaining balance will be invoiced by April 30.

7) Requirement: Licensure Verification

Entity Type: School

Due Date: 9/30/20

Certification of Completion

Description: Necessary for NEO to be able to verify compliance with Minn. Stat. § 124E.12 subd. 1: A charter school must employ or contract with necessary teachers, as defined by section 122A.15, subdivision 1, who hold valid licenses to perform the particular service for which they are employed in the school. The charter school's state aid may be reduced under section 127A.43 if the school employs a teacher who is not appropriately licensed or approved by the board of teaching (check box to certify).

Instructions: Please check the box to verify that you maintain an up-to-date folder including the appropriate license or other MN permission (printed from the MDE website) for the work that each teacher performs.

MDE monitors licensure as well and it is critical to keep the folder updated to verify that all teachers are appropriately licensed for their work at your school. As you know, licensure violations are a very serious issue. Licensure violations can result in loss of funds for your school.

Also by checking the box you are verifying that your teacher information and assignments are up-to-date on your website, as this can often be a source of confusion with visitors to your website. Please remember that a paraprofessional or a teacher finalizing licensure or a permission must be supervised by a licensed teacher at all times (100% of the time) if assisting with instruction of students. NEO will review each school's file/folder of current teacher licenses during the annual formal site visit so please make sure to keep the file/folder updated so it is ready for verification.

8) Requirement: Updated Certificate of Insurance

Entity Type: School

Due Date: 9/30/20

File Submission

Description: Necessary for NEO to be able to verify compliance with Minn. Stat. § 124E.09(c): The commissioner, an authorizer, members of the board of an authorizer in their official capacity, and employees of an authorizer are immune from civil or criminal liability with respect to all activities related to a charter school they approve or authorize. 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.

Instructions: Provide Certificate of Insurance. The Acord form is sufficient. The actual policy does not need to be submitted. The certificate should clearly show coverages to meet current statutory requirements.

9) Requirement: Board Development/Annual Training

Entity Type: Board

Due Date: 9/30/20

File Submission

Description: Necessary for NEO to be able to verify compliance with Minn. Statutes 124E.07: Every charter school board member shall attend annual training throughout the member's term. All new board members shall attend initial training on the board's role and responsibilities, employment policies and practices, and financial management. A new board member who does not begin the required initial training within six months after being seated and complete that training within 12 months after being seated is automatically ineligible to continue to serve as a board member. The school shall include in its annual report the training each board member attended during the previous year.

In addition, the school's contract with NEO section 6.1 states that charter school board members must complete required training and board development required by charter law.

Instructions: Submit a board development plan that specifies the plan for upcoming training during the upcoming year, as well as training completed by each board member.

10) Requirement: District and School Site Verification

Entity Type: Board

Due Date: 9/30/20

Certification of Completion

Description: Necessary for NEO to have the correct contact information for the school. The District and School Site Verification System is a web-accessible collection tool that enables updates to the MDE master directory of organizational units, which controls the processing of data on other MDE major systems such as MARSS, STAR, UFARS, FNS, IDEAS and the Report Card.

The [Minnesota Report Card](#) now includes a section for every school in Minnesota to highlight information that might not be evident by looking at data alone. Add your school's message to the My School tab on the MDE report card. Updates to this information can be submitted any time; MDE will update the system quarterly, which is when your latest changes will be published.

Instructions: It is essential that contact information be kept up to date through this system as well as in mde-org. Please update changes to contact information whenever necessary throughout the year. By checking the box, you are certifying that all of your contact information is updated with MDE master directories. If your school contracts with an external service provider, including a management organization (CMO, EMO) the Identified Official with Authority (IOwA) must be a board member or employee of the school and cannot be an employee of the external service provider.

11) Requirement: Assurances for Charter Schools and Authorizers Relating to Leases with Sectarian Organizations and Other Matters Regarding the Accommodation of Religion in Public Schools

Entity Type: School

Due Date: 10/15/20

File Submission

Description: MDE requires authorizers to oversee compliance and sign Assurances relating to leases with sectarian organizations and other matters regarding the accommodation of religion in public schools. In addition, MDE requires authorizers to collect and maintain these signed Assurances and related policies from authorized schools.

Instructions: Each charter school must sign and submit the Assurances form and requested policies. Complete and sign the Charter School Assurances document and upload to Epicenter along with the 5 required policies (religious accommodation policy, equal access, data practices, lottery, dress code/uniform) and provide a copy of all documents to MDE at mde.charterschools@state.mn.us no later than October 31.

12) Requirement: Current Year Annual Report Posted on Website

Entity Type: School

Due Date: 10/31/20

Certification of Completion

Description: Necessary for NEO to verify compliance with 124E.16 Subd. 2(a): A charter school must publish an annual report approved by the board of directors. The annual report must at least include information on school enrollment, student attrition, governance and management, staffing, finances, academic performance, innovative practices and implementation, and future plans. A charter school may combine this report with the reporting required under section 120B.11 (WBWF). A charter school must post the annual report on the school's official website. A charter school must also distribute the annual report by publication, mail, or electronic means to its authorizer, school employees, and parents and legal guardians of students enrolled in the charter school.

Instructions: Ensure the school's Annual Report is easily accessible on the school's website. Note that if you include the World's Best Workforce Plan and World's Best Workforce Summary in the Annual Report, to clearly label the Annual Report as inclusive of those required reports. For example, label the document "Annual Report inclusive of WBWF Plan and Summary".

13) Requirement: Charter School Website Compliance

Entity Type: School

Due Date: 10/31/20

Certification of Completion

Description: Necessary for NEO to be able to verify compliance with the MDE Charter School Website Compliance Checklist, including MN Statute 124E.07 Subd. 8(b): A charter school shall publish and maintain on the school's official Website:

(1) The minutes of meetings of the board of directors, and of members and committees having any board-delegated authority, for at least one calendar year from the date of publication

(2) Directory information for members of the board of directors and committees having board-delegated authority; and

(3) Identifying and contact information for the school's authorizer. Identifying and contact information for the school's authorizer must be included in other school materials made available to the public.

(4) Minn. Stat. § 124E.07 Subd. 8(h): Districts, authorizers, or charter schools entering into a collaborative agreement are equally and collectively subject to the same state and federal accountability measures for student achievement, school performance outcomes, and school improvement strategies. The collaborative agreement and all accountability measures must be posted on the district, charter school, and authorizer websites.

(5) 124E.11(b): A charter school shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of the program, class, grade level, or building. In this case, pupils must be accepted by lot. The charter school must develop and publish, including on its website, a lottery policy and process that it must use when accepting pupils by lot. A charter school must post the annual report on the school's official website.

(6- if applicable) 124E.11(d): A person shall not be admitted to a charter school (1) as a kindergarten pupil, unless the pupil is at least five 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 years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten; except that a charter school may establish and publish on its website a policy for admission of selected pupils at an earlier age, consistent with the enrollment process in paragraphs (b) and (c).

(7- if applicable) 124E.12 Subd. 5(2): A charter school board or cooperative of teachers that provides group health insurance coverage must establish and publish on its website the policy for the purchase of group health insurance coverage. A charter school board policy must include a sealed proposal process, which requires all proposals to be opened at the same time. Upon the openings of the proposals in accordance with the school or cooperative policy, the proposals become public data under chapter 13.

(8- if applicable) 124E.14 Subd. 3(b): An affiliated nonprofit building corporation must post on the school website the name, mailing address, bylaws, minutes of board meetings, and the names of current board of directors of the affiliated nonprofit building corporation.

(9) 124E.16 Subd. 2(a): A charter school must publish an annual report approved by the board of directors. The annual report must at least include information on school enrollment, student attrition, governance and management, staffing, finances, academic performance, innovative practices and implementation, and future plans. A charter school may combine this report with the reporting required under section 120B.11 (WBWF). A charter school must post the annual report on the school's official website. A charter school must also distribute the annual report by publication, mail, or electronic means to its authorizer, school employees, and parents and legal guardians of students enrolled in the charter school.

(10) 120B.301(c): A comprehensive calendar of standardized tests to be administered in the charter school during the school year (Note: This must be posted before the first day of school each year).

(11- if applicable) 124E.03, subd. 3: The school's local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners

(12) 124E.03, subd. 4(c): The school's policy to prevent and prohibit bullying

(13- if applicable) 124E.03, subd. 3: The school's restrictive procedures plan for students with disabilities

(14- if applicable) 121A.215: The school's wellness policy

Instructions: Ensure the following information and documents are uploaded to and updated on School website:

- Authorizer Name and Contact Information
- Board Member Directory Information
- Board Meeting Minutes and Posting of Upcoming Meetings as well as minutes from board committees with board delegated authority
- Annual Report/WBWF Plan/WBWF Summary
- Admission and Lottery Policies including an Early Admission Policy if the school permits early entrance to kindergarten
- Literacy Plan (if serving grades K-3)
- Anti-bullying Policy
- Wellness Policy

Recommended: Updated By Laws, Student Handbook, Employee Handbook, Language Instruction Educational Program for Serving English Language Learners (LIEP), Conflict of Interest Policy, Nepotism Policy, Fund Balance Policy, Complaint Policy/Procedure

14) Requirement: Assurance of Compliance with State & Federal Laws Prohibiting Discrimination

Entity Type: School

Due Date: 11/15/20

Submission Requirement

Description: All school districts must complete the Assurance of Compliance with state and federal law and verify Mandated Reporting training by November 15 each year.

By completing all sections of the Assurance of Compliance and Mandated Reporting, school districts provide written assurance that they do not discriminate in their use of funds provided through the Minnesota Department of Education and that they have informed all mandated reporters of their reporting duties.

As part of the Assurance of Compliance, each district must verify that there is a copy of these laws in all buildings in the district.

The assurance of compliance is due annually by **November 15** (Minnesota Rules 3535.2500).

NEO requires submission to the authorizer because NEO must verify compliance and complete the following assurance.

I assure that NEO (authorizer) will oversee (charter school) with compliance with Minn. Stat. §124E.03 Subd. 5 and the state data practices law, including allowance for staff members to report unethical or fraudulent actions in the workplace.

I assure that NEO (authorizer) will oversee (charter school) compliance with Minn. Stat. §124E.11(b) requiring that if oversubscribed, a lottery be conducted for admission to the school that does not select students based on religious preference, and that the lottery otherwise complies with applicable law.

Instructions: Please complete both the documentation required on the assurance of compliance page at the MDE website AND upload the "Certificate of Assurance of Compliance" to Epicenter. As part of the Assurance of Compliance, each district must verify that there is a copy of required laws related to prohibiting discrimination in all buildings in the district and that the school includes the required nondiscrimination statement on required materials. Please note that at the formal site visit, NEO will review the school's policies on mandated reporting and enrollment as well as verify that the copy of required laws related to prohibiting discrimination is posted.

Required nondiscrimination statement: The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.

15) Requirement: FY21 Financial Audit (Based on 2019-2020 Financials)

Entity Type: School

Due Date: 12/31/20

File Submission

Description: Necessary for NEO to be able to verify compliance with Minn. Stat. 124E.16 Subd. 1(b): The charter school must submit an audit report to the commissioner and its authorizer by December 31 each year.

Instructions: Provide the Financial Audit report and all Required Supplemental Information and letters from the auditor to the Board. For example, these items may be referred to as the 1) Management Report, 2) the Financial Statements and Supplemental Information and 3) letter from the auditor to the board in accordance with the following MN Statutes.

Minn. Stat. 124E.16 Subd. 1(c): The charter school, with the assistance of the auditor conducting the audit, must include with the report, as supplemental information, a copy of management agreements with a charter management organization or an educational management organization and service agreements or contracts over the lesser of \$100,000 or ten percent of the school's most recent annual audited expenditures. The agreements must detail the terms of the agreement, including the services provided and the annual costs for those services.

Minn. Stat. 124E.16 Subd. 1(d): A charter school independent audit report shall include audited financial data of an affiliated building corporation or other component unit.

Minn. Stat. 124E.16 Subd. 1(e): If the audit report finds that a material weakness exists in the financial reporting systems of a charter school, the charter school must submit a written report to the commissioner explaining how the material weakness will be resolved. An auditor, as a condition of providing financial services to a charter school, must agree to make available information about a charter school's financial audit to the commissioner and authorizer upon request.

16) Requirement: Authorizer Fee - Second Installment

Entity Type: School

Due Date: 5/31/21

Certification of Completion

Description: Necessary for NEO record keeping for invoicing.

Instructions: You will be receiving an invoice from NEO by the last week of April. Please send the balance of the authorizer fee to Novation Education Opportunities 3432 Denmark Avenue Suite #130 Eagan, MN 55123. If you believe that the enrollment projections used to calculate your fees are inaccurate, please contact us as soon as possible. You will need to contact MDE to update your projections as well.

NEO reviews MDE's Funding Reports periodically to have accurate and up to date information in its files. NEO requests a payment of no less than 80% of the total invoice by September. Any remaining balance will be owed by May 31, 2020 and adjustments to the initial invoice, including under or over charges, will be made in April and will be based upon updated January MDE reports.

17) Requirement: FY20 Board Approved Budget

Entity Type: School

Due Date: 6/30/21

File Submission

Description: NEO has the responsibility for oversight of Finances.

Instructions: Please provide a copy of the annual budget for review and comment, prior to its approval by your charter school board per contract section 6.8(a): The School will provide the Authorizer a copy of the annual budget in Excel format for review and comment prior to its approval by the Charter School Board. The budget must be in Excel format so that NEO is able to understand the assumptions upon which it was developed. Please adopt and upload the initial budget before June 30th.

18) Requirement : Supporting Data for the Results of Measures of Climate (ex. Parent Satisfaction Survey, HOPE Survey)

Entity Type: School

Due Date: 6/30/21

File Submission

Description: Necessary for NEO to update the school's Performance Framework. NEO will complete the school's annual evaluation using the climate and satisfaction performance indicators from the school's Performance Framework.

Instructions: Please upload the results of measures of Climate, for example, the School Survey Evaluating Parent Satisfaction. The school must annually provide students' families with a parent satisfaction survey that includes an item regarding the overall satisfaction with the school on a five-point (Likert) scale, ranging from 5=strongly agree (or very satisfied) to 1=strongly disagree (or not at all satisfied). On the official Performance Framework shared via Google Sheets, use the comment feature to insert results into appropriate cells (highlighted in yellow). If you have any questions about updating the Performance Framework or need technical assistance, please send your request to neo.systemsanalyst@gmail.com.

19) Requirement: Supporting Data for the Results of Alternative Measures (ex. NWEA MAP, ITBS, ACT)

Entity Type: School

Due Date: 6/30/21

File Submission

Description: Necessary for NEO evaluation of the school and for NEO annual reporting.

This upload is necessary for NEO to be able to update the school's Performance Framework. In addition, the school's contract section 3.2(d) requires nationally normed assessment: "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 that will include a nationally norm-referenced test and the state assessment system. The School will measure the students' academic levels of performance when they enter the School and the School will provide the Authorizer this information as baseline data."

Instructions: Please upload results of all alternative assessments used in your Performance Framework. Provide the most recent data to be entered in your school's Performance Framework, for example, information from the NWEA MAP Student Growth Summary Report or the NWEA School Overview Report.

No information that can be used to identify a student should be included.

In addition, all public charter schools with enrolled K-2 students must annually submit data on reading proficiency for all students in Kindergarten through Grade 2, as identified in Minnesota Statutes, section 120B.12 Be sure to read the directions and complete the template before beginning the submission process for MDE.

Please upload this K-3 Data Upload to Epicenter if applicable then as well, so that NEO can use the information in annual reporting for the school.

On the official Performance Framework shared via Google Sheets, use the comment feature to insert results into appropriate cells (highlighted in yellow). If you have any questions about updating the Performance Framework or need technical assistance, please send your request to neo.systemsanalyst@gmail.com.

Also required by contractual agreement.

The school's contract section 3.2(d) requires national normed assessment: 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 that will include a nationally norm-referenced test and the state assessment system. The School will measure the students' academic levels of performance when they enter the School and the School will provide the Authorizer this information as baseline data."

20) Requirement: FY21 Facility Lease-aid Application

Entity Type: School

Due Date: 7/31/21

File Submission

Description: MDE requires Authorizers to oversee compliance and sign Assurances relating to leases with sectarian organizations and other matters regarding the accommodation of religion in public schools. NEO must review leases and policies in order to oversee compliance and sign the following assurances:

1) I assure that Novation Education Opportunities (NEO) (authorizer) will oversee (charter school) compliance with Minn. Stat. §124E.06 Subd. 3(b) and Minn. Stat. §124E.13 Subd. 1 requiring that, if the school leases from a sectarian organization:

The students will be screened from any religious activities occurring on the property.

The school will fully disclose the involvement of any school directors, administrators, or teachers in the sectarian organization.

The school will fully disclose any telephone or fax numbers, email addresses, employer identification numbers, and employees shared with the sectarian organization.

The school will fully identify and describe any activities by the sectarian organization in support of the school, including but not limited to fundraising, student recruitment, promotion, any claimed affiliation with your school and sponsorship of school programs or events.

2) I assure that NEO (authorizer) will oversee (charter school) compliance with Minn. Stat. §124E.06 Subd. 3(b) and Minn. Stat. §124E.13:

Requiring the maintenance of nonsectarian school facilities such that there are no religious texts, symbols, quotations, or objects displayed in school facilities on school days.

Requiring equal treatment of and access to all religions.

Requiring a policy allowing equal access to all groups for religious or other activities during non-instructional time and that such access otherwise complies with Minn. Stat. § 124E.13.

Removing itself from religious activities including recruiting employees, parents, or other volunteers for such activities.

3) I assure that NEO (authorizer) will oversee (charter school) compliance with Minn. Stat. §124E.03 Subd. 2, Stat. §124E.06 Subd. 3(b), and Minn. Stat. §124E.13, requiring that the food served satisfies applicable health and safety requirements, provides equal accommodations to all religions, and otherwise complies with applicable law.

4) I assure that NEO (authorizer) will oversee (charter school) with compliance with Minn. Stat. §124E.03 Subd. 5 and the state data practices law, including allowance for staff members to report unethical or fraudulent actions in the workplace.

5) I assure that NEO (authorizer) will oversee (charter school) compliance with Minn. Stat. §124E.11(b) requiring that if oversubscribed, a lottery be conducted for admission to the school that does not select students based on religious preference, and that the lottery otherwise complies with applicable law.

6) I assure that NEO (authorizer) will oversee (charter school) compliance with Minn. Stat. §124E.06 Subd. 3(b) requiring that, if instituted, a school dress code does not promote religion or particular religious customs and does not restrict opportunity to participate in school activities. Instructions: Upload the lease aid application, including the lease agreement. MDE requires Authorizers to oversee compliance and sign Assurances relating to leases with sectarian organizations and other matters regarding the accommodation of religion in public schools. NEO must review leases and policies in order to verify that it is overseeing compliance. NEO will provide review and comment on the lease agreements and the lease-aid application.

Instructions: Please upload results of all alternative assessments used in your Performance Framework.

ADDENDUM ITEM IX:

**NEO COMPREHENSIVE NEW
SCHOOL APPLICATION**

Novation Education Opportunities (NEO)

Comprehensive New School Application

2020-2025

Introduction

The NEO Comprehensive New School Application was developed to provide guidance in the writing and review of new charter school application submissions and to align to and support a successful Charter School Program (CSP) grant application. The target audience for this document is the founding group (the applicant) as they develop a charter school application.

STEP 1: Charter School Intent to Apply Form (below)

New schools intending to apply to NEO for authorization must submit this Intent to Apply Form 30 to 180 days before submitting an application to NEO. When completing this form, add space as needed, but do not exceed 5 pages (excluding resume attachments).

Applications are due to NEO by January 2nd of the year prior to the year the school intends to open. After NEO receives the Intent to Apply Form, the NEO Board of Directors makes a determination whether to invite the applicant to submit an application based on 1) NEO's current capacity to authorize additional charter schools; 2) the capacity of the new school's founding team to start a high performing charter school; and 3) the substantiated demand and the proposed plan for meeting the need more effectively than current surrounding school options. A timeline for the application process is included on page 20 of this document.

INTENT TO APPLY FORM

1. **Name of proposed school:** _____

2. **Primary contact person:** _____

Mailing address: _____
Street and/or PO Box

City	State	Zip Code
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Phone: (day) _____ (evening) _____

E-mail address: _____

3. **Provide a brief description of the proposed school program and how it aligns with the primary purpose of improving all pupil learning and all student achievement as well as any of the additional statutory purposes for forming a charter school.**
4. **Provide a brief description of the innovative school design components.**
5. **Provide the grade levels to be served:** _____
6. **Provide the proposed location of the school:** _____
7. **Clearly describe the need for the school, specifically how the school will provide a more effective option than those that currently exist in the proposed location.**
8. **Provide the target enrollment for the first year and at capacity:** _____
9. **Provide a description of the demand for the school, including any supporting evidence for how the school will reach the target enrollment.**

10. Does the school expect to contract with a charter management organization or company for school management or operation? Yes No

If yes, identify the charter management organization and explain how the management organization was selected.

11. Proposed Director, Principal or Lead Administrator Information (if already chosen):

Name of proposed Director candidate: _____

Current employment: _____

Phone: (day) _____ (evening) _____

E-mail address: _____

12. Name of applicant team or founding entity:

A. Names, roles, and current employment of all persons on the applicant team:

B. Does the applicant team or any members of the team currently operate or are employed in any other schools (e.g. charter, traditional public, or private)?

Yes No

If yes, please describe.

C. Explain the individual and collective qualifications of the applicant team members to establish a high-quality charter school, in particular, the capacity to assume responsibility for public funds, administration and governance.

D. Include as attachments resumes for each individual on the applicant team.

E. Explain the circumstances and motivations that brought the applicant team together to propose this charter school.

F. Which applicant team members plan to become founding board members and or staff?

13. Identify any organizations, agencies, consultants or institutions of higher education that are partners in planning and establishing this charter school, along with a description of their current and planned role and any resources they have contributed or plan to contribute to the school's development.

14. Describe any other community engagement that has occurred to date in the development of the proposed school.

15. Identify any other authorizers to which this proposal is being submitted, as well as if this proposal has been submitted to NEO in the past.

STEP 2: Novation Education Opportunities Charter School Application (following pages)

The NEO Comprehensive New School Application was developed to provide guidance for the writing and review of new charter school application submissions and to align to and support a successful Charter School Program (CSP) grant application. The target audience for this document is the founding group (the applicant) as they develop a charter school application.

APPLICATION FORMAT

Directions for completion of the application materials should be followed carefully. Incomplete applications **will not** be forwarded to the review team. The total length of the application should approximate the number of pages specified in the chart below. Please refer to the **Application Components Section** for the specific requirements for each specific component.

Required Application Work Plan Components

WORK PLAN COMPONENT	APPROXIMATE PAGE LIMIT
Executive Summary	3 pages including completed enrollment table
Educational Program	8 pages
Accountability Goals and Outcomes	4 pages
State Student Priorities	2 pages
State Education Priorities (WBWF)	5 pages
Governance, Management and Sustainability	5 pages
Operations	3 pages
Parent and Community Engagement	3 pages
Marketing and Outreach (Need and Demand)	5 pages
Budget	5 pages
Total Pages	40 pages

Required Additional Documents Per Component

WORK PLAN COMPONENT	ADDITIONAL DOCUMENT
Executive Summary	NA
Educational Program	Staffing Plan and Fair and Open Hiring Process
Accountability Goals and Outcomes	NA
State Student Priorities	NA
State Education Priorities (WBWF)	NA
Governance, Management and Sustainability	Conflict of Interest Policy
Operations	NA
Parent and Community Engagement	Enrollment and Lottery Policy
Marketing and Outreach (Need and Demand)	Market Analysis
Budget	Procurement Policy
If Working with a Management Organization	Draft Management Organization Agreement

APPLICATION SUBMISSION

Applications must be received via email by **JANUARY 2ND AT 4:30 CST** to be considered. Late applications will not be considered, although the NEO Board of Directors reserves the right to accept applications after the due date based on extenuating circumstances.

- Please use Arial 11-point font and double-space text when entering responses in the Work Plan Narrative template below. Please do not exceed approximately 40 pages total, not including additional documents required for each component.
- The application should be electronically submitted in MS-Word format on 8.5x11 pages.
- Please include the name of your school and number all pages in the footer of the application.

Email the application to: Wendy Swanson Choi executive.director.neo@gmail.com

Important: This application is to be original work of the applying program. If a source is used, the materials that are paraphrased or copied ***must be cited appropriately. NEO will not approve an application if it is discovered that it is not the original work of the applicant team.***

Costs associated with preparing the application must be borne by the applicant. The burden of proof of timely submission is on the applicant.

APPLICATION SCREENING AND REVIEW

Phase 1: Application Screening

An application advances to Phase 2 for further review if

- the application is *received* (not postmarked) by the due date and time
- the application is complete and includes all required components and documents

Phase 2: Applications Reviewed and Rated by NEO Advisors

Each component of the application is rated based on strength and completeness of the response. Only proposals with all component ratings of at least "Satisfactory" and overall ratings of "Good" or "Excellent" will be determined successful applicants. The review team provides review data - ratings and evaluative comments - as well as a recommendation, based on the ratings, of whether or not to approve the new charter school to the NEO Executive Director.

Phase 3: Interview with Founding Team

The NEO Executive Director and application review team will meet with the applicant team to verify information and request clarification and/or ask questions based on their application review. Information gleaned during this meeting may inform the recommendation presented to the NEO Board of Directors.

Phase 4: NEO Board of Directors Determination

Ratings, evaluative comments and recommendations from the review team influence the NEO Board of Directors' decision on whether to approve an application. The NEO Board of Directors retains the final decision making authority for application approval.

APPLICATION COMPONENTS

WORK PLAN NARRATIVE

Below are the criteria/elements that must be included in the work plan narrative. Follow instructions carefully and the approximate total page limits.

Use 11-point Arial font and double-spaced text in the Work Plan Narrative. Charts and tables may be presented in single-spaced text.

Eligibility Criteria

This application is open to applicant teams who are governed by a school board that includes at least one individual currently licensed to teach in the state of Minnesota; and meets the provision of Minnesota Statutes on the formation of a charter school (See Minnesota Statutes, section 124E.06, subdivisions 1-4).

State Student Priority Points

Applicants that address one or both of the following state student priorities in their application may receive up to ten (10) additional priority points:

1. Charter schools that intend to serve and identify strategies to reach early learners and/or postsecondary students (5 points possible)
2. Charter schools that intend to enroll a higher percentage of low-income, rural or racially diverse students (5 points possible)

General Expectations of Applicants

- Submit a conflict of interest policy.
- Submit a procurement policy that complies with applicable statutes and regulations.
- Submit the school's fair and open hiring practices and demonstrate compliance with them.
- Provide NEO with all necessary information in a timely manner to complete and meet the state deadline for the new charter school affidavit that must be approved by the Commission of Education before the applicant and NEO can enter into a contract for a charter school.
- Submit enrollment and lottery policies.
- If approved, adhere to and monitor progress toward the NEO Ready to Open Standards.

The Rating Guide summarized in the table below and further detailed on the following pages will be used by reviewers to evaluate and rate each section and the proposal as a whole.

Each narrative question has a weighted point value between 0 and 20 points.

Only proposals with all component ratings of at least “Satisfactory” and an overall rating of “Good” or “Excellent” will be considered successful applicants.

SCORING OVERVIEW	POSSIBLE POINTS
Executive Summary	NOT SCORED
Educational Program	20 POINTS
Accountability Goals and Outcomes	10 POINTS
State Student Priorities	10 POINTS
State Education Priorities (WBWF)	10 POINTS
Governance, Management and Sustainability	10 POINTS
Operations	10 POINTS
Parent and Community Engagement	10 POINTS
Market Analysis and Outreach (Need and Demand)	10 POINTS
Budget	10 POINTS
Total Points	100 POINTS

RATING GUIDE: The following guide will be used by reviewers to evaluate and rate each section and the proposal as a whole. Each narrative question has a weighted point value between 0 and 20 points.

Criteria	Inadequate	Fair	Satisfactory	Good	Excellent
Complete?	Addresses few or no criteria	Addresses some criteria	Adequately addresses most criteria	Adequately addresses all criteria	More than adequately addresses all criteria
Strength of response?	Important weaknesses outweigh strengths	Some strengths, but some important weaknesses	Strengths outweigh weaknesses	Key strengths far outweigh weaknesses	Key strengths and only minor or no weaknesses
Potential for high-performing charter school that will meet grant goals and state education priorities?	The response contains a number of weaknesses that are likely to adversely impact the development and operation of a high-performing charter school that will meet the goals and priorities of this grant opportunity. If priority areas are selected, the narrative does not reflect how priorities will be met.	The response contains some strengths but some weaknesses that are likely to adversely impact the development and operation of a high-performing charter school that will meet the goals and priorities of this grant opportunity. If priority areas are selected, some of the narrative describes how priorities will be met.	The response contains some weaknesses that neither singly or collectively, are they likely to adversely impact the development and operation of a high-performing charter school that will meet the goals and priorities of this grant opportunity. If priority areas are selected, the narrative describes how priorities will be met.	The response can be characterized overall as likely to lead to the development of a high-performing charter school that will meet the goals and priorities of this grant opportunity. If priority areas are selected, the narrative clearly describes how priorities will be met.	The response can be characterized overall as extremely likely to lead to the development of a high-performing charter school that will meet the goals and priorities of this grant opportunity. If priority areas are selected, the narrative explicitly addresses how priorities will be met.

Criteria	Inadequate	Fair	Satisfactory	Good	Excellent
Eligibility	NEO will not approve an application with a rating of "inadequate" for any component or overall.	NEO will not approve an application with a rating of "fair" for any component or overall.	NEO will not approve an application with an overall rating of "satisfactory".	NEO will approve an application with an overall rating of "good".	NEO will approve an application with an overall rating of "excellent".

Point Value of Component	Inadequate	Fair	Satisfactory	Good	Excellent
20 Points	0-4	5-8	9-12	13-16	17-20
10 Points	0-2	3-4	5-6	7-8	9-10
5 Points	0-1	2	3	4	5

Point Value Overall	Inadequate	Fair	Satisfactory	Good	Excellent
	0-19	20-39	40-59	60-79	80-100

Total Possible Points with Priority Points: 100 points

WORK PLAN NARRATIVE

I. EXECUTIVE SUMMARY – Not Scored

*Please limit the length of your response to approximately **three** pages.*

Instructions:

Provide a narrative response that identifies a compelling need for the new school and addresses each of the following for the proposed new school:

1. **Mission and vision**
2. **Statutory purposes**
3. **Grade levels and total number of students to be served in the first year and at capacity**
4. **Intended location**
5. **Compelling need**
6. **Educational philosophy and instructional approach**
7. **Plans to improve all pupil learning and all student achievement and meet or exceed the World's Best Workforce (WBWF) outcomes adopted by the Commissioner of Education for public school students**

TIP: Documentation of compelling need may include evidence of support from current or prospective families, enrollment statistics from nearby public schools, etc.

II. EDUCATIONAL PROGRAM – 20 points possible

*Please limit the length of your response to approximately **eight** pages.*

Instructions:

Describe the educational program that will be implemented.

A complete response will:

1. **Describe a complete, coherent educational program that includes clear plans to improve all pupil learning and all student academic achievement with contingency plans for blended and distance learning.**
2. **Specify the strategies for improving all pupil learning and all student academic achievement.**
3. **Provide compelling research and data that indicate the educational program is effective for the students targeted by the school, including the curriculum and instructional practices that will be used.**

- 4. Demonstrate how the program is clearly designed to support state academic content standards and will enable all students to meet Minnesota’s student academic achievement standards.**
- 5. Provide a scope and sequence for the subjects included in the MN Academic Standards.**
- 6. Describe how the school plans to achieve a positive and productive school climate for students, families and staff.**
- 7. Discuss how the charter school will eliminate disparities for racial and ethnic groups.**
- 8. Describe how the school will meet the educational needs of English-language learning students.**
- 9. Describe how the charter school will comply with sections 613(a) (5) and 613€ (1) (B) of the Individuals with Disabilities Education Act.**
- 10. Describe job-embedded professional development initiatives that are likely to sufficiently prepare teachers to deliver the school’s unique program to the targeted student population.**
- 11. Provide evidence of a school schedule and calendar with sufficient opportunity to effectively deliver the proposed educational program and meet state requirements for minimal instructional hours (Minn. Stat. §124E.03, subd. 6, and §120A.41). Include:**
 - A description of a student’s “typical day” experience.**
 - A snapshot of the school’s proposed daily/weekly schedule that includes length of day.**
 - A snapshot of the school’s proposed school year calendar that includes total annual instructional hours.**
 - A description of and schedule for supplemental programming if the school plans to provide any.**
- 12. Include plans for serving students with special needs that demonstrates an understanding of legal requirements:**
 - The applicant describes how it will appropriately serve students in the least restrictive environment.**
 - The applicant describes how it will employ or contract with an appropriately licensed special education director, teachers, specialists, etc.**

- The applicant describes how an appropriate Child Find process will be used.

13. Include equity and inclusion plans that demonstrate an understanding of the challenges to academic achievement for students in racial and ethnic groups and/or with disabilities.

14. Submit a Staffing Plan and the school’s Fair and Open Hiring Process.

IMPORTANT NOTE: If priority point areas are selected, applicant clearly relates educational program to the needs of early learners and/or postsecondary students and/or how the educational program will address the needs of students who are low-income, rural and/or racially diverse.

III. ACCOUNTABILITY GOALS and OUTCOMES (provide up to six goals) – 10 points possible

*Please limit the length of your response to approximately **four** pages.*

Instructions:

Include up to six academic and/or nonacademic outcomes that will be included in the charter contract between the new charter school and its authorizer. Be sure to review the NEO-School Performance Framework guidelines and consult with NEO when developing the goals.

A complete response will:

- 1. Include specific, measurable, attainable, relevant, and timebound “SMART” academic achievement and growth goals that focus on improved student achievement and growth.**
- 2. Include outcomes that address the expectations of a high-quality charter school including academic proficiency, academic growth and/or graduation rate.**
- 3. Describe a strong plan for how the school will use assessment data to improve all pupil learning and all student achievement.**

IMPORTANT NOTE: If priority point areas are selected, applicant clearly identifies accountability goals and outcomes for early learners and/or postsecondary students and/or students who are low-income, rural and/or racially diverse.

IV. STATE STUDENT PRIORITIES – 10 points possible

*Please limit the length of your response to approximately **two** pages.*

Instructions:

If the new charter school plans to address one or more of the following state priority areas, please describe how the new charter school addresses one or more of the following priority areas.

- 1. Describe how the new charter school will serve and identify strategies to reach early learners and/or postsecondary students (5 points possible).**
- 2. Describe how the new charter school intends to enroll a higher percentage of low-income, rural and/or racially diverse students (5 points possible).**

Important Note: If the new charter school plans to address one or more of the state priority areas, all narrative components in the Work Plan Narrative should include narrative that corresponds with the priority area/areas selected, if any.

V. STATE EDUCATION PRIORITIES – 10 points possible

*Please limit the length of your response to approximately **five** pages.*

Instructions:

*Applicants must address **at least one** of the state's World's Best Workforce (WBWF) education priorities.*

A complete response will describe the new charter school's plan to address at least one of the following five WBWF education priorities selected:

- 1. All children are ready for school.**
The applicant describes plans to ensure all children are prepared to attend school.
- 2. All third-graders can read at grade level.**
The applicant describes plans to accelerate learning and ensure all students are reading well by third grade.
- 3. All racial and economic achievement gaps between students are closed.**
The applicant describes plans to close achievement gaps by ensuring academic achievement targets are met.

4. All students are ready for career and college.

The applicant describes plans to prepare students for postsecondary success.

5. All students graduate from high school.

The applicant describes plans for preparing students to graduate.

IMPORTANT NOTE: If priority point areas were selected, applicant response aligns to the priority area(s) selected: early learners and/or postsecondary students, and/or students who are low-income, rural and/or racially diverse.

VI. GOVERNANCE AND MANAGEMENT – 20 points possible

*Please limit the length of your response to approximately **five** pages.*

Instructions:

Please provide information on how the new charter school will be governed and managed.

A complete response will:

1. Describe how the school founders and board members have the capacity to develop, plan and implement a new high-performing charter school. Demonstrate that the founding group and board:

- **Have capacity to oversee the successful development and implementation of the educational program, accountability goals, outcomes, and state education priorities presented in this application.**
- **Have capacity to oversee the effective and responsible management of public funds and demonstrate effective financial management practices and policies.**
- **Have capacity to oversee and be responsible for the school's compliance with its legal obligations.**
- **Have experience and expertise that includes preschool/prekindergarten-grade 12/postsecondary education (as applicable), legal compliance, real estate and facilities, school financial management and accounting, fundraising and development, community engagement and parent involvement.**

- 2. Describe the school’s governance plan and how the board will ensure effective and accountable governance over the school’s operations:**
- **Demonstrates a clear understanding of the roles and responsibilities of a charter school board, including board duties outlined in Minnesota Statutes, section 124E.07, subdivision 6:**
 - **Carrying out the school’s mission and goals.**
 - **Evaluating how charter contract goals and commitments are executed.**
 - **Evaluating student achievement, postsecondary and workforce readiness, and student engagement and connection to goals.**
 - **Establishing a teacher evaluation process under Minnesota Statutes, section 124E.03, subdivision 2(h).**
 - **Providing professional development related to job responsibilities.**
 - **Establishing plans for how the school intends to meet the student pupil transportation requirements.**
 - **The governing board provides strong policy oversight.**
 - **Well-qualified individuals will be recruited to serve on the school’s board.**
- 3. Describe the school board’s plan to ensure effective and transparent management of the school’s operations:**
- **Management plans are sufficient to deliver the proposed educational program, accountability goals, outcomes, and state education priorities.**
 - **Organizational, management and financial plans demonstrate operational effectiveness and fiscal viability.**
 - **Demonstrates intent to use a fair and open process to select a well-qualified school leadership team including recruitment and hiring timeline(s).**

IMPORTANT NOTE: Applicants will be asked to verify that open and fair hiring processes comply with Minnesota Statutes, Chapter 363A.

- **Organizational chart clearly distinguishes between governance (board) and management (school leadership) and provides key roles and responsibilities of each.**
 - **Disclose the names of any founders or board members intending to serve on the school’s interim board, to apply for employment at the new school and/or to contract for services with the new school.**
 - **Plans to recruit candidates who are members of groups that have traditionally been underrepresented based on race, color, national origin, gender, age or disability.**
- 4. If applicable, discuss the school’s plan to contract with a charter management organization (CMO), educational management organization (EMO) or other comprehensive service provider.**
- **Provide specific evidence demonstrating the provider’s successful track record in academic, operational and financial performance.**
 - **Clearly define the role of the provider.**
 - **Provide a copy of the school’s draft management agreement.**

If the applicant is not contracting with a charter management organization, educational management organization, or other comprehensive service provider, please clearly state as such in the application.

5. Submit the school’s Conflict of Interest Policy.

VII. OPERATIONS – 10 points possible

*Please limit the length of your response to approximately **three** pages.*

Instructions:

Please provide information on plans for operations of the new charter school.

A complete response will:

- 1. Provide a plan for transportation services.**
- 2. Provide a plan for student meal service.**
- 3. Provide a plan for student health services, including mental health.**
- 4. Identify the facility needs and provide a plan for meeting them.**

VIII. PARENT AND COMMUNITY ENGAGEMENT – 10 points possible

Please limit the length of your response to approximately **three** pages.

Instructions:

Describe the school's clear vision and effective strategies for meaningful parent and community engagement and support throughout the planning, program design and implementation phases of the school.

A complete response will:

- 1. Describe how parent engagement begins in the design of the school and continues in substantive ways throughout the planning and implementation phases of the new school.**
- 2. Describe how community engagement begins in the design of the school and continues in substantive ways throughout the planning and implementation phases of the new school.**
- 3. Submit the school's Enrollment and Lottery Policy.**

IMPORTANT NOTE: If priority point areas are selected, applicant clearly describes parent and community engagement practices that address early learners and/or postsecondary students and/or describes how engagement will address the needs of parents of students who are low-income, rural and/or racially diverse.

IX. MARKET ANALYSIS– 10 points possible.

Please limit the length of your response to approximately **five** pages.

Instructions:

Describe the marketing and outreach strategies that will be used to reach all students. A complete response will meet the following criteria:

- 1. Outreach and recruitment plan demonstrates a deep understanding of the community to be served and is likely to be effective, including reaching out to families traditionally less informed about educational options.**
 - Plan addresses how students in the community will be informed about the new charter school and given an equal opportunity to attend this charter school.**
 - Plan addresses how this school will intentionally and specifically conduct outreach to educationally and economically disadvantaged and hard-to-reach populations.**

2. Enrollment projections are realistic and supported by evidence of actual or potential demand and marketing and recruitment plans seem likely to generate enrollment sufficient to meet projections.

3. Plans are in place in the event that enrollment is lower than projected.

NOTE: MDE verifies school enrollment totals which are used to determine funding levels. MDE uses Average Daily Membership (ADM), the Minnesota Automated Reporting Student System (MARSS), Pupil Units (PUN) and other metrics.

4. Describe how an admissions and lottery process will be used to provide equal access to all students who apply.

- An open admissions and lottery process is described which indicates that the school will not limit admission beyond grade level and class size capacity and will only provide enrollment preference to prospective students who are provided such preferences in federal guidance and state law.
- A lottery process is described that determines enrollment for the school site.

5. Provide the school’s Market Analysis that provides evidence of the need and demand for the program necessary to meet the proposed enrollment.

6. The following projected enrollment table is completed and all of the Work Plan Narrative Component responses align with the projected enrollment table.

Complete the enrollment table for the planned enrollment and add rows up through the year that the school operates at maximum projected enrollment.

Year of Operation	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Year 1														
Year 2														
Year 3														
Year 4														
Year 5														

Complete the enrollment table for the minimum enrollment that the school needs in order to operate.

Year of Operation	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Year 1														
Year 2														
Year 3														
Year 4														
Year 5														

BUDGET AND FINANCIAL PLAN – 10 points possible

*Please limit the length of your response to approximately **five** pages.*

Instructions:

Please provide a five-year budget projection that includes and clearly labels the pre-operational year(s) of the new charter school.

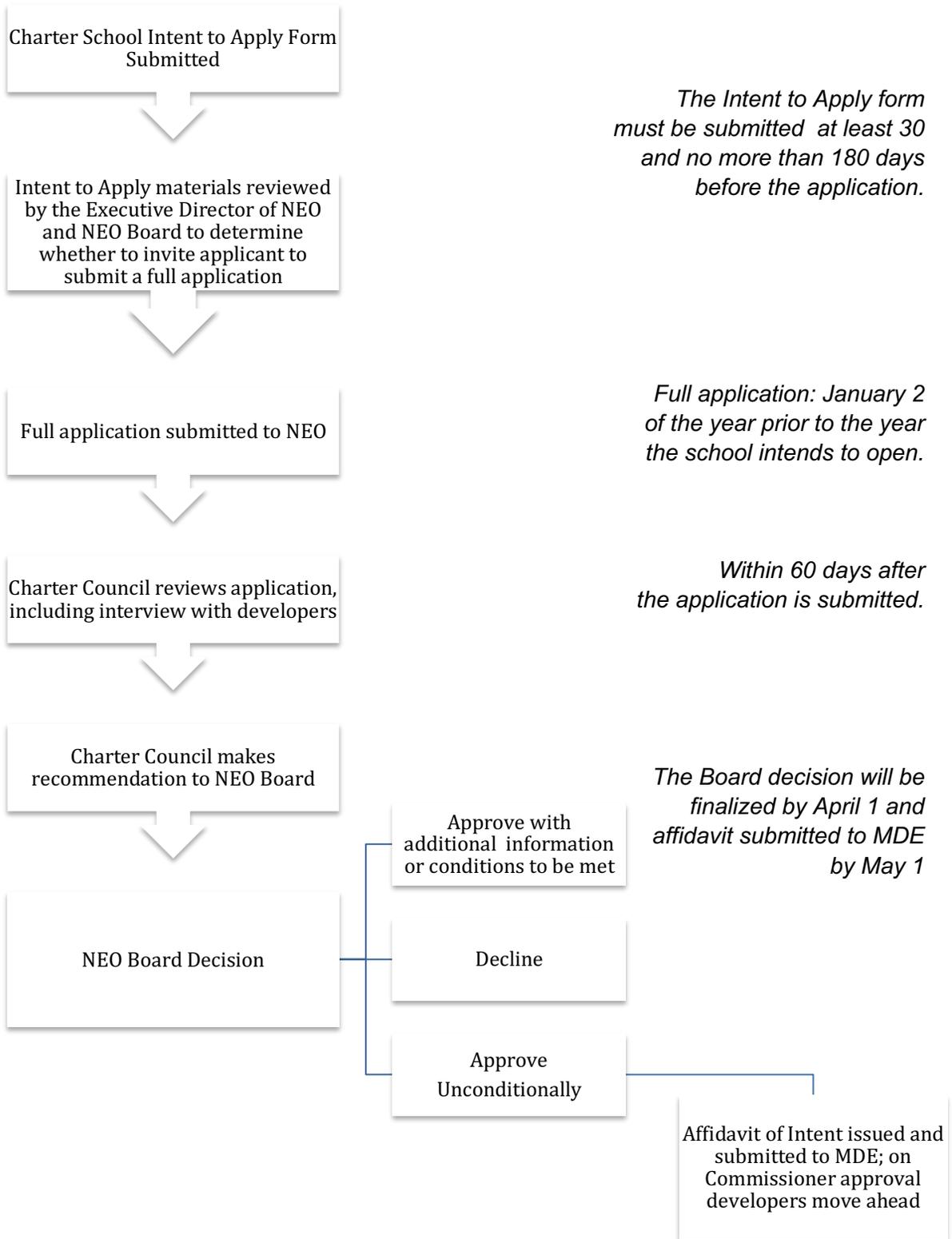
A complete response will meet the following criteria:

- 1. The five-year budget and financial plan for the charter school must include a plan for revenues and expenditures.**
- 2. The budget balances each year with realistic cash flow between the pre-operational year and first year and for the first year.**
- 3. The proposed budget should be based on clearly identified, reasonable assumptions and estimates that reflect choices made throughout the rest of the charter application. For example, enrollment projections used elsewhere in the application need to be the same ones used in budget development. When projecting revenue numbers, the single most important factor is enrollment. Enrollment projections must be accurate. It is best to project conservatively for budget purposes.**
- 4. The proposed budget should demonstrate an ability to understand the sources of funding available to the charter school and the types of expenditures required to operate the charter school.**

5. The plan to manage start-up costs is reasonable.
6. The proposed state-approved financial management system is identified.
7. The plan for the school's financial management is clarified.
8. At least two scenarios in the five-year budget (minimum number of students needed for financial viability as well as a budget based on 100% of anticipated enrollment):
 - o identify realistic assumptions and their basis
 - o include a cash flow projection for the first 18-months of operation:
 - use UFARS Chart of Accounts
 - account for direct student instructional expenses, PERA/TRA contributions, and other benefits
 - account for state funding holdbacks
 - o separate general fund and food service fund
 - o include a plan to establish an emergency/long-term reserve fund balance that reaches 20% by the end of year five;
 - o align staffing assumptions/expenditures with the narrative in other application sections
 - o list any planned services to be contracted to outside providers
 - o ensure that the school budget aligns to the school mission and vision.
9. Provide the school's Procurement Policy.

Addendum to the NEO Comprehensive New School Application

Timeline for Applying to NEO (Assuming Sept 1st school start date)



Requirements for Schools Planning to Contract with a Management Organization

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:

1. NEO and the Charter School will interview prospective external service providers that the Applicant proposes engaging and question them as part of the charter application process.
2. 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.
3. NEO shall be provided and review the proposed Service Contract at least 30 days before it is executed.
4. NEO shall be provided for review 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.
5. 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

(1) 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.

(2) 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);

(3) Contract Duration, 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 either for no longer than two (2) years or with a termination right wherein the Charter School may terminate for any or no reason on at least one hundred and twenty (120) business day written notice

(4) 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.

(5) 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;

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

i. All revenue anticipated by the Service Provider to be received from the Charter School.

ii. All expenses and anticipated expenses associated with the operation and management by the Service Provider of the Charter School.

iii. 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 in the event that 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.

iv. 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.

v. All loan repayments for any loans made to the Charter School by the Service Provider, including separate line items for interest, principal and premium, if any, on such loan repayments.

vi. All investments in the Charter School by the Service Provider, including the expected returns on equity for such investments.

vii. 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.

viii. 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.

ix. All loans to, or investments in, the Charter School by the Service Provider must be evidenced by appropriate documentation, either in the contract between the Charter School and the Service Provider, or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter School.

(6) 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 for twelve (12) months after termination for a reasonable fee; and

(7) Contingency Planning for Terminated Contracts: assurance of a smooth transition in the event that 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.

ADDENDUM ITEM X:

**NEO READY TO OPEN
STANDARDS**

Charter School Ready-to-Open Standards for Approval to Open NEO-Authorized Schools

Name of School:
Start-up coordinator:
Phone number and email address:
Checklist filled out by:
Date:

Purpose	Item	Status
	The program model is developed and is being implemented consistent with the affidavit and contract with the authorizer.	

Learning Program, Student Achievement and Accountability

Special Education Director is hired and all special education requirements completed including submitting the "Application for Special Education Funds- Statement of Assurances" by June 1	
A scope and sequence has been developed for the school's academic program (aligned to state academic standards)	
An assessment system is in place that aligns with the curriculum	
Student graduation/grade progression criteria have been identified	
A Special Education and EL program have been developed	
Job-embedded professional development plans and teacher evaluation system have been developed for the school's professional staff	
Textbooks, materials, computers, supplies, etc. have been ordered and received	
Capital equipment has been ordered and received	
A plan is in place to meet World's Best Workforce (WBWF) requirements	

4. Governance – Composition of the Board

At least five members are on the Board and all required roles/positions are filled (including licensed teacher and at least one community member from Minnesota) per school's bylaws	
At least one board member has expertise regarding the school mission and program concepts	
A board member with a finance background or expertise is designated as Treasurer	
A criminal background check has been conducted on each board member	
Board members are not independent contractors for the school to ensure no conflict of interest (board is in compliance with all statutory Conflict of Interest and board composition requirements)	
All board members disclose if they have potential plans to apply for a position at the school	

Charter School Ready-to-Open Criteria

Item

Status

5. Governance – Foundational Documents

The school has filed with the I.R.S. for Section 501(c)3 status and a Federal Employer Identification Number (FEIN)	
Direct deposit (EFT Authorization) has been established with the Minnesota Department of Finance after registering with SWIFT using Federal Employer Identification Number from IRS and Minnesota Tax ID Number from Minnesota Dept of Revenue	
The school address entered into SWIFT matches the official school address listed in the MDE Organization Reference Glossary See http://w20.education.state.mn.us/MdeOrgView/	
The school has filed with the MN Attorney General and Secretary of State	

6. Governance – Policy

Sign all charter assurances and submit to NEO/MDE ("Assurances for Charter Schools and Authorizers" and related policies are due June 1 and "Assurance of State and Fed Law Prohibiting Discrimination" is due November 15)	
The school has approved a conflict of interest and nepotism policy that is in compliance with applicable Minnesota statutes	
The Board members begin required training within 6 months of being seated	
The Board has received training for and is carrying out fair employment practices that are in compliance with applicable Minnesota and federal statutes	
The school has in place an admission and lottery process and policy that provides equal access to all students and is in compliance with Minnesota statute	
The Board has a clear plan for developing and reviewing policies	
The Board has approved a Calendar for the school year by April 30th (the calendar must be turned in to MDE with the school's enrollment projection report by June 10)	

7. Governance – Financial

The school's start up grant application (CSP) has been submitted and/or approved by the Board and MDE	
The school has established a checking account with duplicate signature/internal controls	
The Board carries out monthly review of a Treasurer's Report with fiscal reports and approval of the payment of bills	
The Board submits monthly Treasurer's Report to the authorizer	
The Board has secured a bank line of credit	
The Board has adopted the annual budget and budget amendments by June 30th	
The Board has approved a preliminary 5-year budget with plans for sustaining the program after start up grant funding ends. The budget includes major revenue and expenditure assumptions	

Charter School Ready-to-Open Criteria

Item

Status

Governance – Financial (continued)

The school's budget is updated as more accurate information about enrolled students is available: Special Education, Transportation, and Food Service	
The Board provides financial oversight: Attends appropriate training on financial management and establishes policies/procedures for internal control, contract approval, purchasing and financial reporting	

8. Governance – Operations

A school website is developed that meets all state requirements	
The Board hears monthly reports on school readiness to open/development progress to assure school is being developed consistent with the charter's mission and contract with authorizer	
Board includes an agenda item for "board/authorizer discussion" in board meeting agenda	
Meetings are held regularly and comply with Open Meeting Law	
A written agenda for each meeting is published for public inspection and provided to the authorizer	
School board meeting minutes are recorded, approved, and available for public inspection; an updated board roster is also available for public inspection (posted at the school's website)	
The Board allocates the budget/approves the hiring of all employees	
If the board chooses not to employ staff but rather contract with another entity for professional services, this contract is developed and approved by the board	
The board has secured legal counsel	
Criminal background checks are conducted on all staff	
The Board has means in place to evaluate the director and if applicable, the management organization/service provider	
9. Budget and Financial	
An accurate enrollment verification form is submitted to MDE by June 10 th (as early as possible to generate the first state aid payment)	
The board has identified expenditures that will remain uncommitted until enrollment projections are met (prioritized budget items)	
The school has contracted for or hired a Business Manager and established effective business practices, including developed a Business Administration Policy/Procedures Manual: Staff has attended appropriate training on UFARS, MARSS, STARS & year end financial reporting and established business processes to meet board policies & financial reporting needs	
Revenue budget is periodically updated to reflect current data for: Enrollment, Legislative changes, and other changes	
Expenditure budget is periodically updated to reflect current data for: Staffing needs, Salaries, Benefits, and Lease & other costs	

Charter School Ready-to-Open Criteria

Item

Status

Budget and Financial (continued)

Approved MARSS software has been obtained	
Special Education and, if applicable, Federal Title 1 Program staff are entered into the MDE's EDRS system	
The school's staff provide appropriate, regular, and timely financial information to board, including: Detailed cash disbursements data, Detailed revenue & expenditure budgets, and Cash flow projections	
The school has submitted its Federal CSP Implementation Grant continuation request (if applicable)	
The school has contracted with an auditor for the start-up fiscal year if the school had made any expenditure.	
10. Facility	
The school has secured (signed a lease) a facility with an Occupancy Rating appropriate for educational use by 150 days prior to opening date.	
The space is adequate for the program model	
If applicable, any significant build-out of the school facility has begun no later than 120 days prior to opening date (city permissions have been obtained for construction and any inspections are scheduled)	
The facility meets accessibility requirements (ADA)	
The facility has been inspected by the city Fire Marshall, and the inspector's report is free of issues	
The board ensures that the lease is affordable and includes appropriate lease termination and renewal language	
Prior to signing the lease, there is evidence that an adequate student marketing plan is implemented and recruitment results indicate a sufficient enrollment will result thereby. Also prior to signing, the lease should be reviewed by the school's legal counsel who has expertise in charter school lease language.	
The school has applied for lease aid to MDE (should be submitted as soon as possible, but no later than June 1st to be included in their metered payment in July)	
The school has developed a transportation plan, independently or with another entity	
If the school district is to transport students, notice must be given to that district not later than July 1 (sooner is preferable)- The Transportation Survey Form is submitted to MDE no later than July 1 st .	
The school has purchased appropriate insurance prior to hiring any employees and/or lease start date	

Charter School Ready-to-Open Criteria

Item	Status
11. Marketing, Student Recruitment and Outreach	
Projected enrollment and budget are conservative	
The school has put in place and implemented an outreach plan for informing a diverse student population of the school	
The school provides opportunities for discussion with the parents, students if applicable and the public	
Enrollment packet including home language questionnaire, free/reduced meal eligibility, accommodation requests, permission to get records, health and Special Ed information, media waiver requirements are fulfilled	
Enrollment updates are submitted regularly to the authorizer	
The school's recruitment plan is being implemented: Registrations are being submitted and 75% of budgeted enrollment is registered & verified (packeted) by 90 days prior to school's opening day	
125% of budgeted enrollment is registered and verified (packeted) by 60 days prior to school's opening day	
12. Leadership, Staffing and Management	
A position description for the school leader has been approved by the Board and posted (board follows a fair and transparent recruitment and hiring process)	
The school leader has been hired at least 150 days prior to the school's opening date	
School leaders complete training provided by MDE	
All MDE requirements for creating an account and reporting in MARSS are complete	
A Data Assessment Coordinator (DAC) is designated/All necessary DAC requirements and trainings are completed	
MARSS coordinator's name is sent to mars@state.mn.us as soon as designated	
A site verification form is submitted to MDE by July 1st	
The Board has ensured that compensation plans for all staff are reasonable	
Staff reduction provisions are included in contracts for lack of enrollment/funding to maintain expenditures as projected	
All teaching positions have been posted	
All teachers have been hired by 60 days prior to school opening, in order to begin employment 30 days in advance of opening day	
All teachers are appropriately licensed and correctly identified on the school's website if posted, are approved community experts or a variance has been obtained from the commissioner	
An unemployment compensation option is set up with the State	
TRA and PERA are set up with the State	
A working account with SERVS is created and registered	
Register for a DUNS number	
Register for Central Contractor Registration (CCR) at System for Award Management (SAM), the payment processing system the Federal Government uses to approve and disperse Federal Funds	

Charter School Ready-to-Open Criteria

Item

Status

Leadership, Staffing and Management (continued)

Sign up for appropriate MDE Listservs	
Identify/designate an EDRS coordinator	
Complete all Title applications as applicable by appropriate deadlines	

13. Food Service	
Appropriate school leaders attended food service training at MDE	
A food service facility license is obtained	
Bids are requested for a catering service and service is selected	
A Contract For Vended Meals and School Nutrition Application Procedure is completed and submitted	
Six cent menu certification is completed and submitted as applicable	
How To Participate documentation is submitted	

Important Notes:

The Ready to Open Criteria may be revised based on changes in statute and unique school circumstances.

If a school is not meeting readiness to open requirements, NEO may extend deadlines upon submission of a plan from the school for how the requirement will be met within the extension. However at all times, NEO reserves the right to make the decision that the school is not ready to open if deadlines and requirements are not met.

New schools are required to complete the enrollment report and provide it to NEO weekly beginning in April in the year that the school plans to open. The form for the enrollment report is included on the following page.

ENROLLMENT REPORT FOR _____ (school)

Date: _____

Grade	Grade Capacity	Applied/Interested	Enrolled/Packeted	Goal Enrolled/ Packeted	Gap Enrolled/ Packeted	Records Received	W-list
Total							

Terms

Grade Capacity: Number of seats available in each grade

Applied/Interested: Have completed pre-enrollment interest/contact form

Enrolled/Packeted: Completed enrollment packet (packet typically includes forms for need for English language services, financial assistance, special education, health related services, media permission, permission to obtain student records from prior school, and any accommodations)

Goal Enrolled/Packeted: It is often the experience of charter schools that only about 75% of students enrolled actually attend the school so the goal for enrolled/packeted students should be at least 125% of budgeted enrollment

Gap Enrolled/Packeted: Gap between goal enrolled/packeted and packeted enrollees

Packeted: Enrollees who have completed the full enrollment packet

Records Received: Records from previous school requested and received

W-list: Once the goal for the Enrolled/Packeted is met, Applied are placed on Wait list

ADDENDUM ITEM XI:

**NEO GRADE LEVEL AND/OR
SITE EXPANSION APPLICATION**

Novation Education Opportunities (NEO)

Grade Level and Site Expansion Application

2020-2025

Introduction

The NEO Comprehensive New School Application was developed to provide guidance in the writing and charter school site and grade level expansion application submissions and to align to and support a successful Charter School Program (CSP) grant application. The target audience for this document is the charter school (the applicant) as they plan for site and/or grade level expansion.

Application Format

Directions for completion of the application materials should be followed carefully. Incomplete applications **will not** be forwarded to the review team.

Application Submission

Applications must be received via email by **SEPTEMBER 1st at 4:30 CST** to be considered. Late applications will not be considered, although the NEO Board of Directors reserves the right to accept applications after the due date based on extenuating circumstances.

- Please use Arial 11-point font and double-space text when entering responses in the Work Plan Narrative template below. Please do not exceed approximately 40 pages total, not including additional documents required for each component.
- The application should be electronically submitted in MS-Word format on 8.5x11 pages.
- Please include the name of your school and number all pages in the footer of the application.

Email the application to: Wendy Swanson Choi executive.director.neo@gmail.com

Important: This application is to be original work of the applying program. If a source is used, the materials that are paraphrased or copied ***must be cited appropriately. NEO will not approve an application if it is discovered that it is not the original work of the applicant team.***

The applicant must achieve a satisfactory rating for each section in order for approval.

The applicant must complete and follow the directions for each of the following sections.

NEO evaluators will complete the evaluation of each of the following sections.

Section I Directions: The school demonstrates need for the proposed expansion with supporting long-range enrollment projections.

A. Complete the enrollment projection tables with and without expansion:

With Expansion

Year	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
2014-15														
2015-16														
2016-17														
2017-18														
2018-19														

Without Expansion

Year	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
2014-15														
2015-16														
2016-17														
2017-18														
2018-19														

B. Provide the following information:

1. Describe the enrollment goals for the expansion.
2. Provide evidence of the need for the expansion.
3. Provide evidence that the school will meet the projected enrollment.

Section I Evaluation:

- To achieve a satisfactory rating for this section, the need for the expansion and the projected enrollment must be clearly justified and supported by at least one of the following: waiting list numbers, evidence of support from current or prospective families, and enrollment statistics from nearby public schools.

- To achieve an exemplary rating for this section, the data must strongly substantiate the need and projected enrollment and include all of the following: waiting list numbers, evidence of support from current or prospective families, and enrollment statistics from nearby public schools.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths		Reference	
Concerns and Additional Questions		Reference	

Section II Directions. The expansion is warranted, at a minimum, by a longitudinal record of demonstrated student academic performance and growth on statewide assessments under chapter 120B or on other academic assessments that measure longitudinal student performance and growth approved by the charter school's board of directors and agreed upon with the authorizer.

A. Provide the following information:

1. Provide evidence of a longitudinal record of demonstrated student academic performance and growth on statewide assessments under chapter 120B or on other academic assessments that measure longitudinal student performance and growth.
2. Provide plans for addressing any areas of relatively low academic performance.

Section II Evaluation:

To achieve a satisfactory rating for this section, the responses must include all of the following:

- Explain how the school is successfully implementing the primary purpose of charter schools to improve all pupil learning and all student achievement per Minnesota Statutes, section 124D.10, Subdivision 1(a).

Minnesota's charter school law (Minn. Stat. §124D.10, Subd. 10. Pupil Performance) requires that a charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school students. Your response should reflect this requirement by including each of the school's applicable World's Best Work Force goals and school progress toward meeting them.

Statute now provides that academic assessments other than statewide assessments can be used to measure longitudinal student performance and growth for a supplemental affidavit request. The other measures must be approved by the charter school's board of directors and agreed upon by the authorizer.

- Explain any areas of low performance or growth along with the school's plans to address student performance/growth in these areas.
- To be eligible to apply for site and/or grade level expansion, the school must have an overall satisfactory rating in each area (academic performance, climate, compliance/operations, and finance) as measured by the school's Performance Framework at the time the application is submitted.

To achieve an exemplary rating for this section, the responses must include all of the following:

- Include how the school is successfully implementing the primary purpose of charter schools to improve all pupil learning and all student achievement per Minnesota Statutes, section 124D.10, Subdivision 1(a).

Minnesota’s charter school law (Minn. Stat. §124D.10, Subd. 10. Pupil Performance) requires that a charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school students. Your response should reflect this requirement by including each of the school's applicable World's Best Work Force goals and school progress toward meeting them.

Statute now provides that academic assessments other than statewide assessments can be used to measure longitudinal student performance and growth for a supplemental affidavit request. The other measures must be approved by the charter school’s board of directors and agreed upon by the authorizer.

- Explain any areas of relatively low performance or growth along with the school’s plans to address student performance/growth in these areas.
- For an exemplary application rating, the school must not only have at least a satisfactory rating in each area (academic performance, climate, compliance/operations, and finance) as measured by the school's Performance Framework at the time the application is submitted, but also have an overall exemplary Performance Framework rating.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths			Reference
Concerns and Additional Questions			Reference

Section III Directions. Provide evidence that the charter school has a history of sound school finances and a finance plan to implement the expansion in a manner to promote the school's financial sustainability

A. Provide a 5-yr budget projection that includes budget scenarios with and without the expansion.

B. Provide the following information:

1. Provide evidence that the school has a history of sound school finances.
2. Provide evidence that the school has the finance plan and financing to implement the expansion in a manner to promote the school's financial sustainability.

Section III Evaluation:

- To achieve a satisfactory rating for this section, the school must provide evidence that it has a history of sound school finances and the finance plan and financing to implement the expansion AND the school must achieve at least a satisfactory rating in finance as measured by the school's Performance Framework.
- To achieve an exemplary rating for this section, the school must provide evidence that it has a history of sound school finances and the finance plan and financing to implement the expansion AND the school must achieve at least an exemplary rating in finance as measured by the school's Performance Framework.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths			Reference
Concerns and Additional Questions			Reference

Section IV Directions. Provide evidence that the charter school has the board capacity and an administrative and management plan to implement its expansion.

A. Provide the following information:

1. Describe anticipated changes necessary to the current governance and management structures resulting from the proposed expansion.
2. Provide evidence that the board has the capacity and an administrative and management plan to carry out the expansion.

Section IV Evaluation:

- To achieve a satisfactory rating for this section, the school must identify the changes necessary to the current governance and management structures and provide evidence that the board has the capacity and administrative and management plan to carry out the expansion AND the school must achieve a satisfactory rating overall in the compliance section of the school's Performance Framework.
- To achieve an exemplary rating for this section, the school must identify the changes necessary to the current governance and management structures and provide evidence that the board has the capacity and administrative and management plan to carry out the expansion AND the school must achieve at an exemplary rating overall in the compliance section of the school's Performance Framework.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths		Reference	
Concerns and Additional Questions		Reference	

Section V Directions. Complete the following questions addressing the Performance Framework status to verify that the school is positioned for a successful site and/or grade level expansion.

Dates of Current Authorizer Contract:

Only schools receiving at least a "satisfactory rating" using the Performance Framework are eligible to submit an application for a grade level and/or site expansion. What is the school's current overall Performance Framework rating?

School Performance: Academic

- a) On what indicators has the school achieved satisfactory and/or exemplary ratings this past year as measured by its Academic Performance Indicators in the Academic Performance section of the school's Performance Framework?
- b) What percent of points possible in the Academic Performance section of the school's Performance Framework has the school earned thus far?

School Performance: Climate

- a) On what indicators has the school achieved satisfactory and/or exemplary ratings this past year as measured by its Climate Performance Indicators in the Climate Performance section of the school's Performance Framework?
- b) What percent of points possible in the Climate Performance section of the school's Performance Framework has the school earned thus far?

School Performance: Compliance

- a) On what indicators has the school achieved satisfactory and/or exemplary ratings this past year as measured by its Compliance Performance Indicators in the Compliance Performance section of the school's Performance Framework?
- b) What percent of points possible in the Compliance Performance section of the school's Performance Framework has the school earned thus far?

School Performance: Finance

- a) On what indicators has the school achieved satisfactory and/or exemplary ratings this past year as measured by its Finance Performance Indicators in the Finance Performance section of the school's Performance Framework?
- b) What percent of points possible in the Finance Performance section of the school's Performance Framework has the school earned?

ADDENDUM ITEM XII:

**NEO Charter School Application to Include
an Officially Recognized Prekindergarten
or Preschool Instructional Program**

NEO Charter School Application to Include an Officially Recognized Prekindergarten or Preschool Instructional Program

A charter school currently authorized by Novation Education Opportunities (NEO) may submit a request to expand its program to include an officially recognized prekindergarten or preschool instructional program. Applications must contain all of the information requested in elements 1- 10 below in order to be considered.

The type of age group that you apply for is important: Pre-K (4 year olds only) or preschool (3, 4 & 5 year olds). A prekindergarten instructional program means a program provided by a school district or charter school designed to prepare four-year-old children for entry into kindergarten the subsequent year. A preschool instructional program means a program provided by a school district or charter school designed to provide early childhood education and preparation for transition to kindergarten for three- to five-year-old children. The official recognition request submitted to and approved by the Minnesota Department of Education (MDE) specifically identifies the type of program.

The application process provides NEO with the information to determine whether the proposed program will meet state requirements and to collect the information that will be necessary for completing a final Affidavit in the event that NEO approves the application. The phrasing of this application process implies that the school applying is expanding to include a Prekindergarten or Preschool Instructional program, rather than applying for approval of an existing program.

Please provide an explanation for each of the following requirements, including any supporting documents requested or helpful in your explanation. The evaluation criteria are listed for your reference and use by the NEO Advisors in evaluation of the application.

- (1) Please explain how the expansion proposed by the charter school is supported by need and projected enrollment.

Evaluation Criteria:

- The expansion is supported by need.
- The expansion is supported by projected enrollment.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths			Reference
Concerns and Additional Questions			Reference

(2) Please explain how the charter school expansion is warranted, at a minimum, by longitudinal data demonstrating students' improved academic performance and growth on standardized assessments.

Evaluation Criteria:

- The expansion is warranted by longitudinal data demonstrating students' improved academic performance and growth on a standardized assessment.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths		Reference	
Concerns and Additional Questions		Reference	

(3) Please explain how the charter school is fiscally sound and has the financial capacity to implement the proposed expansion.

Evaluation Criteria:

- The charter school is fiscally sound.
- The charter school has the financial capacity to implement the proposed expansion.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths			Reference
Concerns and Additional Questions			Reference

(4) Please explain how the charter school has the management capacity to carry out its expansion.

Evaluation Criteria:

- The charter school has the management capacity to carry out its expansion.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths			Reference
Concerns and Additional Questions			Reference

(5) Please explain the charter school's Comprehensive Child Assessment. Specifically please explain how the school will assess each child's cognitive skills with a comprehensive child assessment instrument when the child enters and again before the child leaves the program to inform program planning and promote kindergarten readiness. If available, please provide a copy of the Pre-K assessment and report card.

Evaluation Criteria:

- The charter school assesses each child's cognitive skills with a comprehensive child assessment instrument when the child enters and again before the child leaves the program.
- The assessment informs program planning and promotes kindergarten readiness.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths		Reference	
Concerns and Additional Questions		Reference	

(6) Please explain the charter school's Intentional Instructional Practice. Specifically, please provide intentional instructional practice aligned with the state early childhood learning standards and kindergarten standards that is based on early childhood research and professional practice focused on children’s cognitive, social, emotional, and physical skills and development and prepares children for the transition to kindergarten, including early literacy skills.

Evaluation Criteria:

- The intentional instructional practice is identified and aligned with the state early childhood learning standards and kindergarten standards
- The intentional instructional practice prepares children for the transition to kindergarten, including early literacy skills.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths			Reference
Concerns and Additional Questions			Reference

(7)(a) Please explain the charter school's Kindergarten Transition. Specifically explain how the school coordinates appropriate kindergarten transition with parents and kindergarten teachers.

Evaluation Criteria:

- The school coordinates appropriate kindergarten transition with parents and kindergarten teachers.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths		Reference	
Concerns and Additional Questions		Reference	

(7)(b) Please explain the charter school's Kindergarten Transition. Specifically explain how the school coordinates appropriate kindergarten transition with relevant community- based services.

Evaluation Criteria:

- The school coordinates appropriate kindergarten transition with relevant community-based services.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths		Reference	
Concerns and Additional Questions		Reference	

(8) Please explain Staff Ratios and Licensure. Specifically please explain how the charter school ensures staff-child ratios of one-to-ten and maximum group size of 20 children with the staff being supervised by a licensed early childhood teacher.

Evaluation Criteria:

- The charter school ensures staff-child ratios of one-to-ten and maximum group size of 20 children with the staff being supervised by a licensed early childhood teacher.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths			Reference
Concerns and Additional Questions			Reference

(9) Please explain Teacher Content Knowledge. Specifically, please explain how the charter school ensures teachers are knowledgeable in early childhood curriculum content, assessment, and instruction.

Evaluation Criteria:

- The charter school ensures that teachers are knowledgeable in early childhood curriculum content, assessment, and instruction.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths			Reference
Concerns and Additional Questions			Reference

(10) Please explain Early Childhood Screening. Specifically, please explain how the charter school ensures that participating children have completed health and developmental screening within 90 days of program enrollment under Minnesota Statutes section 121A.16 to 121A.19.

Evaluation Criteria:

- The charter school ensures that participating children have completed health and developmental screening within 90 days of program enrollment.

Reviewer Score	1	2	3
	Not Satisfactory	Satisfactory	Exemplary
Component Strengths			Reference
Concerns and Additional Questions			Reference

ADDENDUM ITEM XIII:

**NEO CHANGE IN AUTHORIZER
APPLICATION**

Novation Education Opportunities

Change in Authorizer Application

2020-2025

Novation Education Opportunities

Step One: Complete the Change in Authorizer Form

Please submit this Change in Authorizer Form no later than October 1st in the fiscal year that the school plans to transfer. This deadline may be revised based on extenuating circumstances. Add space as needed to fill out this Form, but do not exceed 3 pages (excluding resume attachments).

1. **Name of School:** _____

Address: _____

Street and/or PO Box

City

State

Zip Code

2. **Lead Administrator:** _____

Phone: (day) _____ (evening) _____

E-mail Address: _____

3. **Board Chair:** _____

Phone: (day) _____ (evening) _____

E-mail Address: _____

4. **Current Authorizer:** _____

Address: _____

Street and/or PO Box

City

State

Zip Code

Authorizer Contact: _____

Phone: (day) _____ (evening) _____

E-mail Address: _____

5. **Does the school currently contract with a charter management organization or company for school management or operation?** Yes No

If yes, identify the charter management organization.

6. **Date Of Incorporation:** _____
7. **Date When Charter Was First Granted:** _____
8. **Expiration Date Of Current Contract:** _____
9. **What Grades is the Charter School Approved For?** _____
10. **What Grades does the Charter School Currently Serve?** _____
11. **Number of Students Currently Served:** _____
12. **Percentage of Free or Reduced Lunch:** _____
13. **Percentage of ELL/ESL Students:** _____
14. **Percentage of Special Education Students:** _____
15. **Why do you want to change your authorizer?** . Please note: NEO will also contact your current authorizer.
16. **Have you applied to any other authorizer?** Please explain your status with any other application.
17. **Name of each individual in the board of directors and the management team (if the charter school has one – could include assistant directors, program managers, lead teachers, etc.):**
 - A. Names, roles, and current employment of all persons on the board and management team:
 - B. Does any person listed above currently operate or are employed in any other schools? If so, please describe.
18. **Identify any organizations, agencies, consultants or institutions of higher education that are partners of this charter school, along with a brief description of their role and any resources they have contributed to contribute to the school.**

In addition to the Change in Authorizer Form, please provide the following attachments:

- a) Resumes for lead administrator and board members
- b) Articles of incorporation
- c) Bylaws
- d) Current Authorizer contract
- e) Audited financial statements for the last 3 years
- f) Annual Report for the last 3 years
- g) Standardized student test results for the last 3 years, if not included in annual reports
- h) The most recent data on stakeholder satisfaction and perceptions of safety (e.g. surveys, focus groups, etc), if not included in annual reports

- i) The most recent contract renewal evaluation that the school's current authorizer completed
- j) A description of any past or pending complaint, investigation, intervention, corrective action or lawsuit

Upon receipt of the **Change in Authorizer Form**, NEO will follow up to verify receipt and schedule a site visit within 30 days to

- provide information to the school about NEO's mission, vision, beliefs, and authorizing processes and
- review the school's evaluations and performance in the areas of academics, climate, compliance, governance and finance compared to the NEO Performance Framework standards.

Step Two: Site Visit

NEO will contact the school's current authorizer and visit the school site within 30 days of receipt of the **Change in Authorizer Form** to provide information to the school about NEO's authorizing processes and to review and verify the information in the school's evaluations completed by the school's current authorizer, as well as the school's performance information in the areas of academics, climate, compliance, governance and finance so that accurate and complete information can be evaluated using the NEO Performance Framework standards.

Step Three: NEO Board Decision

Within 30 days of the site visit, the NEO board will determine whether to approve the transfer using the NEO Performance Framework standards. Schools that meet the Satisfactory or Exemplary performance levels as measured by the NEO Performance Framework standards and have no identified additional concerns through the document review will be considered for approval by the board.

ADDENDUM ITEM XIV:

**NEO-CHARTER SCHOOL
CONTRACT TEMPLATE**

CHARTER SCHOOL AUTHORIZER CONTRACT

between

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

and

[Name of School]

[Address of School]

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

SECTION 1. TERMS OF AGREEMENT.

1.1 Effective date: [Term Start Date]

1.2 Expiration date: [Term End Date]

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 section 124E.01, subdivision 1, and how the School will report its implementation of the primary purpose;

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

1.4.3 A description of the charter school program and the specific academic and nonacademic outcomes that pupils must achieve;

1.4.4 A statement of admission policies and procedures;

1.4.5 A governance, management, and administration plan for the charter school;

1.4.6 Signed agreements from charter school board members to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools;

1.4.7 The criteria, processes, and procedures that the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance consistent with subdivision 3, paragraphs (a) and (b);

1.4.8 For contract renewal, the formal written performance evaluation of the charter school that is a prerequisite for reviewing a charter contract under subdivision 3;

- 1.4.9 Types and amounts of insurance liability coverage to be obtained by the charter school, consistent with section 124E.03, subdivision 2, paragraph (d);
- 1.4.10 Consistent with section 124E.09, paragraph (d), a provision to indemnify and hold harmless the authorizer and its officers, agents, and employees from any suit, claim, or liability arising from any operation of the charter school, and the commissioner and department officers, agents, and employees notwithstanding section 3.736;
- 1.4.11 The term of the contract, which for an initial contract may be up to five years plus an additional preoperational planning year, and up to five years for a renewed contract or a contract with a new authorizer after a transfer of authorizers, if warranted by the charter school's academic, financial, and operational performance;
- 1.4.12 How the board of directors or the operators of the charter school will provide special instruction and services for children with a disability under sections 125A.03 to 125A.24, and 125A.65, a description of the financial parameters within which the charter school will operate to provide the special instruction and services to children with a disability;
- 1.4.13 The specific conditions for contract renewal that identify performance of all students under the primary purpose of section 124E.01, subdivision 1, as the most important factor in determining contract renewal;
- 1.4.14 The additional purposes under section 124E.01, subdivision 1, paragraph (a), and related performance obligations under clause 1.4.7 contained in the charter contract as additional factors in determining contract renewal;
- 1.4.15 The plan for an orderly closing of the School under chapter 317A, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract, that includes establishing the responsibilities of the school board of directors and the authorizer and notifying the commissioner, authorizer, school district in which the charter school is located, and parents of enrolled students about the closure, information and assistance sufficient to enable the student to reenroll in another school, the transfer of student records under section 124E.03, subdivision 5, paragraph (b), and procedures for closing financial operations;
- 1.4.16 The agreed-upon Authorizer fee structure (Minn. Stat. §124E);
- 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 issued by the Minnesota Secretary of State's Office;
- 1.4.20 Copy of charter school's Articles of Incorporation that includes stamped date of filing and is mailed to the school by the Minnesota Secretary of State's Office; and
- 1.4.21 Copy of the charter school's (signed) bylaws adopted and approved by the charter school's board of directors.
- 1.4.22 External Management Organization Agreement Terms (if applicable)

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

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

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

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

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

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

(e) Annual Report. The School will file an Annual Report with the Authorizer by October 30 each year that may be inclusive of the World's Best Workforce reports consistent with the provisions of Minn. Stat. §124E, and that contains all information required by the Authorizer and the Education Commissioner. The Annual Report and World's Best Workforce reports will be filed by due dates identified in Charter Law. The Authorizer will review the Annual Report and World's Best Workforce reports and may provide written comment to the School as necessary to support the School with compliance.

(f) Annual Report Dissemination. The School will disseminate the Annual Report and the World's Best Workforce Report or a summary of this Report to the families of students attending the School and post these reports on the School's website. The World's Best Workforce Report may be included in the Annual Report.

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

SECTION 4. LEGAL STRUCTURE.

4.1 Legal Structure

(a) Nonprofit Status. The School is organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended

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

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

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

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

(f) Learning Environments and Leased Space. The School may lease space from any organization as it deems necessary 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.

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

Authorized Grades. The School is authorized to serve grades [grade levels].

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

SECTION 5. AUTHORIZER FEES

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

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

SECTION 6. OPERATING REQUIREMENTS

6.1 Governance

(a) Board of Directors. A Board of Directors whose membership is described in the School's bylaws and defined by state 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 Minnesota Statutes 123B.03, Subd. 1. The Charter School Board will certify to the Authorizer that background checks have been completed. Consistent with data practices law, the Charter School Board will provide to the Authorizer any adverse information that is revealed as part of the background checks and will evaluate, on a case-by-case basis, membership on the Charter School Board where the background check revealed adverse information. Charter School Board members must complete required training and board development required by Charter Law. Performance in Operations including governance and compliance will be evaluated according to the Performance Indicators as described in the School's Performance Framework.

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

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

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

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

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

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

(h) Non-Licensed Personnel. The Charter School Board or its delegate may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching, and may contract for other services.

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

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

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

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

6.4 Tuition and Fees. The School will not charge residents of Minnesota tuition for admission to the School. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by applicable law. The School will comply with the Minnesota Public School Fee Law, Minnesota Statutes Chapter 123 Sections 123B.34 to 123.39.

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

6.6 Admissions

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

(b) Applications. The School will enroll an eligible pupil who submits a timely application, unless the number of applicants exceeds the capacity of the program, class, or grade level. In such cases, selection shall be by lottery pursuant to the Charter Law, Minn. Stat. §124E. A student continuing for the next year will remain enrolled for the next year without re-application.

6.7 Reporting to the Authorizer.

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

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

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

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

6.8 Financial Management

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

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

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

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

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

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

6.10 Health and Safety

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

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

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

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

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

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

6.14 Insurance. Notwithstanding anything to the contrary in this Agreement, the School will be considered a School district for the purposes of tort liability under Minnesota Statutes Chapter 466.04. The board of directors shall obtain at least the amount of and types of insurance up to the applicable tort liability limits under chapter 466. The charter school board must submit a copy of the insurance policy to its authorizer before starting operations. The charter school board must submit changes in its insurance carrier or policy to its authorizer within 20 business days of the change. The School will comply with Minn. Stat. §124E and obtain tort liability insurance and provide the Authorizer with appropriate insurance documentation on an annual basis: (a) worker's compensation insurance to include coverage A; (b) insurance covering all of the School's real and personal property, whether owned or leased; (c) a minimum of commercial general liability insurance in comprehensive form, bodily injury and property damage combined of one and a half million dollars (\$1,500,000) per occurrence and personal injury of one and a half million dollars

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

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

6.16 Location of School. The School shall have a single site at the address 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 and submit documentation of the need and demand 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.

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

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

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

SECTION 9. NON-RENEWAL AND VOLUNTARY TERMINATION.

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

- 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.

Novation Education Opportunities

[School]

By:

By:

Signature

Signature

Wendy Swanson Choi

Print name

Print name

Executive Director

Board Chair

Title

Title

Date

Date

ADDENDUM TO THE CONTRACT

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

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

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

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

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

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

(4) A statement of admission policies and procedures

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

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

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

NEO Oversight Plan for Operating Schools

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

Student/School Academic Performance

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

Climate

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

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 as a result 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 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 make arrangements 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 (World's Best Work Force) per Minnesota Statutes.

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

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

1) For a satisfactory rating, the percent of students 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 10 percentage point increase from the baseline results. The baseline results are determined by the results of the prior term.

2) 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 school is to improve all pupil learning and all student achievement. At the beginning of the contract term the weightings are finalized and are not revised during the term of the contract.

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

Implementation Guide

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

Combining Data Over the Contract Term

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

Contract Revisions

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

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

- A change in 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 focus that was not part of the original charter
- A significant difference in student achievement baseline data from initial assumptions a new school use to set academic performance goals
- A significant change in the state testing that makes current academic performance goals irrelevant
- A significant change to the NEO Renewal Framework Performance Indicator(s)
- Revision to any policy included in the contract
- Any other reason that results in misalignment of the contract and the school conditions agreed upon by both authorizer and charter school.

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

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

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

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

Contract Renewal Eligibility

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

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

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 enter into a Continuous Improvement Plan that addresses the specific standards in the Performance Framework where the school performance is below Satisfactory. This plan may be the same plan required by the state accountability system.

Closure Plan

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

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

The performance evaluation tool is the Performance Framework.

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

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

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

Effective date: [Term Start Date]

Expiration date: [Term End Date]

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

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

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

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

School Closure Plan

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

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

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

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

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

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

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

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

	Responsible Party	Timeline for Completion	Actual Completion	Status
Provide for disposal of the School's assets according to statutes 308A or 317A.	School			
Liquidate or close bank accounts according to schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, and for final audit and dissolution. Cancel corporate credit cards and lines of credit. Change authorized signatures on accounts as needed.	School			
File final tax returns and reports.	School			
Arrange for final audit. File as requested by Minn. Stat 124D.10.	School			
Close out all State and Federal grants.	School			
All liabilities and obligations of the School must be paid and discharged to the extent of the School's assets. Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools. An itemized receipt must be obtained from each recipient of an asset containing name, address and telephone number of the recipient. In closing out any federal grant and accounting for federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations.	School			

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

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

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

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

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

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

The charter contract between the proposed authorizer and the school must identify and provide a plan to address any outstanding obligations from the previous contract per Minnesota Statutes, section 124E.10, Subdivision 5.

(18) The Charter School Board membership roster.

Board Member	Position	Seat

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

(20) Copy of School's Articles of Incorporation stamped with the filing date and mailed to the school by the Minnesota Secretary of State's Office.

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

ADDENDUM ITEM XV:

**NEO COMPLAINT RESOLUTION
POLICY**

Adopted: 1-20-12
Revised: 7-01-15

NEO COMPLAINT RESOLUTION POLICY

I. PURPOSE

NEO takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of NEO, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

- A. Students, parents, employees or other persons, may report concerns or complaints to NEO. While written reports are encouraged, a complaint may be made orally. Any NEO employee, contractor, or Board member receiving a complaint shall advise NEO's Executive Director of the receipt of the complaint. The Executive Director shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the charter school administration, MDE, or other authorities. A person may file a complaint at any level of NEO; i.e., Advisor, Executive Director or NEO board member. However, persons are requested to file a complaint at the building level of the charter school first.
- B. Depending upon the nature and seriousness of the complaint, the Executive Director or other NEO representative receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves allegations of violations of the law, it will be referred to the Executive Director who shall determine the plan for fact finding and if necessary, further investigation. In either case, the Executive Director shall determine the nature and scope of the investigation and designate the person(s) responsible for the investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the Executive Director concerning the status or outcome of the matter.
- C. The Executive Director shall respond in writing to the complaining party concerning the outcome of the investigation or follow-up, including any appropriate action or corrective measure that was taken. The NEO Board shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.
- D. Complainants are encouraged to use the NEO Complaint Form when lodging a formal complaint. Anonymous complaints may not expect the treatment contained in this policy.

Novation Educations Complaint Form and Instructions for Policy 103

Before filing a complaint to Novation Education Opportunities (NEO), we encourage you to contact the charter school director by phone, email or in writing. You may be able to resolve the concerns at the local level without filing a complaint with NEO.

If you are not able to resolve your concerns at the local level, the following information and form may be helpful in writing your complaint and moving towards a successful resolution.

Your written complaint must contain the following: Basic Information:

Current date, your name, address, email address (if applicable) and a phone number to reach you if the complaint investigator needs to ask for additional information.

Charter school name and the school's address.

Statement of Violation:

- State why you believe a policy, practice, or state or federal law was violated and that it occurred during the last calendar year (12 months from current date).
- Keep your focus on facts, events and people involved.
- Make a list of each violation you believe the school committed.

Statement of Facts:

For each violation, list the facts to support your claim.

- Describe events with specific dates, names of individuals involved or contacted and a brief description of what happened.
- Include any additional facts to support your claim.

Proposed Solution: Identify proposed solutions to your complaint.

- List solutions that would be acceptable to you in resolving the complaint.
- Sign and date the complaint.
- Make two (2) copies -one to keep for your files and one for NEO.
- A copy of the complaint will be shared with your child's charter school (specifically the special education director or charter school director).
- The school and/or NEO will complete fact finding. They will propose solutions and consider your proposed solution and respond in writing/vi email.
- If this is a Special Education complaint, Federal law requires that a copy of the complaint be sent to the charter school at the same time it is filed with the Minnesota Department of Education.
- If this is a Special Education complaint, mail the complaint or deliver to: Due Process Supervisor Minnesota Department of Education Division of Compliance and Assistance 1500 Highway 36 W. Roseville, MN 55113-4266 (651)582-8725 (fax).

IMPORTANT NOTE: NEO MAY ALSO RECEIVE THE ABOVE COMPLAINT INFORMATION VERBALLY AND RECORD THE INFORMATION.

Adopted: 4/19/15

Revised: 7/01/15

NEO POLICY No. 106 TENNESSEN WARNING

I. PURPOSE

It is the policy of the Board of Novation Education Opportunities (NEO) that collection of personal or confidential data from employees or students at schools that NEO authorizes be obtained in conformance with the requirements of the Minnesota Government Data Practices Act.

II. POLICY STATEMENT

Any individual collecting private or confidential data on behalf of NEO will provide a Tennesen warning that complies with the sample warning to follow, unless applicable law provides an exception to the need to provide this warning.

Legal Reference: Minn. Stat. §13.04 subd. 2 (Tennesen Warning)

SAMPLE ON NEXT PAGE

This policy does not constitute legal advice; any questions regarding this policy should be directed to your attorney.

[SAMPLE] TENNESSEN WARNING

TO: _____ DATE: _____

Dear _____, I have been asked by NEO to conduct fact finding into circumstances related to _____
_____.

I am required to advise you of the following:

- The purpose and intended use of the data, i.e., why NEO is collecting the data from you, and how NEO plans to use the data;
- Whether you are legally required to provide the data, or may refuse to do so;
- Any consequences known if you provide the asked for data;
- Any consequences known to if you do not provide the asked-for data;
- The identities of other persons or outside entities known to NEO that are authorized by law to have access to the data.

If the data is to be shared with an individual not included in this list, you will be asked to give separate permission to release that data.

The above information has been explained to me and I have been given an opportunity to ask questions:

Signed: _____ Date: _____

ADDENDUM ITEM XVI:

**NEO STEWARDSHIP AWARD
CRITERIA**

NOVATION EDUCATION OPPORTUNITIES (NEO) STEWARDSHIP AWARD IN FINANCE



Explanation of Criteria

NEO continues to work toward providing more meaningful, useful, and robust feedback to authorized schools. School leaders provided feedback requesting quality exemplars (tools or procedures) in a number of areas. Some of those exemplars relate to finance and financial oversight. The NEO Stewardship Award in Finance has helped identify some of those exemplars that have been shared with schools.

NEO also launched the Stewardship Award in 2014 to recognize school leaders and boards who take their financial management and oversight above and beyond what is required for the MDE School Finance Award. The criteria are based on good practice, statute and contract, fiscal responsibility and a desire for a high level of financial sustainability. NEO will annually review the criteria and add, revise, or remove items to improve recognition of schools and the integrity of the award.

Each school is invited to earn this award by completing the APPLICATION FOR THE NEO STEWARDSHIP AWARD IN FINANCE and attaching the school's most current fund balance policy. Other criteria are applied by NEO advisors to determine award winners. The complete set of criteria is listed below with a brief explanation.

Award winners will be announced at the June Celebration. Awards and summary data sheets will be delivered to schools at the same time.

Statutory Reporting Deadlines

1. Preliminary UFARS data was submitted to MDE by September 15.
2. Final UFARS data was submitted to MDE by November 30.
3. The current year audit was submitted to MDE and the authorizer by December 31.
4. Preliminary budgets are approved prior to July 1 of a new fiscal year.

These reporting deadlines are referenced in Minnesota Statutes, Chapter 124E as well as contained in Minnesota Statutes, section 123B.77 Accounting, Budgeting and Reporting Requirements. These criteria (CR 1-4) are compliance issues. Charter school personnel must also follow the coding as prescribed in the manual on Uniform Financial Accounting and Reporting Standards (UFARS). Earning the MDE Finance award will qualify a school for 1, 2 and part of 3. An EpiCenter review and staff consultation are used to verify timely audit reporting to NEO.

Reporting and Oversight Quality

5. UFARS and Audit data agree (compliance table from MDE).
6. The audit is free from material and significant deficiencies—no findings in audit.
7. Financial Reports are submitted to the NEO EpiCenter in a timely manner.
8. The board conducts financial oversight at each regular meeting.

The accuracy of reporting is determined with the compliance table at the end of the current year audit or from MDE. (CR 5)

The freedom from findings is more rigorous than the MDE Finance Award in that this criterion includes the absence of material AND SIGNIFICANT weaknesses in the audit to earn the award, not only material findings. (CR 6) **EXEMPLARS WERE DEVELOPED TO ASSIST IN REMOVAL OF FINDINGS.**

A review of meeting minutes and EpiCenter documents affirm the meeting of criteria 7 and 8. The extensiveness and thoroughness of reports and oversight is a matter for future review.

Financial Sustainability

9. The fund balance policy is submitted with the application form.
10. The general fund unreserved balance is at least 20%, unless SPED population is 75% or greater
11. Fund Two (2) unreserved balance is zero or positive.
12. Fund Four (4) unreserved balance is zero or positive.
13. The organization has a positive current ratio (assets to liabilities).

Some auditors suggest that the unreserved, unassigned or committed fund balance total should be at least 3 months, sometimes referred to as an aggregate balance. Placing the initial target balance at 20% and suggesting other qualities for a solid fund balance policy is a demonstration a desire for fiscal health and sustainability. A wide range target such as a 5% to 20% target for a fund balance does not have the precision needed to assure sustainability or accountability. Boards need to build a fund balance to reduce the need for borrowing.

A fund balance should be used to build reserves for special projects including program or technology improvements. A fund balance policy should also have a policy set aside resolution. The board must take steps to correct any action if the fund balance drops below 20%. A recovery plan should be designed if a fund balance goes negative or stays below 20%.

Fund One must be positive with a target of at least 20%. (CR. 10) Fluctuation in a fund balance target may occur in response to a holdback change, state support of schools and newness of the school. Fund Two, the food service fund, must have a zero or positive balance at the end of the year. (CR. 11) This is easily accomplished with a transfer from the general fund prior to the close of the books for the year. Similarly, Fund Four, the community service fund, must have a zero or positive balance at

year end. (CR.12) **Boards should address these transfer issues as budgets are formed, not only at the end of the year.**

If a school has a strong fund balance, it is likely that the school has a positive asset to liability ratio. (CR. 13) That ratio will be calculated with the aid of the school audit for each school or through the use of MDE financial data on schools.

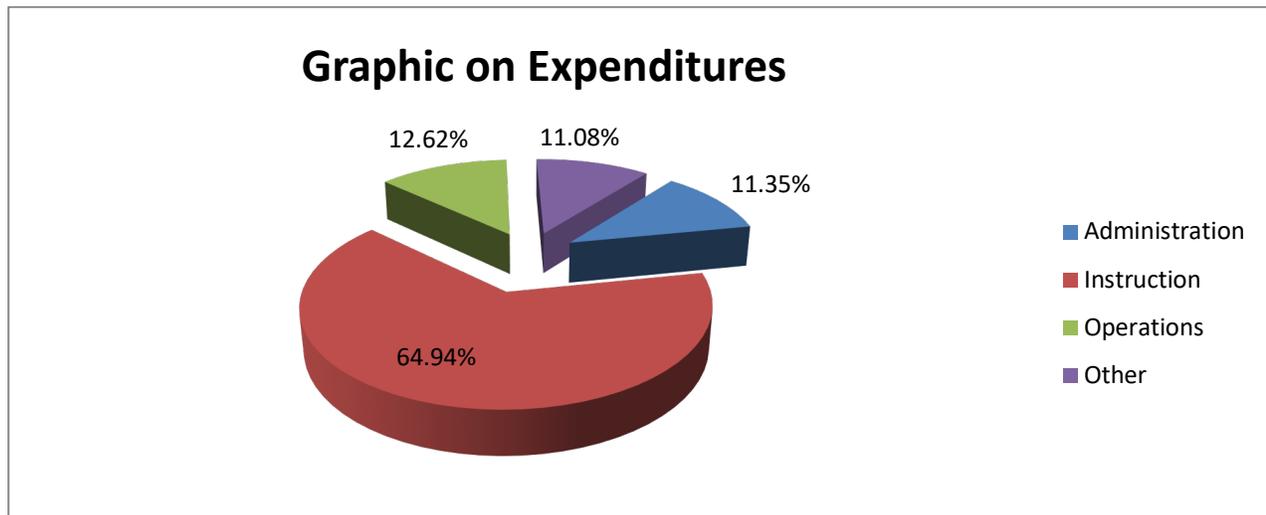
Use of Public Funds

14. The school properly used public funds.

Public funds are used with statutory authority and for a public purpose. Public funds are not used for personal gain (salaries and wages excluded). Public funds cannot be gifted. This criterion (CR. 14) is verified with the self-assessment form and reviews of financial reports.

IT'S ALWAYS ABOUT THE CHILDREN

The primary purpose of a school is to advance the performance and well-being of students. That purpose is affected by expenditures for regular instruction, special education, pupil support and instructional support. A chart is built for each school to affirm its instructional expenditure level (not used as a criterion).



Sample on School Expenditure Categories on FY2018 Data