

Minnesota Guild of Public Charter Schools

Operating Guide

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Executive Summary

American educator and innovator Albert Shanker introduced the seminal notion of charter schools to the American public in 1988. He envisioned the charter school model as a means to enable small groups of teachers and parents to use research-based proposals to educate kids in innovative ways, tapping into teacher expertise to try new things and leverage team approaches to learning, organization and management. This model was to be built on a shared commitment to competence and accountability.

Over the course of his career, Shanker became convinced that the best way for teachers to improve the profession was to focus on quality. If teachers could influence the quality of public-school teaching, they could fully realize the profession's goals of helping all children achieve their potential and become successful citizens.

A spirit of innovation and commitment to quality have long been hallmarks of education in Minnesota, which enacted the Nation's first charter school law in 1991 and launched the first U.S. charter school. Numerous quality initiatives have been developed to improve teacher preparation, peer and mentor support, ongoing professional development, instruction standards and approaches to compensation and evaluation. One of the leaders in this effort to improve teacher professionalism has been the Minneapolis Minnesota Guild of Public Charter Schools

Federation of Teachers (MFT), which most recently launched Minnesota’s teacher-led Self-Governed Schools initiative.

MFT’s legacy led to an Innovation Grant from the American Federation of Teachers (AFT) for the purpose of establishing an entity to authorize Minnesota charter schools: The Minnesota Guild of Public-School Charter Schools (*The Guild*). Minnesota Statute 124E.10 gives approved authorizers the authority to approve or deny charter school applications, monitor charter school operations and hold charter schools accountable for their mission and statutory requirements.

The Guild will support the establishment and operation of charter schools that embody the very best practices in teaching, learning and student achievement, built on a sustainable base of operating efficiency and community engagement. In doing so, the Guild will do more than help students, teachers and families in Guild-authorized schools work more effectively to attain high standards and achievement. Success in this effort will lead to more models of demonstrated impact to benefit students across Minnesota and the Nation, ultimately realizing Shanker’s hope for charter schools as a major impetus to create public school education for the 21st Century.

Guild Mission & Vision

Vision: The Guild advances the original vision of the chartered school model, in which teachers have the choice to professionally organize and work to create innovative, research-based schools that rely on teacher expertise to identify and use effective teaching strategies, promote engaged student learning, create professional autonomy, and ensure effective, shared responsibility for outcomes.

Mission: As a single purpose authorizer, the Guild will improve the educational achievement of Minnesota students by advocating a systemic approach to charter school formation and operation that promotes stakeholder accountability, autonomy, and competence. The Guild authorizes and monitors charter schools in accordance with Minnesota Statutes section 124E. The Guild’s charter school portfolio encompasses a variety of school types and populations served by educational programs in Minnesota, with a specific interest in schools that serve students most affected by the achievement gap and low graduation rates.

Guild Priority: Teacher-Powered Schools

As a single-purpose charter school authorizer under Minnesota Statutes, section 124E.05, the Minnesota Guild may not limit its authorizing decisions to any single curriculum, learning program, or method. However, the Guild is committed to growing a portfolio of high-quality, innovate charter schools that promote, establish, and expand teacher-powered models and autonomies.

The teacher-powered model includes 15 areas that provide teachers autonomy to make decisions impacting school and student

Minnesota Guild of Public Charter Schools

success. These areas of autonomy include charter school board governance, making all decisions about the school’s learning program, choosing the process and methods for teacher evaluation, and managing the allocation of the school’s financial resources. Charter schools may implement one, or many, areas of autonomy to be considered a teacher-powered school. Visit the Teacher-Powered Schools Initiative web page for additional information and resources.

Additionally, the Guild seeks to promote and is especially interested in authorizing new charter schools that address the additional statutory purpose (Minnesota Statutes, section 124E.01, subdivision 1(5)), “create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.” Finally, the Guild’s new charter school application is aligned with the priorities, criteria, and requirements of Minnesota’s Federal Charter Schools Program (CSP) grant project.

Minnesota Charter School Purpose

Minnesota Statute 124E.01 states that the purpose of charter schools is to:

Improve all pupil learning and all student achievement.

Additional purposes include to:

- (1) Increase learning opportunities for pupils;**
- (2) Encourage the use of different and innovative teaching methods;**
- (3) Measure learning outcomes and create different and innovative methods of measure outcomes;**
- (4) Establish new forms of accountability for schools; or**
- (5) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.**

Guild Structure & Governance

The Minnesota Guild of Public Charter Schools is governed by a volunteer Board of Directors. These volunteer leaders, who receive no compensation for their service, exemplify a deep commitment to educational excellence and represent expertise from multiple sectors. They are charged to review, approve or deny new charter school applications, renewal applications and termination

recommendations; supervise the Guild Executive Director and determine future staffing, fiscal and resource needs; and ensure the ongoing viability, compliance and sustainability of the Guild and its operations.

There will be at least five members of the Board, whose members are selected to provide expertise in charter school authorization principles and practice, best practices in teacher professional development and education, and organizational systems compliance, monitoring, metrics, management and strategic planning. In carrying out their reviews, Board members will read and discuss recommendations, meet with charter school representatives and visit authorized schools.

Guild Board of Directors

A current listing of Guild board members can be found on the Guild's website at [this link](#).

Guild Director

The Minnesota Guild Executive Director directs and supports the continuous development of a model charter school authorizer that promotes and assists best practices of educational excellence and meaningful student achievement. In order to ensure success, the Executive Director works in frequent collaboration with the Guild Professional Staff, the Guild Board of Directors, the Guild Officers, each Guild School, and the Minnesota Department of Education Charter Center.

Per their operating guide, the MN Guild has established a holistic view of the systems needed for schools to achieve quality student performance, stakeholder engagement and satisfaction (students, teachers, families and communities), and effective compliance and monitoring to ensure ongoing improvement and sustainability.

Professional staff will be added to the Guild operations in accordance with the growth plan as outlined in the Five--Year Financial Plan. Additional advisory and executive board members also will be added over time to ensure that the Guild meets its commitment to develop a charter school authorizing model that serves as a national best practice.

Authorizer Fees

The Minnesota Department of Education (MDE) reviews authorizer affidavits and processes submitted by charter school authorizers. If approved by MDE, the charter school enters into a written contract with its authorizer outlining requirements as based on the

Minnesota charter school statute 124E.10. The authorizer fee has been calculated by MDE Per Stat. § 124E.10, subd. 3 (b).

Charter School Application Process

The application process is designed to help applicants assess their readiness and capacity to operate a successful charter school. The applicant will require a diverse set of expertise and experience to launch a new school.

Charter school applicants and operators must comply with all relevant requirements in Minnesota Statutes 124E which govern charter school formation and operation. They must describe how they will address the six statutory purposes of charter schools and achieve the school's mission, goals, program and student performance. They must describe plans for governance, administration, operations and financial management and evaluation of educational effectiveness, organizational and fiscal plans.

The comprehensive requirements of MDE and the Guild are designed to ensure that applicants build a proper foundation to optimize success for the school's stakeholders.

New Schools

The New School Application and timeline are posted to [The Guild's website](#).

Existing Charter Schools

Schools that wish to transfer from their current authorizer to the Guild will submit the Intent to *Apply – Transfer of Authorizer* form at least six months before their current authorizer contract ends. This submission will include the rationale for change along with:

- Resumes for the school leaders, team members and board members
- Articles of incorporation and Bylaws
- Current authorizer contract
- Audited financial statements for past 3 years
- Annual reports for the past 3 years
- Standardized student test results
- The most current stakeholder satisfaction data

The Guild will arrange a personal visit to the school to interview staff, students and parents, and observe the program to assess

strengths, needs and levels of quality. The Guild also will contact the school's current authorizer to learn about their experience with the school and current views regarding the school's capacity and performance.

Start-Up Monitoring & Oversight

After new school applicants are approved by MDE, the Guild will monitor school start-up progress through monthly evaluations of the School Launch Process, which details deliverables, timing and accountability. This tracking template aids in ensuring that all essential components are identified, implemented and communicated. Key elements include:

Purpose & Metrics	People	Place
<ul style="list-style-type: none">▪ Learning program▪ Fiscal management▪ Governance & Compliance	<ul style="list-style-type: none">▪ Teachers/Leadership▪ Students▪ Families & Communities	<ul style="list-style-type: none">▪ Facilities▪ Operations▪ Transportation

Critical Milestones

The School agrees to the following significant target dates effective for the months immediately preceding school opening:

March 1st: Facility secured

May 1st: Database of interested students/families that is 125% of budgeted enrollment

May 10th: Significant renovations/buildout to facility have begun

May 31st: 75% of projected budgeted students officially enrolled

June 1st: 75% teaching staff hired

July 1st: 125% of projected budgeted students officially enrolled

Where a significant target date is not met, the School will submit a written plan to The Guild detailing how the condition will be remedied within thirty (30) days of the significant target date. If requested by The Guild, due to the School's failure to meet a significant target date or comply with Applicable Law or other grounds, the School will delay opening of the School one academic year.

Monthly financial reporting to the Guild is initiated when the school begins receiving funds.

School Oversight

After a school has met rigorous requirements for authorization, the Guild initiates an ongoing system of oversight to monitor and review the accountabilities the school must fulfill to meet its performance goals and commitments. These accountabilities are defined by statute and in the contract the school signed with the Guild, which will perform the monitor/review function as follows:

Guild Oversight Accountability Review	
Governance Performance	<ul style="list-style-type: none"> ▪ Attend at least two charter school board meetings annually. ▪ Review the School Annual Report for compliance with the Contract Agreement.
Student/Professional/School Performance	<ul style="list-style-type: none"> ▪ Review the School Annual Report for compliance with the Contract Agreement specifically for data that may provide insights on progress, potential issues or trends relative to student, professional & school performance. ▪ Review the MDE School Report Card for student performance information, identify & discuss any potential areas of concern relative to the Contract.
Fiscal Performance	<ul style="list-style-type: none"> ▪ Review monthly financial statements provided to the school's board & comment as necessary. ▪ Review the school's annual budget and provide comments as necessary. ▪ Review the school's Annual Financial Audit and identify any areas of concern based on the provisions of the Contract Agreement. ▪ Review the reserves plan compared to actual performance.
Operations Performance	<ul style="list-style-type: none"> ▪ Review school board meeting minutes to monitor policy compliance & identify areas requiring policy revisions. ▪ Review school compliance with required state reporting deadlines & all applicable laws including student admissions, teacher licensing & special education requirements. Identify any concerns relative to the Contract Agreement. ▪ Conduct an annual site visit using the Annual Site Visit form to review operations, interview stakeholders (students, staff, parents, community members) & discuss school/authorizer issues. ▪ Visit the school at least one additional time during the school year & attend a sampling of school student activities.

School Evaluation

The Guild will evaluate the performance of its authorized schools using Performance Indicators selected to support school accountability. The content of what will be reviewed for evaluation and review frequency is described below. The Guild will use this process to provide ongoing input to schools about their status and to help schools enable continuous improvement toward fulfillment of their goals.

Guild Evaluation Performance Indicators	
Students	<ul style="list-style-type: none"> ▪ Percentage of students meeting or exceeding state standards on state tests (MCA-II). Reading: Grades 3-8 & 10 Math: Grades 3-8 & 11. ▪ Annual results in mathematics & reading show regular & consistent increases in student performance with rates of change equal to or greater than other entities in the district, state, the nation, or regional schools with similar demographics. ▪ Reported growth measures in mathematics & reading show that students performing at grade level make at least one year's expected growth when receiving one year of opportunity to learn. Struggling students make accelerated growth when receiving one year of opportunity to learn. ▪ In addition to mathematics & reading, additional school goals have student baselines & are measured annually against school targets. ▪ State and federal accountability targets for attendance & graduation will be reflected as performance targets, measured & reported. ▪ Through the school's annual report, the school will report out: (1) How the school is meeting the primary purpose of charter schools (to improve all pupil learning and all student achievement), and (2) any additional statutory purposes as listed in the contract between the MN Guild and the school
Program	<ul style="list-style-type: none"> ▪ The program is clearly connected to the school's mission. ▪ The program model is implemented consistently, fulfilling the Contract Agreement & statutory provisions. ▪ Surveys/other research document levels of stakeholder understanding of the mission & program. ▪ Curriculum is identified for its linkage to mission & program & is aligned to the Minnesota Academic Standards. ▪ Surveys/other research detail staff evaluation of professional development & its efficacy in supporting the school mission & program model.

School	<ul style="list-style-type: none"> ▪ Student retention rates show improvement over time for all student groups enrolled in the school. ▪ Stakeholder input (from students, staff, parents, community members) via research & communication tools indicate satisfaction levels with the school’s learning environment, capacity to achieve results & engagement levels. ▪ Student, staff & parent measures indicate whether the school environment is perceived as safe for all students.
Fiscal	<ul style="list-style-type: none"> ▪ School budget is approved by its Board & used as an ongoing tool to guide expenditures. It is amended appropriately as

	<p>needed to accommodate changes such as increases/decreases in enrollment.</p> <ul style="list-style-type: none"> ▪ Annual audit & monthly reports indicate that school finances are being closely monitored & appropriately managed. ▪ State finance reports are filed appropriately & on time. ▪ State/federal taxes, pension, insurance & other required payments are timely & accurate. ▪ Budget includes revenue to be used as a reserve fund for future unanticipated needs. ▪ Expenditures are consistent with the school’s mission, program & goals. ▪ School audit contains no material findings. 		
Operations	<ul style="list-style-type: none"> ▪ Board is organized according to state law and follows good governance practices: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> ▪ No conflicts of interest for any members ▪ Complies with Minnesota open meeting law ▪ Follows stated by-laws ▪ Adopts required policies ▪ Oversees school strategy ▪ Follows defined meeting process with published agenda & minutes. ▪ <i>The Board makes key decisions:</i> --- Sets school policies --- Sets performance expectations consistent with the authorizer contract </td> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> --- Adopts an annual budget & monitors/reviews the budget regularly --- Approves all expenditures --- Reviews & accepts the annual audit --- Reviews school academic performance regularly --- Reviews the annual report --- Adopts an educational improvement plan --- Reviews performance of the school’s leader(s) at least annually --- Board improvement plan includes annual training </td> </tr> </table>	<ul style="list-style-type: none"> ▪ No conflicts of interest for any members ▪ Complies with Minnesota open meeting law ▪ Follows stated by-laws ▪ Adopts required policies ▪ Oversees school strategy ▪ Follows defined meeting process with published agenda & minutes. ▪ <i>The Board makes key decisions:</i> --- Sets school policies --- Sets performance expectations consistent with the authorizer contract 	<ul style="list-style-type: none"> --- Adopts an annual budget & monitors/reviews the budget regularly --- Approves all expenditures --- Reviews & accepts the annual audit --- Reviews school academic performance regularly --- Reviews the annual report --- Adopts an educational improvement plan --- Reviews performance of the school’s leader(s) at least annually --- Board improvement plan includes annual training
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Leadership	<ul style="list-style-type: none"> ■ <i>School leadership ensures:</i> ■ Board policies are implemented ■ School professionals: <ul style="list-style-type: none"> --- Meet state qualifications/licensure requirements --- Selection process is fair & appropriate --- Collaboration is ongoing/planned --- Assignments & turnover are reasonable --- Development is robust/integrated --- Strategies for improvement/innovation --- Peer Review Process (Minn. Statute 122A.41) --- Minn. State Standards of Effective Practice for Teachers (Rule 8710.2000) ■ Enrollment process is followed 	<ul style="list-style-type: none"> ■ Transportation system is effective ■ Food/nutrition program is effective ■ Enrollment projections are reasonable ■ Facilities are appropriate & lease is compliant ■ State reporting is accurate & timely ■ Appropriate insurance is acquired & maintained ■ Complaint report & resolution procedures work ■ Compliance programs & audits for: <ul style="list-style-type: none"> - Non-discrimination policies --- Health & safety programs --- English Language Learner programs --- Gifted & Talented needs --- Students with Disabilities needs
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School Monitoring & Intervention

Intervention is triggered when the Guild identifies a potential or definitive issue that could affect the school's compliance with its Contract Agreement. Such issues may be identified during the routine monitoring practices used for oversight or brought to the Guild's attention via other channels such as the news media. Monitoring practices include informal and Annual Site Visits, phone conferences with the charter school director or Board members and review of documents relevant to Performance Indicators.

Monitoring will occur:

- Monthly for schools in year one of operation
- Quarterly for schools beyond year one but still in the first term of the authorizing contract
- Annually for schools that have completed one full review cycle

If an issue is surfaced that causes reason for concern, the Guild will monitor the situation, its proposed remedy and key milestones to ensure the issues are addressed. The Guild may employ a variety of techniques to review the situation, such as a letter of inquiry, informal or formal site visits, an audit, a review of documents/records, interviews or letter of demand to come into compliance.

During this process the Guild will expect active participation by the school leaders and board of directors to resolve the need in an appropriate and timely manner, and when needed, to submit a written plan of correction to the Guild. This plan will be approved by the Guild prior to implementation. The school will then submit status reports to the Guild according to the plan.

Guild intervention will be tailored to the nature of the situation and its potential to cause the school to be noncompliant with its contract. Depending on the seriousness of the issue and the school's response, the Guild Executive Board of Directors will evaluate whether the school is able to meet or make reasonable progress toward meeting its academic and program goals and whether the school's contract should be terminated. Examples of issues that could trigger contract revocation include violations of Conflicts of Interest policies, financial improprieties, improper school board election procedures or admissions procedures, child abuse, unlicensed teachers, allegations of sectarian activities, open meeting law violations or other legal improprieties.

Communications

Effective communication is key to understanding the progress and success of a school. The Guild will communicate regularly with the school according to the mechanisms outlined in the oversight plan and contract. In return, the school is expected to initiate communications with the Guild, especially if and when the school expects to:

- Fail to achieve academic goals
- Fail to achieve financial targets
- Fail to comply with legal/regulatory requirements

In such instances, the school may submit a proposed remedy or improvement plan for feedback prior to implementation.

The Guild will issue formal communications to the school if the school fails to achieve academic goals, financial targets or comply with legal/regulatory requirements, including:

Notice to the School Leader or Board Chair

The Guild will inform the school leader or board chair of specific areas that require improvement or correction and the expectations and timeline for doing so.

Notice to the School Board

When improvement is not being communicated or a situation requires immediate attention, the Guild will formally notify the school board of its concerns and expectations. If a third-party investigation is called for, the investigator must be acceptable to the Guild and the school board must authorize the investigator to communicate status and reports to the Guild.

Notice of Charter Revocation/Termination to School Board

The Guild will issue a formal notice when charter authorization will be withdrawn according to the charter contract.

Application to Expand

Authorized schools that wish to expand service to more sites or grade levels than described in their original charter affidavit must meet the requirements of Minnesota Statute 124E.06 subd. 5 and show that the:

- (1) Expansion proposed by the charter school is supported by need and projected enrollment;
- (2) Charter school expansion is warranted, at a minimum, by longitudinal data demonstrating students' improved academic performance and growth on statewide assessments under chapter 120B;
- (3) Charter school is fiscally sound and has the financial capacity to implement the proposed expansion; and
- (4) Authorizer finds that the charter school has the management capacity to carry out its expansion.

The Guild Application to Expand requires:

Growth Plan Analysis

- This analysis will identify the need and rationale for expansion. It will specifically address:
 - Evidence of need, including community support and rationale for projected enrollment.
 - Facility requirements, including any additional sites, transportation impacts, and regulatory needs.
 - Staffing requirements, including teachers, managers and support staff. Provide a description of current and proposed faculty assignments and organizational structure.

Current Performance Evaluation

- This evaluation documents the achievements and capacity of the school to consider expansion:
 - Academic performance, including a summary of the three latest years of performance data, demonstrated student growth on the Minnesota Comprehensive Assessments and meeting Adequate Yearly Progress.
 - Faculty licensure status.
 - Governance & Management capacity to oversee and execute an expansion, including board member expertise & record of involvement.

Legal/Fiscal Evaluation

- This component documents the fiscal health, capacity and historical performance in regulatory performance to take on

additional responsibility:

- Budget analysis and projection of anticipated revenues and expenditures, with assumptions.
- Audit compliance with any previously identified corrective actions.
- Compliance history, including performance in meeting reporting deadlines.

When these conditions are met, the Guild Executive Board of Directors will issue a supplemental affidavit addressing the four items noted above as prescribed by the MDE Commissioner, who has 30 business days to review and comment on the supplemental affidavit. If any deficiencies are identified, the Commissioner shall notify the authorizer of the deficiencies and provide 30 business days for them to be addressed to the Commissioner's satisfaction. The school may not expand grades or add sites without Commissioner approval. If approved, the school will be given new school status for purposes of Guild monitoring and oversight.

Contract Renewal

The Minnesota State Charter Statute provides that the renewal and termination criteria and process be “based on evidence that demonstrates the academic, organizational, and financial competency of the school, including its success in increasing student achievement and meeting the goals of the charter school agreement.” The Guild is dedicated to authorizing schools that are both high-performing and sustainable. To that end, the Guild seeks to help schools demonstrate and document performance that enables successful renewal of charter authorizations.

Renewal applications must be submitted at least 180 days prior to the end of the current contract using the Guild Application for Contract Renewal. Applicants will receive a decision from the Guild Executive Board of Directors no later than 120 days prior to the termination of the existing contract.

Non-renewal and contract termination will occur, however, if a school violates its contract through 1) Failure to meet the accountability requirements agreed to in the contract to achieve high pupil performance and the actual student results contained in the contract; 2) Failure to meet generally accepted standards of fiscal management; 3) Violations of law and/or 4) Other good cause shown.

The Guild will conduct a formal evaluation of a school during the final year of its contract to prepare for the renewal application. This initiative is a continuation of the oversight and evaluation process used by the Guild throughout the life of the contract (see School Oversight and School Evaluation). It incorporates data gathered by the Guild, provided by the school and from external sources to provide a holistic view of the school’s performance. The evaluation will examine whether the school has fulfilled its contract requirements to improve student achievement, achieved financial stability and worked successfully with the Guild to progress on all Performance Indicators.

Contract Non-Renewal & Termination

If the Guild selects non-renewal or termination of a charter school contract for failure to meet the accountability requirements agreed to in the contract to achieve high pupil performance and the actual student results contained in the contract, the school's board will be notified of the decision in writing at least 120 days before taking action. The notice shall articulate the rationale for the proposed action. The charter school board may request in writing a formal hearing with the Guild within 15 business days of receiving notice of non-renewal or termination of the contract. Failure by the charter school board to make a written request for a hearing within 15 business days will be treated as acquiescence to termination of the contract. If the school submits a timely request for a hearing, the Guild will provide 10 business days' notice of a hearing date at which school leaders may present performance evidence including:

- Data from reports previously submitted to the Guild that is relevant to Performance Indicators
- A summary of school accomplishments and challenges not formally requested in previous reports.
- Requests for amendments and/or modifications to the contract.

The Guild will conduct the formal hearing before taking final action. If the school board requests contract amendments or modifications, the full Executive Board would have to review and approve the proposal. The Guild will act to renew or not renew a contract no later than 45 business days before the proposed date for terminating the contract or the end date of the contract. The Guild will strive to minimize disruption for the school's students and families by taking action well in advance of the existing contract's end date to the degree possible.

If the Guild and the school mutually agree to terminate or not renew a contract, a change in authorizer is allowed if the Commissioner approves the transfer to a different eligible authorizer to authorize the charter school (Minnesota Statute 124E.10 Subd. 5). Accordingly, both parties must jointly submit their intent in writing to the Commissioner to mutually terminate a contract. The authorizer holding the existing contract must inform a different eligible authorizer about the fiscal and operational status and student performance of school. "Before the Commissioner determines whether to approve a transfer of authorizer, a Commissioner first must determine whether the charter school and prospective new authorizer can identify and effectively resolve those circumstances causing the previous authorizer and charter school to mutually agree to terminate the contract. If no transfer of authorizer is approved, the school must be dissolved according to applicable law and terms of the contract."

Charter School Closing

The closing of a school has a significant impact on its stakeholders, and therefore must be managed with the utmost care. In the event of a school closing, the Guild will ensure that a plan is thoroughly mapped and executed to facilitate the transition of students and families.

A school closing may be precipitated by a number of factors, including the inability to meet enrollment expectations, facility issues, leadership or staffing challenges involving the board of directors and/or staff, financial challenges or termination for cause. The Guild's active monitoring and oversight of a school are designed to help a school identify and resolve many challenges, but in some cases, the situation may be untenable and closure is the appropriate solution.

As an engaged overseer, the Guild will act decisively when closure is called for and monitor the plan development and execution, working closely with the affected stakeholders. The National Association of Charter School Authorizers (NACSA) has developed a Charter School Closure Plan Framework that can be adapted for any school closure situation. The Guild will use this protocol, which meets the provisions of Minn. Stat. § 124E.10 Subd. 4 pertaining to school closure.

Statute defined timelines are included in the Charter School Closure Plan (Sample Framework) located in this guide.

In the event of a school closure, the Guild will immediately engage the Minnesota Department of Education and legal counsel to notify them of the closure, keep them informed about plans and progress, and leverage their expertise. The Guild will identify accountability for each task and assign the timeline for execution. The Guild will partner with the school's leadership, but also assume responsibility for oversight of the closure.

Charter School Contract Template

**The Minnesota Guild of Public Charter Schools
and
[School]**

The Minnesota Guild of Public Charter Schools (hereinafter, the Guild) is a single-purpose authorizer of charter schools in the State of Minnesota. It was conceived as a project of the Minneapolis Federation of Teachers, Local 59, AFT, AFL-CIO to authorize charter schools that are dedicated to Albert Shanker’s vision of charter schools as laboratories of innovation in which legally empowered educators are able to unleash creativity that will result in fresh, new ideas intended to revitalize all public schools.

Consistent with the mission of the Guild, and in conformance with Minnesota Statutes §124E.01, the primary purpose of New Heights School (hereinafter, the School) is to: improve **all** pupil learning and **all** student achievement.

Additional statutory purposes the School will address are:

1. Increasing learning opportunities for pupils;
2. Creating new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

The parties understand and acknowledge that they are authorized under Minnesota Law to contract for the authorization of a charter school, pursuant to Minnesota Department of Education approval. Furthermore, the Guild has considered the authorization of the School and has approved the issuance of a renewal contract to the School.

Now, therefore, the Guild grants this renewal contract conferring certain rights, privileges, and obligations of a chartered school.

ARTICLE I DEFINITIONS

Section 1.1. Certain Definitions

For purposes of the Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions,

whenever initially capitalized, shall have the meaning set forth in this section:

- a. Applicable Law means all state and federal law applicable to Minnesota charter schools and any rules implemented pursuant thereto.
- b. Application means the chartered school application and supporting documentation submitted to the Minnesota Guild of Public Charter Schools for authorization. In the event that there is an inconsistency or dispute between the contents of this Application and this Contract, the terms of this Contract shall control.
- c. Charter School Act means the Minnesota Statutes Minnesota Statutes §124E, as amended, and any rules adopted pursuant thereto.
- d. Commissioner means the commissioner of the Minnesota Department of Education.
- e. Contract means this Charter School Contract between the Minnesota Guild of Public Charter Schools and the School.
- f. The Guild means the Minnesota Guild of Public Charter Schools.
- g. The School means [the school] which is established as a charter school under this Contract pursuant to the Charter School Act and the Minnesota Department of Education approval.
- h. School Board means the Board of Directors of the School.
- i. Student and pupil are used interchangeably, and each means the students/pupils at the School.

Section 1.2. Captions

The captions and headings used in this contract are for convenience only and shall not be used in construing the provisions of this contract.

Section 1.3. Gender and number

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

Section 1.4 Exhibits

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

- A. Renewal Evaluation Report
- B. Bylaws of the School
- C. Board Member Roster
- D. Board Assurances
- E. Minnesota Guild of Public Charter Schools *Operating Guide* (and any subsequent version published by the Guild during the term of this Contract)

ARTICLE II

RELATIONSHIP BETWEEN THE SCHOOL AND THE GUILD

Section 2.1. Voluntary Authorization

The Guild qualifies as an authorizer pursuant to Minnesota Statutes §124E.05. In granting this Contract, The Guild voluntarily exercises powers given to The Guild pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of The Guild's autonomy or powers.

Section 2.2. Independent Status of the School

The School is not and shall not be deemed to be a division or part of the Guild. The relationship between the School and The Guild is based solely on the applicable provisions of the Charter School Act and the terms of this Contract or other written contracts or written agreements between The Guild and the School. Except as otherwise provided in this Contract, The Guild shall have no authority or control over operational, administrative, or financial responsibility for the School.

Section 2.3. Financial Obligations Are Separate

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

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

Section 2.4. No Authority to Obligate or Bind Other Party

The School has no authority whatsoever to enter into any contract or agreement that would financially obligate The Guild, nor does the School have any authority whatsoever to make any representations to lenders or third parties, that The Guild 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 Guild has no authority whatsoever to enter into any contract or agreement that would financially obligate the School, nor does The Guild 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 Guild.

Section 2.5. Limited Use of "Minnesota Guild of Public Charter Schools" Name

The School may not use the name of the Guild or any assumed name, trademark, division or affiliation of The Guild in any of the School's promotional advertising, contracts, or other materials without The Guild's prior written consent, except that the School may include the

following statement in such materials, “New Heights School is authorized by the Minnesota Guild of Public Charter Schools.” Pursuant to Minnesota Statutes §124E.07, Subd. 8, the School shall identify The Guild as its authorizer and provide contact information.

ARTICLE III ROLE OF THE GUILD

Section 3.1. Oversight Responsibilities of The Guild

The Guild has the responsibility to oversee the School’s compliance with this Contract and Applicable Law including the School’s fiscal, operational, and student performance. The manner in which The Guild exercises oversight is set forth generally in Article VI.

Section 3.2. Authorizer Fee

The School shall pay The Guild a fee for The Guild’s execution of its oversight responsibilities. The fee shall be the maximum fee provided by the Charter School Act (Minnesota Statutes §124E.10, Subd. 3), except that if Minnesota Law is amended to increase this fee, the School will pay the increased fee. The fee will be invoiced quarterly, commencing 1 July.

ARTICLE IV REQUIREMENT THAT THE SCHOOL ACT SOLELY AS STATE AUTHORIZED CHARTERED SCHOOL

Section 4.1. Limitation on Actions

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

Section 4.2. Other Permitted Activities

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

Section 4.3. Assumption of Liability

The School and the School Board may sue and be sued. The School and the School Board accept liability for all actions arising out of or in any manner connected with the School’s operations.

ARTICLE V

LEGAL STATUS OF THE SCHOOL

Section 5.1. Nonprofit Status

The School shall be organized and operated as a nonprofit corporation under chapter 317A per Minnesota Statutes, section 124E.06, subdivision 2. Notwithstanding any provision of Minnesota Statutes § 317A, as amended, the School shall not take any action inconsistent with the Charter School Act or in derogation of the School's status as a public school.

Section 5.2. Bylaws

The School represents that The Bylaws of the School, as of the date of this Contract, set forth in Exhibit B, are accurate and have not been otherwise altered or amended.

If the School intends to compensate board members' out-of-pocket expenses incurred by them in rendering services to the School, the School agrees to submit its plan to the Guild by [date], specifically describing the School's policy for compensating or reimbursing board member expenses.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance, Management, and Administrative Structure

The School shall be organized and administered under the direction of the School Board elected in accordance with the School's Bylaws and Applicable Law. The members of the School Board shall be chosen via democratic means in a manner that is open and transparent to the school community. The School Board shall decide matters related to the operation of the School, not otherwise specified by this Contract. In addition to the board training required in law, the School will offer proper orientation of new members, including board obligations and expectations.

The School Board delegates the day-to-day management of the School to the School Leader/Director/Leadership Team who is hired and supervised by the School Board. The School Board shall decide and remain responsible for policy matters relating to operations of the School including, but not limited to, budgeting, curriculum, programming, personnel, and operating procedures. The School Board delegates to the School Leader/Director/Leadership Team implementation of the operational decisions made by the School Board. Teachers will participate in all committees in reference to designing facilities, curriculum, innovative design, procedures, policies and practices.

The School Board shall employ and contract with necessary teachers, as defined by Minnesota Statutes §122A.15, Subd. 1, who hold valid licenses to perform the particular service for which they are employed at the School. Teachers employed at the School shall be treated by the School as public school teachers for the purposes of Minnesota Statutes § 354 and § 354A.

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

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

The School Board shall adopt personnel evaluation policies and practices that comply with Minnesota Statutes § 124E.07 Subd. 6 and § 124E.03 Subd. 2(h).

The School Board shall adopt a policy, plan, budget and process consistent with Minnesota Statutes § 120B.11.

School-specific information on Governance, Management and Administration:

[any school-specific Governance information]

Section 6.2. School Board Meetings

Meetings of the School's Board shall comply with the Minnesota Open Meeting Law, Minnesota Statutes §13D. The School Board will meet as provided in the attached Bylaws.

Section 6.3. Application Information

The School shall agree to implement and adhere to all the representations and information, including without limitation, the school program and the specific academic and nonacademic outcomes that pupils must achieve, identified in Section 6.9 of this Contract.

Section 6.4. Reports

The School will report its implementation of the purposes articulated in Section 6.7 of this Contract through its annual report to The Guild.

Section 6.5. Compliance with all Applicable Laws

The School shall comply with all Applicable Laws.

Section 6.6. Age and Grade Range of Students

[insert school grade-range]

Section 6.7. Statutory Purposes

The school's primary purpose is to:

- "Improve all pupil learning and all student achievement", per MN Statute 124E.01.
- [Insert additional statutory purposes the school will address]

Implementation and efficacy in reference to the primary and other stated purposes will be reported on the Minnesota Department of Education website (Data Center), e.g., metrics for student growth and student achievement. Other measurable indicators related to the purposes will be detailed in the School's Annual Report and reported to the Guild in quantifiable terms, including implementation of the professional development plan, organizational structures that foster professionalism, and collaboration.

Section 6.8. Learning Program

[Insert information about the school's learning program]

Section 6.9. Performance Requirements

[Insert information about the assessment methods used at the school, and the school's contract goals]

Site visits. The Guild may engage in scheduled and unscheduled site visits in the course of the academic year. Site visits will be an opportunity to review academic goals and achievement data to date, evaluate the implementation of the academic program, operations and other matters. The Guild may engage in scheduled and unscheduled site visits at such frequency as determined necessary or prudent by The Guild.

Remediation.

- i. School Initiated. If the School fails to achieve academic goals, financial targets, or comply with Applicable Laws or other requirements, the School may at any time prepare and implement an improvement plan to overcome such deficiencies. The School may at any time submit the plan to the Guild for review and comment prior to adoption and implementation.
- ii. The Guild Initiated. If the School fails to achieve academic goals, financial performance, comply with Applicable Law, or other requirements, The Guild shall provide the following notices, as applicable.
 - a. Notice to School Leader(s) or Board Chair. The Guild shall notify the school leader(s) or board chair of area(s) of concern for correction. The Guild may specify a target date for correction.
 - b. Formal Notice to School Board. If the situation remains uncorrected for thirty (30) days without reasonable explanation, or if the

situation involves an urgent concern, The Guild will formally notify the school board of the area(s) of concern for correction and may ask the school board to adopt a specific performance improvement plan. If the Guild requires the School Board to retain a third-party investigation, solely at the school's expense, the third-party investigator must be acceptable to the Guild and the School Board shall authorize such investigator to provide status reports and communicate with The Guild. The Guild shall specify a target date for correction which may, if circumstances warrant, be amended.

- c. Revocation/Termination. After Formal Notice to the School Board, if the situation remains uncorrected for thirty (30) days without reasonable explanation, The Guild initiates notice pursuant to the requirements set forth in Section 10.3 whereby charter authorization will be withdrawn.

Section 6.10. School Calendar and School Day Schedule

The School shall provide instruction for at least the number of hours minimally required by law, Minnesota Statute § 120A.41.

Section 6.11. Finance, Reporting and Compliance

1. To the Guild. The School will furnish The Guild with monthly financial reports, no later than the 20th of the month for the prior month, unless a different frequency is agreed to in writing by The Guild. The reports must contain budget and actual revenue and expenses (both by current month and year-to-date) and contain explanations for all items exceeding budget and the manner in which the excess items will be resolved, as well as cash-flow statements 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. Should the School continually exceed its budgeted expenses with no corresponding increase in revenue, not report properly or timely to the Minnesota Department of Education or The Guild, evidence any fiscal or legal non-compliance, the School will engage resources to resume budgeted performance and operate in compliance with all Applicable Law and generally accepted standards of fiscal management.

The School will execute a release to enable The Guild to discuss the School's financial matters with both its external auditor and accounting service provider if any. When applicable, the School will submit the release to The Guild no later than September 1 of each school year.

The School Board is responsible for establishing, approving, and amending an annual budget in accordance with Applicable law. The School will submit to The Guild a draft budget for the following school year by May 15. By June 15 of each year, The School Board shall submit to The Guild a copy of its final budget for the following school year. The budget must detail budgeted expenditures at the object level. In addition, the School Board is responsible for approving all revisions and amendments to the annual budget. Within ten (10) business days after School Board approval, revisions or amendments to the School's budget shall be submitted to The Guild.

2. To Minnesota Department of Education. The School will comply with all reporting requirements established in Statute and by the

Minnesota Department of Education.

Section 6.12. Accounting Standards

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

Section 6.13. Annual Financial Statement Audit

The School shall engage an annual external audit of all financial and accounting records. The audit will be prepared and reviewed by an independent certified public accountant.

By December 15 of each year, the School shall submit a complete copy of the annual financial statement audit and auditor's management letters, for the school year ending the previous June 30 to The Guild.

By January 1 of each year, the School Board shall provide to The Guild a copy of any responses to auditor's management letters. The School will comply with the same financial audit, audit procedures, and audit requirements of school districts, including Minnesota Statutes § 123B.75 to 123B.83, except to the extent deviations are necessary because of the program of the School. Financial, program, or compliance audits may be conducted by the Minnesota Department of Education, or the State Auditor, and or the Legislative Auditor.

The School will revise annually and provide to The Guild a three-year projection of revenue and expenditures by December 15 of each year.

Section 6.14. UFARS and MARSS

The School will utilize the UFARS financial accounting principles and methods. The School will comply with all MARSS and other requirements with respect to student accounting.

Section 6.15. Contributions and Fund Raising

The School may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the School is for the benefit of The Guild. The School will not include fundraising/non-government grants or gifts not already received or subject to written pledge in its budget for operating expenses.

Section 6.16. Annual Reports

Beginning after its first year of operation, the School will submit its state required annual report and full World's Best Workforce report to

The Guild no later than December 15 for immediately preceding school year ending June 30. The reports may be issued separately, or combined in one report.

The annual report shall be approved by the School Board prior to the submission to The Guild and will include such information as The Guild may require, including an analysis of its School enrollment, student attrition; governance and management; staffing; finances; academic performance; operations performance; innovative practices and implementation; future plans; documentation regarding implementation of the professional development plans of school leaders, any individuals performing supervisory or instructional leadership duties and teachers; fiscal performance; compliance with Applicable Laws; and compliance with statutory and Minnesota Department of Education reporting requirements.

Section 6.17. Authorization of Employment

An employee hired by the School shall be an employee of the School for all purposes and not an employee of The Guild for any purpose. With respect to School employees, the School shall have the power and responsibility to: (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The School shall comply with the National Labor Relations Act, 29 U.S.C. § 151 *et seq.* The School must employ or contract with teachers who hold valid licenses or any allowable alternative permissions to perform the teaching service for which they are employed at the School.

The School Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. Teachers employed by the School shall be treated by the School as public school teachers for the purposes of Minnesota Statutes § 354 and 354A.

Section 6.18. Collective Bargaining

If eligible employees of the School choose to organize to engage in collective bargaining, the School will comply with 29 U.S.C. §151 *et seq.*, the National Labor Relations Act ("the NLRA") and applicable State law governing public employee collective bargaining.

Section 6.19. Transportation

The School may provide or may contract with third parties to provide transportation for students enrolled in the School and shall provide such transportation for all students who are enrolled in the School and who reside in the district in which the School is located; otherwise, transportation will be provided by the district in which the School is located.

The School must notify the resident district regarding its transportation plans by statutory deadlines and in compliance with Minnesota Department of Education reporting requirements. Additionally, the School shall provide transportation in compliance with all requirements

set forth in Minnesota Statutes 124E.15 and any other Applicable Law.

Section 6.20. Notification of Claim

The School agrees to provide notice to The Guild within five (5) business days of the School's receipt of any significant claim, including any allegation of illegality or impropriety by the School or its employees, and any adverse notice received from the Minnesota Department of Education. For purposes of this Section, unfair labor practice charges filed with the National Labor Relations Board shall constitute significant claims.

Section 6.21. Expenses

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

Section 6.22. Board Data

The School agrees to notify The Guild of any resignations or additions to its School Board within ten (10) days of such change. The School agrees to obtain background checks, at the School's or the individual's expense whichever is allowed by Applicable Law, on all potential board members before such members are added to the School Board and provide copies of the background checks(s) to The Guild within ten (10) days of receipt.

In addition, the School agrees to furnish The Guild minutes of the Board's meetings at such time as the minutes are distributed to the School Board. The School further agrees to notify The Guild of the School Board meeting schedule at least twenty (20) days in advance of meeting dates. If a special meeting is scheduled, then notice shall be provided to The Guild as soon as possible.

Section 6.23. Pre-Opening Progress

[if applicable]

The School will inform The Guild regarding its progress in establishing the School in the format required by The Guild. The School agrees to the following significant target dates effective for the months immediately preceding school opening:

- March 1st: Facility secured and school leader identified
- May 1st: Database of interested students/families that is 125% of budgeted enrollment
- May 10th: Significant renovations/buildout to facility have begun
- May 31st: 75% of projected budgeted students officially enrolled
- June 1st: 75% teaching staff hired
- July 1st: 125% of projected budgeted students officially enrolled

Section 6.24. Additional Obligations

Performance Improvement Plan: The School will submit interim and final progress reports to the Guild according to the terms of the Performance Improvement Plan identified in Section 12.1 of this Contract.

Section 6.25. Cooperation and Third Parties.

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

ARTICLE VII GENERAL PROHIBITIONS

Section 7.1. Tuition Prohibited

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

Section 7.2. Establishment of Religion Prohibited

The School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

Section 7.3. Home School Support Prohibited

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

Section 7.4. Admissions and Enrollment Policy

The School shall not limit admissions to students on the basis of intellectual ability, measures of achievement or aptitude, athletic ability or any other criteria inconsistent with Applicable Law.

The School will admit students through a process that is open to all students, publicly verifiable, and does not establish barriers to application that have the effect of excluding students based on socioeconomic, family, or language background, prior academic performance, special education status, or parental involvement.

The School does not limit admission to students on the basis of intellectual ability, measures of achievement, aptitude or athletic ability in accordance with Minnesota Statutes § 124E.11 nor may it condition admission on criteria or take any action that would violate the Minnesota

Human Rights Act, Minnesota Statutes § 363A.

Section 7.5. Lottery Admissions

The School shall enroll an eligible student who submits a timely application, unless the number of applicants exceeds the capacity of the programs, class, grade level, or building. In such cases, selection shall be by lottery except that the school shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and then may give preference for enrolling children of the school's staff before accepting other pupils by lot. A student shall be automatically enrolled for the next school year until formally withdrawn from the School.

Section 7.6. Location

The location of the School shall not be changed without the prior written consent of The Guild.

ARTICLE VIII

COMPLIANCE WITH STATE AND FEDERAL LAWS

Section 8.1. Laws

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

- a. Students with Disabilities. The School shall comply with Minnesota Statutes § 124E.21, concerning the provision of education services to students with a disability. The School will provide special education instruction and related services to students with disabilities 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").

The School will contract or employ an appropriately licensed special education director, will adhere to the Due Process/Total Special Education System (TSES) used to serve special education students in Minnesota and will work with the special education director to meet all federal and state special education laws. The School will hire appropriately licensed staff and/or contract services to meet the needs of individual students with disabilities.

The School will involve parents of students with disabilities on an advisory council and will develop a service delivery model that provides a full continuum of special education services.

The School will determine who will provide transportation for students who have 504 plans or IEPs in which transportation is

determined necessary by the 504 plan or IEP team.

The School will provide necessary supplies, equipment and instructional materials appropriate to meet the needs of individual students with disabilities. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill certain excess special education costs not paid by state special education funds to the student's resident district. The combination of state special education funds and the ability to bill to the district certain excess special education costs enable the School to adequately provide special education services to such children. The School will also seek appropriate reimbursements and financial support in order to provide such special instruction and services to children with a disability by designating a person to be assigned and trained to submit special education expenditure data electronically in the Electronic Data Reporting System (EDRS), or other system established by the State. The School may also access federal special education funds.

The School acknowledges the provisions of Minnesota Statutes, § 124E.21 regarding the School's obligation to provide certain data to the Commissioner. At such time as the School has determined the number of its students who have disabilities as defined in Minnesota Statutes, § 125A.03-24 and 125A.65, the School shall provide to the Commissioner a further description of the financial parameters within which the School will operate to provide special education instruction and services to such children.

- b. Health and Safety. The School shall meet the same federal, state, and local health and safety requirements applicable to a school district.
- c. Immunization. The School shall comply with the Minnesota Statutes § 121A.15, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, Hemophilus, influenzae type B, and hepatitis B prior to enrollment.
- d. Anti-Discrimination. The School shall comply with the Minnesota Human Rights Act, Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes § 121A.04, which governs provisions of equal opportunities for members of both sexes to participate in athletic programs.
- e. Student Discipline and Dismissal. The School shall comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes § 121A.40 to 121A.56. The School Board shall adopt a discipline policy and procedure consistent with the MPFDA within 120 days of the effective date of this Contract.
- f. Fee Law. The School shall comply with the Minnesota Public Schools Fee Law, Minnesota Statutes § 123B.34 to 123B.39, which governs authorized and prohibited student fees.

Section 8.2. Federal Laws

The School shall comply with applicable federal laws including, but not limited to, the National Labor Relations Act. Nothing in this Contract shall be deemed to apply any other federal law to the School.

Section 8.3. Intellectual Property

The School has ascertained that its name and logo do not violate or infringe upon the intellectual property rights of any third party and has taken appropriate measures to secure the intellectual property rights with respect to its name and logo.

ARTICLE IX AMENDMENT

Section 9.1. Amendments

The Guild and the School acknowledge that the operation and administration of a charter school and the improvement of educational outcomes over time may require appropriate amendment of this Contract. In order to ensure a proper balance between the need for independent development of the School and the statutory responsibilities of The Guild as an authorizing body, all amendments to this contract must be in writing, and signed by the parties.

Section 9.2. Change in Existing Law

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

ARTICLE X CONTRACT REVOCATION/TERMINATION AND NONRENEWAL

Section 10.1. Grounds for Revocation/Termination or Nonrenewal

This Contract may be revoked/terminated and need not be renewed by The Guild upon a determination by The Guild that one or more of the following has occurred:

- a. Failure of the School to meet the primary purpose of the statute: improve *all* pupil learning and *all* student achievement.
- b. Failure of the School to meet one or more of the additional statutory purposes articulated as a school performance goal or an accountability goal set forth in this Contract (Section 6.9); or

- c. Failure of the School to meet generally accepted standards of fiscal management; or
- d. Failure of the School to comply with all Applicable Law.

Section 10.2. Other Grounds for Revocation/Termination or Nonrenewal

In addition to the grounds for revocation/termination and nonrenewal set forth in Section 10.1, The Guild may revoke/terminate or not renew this Contract, upon a determination that one or more of the following has occurred:

- a. The School is unable to pay its bills as they become due, is insolvent, or is bankrupt;
- b. The School has insufficient enrollment or demonstrated financial resources to successfully operate a charter school, or the School has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- c. The School defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d. The School amends its Articles of Incorporation and/or Bylaws at any time without first obtaining The Guild's written approval;
- e. The Guild discovers negligent, fraudulent or criminal conduct by any of the School's applicant(s), directors, officers, employees or agents in relation to the School's performance under this Contract;
- f. The School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the Minnesota Department of Education or The Guild in connection with The Guild's issuance of this Contract, its Application, or the School's reporting requirements under this Contract or Applicable Law; or
- g. Other good cause shown.

Section 10.3. Procedures for Revoking/Terminating or Not Renewing Contract

The Guild's process for revoking/terminating or not renewing the Contract is as follows:

- a. Notice of Intent to Revoke/Terminate or Not Renew. After unsuccessful remediation efforts as set forth in Section 6.9, b.ii. a-c, The Guild, upon reasonable belief that grounds for revocation/termination or nonrenewal of the Contract exist, shall notify the School Board of such grounds by issuing the School Board a notice of intent to revoke/terminate or not renew. The notice of intent to revoke/terminate or not renew shall be in writing, shall set forth in reasonable detail the alleged grounds for revocation/termination or nonrenewal, and shall state that the School Board may request in writing an informal hearing before The Guild within fifteen (15) business days of receiving the notice.
- b. School Board's Response. Within fifteen (15) business days of receipt of the notice of intent to revoke/terminate or not renew, the School Board shall respond in writing to the alleged grounds for revocation/termination or nonrenewal. The School Board's response shall either admit or deny the allegations of non-compliance. If the School's response includes admissions of non-compliance with the Contract or Applicable Law, the School Board's response must also contain a description of the School Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the School's response includes a denial of non-compliance with the Contract or Applicable Law, the School's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the School Board may request that an informal hearing be scheduled with The Guild. The School Board's failure to provide to The Guild a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to The Guild's proposed action.

- c. Informal Hearing. Upon receiving a timely written request for an informal hearing, The Guild shall give ten (10) business days' notice to the School Board of the hearing date and time, and The Guild shall conduct such hearing.
- d. Plan of Correction. The Guild shall review the School Board's response and may, in its sole discretion, determine whether a reasonable plan for correcting the deficiencies may be formulated. If the Guild determines that a reasonable plan for correcting the deficiencies set forth in the notice of intent to revoke/terminate or not renew can be formulated, The Guild may develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, The Guild is permitted to adopt, modify or reject some or all of the School Board's response for correcting the deficiencies outlined in the notice of intent to revoke/terminate or not renew.
- e. Withdrawal of Notice of Revocation/Termination or Nonrenewal. The Guild may withdraw its notice of intent to revoke/terminate or not renew if The Guild determines any of the following: (i) the School Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the notice of intent to revoke/terminate or not renew has been corrected by the School Board; or (iii) the School Board has successfully completed the Plan of Correction.
- f. Effective Date of Revocation/Termination or Nonrenewal. If the Guild decides to revoke/terminate or not renew the Contract, the revocation/termination or nonrenewal shall be effective on the date of The Guild's act of revocation/termination or nonrenewal, or at a later date as determined by The Guild, such date specified by The Guild in its determination of revocation/termination or nonrenewal. The Guild must take final action regarding revocation/termination or nonrenewal no later than twenty (20) business days: (i) before the specified date for revocation/termination or non-renewal of the Contract, or (ii) the Contract's termination date.
- g. Mutual nonrenewal. The Guild and the School board of directors may mutually agree not to renew the contract pursuant to Minnesota Statutes § 124E.10, Sub. 5. In this instance, The Guild 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 Guild will inform the proposed authorizer about the fiscal, operational, and student performance status of the School, as well as any outstanding contractual obligations that exist. The charter contract between the proposed authorizer and the School will identify and provide a plan to address any outstanding obligations from the contract with the Guild.

Section 10.4. Dissolution

If this Contract is revoked/terminated, or if this Contract is not renewed pursuant to this Article, the School will dissolve following the process provided by Applicable Law relating to dissolutions and Exhibit E *Operating Guide*.

Section 10.5. Distribution of Property Upon Termination of Contract

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

Section 10.6. Property Owned by School

All property that has been purchased by the School will remain its own. In the event of subsequent dissolution of the School, such property as may be required or permitted by Applicable Law will first be returned to the State or donated to other charter schools authorized by The Guild. If no Guild School wants such property, then to any other Minnesota Charter School. Any remaining property

will then will be sold or distributed in accordance with Applicable Law.

Section 10.7. Property Owned by School Employees

All property personally and/or individually owned by the trained and licensed teachers or staff employed by the School, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff.

**ARTICLE XI
ADDITIONAL PROVISIONS**

Section 11.1. Contract Renewal

The Guild shall provide a formal written evaluation of the School's performance before it renews the charter contract. Unless this contract is terminated or not renewed pursuant to Article X or Applicable Law, or as long as The Guild continues to authorize charter schools, The Guild will consider renewal without the School submitting a renewal application or request. If the Guild offers a renewal contract, the Guild will base the renewal term on the following conditions:

1. School performance, with improvement of *all* pupil learning and *all* student achievement as the most important factor.
2. Significant progress toward meeting achievement goals listed in Section 6.9. Performance Requirements of this contract.
3. Continuation of adequate school/board operations and governance performance will be a factor in the renewal of the contract.
4. Fiscal conditions in the Performance Improvement Plan will need to be rated as adequate as a new contract is awarded.
5. Other conditions include:
 - a. [insert the additional statutory purposes the school will address]

Section 11.2. Insurance

The School will be considered a school district for the purposes of tort liability under Minnesota Statutes § 466. The School Board shall secure and maintain in its own name as the "first named insured" at all times according to Minnesota Statutes § 466.04 and the School will acquire and maintain the insurance coverage required by the State. The School will acquire and maintain not less than one million dollars of insurance coverage for the Authorizer, listing Authorizer as an additional covered party. The School agrees to provide the Authorizer with certificates of insurance at least annually or as otherwise requested by the Authorizer. Authorizer will be automatically notified by the School's insurers of

coverage changes or cancellation notice. A copy of the certificate of insurance will be provided by the School to The Guild on an annual basis (on July 1).

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 Guild, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide The Guild or its designee copies of all insurance policies required by this Contract, if requested by The Guild.

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

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

The Guild may periodically review the types and amounts of insurance coverages that the School secures.

Section 11.3. School Lease

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

Section 11.4. Occupancy and Safety Certificates

The School Board shall: (i) ensure that the School's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section.

Copies of such certificates shall be provided to The Guild before the first day of classes, if requested by The Guild.

Section 11.5. Legal Liabilities

The Guild does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the School. The parties acknowledge and agree that the Commissioner, The Guild, members of the Board of The Guild, and employees of The Guild, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to Minnesota Statutes §124E.09, and nothing in this Contract is intended to affect such immunity.

Section 11.6. Indemnification of The Guild

Notwithstanding Section 11.5, the School agrees to indemnify and hold harmless The Guild and its board members, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, which arise out of or are in any manner connected with the School's operations or which are incurred as a result of the reliance of The Guild upon information supplied by the School, or School Board and its agents or employees, which arise out of the failure of the School to perform its obligations under this Contract or which arise out of The Guild's exercise of its obligation under Applicable Law and this Contract.

Section 11.7. Indemnification, Covenant Not to Sue, Immunity from Suit

The School will assume full liability for its activities and indemnifies and holds harmless the Commissioner, the Department and The Guild, members of their boards, their officers, and their agents and their employees from any suits, claims, or liability arising under this Agreement. The School and The Guild acknowledge and agree that the Commissioner, The Guild, members of their Boards, their agents of The Guild and their employees or contractors, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to Minnesota Statutes § 124E.09 and nothing in this Agreement is intended to affect such immunity. Any civil claims which might arise between the School and The Guild under this Agreement will be submitted to binding arbitration through the American Arbitration Association and not pursued through a court of law.

Consistent with these provisions, The Guild does not assume any obligation with respect to any director, employee, agent, parent, guardian, student or independent contractor of the School. The parties acknowledge and agree that the Commissioner, the Department and The Guild, members of their boards, their officers, their agents and their employees or contracted staff are immune from civil and criminal liability with respect to all activities related to the School, pursuant to Minnesota Statutes §124E.09 and nothing in this Agreement is intended to affect such immunity.

**ARTICLE XII
GENERAL TERMS**

Section 12.1. Term of Contract

This Contract shall be effective on July 1, 2020, and shall remain in full force and effect for three (3) years, until June 30, 2023, unless sooner revoked/terminated according to the terms hereof.

Under this contract, the school is required to develop a detailed Performance Improvement Plan (PIP) addressing “inadequate” performance areas identified in the attached Renewal Evaluation Report (Exhibit A). The PIP is contained within that report. This PIP will be developed between the Guild and New Heights School no later than October 15, 2020.

Section 12.2. Notices

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

If to The Guild:
Minnesota Guild
Attn: Executive Director
323 Washington Ave. N, Suite 200
Minneapolis, MN 55401

If to the School:
[insert school contact info]

Section 12.3. Severability

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

Section 12.4. Successors

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

Section 12.5. Entire Contract

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

Section 12.6. Assignment

This Contract is not assignable by either the School or The Guild.

Section 12.7. Non-Waiver

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

Section 12.8. Governing Law

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

Section 12.9. Counterparts

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

Section 12.10. Construction

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

Section 12.11. Force Majeure

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

Section 12.12. No Third-Party Rights

This Contract is made for the sole benefit of School and The Guild. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

Section 12.13. Non-agency

School is not an agent of The Guild and The Guild is not an agent of the School.

Section 12.14. Termination of Responsibilities

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

Section 12.15. Survival of Provisions

The terms, provisions, and representations contained in Section 11.2 Insurance, Section 11.5 Legal Liabilities, Section 11.6 Indemnification of The Guild, Section 12.8 Governing Law, Section 12.10 Construction, Section 12.13 Non-Agency, and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination

In the event the School closes as a result of a termination for cause, a voluntary termination, or a nonrenewal of the contract, the School and The Guild will create a plan for an orderly closing of the school under chapter 308A or 317A. That plan will include establishing the responsibilities of the school board of directors and The Guild and notifying the commissioner, school district in which the charter school is located, and parents of enrolled students about the closure, the transfer of student records to students' resident districts, and procedures for closing financial operations.

The details of the Charter School Closure Plan are located in Exhibit E *Operating Guide*.

The School is responsible for ALL of the delineated tasks in the Charter School Closure Plan. In addition, the Authorizer will: 1. Meet with the School Board and convey expectation and establish a timeline; 2. Inform the Minnesota Department of Education; 3. Inform other Authorizers with the view that greater awareness will provide more opportunistic for families and students.

CHARTER CONTRACT AUTHORIZATION AND CERTIFICATION

As the designated representative of The Guild, I hereby issue this Contract to the School.

Lynn Nordgren, Board Chair

Signature:

Date:

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

[insert board chair's name], Board Chair

Signature:

Date:

Minnesota Guild of Public Charter Schools School Readiness Plan

Governance and Management

	Task	Person Responsible	Requisite Resources	Status	% Completed	Targeted Completion Date	Actual Completion Date
1.	Ensure that a contract is signed with Minnesota Guild of Public Charter Schools within 45 business days of the commissioner's approval of the authorizer's affidavit (Subd. 6)						
2.	Review Minnesota Open Meeting Law (Statute 13D)						
3.	Establish governance structure consistent with Application						
4.	Recruit board members with expertise (e.g., education, legal, fiduciary, real estate)						
5.	Develop bylaws and obtain approval from MN Guild						
6.	Distinguish roles and responsibilities of the board						
7.	Write job descriptions for the Board of Directors and the Officers						
8.	Define committees and write descriptions						
9.	Write articles of incorporation						
10.	Establish legal status with the Minnesota Secretary of State						
11.	Secure a federal EIN – Employee Identification Number						
12.	Apply for recognition of exemption under Section 501(c)(3) of the Internal Revenue Code (f1023)						

13.	Attend MDE-approved training on board governance, the board's role and responsibilities, employment policies and practices, and financial management, commencing within six months of being seated and completed within 12 months of being seated on the board (Subd. 4 (f))						
14.	Develop a board manual						
15.	Establish a board calendar						
16.	Set up and perform ongoing process for board evaluation; Plan for board development						
17.	Establish board policy for conflict of interest; have board members sign a conflict of interest form annually						
18.	Plan for transition to a permanent board						
19.	Develop performance evaluation for administrative, supervisory, and instructional leaders according to MN§124E.12 subd. 2						
20.	Establish nexus of communication tools and methods to board members, school staff, families, community, etc.						
21.	Designate IOwa (Identified Official with Authority)						
22.	Review MDE Charter School Submissions Calendar (found at https://education.mn.gov/MDE/dse/chart/scres/)						
23.	Review the MN state charter school law						
24.	Review civil rights/equity issues						
25.	Develop a health and safety policy handbook						
26.	Review contract with board						

Personnel and Policy Development

27.	Establish hiring policies and procedures in accordance with fair and open hiring practices						
28.	Determine staffing needs						
29.	Create timeline for hiring staff						
30.	Advertise/solicit potential candidates in accordance with equitable and diverse hiring best practices						
31.	Write personnel policies/handbook						
32.	Establish terms of employment, employment contracts and job descriptions						
33.	Define expectations and protocols for pre-operational/start-up staff						
34.	Establish the process for evaluating pre-operational/start-up staff prior to the school opening						
35.	Hire pre-operational/start-up staff						
36.	Write student and parent handbook/policy manual						
37.	Create benefit packages (health, dental, etc.), vacation policies, pension policies, workers compensation, etc.						
38.	Establish process for complaints (i.e. parents, teachers, board members)						
39.	Conduct background/reference/MN license checks (this will be submitted to the Guild via Epicenter)						
40.	Create personnel and student files						
41.	Design teacher evaluation tools and systems in accordance with MN §124E.03 subd. 2 (i) and MN §122A.40 subd. 8						
42.	Design professional development and onboarding processes for staff (prior to the start of the school year, as well as throughout)						
43.	Establish enrollment and lottery policy that is consistent with both state statute and contract guidelines						

44.	Establish attendance, transportation, food services, dress code, and harassment policies						
45.	Acquire medical forms (for students and staff)						
46.	Develop a school calendar						

Learning Program

47.	Develop the scope and sequence of learning outcomes aligned to the State Standards						
48.	Develop methods and tools to monitor and track student progress in reference to stated goals (academic, attendance, social, etc.)						
49.	Develop calendars that maximize common planning, student conferencing, parental involvement, etc.						
50.	Purchase/acquire requisite learning materials (e.g., curricula, technology, etc.)						
51.	Identify and purchase appropriate standardized assessments						
52.	Develop MN Common Course Catalog						
53.	Ensure the learning plan is equitable, accessible and anti-racist						
54.	Apply to MDE as appropriate for Online Learning, Project-based Learning and Work-based learning programs						

Special Education

55.	Identify and hire Special Education Director in accordance with fair and open hiring practices						
56.	Identify and hire Special Education Teacher(s) in accordance with fair and open hiring practices						
57.	Create a system for identifying special needs students						
58.	Fulfill Special Education Assurances checklist						
59.	Identify contractors for supplemental services (speech, psychologist, etc.)						
60.	Identify staff member (or contract service) responsible for Special Education record keeping procedures and district bill--back						

School Culture

61.	Develop a school disciplinary policy that is compliant with the MN Pupil Fair Dismissal Act (Statute 121A.40 to 121A.56)						
62.	Develop a student handbook that includes discipline policies, code of ethics, and student responsibility expectations						
63.	Train staff in the implementation of discipline policies and student conduct						
64.	Develop an intake process for students and families that is consistent with the enrollment and lottery policies						
65.	Convey school culture via communication tools						

Community Relations/Media/Marketing

66.	Establish a committee for marketing and community/media relations						
67.	Develop a marketing plan						
68.	Identify appropriate communities, venues, events, conduits, etc. to market the school						
69.	Identify specific strategies to reach and recruit a diverse student body						
70.	Delineate opportunities for parents, community members, volunteers, etc. during and after recruitment						
71.	Continuously update databases and reconnect with prospective students, families, volunteers, community partners, etc.						

Community and Business Partnerships

72.	Identify potential partners in the community and develop plan to build relationships						
73.	Identify potential funding/grant opportunities						

Facilities

74.	Conduct needs assessment						
75.	Evaluate/inspect potential sites; consider how the facility supports the curriculum and program						
76.	Submit Facility Inspection Report to Guild						
77.	Review codes/ordinances/regulations						

78.	Obtain resources for financing a facility						
79.	Select site --- considering expansion potential and any needed changes to facility and/or site						
80.	Negotiate lease for site						
81.	Acquire site and secure letter of intent						
82.	Enlist facility design help						
83.	Address building security issues						
84.	Secure renovation financing if necessary						
85.	Make necessary repairs/installations						
86.	Arrange for any necessary custodial/maintenance services						
87.	Establish insurance policies; See MN §124E.09 (c) and § 466.04						
88.	Initiate lease aid application						
89.	Furnish and appoint building						

Systems/Financial Management/Business Plan

90.	Purchase system to manage financials						
91.	Purchase system to manage student information						
92.	Create a comprehensive business plan which includes a 3-year budget projection and 3-year market analysis						
93.	Identify a (potential) board member/s with financial experience/background						

94.	Designate financial manager for the school						
95.	Hire/contract auditor						
96.	Establish financial policies (authorities, approvals, access, etc.)						
97.	Establish separation of duties						
98.	Develop fiscal policies and internal controls						
99.	Meet with MDE re: MARSS, UFARS, ADMWE (review MDE page), lease aid and IDEAS payment system						
100.	Designate and train person in charge of MARSS reporting						
101.	Apply for planning grant						
102.	Track planning grant activities; refine grant budget if necessary						
103.	Establish relationship and open account with local banking institution						
104.	Establish a line of credit						
105.	Establish sales tax exemption						
106.	Set up finance committee; Schedule monthly board financial reviews						
107.	Establish transportation program						
108.	Establish food service program						
109.	Set up CLICS						
110.	Establish TRA, PERA						

Accountability

111.	Set ongoing schedule to review ready to open status with the MN Guild						
112.	Get set up in Epicenter						
113.	Review MDE Charter School Website Requirements and ensure all criteria are met (https://education.mn.gov/MDE/dse/chart/scres/)						

Charter School Annual Site Visit Report

The Minnesota Guild of Public Charter Schools conducts an Annual Site Visit to each authorized school. The Site Visit includes review of previously-requested documents, interviews with school stakeholders & observation of school operations. The Guild will contact the school leader well in advance of the site visit to schedule the time. Performance Indicators in four areas will be reviewed. Indicators are listed below, with a brief description of how a school might demonstrate whether the indicator was met. Within two weeks following the Annual Site Visit, the Guild will provide this report to the school's leaders. School leaders will have two weeks to respond and comment on the report.

School Name & Address	Primary Contact	Phone:	Year of Operation
		E-mail:	Year of Authorizer Contract Term
Guild Representative		Visit Date	
School-wide Educational Performance Indicators			
School accountability plans, including goals & performance targets, are reviewed with the Guild annually. Data relating to achievement of the goals will be included in the Annual Report. The Annual Site Visit provides an opportunity for the authorizer & school representatives to discuss all aspects of the school's goals & performance targets & current status. The Guild representatives will evaluate academic & program goal achievement.			
Annual school-wide academic achievement goals address state & federal accountability expectations in mathematics & reading (e.g., MCA-II/MTELL /MTAS, TEAE/MN SOLOM) & establish rigorous, attainable increases in student achievement from the prior year.			
Yes	No	Unclear	
Comments:			
Annual student achievement in mathematics & reading shows regular & consistent increases in student performance with rates of change equal to or greater than other entities such as the state, the nation, or regional schools with similar demographics.			
Yes	No	Unclear	
Comments:			

Reported growth measures of student achievement in mathematics & reading indicate students performing on grade level are making at least 1 year's expected growth when receiving 1 year of opportunity to learn & struggling students are making accelerated growth when receiving 1 year of opportunity to learn.

Yes	No	Unclear
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Comments:

Additional annual school-wide goals address other aspects of student learning (i.e. content areas not mathematics or reading – critical thinking, problem solving, 21st Century skills, personal responsibility, etc.) related to the school's mission, if appropriate & establish rigorous, attainable increases from previous year.

Yes	No	Unclear
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Comments:

Other school performance goals will address state and federal accountability targets for student attendance, and for graduation rates if applicable

Yes	No	Unclear
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Comments:

Overall/general comments:

School Climate & Satisfaction Performance Indicators

The annual site visit should include review of student retention data, the most recent data on stakeholder satisfaction & perceptions of safety by stakeholders.

Student retention rates show improvement over time for all student groups enrolled in the school.

Yes	No	Unclear
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Comments:

Perception measures of satisfaction (e.g. surveys, focus groups, etc) indicate a positive learning environment for all students from the perspective of multiple stakeholders including students, parents & community members.

Yes	No	Unclear
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Comments:

Perception measures of safety (e.g. surveys, focus groups, etc.) indicate students and parent perceive the school environment as safe for all student groups.

Yes	No	Unclear
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Overall/general comments:

Operational Performance Indicators

The Annual Site Visit should include an interview with the Board chair or another Board member(s). Documentation addressing Operational Performance Indicators should be prepared by the school in advance for ease of review during the site visit.

The Charter School Board is organized consistent with state law & follows good governance practices including:

- No conflicts of interest for any members
- Compliance with the Minnesota open meeting law
- Follows own by-laws
- Adopts required policies
- Develops a strategic plan (optional)

Yes	No	Unclear
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Comments:

The Board meetings are conducted following parliamentary procedure including a published agenda, minutes of previous meetings, and a defined meeting process.

Yes	No	Unclear
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Comments:

The Board makes key school decisions including:

- Setting policies of the school
- Setting performance expectations consistent with the contract with the authorizer
- Adopting an annual budget and monitoring/reviewing the budget regularly
- Approving all expenditures
- Reviewing and accepting the annual audit
- Reviewing school academic performance regularly
- Reviewing the annual report
- Adopting an educational improvement plan (could be a School Improvement Plan, or included in a strategic plan)
- Reviewing the performance of the school's lead administrator at least annually

Yes	No	Unclear
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Comments:

The Board has a "board development plan" including annual training.

Yes	No	Unclear
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Comments:

<p>Appropriate management by school leadership are reflected in a variety of summary data including:</p> <ul style="list-style-type: none"> --- Staff qualifications/licensure compliant with state requirements --- Staff selection process fair and appropriate --- Staff assignments and turnover reasonable --- Enrollment process implemented with fidelity and projections are reasonable --- Transportation system functioning well --- Established Complaint and resolution procedures implemented with fidelity when necessary --- State reporting completed accurately and timely --- Board policies implemented --- Appropriate insurance acquired and maintained 		
Yes	No	Unclear
<p>Comments:</p> <p>The school complies with state and federal standards for civil rights, health/safety/welfare, special education, English Language Learners, discipline, food/nutrition, student performance accountability, and audits including:</p> <ul style="list-style-type: none"> - Non-discrimination laws followed --- Health and safety laws adhered to --- State testing and accountability requirements implemented with fidelity --- Special populations such as students with disabilities and English Language Learners, appropriately served 		
Yes	No	Unclear
<p>Comments:</p> <p>Teacher evaluation and leadership evaluation indicates strong focus on improving instruction.</p>		
Yes	No	Unclear
<p>Comments:</p> <p>Facilities are appropriate and adequate including:</p> <ul style="list-style-type: none"> --- The school has adequate space --- The lease provisions implemented 		
Yes	No	Unclear
<p>Comments:</p> <p>Finance Performance Indicators</p>		
<p>The Annual Site Visit should include an interview with the school's business manager, Board treasurer or other individual knowledgeable about the school's</p>		
<p>finances. Documentation addressing Finance Performance Indicators should be prepared by the school in advance for ease of review during the site visit.</p>		

The school has a budget approved by its Board; the budget is being followed or amended when necessary based on student enrollment changes or other appropriate reasons.		
Yes	No	Unclear
Comments:		
The school finances are appropriately managed as evidenced by the audit and monthly reports.		
Yes	No	Unclear
Comments:		
State finance reports are filed appropriately and on time.		
Yes	No	Unclear
Comments:		
State/federal taxes, pensions, insurance, etc. are paid as required.		
Yes	No	Unclear
Comments:		
The budget includes revenue for anticipated future needs, i.e. a reserve fund.		
Yes	No	Unclear
Comments:		
The patterns of expenditures are consistent with the mission, program and goals of the school.		
Yes	No	Unclear
Comments:		
The school audit contains no material findings.		
Yes	No	Unclear
Comments:		
Overall/general comments:		
Filed by (Print Name):		Date:

Application for Charter Contract Renewal

Charter schools authorized by the Minnesota Guild of Public Charter Schools (the Guild) may apply to renew their contracts by submit an application at least 120 days prior to the end of the current contract term.

School Name	Contact/Title	Phone	Current Contract Dates
Address		E-mail	
Evaluation of School/Student Performance			
Program Model Performance Indicators		Achieved/Progress	
Program model is consistent with application and statutory descriptions			
Parents, staff, board & students have a clear understanding of the program model & mission of the school			
Curriculum supports the school mission & program model, is aligned to the Minnesota Academic Standards & is implemented			
Professional development supports the mission, the program model, and continuous school improvement			
Summary			
School-wide Educational Performance Indicators		Achieved/Progress	
Annual school-wide academic achievement goals address state & federal accountability expectations in mathematics & reading (e.g., MCA-II/MTELL/MTAS, TEAE/MN SOLOM) & establish rigorous, attainable increases in student achievement from previous year			
Annual results of student achievement in mathematics & reading show regular & consistent increases in student performance with rates of change equal to or greater than other entities such as the state, the nation, or regional schools with similar demographics			
Reported growth measures of student achievement in mathematics & reading indicate students performing on grade level are making at least 1 year's expected growth when receiving one year of opportunity to learn & struggling students make accelerated growth when receiving 1 year of opportunity to learn			
Additional annual school-wide goals address other aspects of student learning (i.e. content areas not mathematics or reading --- critical thinking, problem solving, 21 st Century skills, personal responsibility, etc.) related to the school's			

mission, if appropriate, & establish rigorous, attainable increases from prior year	
Other school performance goals address state & federal accountability targets for student attendance, & for graduation rates if applicable	
Summary	
School Climate and Satisfaction Performance Indicators	Achieved/Progress
Student retention rates show improvement over time for all student groups	
Perception measures of satisfaction (e.g. surveys, focus groups, etc) indicate a positive learning environment for all students from the perspective of multiple stakeholders including students, parents & community members	
Perception measures of safety (e.g. surveys, focus groups, etc.) indicate students & parents perceive the school environment as safe for all students	
Summary	
Operational Performance Indicators	Achieved/Progress
Charter School Board is organized consistent with state law	
No conflicts of interest for any members	
Compliance with the Minnesota open meeting law	
Follows own by-laws	
Adopts required policies	
Develops a strategic plan (optional)	
Board meetings are conducted following parliamentary procedure including a published agenda, minutes of previous meetings & a defined meeting process	
The Board sets policies of the school	
The Board sets performance expectations consistent with authorizer contract	
The Board adopts an annual budget & monitors/reviews the budget regularly	
The Board approves all expenditures	
The Board reviews & accepts the annual audit	
The Board reviews school academic performance regularly	
The Board reviews the annual report	
The Board adopts improvement plans (School Improvement Plan or strategic)	
The Board reviews the performance of the school's leader at least annually	
The Board has a "board development plan" including annual training	
Professional staff qualifications/licensure compliant with state requirements	
Staff selection process fair and appropriate	
Staff assignments & turnover are reasonable	
Enrollment process implemented with fidelity & projections are reasonable	
Transportation system functions well	

Established complaint & resolution procedures implemented	
State reporting completed accurately & on time	
Board policies implemented	
Appropriate insurance acquired & maintained	
School complies with state & federal standards for civil rights, health/safety/welfare, special education, English Language Learners, discipline, food/nutrition, student performance accountability	
Audits: Non-discrimination laws followed	
Audits: Health and safety laws compliant	
State testing & accountability requirements implemented	
Special populations such as students with disabilities & English Language Learners appropriately served	
Teacher/leadership evaluation indicates strong focus on improving instruction	
Facilities are appropriate & adequate including space & lease provisions implemented	
Summary	
Finance Performance Indicators	Achieved/Progress
Budget is approved by the Board; followed or amended when necessary based on student enrollment changes or other appropriate reasons	
School finances are appropriately managed as evidenced by the audit & monthly reports	
State finance reports are filed appropriately & on time	
State/federal taxes, pensions, insurance, etc. are paid as required	
Budget includes revenue for anticipated future needs, i.e. a reserve fund	
Expenditures are consistent with the mission, program & goals of the school	
Audit contains no material findings	
Summary	



Charter School Closure Plan (Sample Framework)

Statutory timeline for school closure:

- 1.) At least **60 business days** before not renewing or terminating a contract, the MN Guild shall notify the board of directors of the charter school of the proposed action in writing. The notice shall state the grounds for the proposed action in reasonable detail and describe the informal hearing process, consistent with Minn. Stat. §124E.10 Charter Contract Subd. 4 Causes for nonrenewal or termination of charter school contract.
- 2.) The charter school's board of directors may request in writing an informal hearing before the authorizer within **15 business days** after receiving notice of nonrenewal or termination of the contract. Failure by the board of directors to make a written request for an informal hearing within the 15-business-day period shall be treated as acquiescence to the proposed action.
- 3.) Upon receiving a timely written request for a hearing, the authorizer shall give **ten business days'** notice to the charter school's board of directors of the hearing date. The authorizer shall conduct an informal hearing before taking final action.
- 4.) The authorizer shall take final action to renew or not renew a contract no later than **20 business days** before the proposed date for terminating the contract or the end date of the contract.