

CHARTER SCHOOL AUTHORIZER CONTRACT

between

Novation Education Opportunities, (Authorizer)

3432 Denmark Avenue Suite #130 Eagan, MN 55123

and

Agamim Hebrew Language Charter School, (School)

1503 Boyce Street, Hopkins, MN

This Agreement is between the Novation Education Opportunities and Agamim Hebrew Language Charter School (DBA Agamim Classical Academy).

SECTION 1. TERMS OF AGREEMENT.

- 1.1 Effective date: January 26, 2014.
- 1.2 Expiration date: June 30, 2020.
- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this contract: 1. Liability; 2. State and Federal Audits; 3. Government Data Practices and Intellectual Property; 4. Publicity and Endorsement; 5. Governing Law, Jurisdiction, and Venue; 6. Data Disclosure; and 7. Dissolution.
- 1.4 The Addendum to this Contract is incorporated into, and made part of this Contract. This Contract has the following Addendum items:
 1. A declaration that the charter school will carry out the primary purpose in Subdivision 1 and how the school will report its implementation of the primary purpose.
 2. A declaration of the additional purpose or purposes in Subdivision 1 that the school intends to carry out and how the school will report its implementation of those purposes.
 3. A description of the school program and the specific academic and nonacademic outcomes that pupils must achieve.
 4. A statement of admission policies and procedures.
 5. A governance, management, and administration plan for the school.
 6. Signed agreements from charter school board members to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools.
 7. The criteria, processes, and procedures that the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance consistent with Subdivision 15, paragraphs (a) and (b).

8. For contract renewal, the formal written performance evaluation of the school that is a prerequisite for reviewing a charter contract under Subdivision 15, that is included in this contract for informational purposes as relevant for charter contract renewal.
9. Types and amounts of insurance liability coverage to be obtained by the charter school, consistent with Subdivision 8, paragraph (k).
10. Consistent with Subdivision 25, paragraph (d), a provision to indemnify and hold harmless the authorizer and its officers, agents, and employees from any suit, claim, or liability arising from any operation of the charter school, and the commissioner and department officers, agents, and employees notwithstanding section 3.736.
11. The term of the initial contract, which may be up to five years plus an additional preoperational planning year, and up to five years for a renewed contract or a contract with a new authorizer after a transfer of authorizers, if warranted by the school's academic, financial, and operational performance.
12. How the board of directors or the operators of the charter school will provide special instruction and services for children with a disability under Minnesota Statutes, sections 125A.03 to 125A.24, and 125A.65, a description of the financial parameters within which the charter school will operate to provide the special instruction and services to children with a disability.
13. The specific conditions for contract renewal that identify performance of **all** students under the primary purpose of Subdivision 1 as the most important factor in determining contract renewal.
14. The additional purposes under Subdivision 1, paragraph (a), and related performance obligations under clause (7) contained in the charter contract as additional factors in determining contract renewal.
15. The plan for an orderly closing of the school under chapter 317A, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract, that includes establishing the responsibilities of the school board of directors and the authorizer and notifying the commissioner, authorizer, school district in which the charter school is located, and parents of enrolled students about the closure, information and assistance sufficient to enable the student to reenroll in another school, the transfer of student records under Subdivision 8, paragraph (p), and procedures for closing financial operations.
16. The agreed-upon authorizer fee structure (Minn. Stat. §124D.10, Subd. 15(c)).
17. The school board membership roster as of the first day of the contract.
18. Copy of school's Certification of Incorporation issued by the Minnesota Secretary of State's Office.
19. Copy of school's Articles of Incorporation stamped by the Minnesota Secretary of State's Office.
20. Copy of the school's (signed) By-Laws adopted and approved by the charter school's board of directors.

SECTION 2. DEFINITIONS. For purposes of this 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:

- 2.1 “Agreement” means this contract between the Authorizer and the School as required by Minnesota Charter School Law, Minn. Stat. §124D.10.
- 2.2 “Applicable Law” means all state and federal laws and rules applicable to Minnesota charter schools and any regulations and guidelines issued pursuant to those laws and rules. This includes changes made to Applicable Law by Congress, Minnesota Legislature and/or appropriate federal and state agencies.
- 2.3 “Affidavit” means the charter school Affidavit and supporting documentation that was submitted by the Authorizer and the School to and approved by the Minnesota Department of Education (“Department”) for the Authorizer to grant the charter to the School. The Affidavit is incorporated by reference into this Agreement.
- 2.4 “Approval” means the approval by the Education Commissioner for the Authorizer to grant a charter to the School (includes charter contract renewals).
- 2.5 “Charter Law” means the Minn. Stat. §124D.10 *et seq.*, as amended, and any rules or regulations adopted by the Education Commissioner relating to this law.
- 2.6 The “School” refers to the school listed above.
- 2.7 “Charter School Board” means the Board of Directors established to govern the School, as required under Minn. Stat. §124D.10.
- 2.8 The “Authorizer” refers to the authorizer listed above.
- 2.9 “Education Commissioner” means the Commissioner of the Minnesota Department of Education or his or her designee.
- 2.10 “Department” means the Minnesota Department of Education.
- 2.11 “State” means the State of Minnesota.
- 2.12 “School information” includes all educational data, as defined in Minnesota Statutes 13.32; any and all data related to employees; any and all complaints filed by the School as required by federal and state law and all complaints filed against the School or any of its employees; any and all investigative files and the results of any investigations; any and all financial information as required to be disclosed under the Minnesota Data Practices Act; and any data or other information that the Authorizer deems reasonably necessary to carry out its role.
- 2.13 “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 3. PURPOSE OF SCHOOL; DESCRIPTION OF THE PROGRAM; PERFORMANCE INDICATORS AND EVALUATION.

3.1 Purpose of the School and Description of the Program. The School will be organized and operated to achieve the purpose(s) and program of the charter school as stated in the Charter Affidavit, subsequent approved amendments and agreements to the Charter Application, terms of this contract, and as provided for in the Minnesota Charter Law. The School's program is described in the Affidavit and subsequent approved amendments and agreements, which are attached (See Contract Addendum). The School agrees to operate in a manner consistent with the Affidavit and approved amendments and agreements approved by the Department.

3.2 Performance Indicators and Evaluation.

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

(b) *No Child Left Behind* (NCLB)/Elementary and Secondary Education Act (ESEA) (Pub.L. 89-10, 79 Stat. 27, 20 U.S.C. ch.70). The School will comply with the responsibilities and obligations of the Title I, Part A accountability provisions specified in the federal *No Child Left Behind Act* and MN Waiver if applicable and their implementing regulations established by the U.S. Department of Education, including as applicable, but not limited to, participating in statewide assessments, meeting the state adequate yearly progress ("AYP") definition, meeting public and parent reporting requirements, implementing school sanctions if the School is identified for improvement, and meeting the highly qualified teacher and paraprofessional requirements. In addition, the School will comply with ESEA requirements to the degree it pursues, qualifies for and benefits from Title funding. This includes programs required for English language learners and all other special populations included in ESEA. The School will fulfill program requirements, financial management, reporting, and accounting for each active ESEA program and will comply with all Minnesota Statutes and applicable rules implemented pursuant to ESEA in Minnesota.

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

(d) Identifying Goals and Performance Indicators. The School and the Authorizer agree that the School's operation under the Agreement shall be measured by the school performance indicators set forth in this contract including academic outcomes for individual students and for the School as a whole, and standards for governance, financial management, and school operation. Academic outcomes will be assessed using multiple indicators that will include a nationally norm-referenced test and the state assessment system. The School will measure the students' academic levels of

performance when they enter the school and the School will provide the Authorizer this information as baseline data. Program goals must address staff development efforts, student attendance, student retention, and graduation rates (in the high schools). The School program and specific academic and nonacademic outcomes that pupils must achieve will align to the Program Model Performance Indicators and the School-wide Educational Performance Indicators as described in the NEO Oversight, Evaluation, Intervention and Renewal Plan for Operating Schools.

(e) Annual Report. The School will file an Annual Report with the Authorizer and the Education Commissioner that is consistent with the provisions of Minn. Stat. §124D.10, and that contains any and all information required by the Authorizer and the Education Commissioner. The Annual Report will be filed in a timely manner. The School may include other information in the Annual Report. The Authorizer will review the Annual Report and provide written comment to the Charter School Board.

(f) Annual Report Dissemination. The School will disseminate the Annual Report or a summary of the Report to the families of students attending the School and post the report on the school's website.

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

SECTION 4. LEGAL STRUCTURE.

4.1 Legal Structure

(a) Nonprofit Status. The School is organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended or operated as a cooperative under Chapter 308A

(b) Articles of Incorporation. The School's articles of incorporation are an implied part of this contract. [The School represents that, as of the date of this Contract, the Articles of Incorporation of the School set forth in the Contract Addendum are accurate and have not been otherwise altered or amended.](#)

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

(d) The School is subject to Minn. Stat. §124D.10 and §124D.11 and any other statutes and rules that derive from or pertain to the operation of this entity.

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

(f) Learning Environments and Leased Space. The School may lease space from any organization as it deems necessary within provisions of Minn. Stat. §124D.10 and §124D.11. The School may also contract for other suitable learning environments that meet School mission and program requirements and fulfill all legal and safety requirements. Prior to finalizing a lease for space, the School will submit a lease-aid application to the Department for approval. The School will provide a copy of that application when submitted to the Department, as well as the Department's decision, to the Authorizer. [The School will provide to the Authorizer any notice of lease termination within five \(5\) calendar days of receipt.](#)

(g) Occupancy and Safety Certificates. The School Board shall: [\(a\) ensure that the School's physical facilities comply with all fire, health, and safety standards applicable to schools; and \(b\) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section. Copies of such certificates shall be provided to the Authorizer before the first day of classes, if requested by the Authorizer.](#)

(h) Authorized Grades. The School is authorized to serve grades K-8.

(i) Enrollment and Grade Level Expansion. The School will not expand to a new site or new grade levels without application to and approval by the Authorizer and the Minnesota Education Commissioner, consistent with Minnesota Statutes 124D.10.

SECTION 5. AUTHORIZER FEES

- 5.1 Authorizer Fee. The Authorizer shall charge the School a fee for performing the services listed in this contract.
- 5.2 Authorizer Fee Amount. The fee charged by the Authorizer to the School shall be the maximum allowable under Minnesota Statutes 124D.10.

SECTION 6. OPERATING REQUIREMENTS

6.1 Governance

(a) Board of Directors. A Board of Directors whose membership is described in the school's bylaws and defined by state statute will govern the School. The School will file changes in the membership of the Charter School Board in the form of an updated board roster with the Authorizer within one week of a change occurring. Prior to the time such persons are seated as members of the Charter School Board, the School will conduct a criminal background check identical to those required by Minnesota Statutes 123B.03, subd. 1. The Charter School Board will certify to the Authorizer that background checks have been completed. Consistent with data practices law, the Charter School Board will provide to the Authorizer any adverse information that is revealed as part of the background checks and will evaluate, on a case-by-case basis, membership on the Charter School Board where the background check revealed adverse information. Charter school Board members must complete required training and board development required by Charter Law. Performance in Governance and Operations will be evaluated according to the Operational Performance Indicators as described in the NEO Oversight, Evaluation, Intervention and Renewal Plan for Operating Schools.

(b) Powers. The Charter School Board will provide governance and policy leadership including, but not limited to, approval of contracts and agreements, long range planning, goal-setting and policies for the School consistent with the school's approved mission, operations and results; holding the School accountable for meeting its goals; overseeing and approving an annual budget; and annually evaluating the performance of the School Director. The Board and School will satisfy Minn. Stat. §124D.10. All Board members will receive training and board development required by Charter Law. Board members and the School will annually submit statements regarding conflicts of interest according to Minnesota Statute 124D.10.

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

(d) Charter School Board Election. Charter School Board elections will be conducted as provided in the school's bylaws and state statute.

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

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

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

(h) Non-Licensed Personnel. The Charter School Board or its delegate may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching, and may contract for other services.

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

(j) Charter School Board Training. The Charter School Board will participate in training regarding board governance, finance and operations consistent with Minn. Stat. §124D.10. The Charter School Board will submit its plan for training to the Authorizer, if requested, and attend training reasonably required by the Authorizer. The Charter School shall report in its school's annual report the training attended by each board member the previous year.

6.2 School Calendar. School Calendar is established by April 30 each year and shows an adequate number of instructional hours.

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

6.4 Tuition and Fees. The School will not charge residents of Minnesota tuition for admission to the School. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by applicable law. The School will comply with the Minnesota Public Schools Fee Law, Minnesota Statutes 123B.34-.39.

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

6.6 Admissions

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

(b) Applications. The School will enroll an eligible pupil who submits a timely application, unless the number of applicants exceeds the capacity of the program, class, or grade level. In such cases, selection shall be by lottery pursuant to the Charter Law, Minn. Stat. §124D.10. A student continuing for the next year will remain enrolled for the next year without re-application.

6.7 Reporting to the Authorizer.

(a) Reports. The School will file reports with the Authorizer regarding enrollment, the program and financial status of the school. The financial reports must contain budget and actual revenue and expenses (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, if applicable; and the current average daily membership of the School. The school will file copies of inspections or findings with the Authorizer that can materially impact the operation of the school.

(b) Access to Information. The School will provide the Authorizer with, and permit prompt and reasonable access to, any School information requested by the Authorizer, including education data on individuals. The School agrees to allow the Authorizer access to the school site for site visits, scheduled and unscheduled. For purposes of such data disclosure, the parties agree that they will be governed by Minnesota Statute; Chapter 13. The School will provide the Authorizer with a full set of approved policies and updates as created.

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

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

6.8 Financial Management

(a) Financial Reports. The School will provide the Authorizer a copy of the annual budget for review and comment prior to its approval by the Charter School Board, if requested by the Authorizer. The School will provide the Authorizer periodic reports directly from the individual who prepares the reports of the financial status of the School. Such reports must have a format that directly corresponds to balances in the School accounting system. The School will provide to the Authorizer the annual financial audit and any other audits by any agency. The School also will provide the Authorizer a report each year indicating materially significant school financial matters including: funding calculation and delivery; audit findings; enrollment reporting; funding formulas; funding transfer schedules; authorizer administrative fees (if applicable); reporting requirements; audit requirements; and asset ownership and disposition rights and responsibilities. Financial Performance will be evaluated according to the Finance Performance Indicators as described in the NEO Oversight, Evaluation, Intervention and Renewal Plan for Operating Schools.

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

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

(d) Significant Agreements. Terms of Agreements with Third-party Educational or Operational Service Providers and any other contracts or agreements that create significant relationships or effect on the School will be shared with Authorizer.

(e) Creditors. The School will pay all creditors within 30 days of receipt on an outstanding invoice, pursuant to the State's prompt payment law, Minnesota Statutes 16A.124. If the School has any payments to creditors for which there is an outstanding liability of over 90 days, the School will provide the Authorizer a written statement explaining the reasons for the delay and a proposal for payment of the outstanding liability.

6.9 Transportation. Transportation for students enrolled at the School will be provided in accordance with the Application, unless otherwise modified by the School consistent with the Charter Law as it relates to student transportation.

6.10 Health and Safety

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

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

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

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

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

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

- 6.14 Insurance. Notwithstanding anything to the contrary in this Agreement, the School will be considered a school district for the purposes of tort liability under Minnesota Statutes Chapter 466. The School will comply with Minn. Stat. §124D.10 Subdivision 6(8), and obtain tort liability insurance and Minn. Stat. §124D.10, Subdivision 8(k) and section 466, which further define the following required types and amounts of insurance and provide NEO with appropriate documentation on an annual basis: (a) worker's compensation insurance to include coverage A; (b) insurance covering all of the School's real and personal property, whether owned or leased; (c) a minimum of commercial general liability insurance in comprehensive form, bodily injury and property damage combined of one and a half million dollars (\$1,500,000) per occurrence and personal injury of one and a half million dollars (\$1,500,000) per occurrence; and up to three million dollars (\$3,000,000) per occurrence for the release or threatened release of a hazardous substance; and if not included under its general liability coverage, additional coverages as follows: minimum automobile liability insurance coverage, bodily injury and property damage of one million dollars (\$1,000,000) per occurrence if the School owns or operates motor vehicles; officer and employee errors and omissions/professional liability of one and a half million dollars (\$1,500,000) per occurrence; and employee dishonesty insurance of five hundred thousand dollars (\$500,000). The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota. The School may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to the Authorizer, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the shall provide the Authorizer or its designees copies of all insurance policies required by this Contract, if requested by the Authorizer. The Authorizer may periodically review the types and amounts of insurance coverages that the School secures. The above-stated coverage limits shall be issued and maintained as indemnity limits and shall not be reduced by any applicable insurer defense obligations. The Department may suggest or Applicable Law may determine alternative amounts and terms of any deductible or insurance provisions, which shall supersede the foregoing requirements. The School may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for students while attending school or participating in a school program or activity.
- 6.15 Assumption of Liability. The School and the Charter School Board may sue and be sued. The School and the Charter School Board accept liability for all actions arising out of, or in any manner connected with, the School's operations. The Authorizer does not assume any obligation with respect to any director, employee, agent, parent, guardian, student or independent contractor of the School. The School acknowledges and agrees that it assumes full liability for its activities and that the Commissioner, Authorizer, members of the Board of the Authorizer, and employees of the Authorizers, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to Minnesota Statutes Section 124D.10 Sub. (25), and nothing in this Contract is intended to affect such immunity.

Location of School. The School shall have a single site at the address noted in this Agreement unless approved otherwise.

SECTION 7. AUTHORIZER'S DUTIES.

- 7.1 Oversight and Evaluation Plan. The Authorizer will implement a plan to provide ongoing oversight and to evaluate the performance of the school to determine whether the School is complying with the terms of this Agreement and to meet its responsibilities under the law regarding authorizers.
- 7.2 Contract Renewal Performance Evaluation. The Authorizer will conduct evaluation of School Performance Indicators in the following areas: Educational Performance, School Climate and Satisfaction Performance, Operational Performance including Governance, and Finance Performance to determine contract renewal and length of contract term. The Authorizer will determine the term of the contract based on each performance area evaluated. To earn a five-year contract renewal the School will have no evident areas of weakness and can serve as a model in one or more areas to other schools. To earn a three or four-year contract the School will have one or two area(s) in need of improvement and will be implementing a plan to address the area(s). If there are multiple deficiencies in any area, or deficiencies in multiple areas, the school will have a one or two-year renewal, during which time the school must demonstrate significant improvement in order to be granted a subsequent renewal.
- 7.3 Liaison. The Authorizer will designate a liaison for the School and will inform the School if the liaison changes. The School will notify staff, parents and stakeholders that the liaison is accessible for communication of concerns or commendations. The Authorizer will communicate how it will respond to communications from the school and its stakeholders and handle potentially negative reports. The liaison will have freedom to communicate with designated individuals and enter the school with reasonable warning and request.

SECTION 8. TERMINATION BY AUTHORIZER FOR CAUSE.

- 8.1 Authorizer Termination. The Authorizer may elect not to renew this Agreement at the end of the contract term, for cause, as defined in the Charter Law, Minn. Stat. §124D.10. The Authorizer also may unilaterally terminate this Agreement during the term of the contract, for cause, pursuant to Minn. Stat. §124D.10.

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

- (1) Failure to meet the requirements for pupil performance contained in the contract;
- (2) Failure to meet generally accepted standards of fiscal management;
- (3) Violations of law; or
- (4) Other good cause shown.

Authorizer Processes and Charter School Board's Response.

(1) Notice to school. At least 120 days before not renewing or terminating a contract, the Authorizer shall notify the Charter School's Board of Directors of the proposed action, in writing. The notice shall state the grounds for the proposed action in reasonable detail. The notice shall state that the Charter School Board may request, in writing, an informal hearing before the Authorizer within fifteen (15) business days of receiving notice of non-renewal or termination of this Agreement.

(2) Board's Response. Within fifteen (15) business days of receipt of the notice of termination or non-renewal, the Charter School Board may request an informal hearing before the Authorizer. Failure by the Charter School Board to make a written request for a hearing within the 15-day period shall be treated as acquiescence to the proposed non-renewal or termination.

(3) Schedule for Hearing. Upon receiving a timely written request for a hearing, the Authorizer shall give ten business days' notice to the Charter School Board of Directors of the hearing date. The Authorizer shall conduct an informal hearing before taking final action.

(4) Authorizer Decision. The Authorizer shall take final action to renew or not renew the contract no later than 20 business days before the proposed date for terminating the contract or the end date of the contract. A copy will be filed with the Education Commissioner.

Dissolution. If this Agreement is terminated or not renewed based on the criteria in paragraph 8.1(a) above, the School will be dissolved according to the applicable provisions of Minn. Stat. Chapters 308A, 317A and Minn. Stat. §124D.10, except when the Education Commissioner approves the decision of a different eligible authorizer to authorize the charter school. See Section 9.1 below.

(1) Distribution of Property upon Dissolution. In the event of dissolution of the School, all property that has been leased, borrowed or contracted for use will be promptly returned to those organizations or individuals from which the School has obtained the materials.

(2) Property Owned By School. All property that has been purchased by the School will remain its own property. In the event of subsequent dissolution of the School, property purchased with federal funds must be handled according to applicable state and/or federal guidance. After all financial obligations are met the remaining property will be distributed consistent with applicable charter school and non-profit law.

(3) Property Owned By Teachers or Staff. All property personally and/or individually owned by licensed teachers or staff employed by the School will be exempt from distribution of property and will remain the property of the individual teachers or staff.

SECTION 9. NON-RENEWAL AND VOLUNTARY TERMINATION.

- 9.1 Non-Renewal and Voluntary Termination. Non-Renewal and Voluntary Termination. If the authorizer and the charter school board of directors mutually agree not to renew the contract, a change in authorizers is allowed. The authorizer and the school board must jointly submit a written and signed letter of their intent to the commissioner to mutually not renew the contract. The charter contract between the proposed authorizer and the school must identify and provide a plan to address any outstanding obligations from the previous contract. Notice. The proposed contract must be submitted at least 105 business days before the end of the existing charter contract. The commissioner shall have 30 business days to review and make a determination. The proposed authorizer and the school shall have 15 business days to respond to the determination and address any issues identified by the commissioner. A final determination by the commissioner shall be made no later than 45 business days before the end of the current charter contract.
- 9.2 Information to New Authorizer. The authorizer that is a party to the existing contract must inform the proposed authorizer about the fiscal, operational, and student performance status of the school, as well as any outstanding contractual obligations that exist.
- 9.3 Not for Cause. The voluntary transfer of authorizership under Section 9 of this Agreement is not considered to be a termination or non-renewal for cause as defined in Section 8 of this Agreement.
- 9.4 Dissolution. If no change in authorizer is approved, the school and the current authorizer may withdraw their letter of nonrenewal and enter into a new contract. If the transfer of authorizers is not approved and the current authorizer and the school do not withdraw their letter and enter into a new contract, the school must be dissolved according to applicable law and the terms of the contract.

SECTION 10. GENERAL TERMS

- 10.1 Amendments. This Agreement may only be amended by written agreement executed by both parties. The School and/or Authorizer will provide the proposed Amendment in writing to the other party to the Contract. The Contract may be amended in the event of changes to assessments upon which the Contract goals are based, any material changes such as those to the education program model, change in physical location including site expansions, change in contract term, a change in grade levels served, a significant difference in student baseline data for new schools, revisions to policies that are incorporated into the Contract, and any other reason that results in misalignment of the Contract and the School conditions agreed upon by both the Authorizer and the School. The recipient of the proposed Amendment will have at least one month to review and comment in response. The revision will be in colored font in the contract, footnoted, and dated as well as **signed** by the authorizer and charter school board chair. Contracts may be amended to align with most current statute at any time with due notification only.
- 10.2 Authorizer Authority. **Except as otherwise provided by this Agreement or Applicable Law, the Authorizer has no authority, control, power, or administrative or financial responsibility over the School. This provision does not prohibit the parties from contracting for any services deemed appropriate in the future as provided for in**

Minnesota Statute 124D.10. The relationship between the School and the Authorizer is based solely on the applicable provisions of the Charter School Act and the terms of this Contract and other written contracts and written agreements between the Authorizer and the School. Except as otherwise provided in this Contract, the Authorizer shall have no authority or control, over operational, administrative, or financial responsibility for the School.

10.3 Financial Obligations Are Separate. Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in anyway constitute an obligation, either general, special, or moral of the Authorizer. The School will never pledge the full faith and credit of the Authorizer for the payment of any School contract, mortgage, loan or other instrument of indebtedness. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Authorizer and a third party shall not in anyway constitute an obligation, either general, special, or moral, of the School. The Authorizer will never pledge the full faith and credit of the School for the payment of any Authorizer contract, mortgage, loan or other instrument of indebtedness.

10.4 No Authority to Obligate or Bind Other Party. The School has no authority whatsoever to enter into any contract or other agreement that would financially obligate the Authorizer, nor does the School have any authority whatsoever to make any representations to lenders or third parties, that the Authorizer in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the School. The Authorizer has no authority whatsoever to enter into any contract or other agreement that would financially obligate the School, nor does the Authorizer have any authority whatsoever to make any representations to lenders or third parties, that the School in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the Authorizer.

10.4 The School may not use the Authorizer's name or any assumed name, trademark, division or affiliation of the Authorizer in any of the School's promotional advertising, contracts, or other materials without the Authorizer's prior written consent, except that the School may include the following statement in such materials, "[Name of School] is authorized by [Name of Authorizer]."

10.5 Indemnification. The School will assume full liability for its activities and indemnifies and holds harmless the Authorizer, its officers, board members, representatives, agents and employees from any suits, claims, or liability and the Education Commissioner and department officers, agents, and employees arising out of or in any manner connected with the School's operations or which are incurred as a result of the reliance of the Authorizer upon information supplied by the School, or School Board and its agents or employees, or which arise out of the failure of the School to perform its obligations under this Contract or which arise out of the Authorizer's exercise of its obligation under Applicable Law or enforcement of this Contract. The School and Authorizer acknowledge and agree that the Authorizer, the Authorizer's

Board members and employees, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to the Charter Law, Minn. Stat. §124D.10, and nothing in this Agreement is intended to affect such immunity.

- 10.6 The School agrees not to sue the Authorizer or any of its representatives for any disputes that may arise under this Agreement. The School and Authorizer agree to submit any such legal disputes to binding arbitration. If the parties cannot agree to an arbiter, then the American Arbitration Association shall appoint an arbiter.
- 10.7 Contract Language. In the event that there is an inconsistency or dispute between the provisions in the Application and this Agreement, the provisions of the Application shall be followed.
- 10.8 Non-agency. It is understood that the School is not the agent of the Authorizer.
- 10.9 Assignment. This Agreement cannot be assigned to any other party but remains the exclusive agreement between the Authorizer and School under approval by the Department.
- 10.10 Successors. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors.
- 10.11 Merger. Upon the condition that a merger between two schools or two authorizers is proposed and approved by appropriate State authorities and processes, this agreement must be amended to reflect all material changes and then resubmitted to the Department for appropriate action.
- 10.12 Severability. If any provision in this Agreement is held to be invalid or unenforceable, it will be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the Agreement.
- 10.13 General Compliance and Assurances. The School and the Authorizer agree to comply with all applicable laws including, but not limited to, the Charter Law. In addition, the School and the Authorizer assure that they are eligible entities under the Charter Law.
- 10.14 Authority of Signatories: The signatories below represent that they have the authority to bind the School to full compliance with this Agreement.

[AUTHORIZER]

[SCHOOL]

By:

By:

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

ADDENDUM TO THE CONTRACT

Minn. Stat. §124D.10, Subdivisions 6(1-16) and 15(c) address charter contract requirements. A charter contract must be in writing and contain at least the following elements:

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

(1) A declaration that the charter school will carry out the primary purpose in Subdivision 1 (improve all pupil learning and all student achievement) and how the school will report its implementation of the primary purpose.

The primary purpose of Agamim Hebrew Language Charter School (DBA "Agamim Classical Academy") is to improve all pupil learning and all student achievement through a classical, Core Knowledge program that includes Modern Hebrew language study. Agamim will report the implementation of the primary purpose by reporting the pupil learning and achievement results and goals in the school annual report and at the annual meeting.

(2) A declaration of the additional purpose or purposes in Subdivision 1 that the school intends to carry out and how the school will report its implementation of those purposes.

Agamim seeks to increase learning opportunities for all pupils. Classical schools are exceeding outcomes for public school students, and classical students consistently outperform the state average on the MCAs by a wide margin. Classical programs are posting well above average gains for all students, including students of color, those who live in poverty, and children with special needs. The five cities we believe Agamim will draw enrollment from most directly are Golden Valley, Robbinsdale, St. Louis Park, Hopkins, and Minneapolis. In these cities, the children from traditionally underserved populations have limited options for excellence and are in large part not achieving at even the state average mark in math, reading, or science. (See table on pages 24-25). Agamim presents a new option and new capacity to meet these needs and will join the other classical schools in the metro who are proving that content-rich, academically rigorous, and virtuous character programs are helping to narrow achievement and access gaps. Most of the established Classical programs have over 500 to 1,000 students waiting to enter. As a first-year program, we do not anticipate having a waiting list for Agamim in the fall of 2015. Students interested in Agamim have a high chance of getting into the school in Kindergarten or first grade where research shows that the younger a child receives a high quality education, the better the outcomes for learning and future success. Agamim will report implementation of increasing learning opportunities for all pupils by reporting enrollment statistics in the annual report as well as at the annual meeting.

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

Measurable performance indicators and quantifiable targets for the operational period under the initial charter contract:

- a) Annual schoolwide SMART academic achievement goals address state and federal accountability expectations in mathematics and reading and establish rigorous, attainable increases in student achievement for the operational period under the charter contract.
- b) Annual results of student achievement in mathematics and reading show regular and consistent increases in student performance for the operational period under the charter contract with above average performance in math and reading when compared to the state, resident district, and or comparable schools.
- c) Reported growth measures of student achievement in mathematics and reading indicate students performing on grade level are making at least one year's expected growth when receiving one year of opportunity to learn and struggling students (below grade level) are making accelerated growth when receiving one year of opportunity to learn.
- d) Annual results of student achievement in 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, show regular and consistent increases in student performance for the contract term.
- e) Annual results of other school performance measures will address state and federal accountability targets for student attendance, and for graduation rates if applicable and will show regular and consistent increases in student performance for the contract term.

Mission: The mission of Agamim Classical Academy is to cultivate wise, virtuous kids who think critically, write clearly, and speak confidently in English and Hebrew.

Vision: The vision of Agamim Classical Academy is to instill a rigorous academic culture, focused on American values, virtuous character, and passion for the Hebrew language.

Families in Hopkins/Golden Valley and surrounding cities have confirmed parent demand for schools of choice. They show particular interest in world language-learning schools, as is demonstrated by the fact that all language school in the area have waiting lists and families are willing to cross school district borders to access these options. Agamim will offer these families a school choice unlike any other in this area. Agamim will be the only classical and Core Knowledge charter school located in the central western part of the metro, and will make history in becoming the first public elementary school program in all of the Midwest to have Modern Hebrew as its world language.

Classical education philosophy aims to refine students' intellect and develop virtuous character. Agamim's educational approach centers around a classical learning schema called the *Trivium* which organizes learning into three phases called **Grammar (K-4)** (amassing a wealth of important facts and skills), **Logic (5-8)** (synthesizing facts to make logical conclusions and think with structure), and **Rhetoric (9-12)** (communicating with wisdom and eloquence). Agamim will focus on the first two stages: Grammar and Logic. All academic disciplines including Modern Hebrew and virtue studies follow this *Trivium* framework for teaching and learning. The Agamim teachers will deliver a classical Core Knowledge curriculum using research-proven techniques that are shown to increase learning. Teachers will hold rigorous standards for excellence for students and teach with a high level of personal dynamism to generate student engagement. Agamim's approach will focus on purposeful memorization to enhance long-term retention in earlier grades and deeper questioning and critical thinking and problem solving skills in upper grades. Other methods include modeling, guided practice to lead students to mastery, and integration of data-driven instruction and assessments to determine if students are staying on track with MN state expectations. Memorization of facts and practice to mastery help students see when they are successful. Students are proud when they know they are successful, when they can prove they are learning. This self-knowledge is powerful in creating curious learners who seek knowledge on their own. All lessons contain a virtue emphasis to show students what it means to live a good life and that virtue must be developed just like content areas. This is important for students who may come from unstructured homes because it is empowering for children to understand that they can develop grit, gratitude, or zest and that these characteristics will help them be successful students and people, no matter what kind of family they came from. At Agamim, all children are empowered to know what virtue is and how to use it to succeed in school and in life. Agamim's program is language-intensive. Modern Hebrew is taught in an immersion style for one class period per day, and provides families looking for a challenging education one of the most rigorous world languages to learn. Reading curriculum focuses on early literacy and strong communication which helps *students strongly meet state standards* and is also a critical skill leveraged across the entire program. The sequenced nature of the curriculum provides unique opportunity to thoroughly embed state standards and make cross-curricular connections. Agamim knows it's essential to educate the next generation on what it means to be an American and recognizes that while this is an important responsibility of the American public school, more and more students are graduating high school without a sense of American identity. Grounding our students in uniquely American ideals such as liberty and *E Pluribus Unum* are an essential component to Agamim purpose as an American public school.

NEO Performance Indicators

NEO Academic Performance Indicator a) Annual schoolwide SMART academic achievement goals address state and federal accountability expectations in mathematics and reading and establish rigorous, attainable increases in student achievement for the operational period under the charter contract.

NEO Academic Performance Indicator b) Annual results of student achievement in mathematics and reading show regular and consistent increases in student performance for the operational period under the charter contract with above average performance in math and reading when compared to the state, resident district, and or comparable schools.

Goal #1: Based on current (planning year) enrollment assumptions, Agamim Classical Academy will meet the AYP index targets each year of operation for all NCLB student groups that meet the minimum group size of 20 students in math and in reading, therefore making AYP in both math and reading. (*NOTE: The proficiency targets are the same for AYP as they are for MMR.)

Rationale: This goal addresses NEO Indicator "a" because it addresses state and federal accountability expectations in math and reading as measured by AYP, a federal accountability measure. It establishes rigorous, attainable increases in student achievement from previous year because the AYP targets that MDE set increase each year. In addition, this goal addresses NEO Indicator "b" because if the school meets the goal it will show regular and consistent increases in student performance with rates of change equal to or greater than the state. Changes in AYP targets each year are based on changes in student performance in the state.

NEO Academic Performance Indicator c) Annual results of other school performance measures will address state and federal accountability targets for student attendance, and for graduation rates if applicable and will show regular and consistent increases in student performance for the contract term.

Goal #2: Based on current (planning year) enrollment assumptions, each year of operation, Agamim Classical Academy will achieve combined growth of all students enrolled a full year of at least 120% of expected growth in reading as measured by the NWEA MAP for Primary targeted growth and administered in the fall and spring of each year. The combined growth for students at grade level will be at least 100% of expected growth in reading as measured by the NWEA MAP for Primary targeted growth and administered in the fall and spring of each year. The combined growth for students below grade level will be at least 150% of expected growth in reading as measured by the NWEA MAP for Primary growth and administered in the fall and spring of each year.

Rationale: This goal addresses NEO Indicator "c". All students performing on grade level and struggling students combined will make accelerated growth. Meeting the NWEA MAP national average targeted growth would translate into a goal of all students combined making 100% of NWEA MAP targeted growth. Meeting and exceeding the NWEA MAP national average targeted growth translates into a goal of all students combined making 120% of NWEA MAP targeted growth. This takes into account the need for struggling students to make accelerated growth in reading.

Goal #3: Based on current (planning year) enrollment assumptions, each year of operation, Agamim Classical Academy will achieve combined growth of all students

enrolled a full year of at least 120% of expected growth in math as measured by the NWEA MAP for Primary targeted growth and administered in the fall and spring of each year. The combined growth for students at grade level will be at least 100% of expected growth in math as measured by the NWEA MAP for Primary targeted growth and administered in the fall and spring of each year. The combined growth for students below grade level will be at least 150% of expected growth in math as measured by the NWEA MAP for Primary growth and administered in the fall and spring of each year.

Rationale: This goal addresses NEO Indicator "c". All students performing on grade level and struggling students combined will make accelerated growth. Meeting the NWEA MAP national average targeted growth would translate into a goal of all students combined making 100% of NWEA MAP targeted growth. Exceeding the NWEA MAP national average targeted growth translates into a goal of all students combined making 120% of NWEA MAP targeted growth. This takes into account the need for struggling students to make accelerated growth in math.

NEO Academic Performance Indicator d) Annual results of other school performance measures will address state and federal accountability targets for student attendance, and for graduation rates if applicable and will show regular and consistent increases in student performance for the contract term.

Goal #4: Based on current (planning year) enrollment assumptions, each year of operation, all students will improve in Modern Hebrew language proficiency:

- *4a: Acquisition of Hebrew Language in Kindergarten.* Each year by the end of Kindergarten students will:
 - As measured by the ELLOPA, 75% of students will perform at the Novice-mid level in oral skills and Novice-high in listening each year.
 - As measured by a Letter Recognition Assessment, 50% of students will be able to recognize all Hebrew letters in their print form each year.
- *4b: Acquisition of Hebrew Language in First Grade.* By the end of Grade 1, students who have been enrolled at the school for at least two consecutive years beginning in 2015-2016 and then in 2016-2017:
 - As measured by the ELLOPA or OPI, 75% of students will be able to perform at the Novice-high level in oral and Novice-mid in written skills each year.
 - As measured by a Letter Recognition & Writing Summative Assessment, 75% of students will be able to write all letters of the Hebrew alphabet in print each year.
 - As measured by the ELLOPA or OPI, 75% of students will be able to perform at the Intermediate-low level in Listening each year.
 - As measured by a Summative Reading Assessment, 75% of students will be able to read at the Novice-mid level each year.
- *4c: Acquisition of Hebrew Language in Second Grade.* By the end of Grade 2 students who have been enrolled at the school for at least two consecutive years beginning in 2015-2016 and then in 2016-2017:
 - As measured by both OPI and Summative Reading & Writing Assessments, 50% of students will be able to perform at the Intermediate-low Levels in oral, reading and writing skills each year.
 - As measured by a Summative Listening Comprehension, 50% of students will be able to perform at Intermediate-mid in listening skills each year.

- As measured by a Summative Letter Recognition & Writing Assessment, 50% of students will recognize all the Hebrew letters in script form (Hebrew script is significantly different than print) each year.
- *4d: Acquisition of Hebrew Language in Third Grade.* By the end of Grade 3 students who have been enrolled at the school for at least two consecutive years beginning in 2015-2016 and then in 2016-2017:
 - As measured by both OPI and Summative Writing Assessments, 75% of students will function within the range of the low Intermediate-mid to Intermediate-low levels in oral and writing skills each year.
 - As measured by the Summative Reading Assessment, 75% of students will function within the range of the Intermediate-mid to Intermediate-low levels in reading each year.
 - As measured by a Summative Listening Comprehension, 75% of students will function within the range of the Intermediate-mid to Intermediate Low in listening skills each year.
- *4e: Acquisition of Hebrew Language in Fourth Grade.* By the end of Grade 4 students who have been enrolled at the school for at least three consecutive years (by 2017-2018):
 - As measured by both OPI and Summative Writing Assessments, 50% of students will continue function at the low Intermediate-mid level in oral and writing skills.
 - As measured by both OPI and Summative Writing Assessments, 25% of students will function at the Intermediate-mid level in oral and writing skills.
 - As measured by Summative Reading Assessments, 50% of students will continue to function at the Intermediate-mid level in reading.
 - As measured by Summative Reading Assessments, 25% of students will function at the strong Intermediate-mid level in reading.
 - As measured by the OPI, 75% of students will function at the strong Intermediate-mid in listening skills.

Goal #5: Based on current (planning year) enrollment assumptions, the percentage of K-3 students who receive one or more discipline referrals to administration will be no more than 20% in the first year of operations. The percentage of K-4 students who receive one or more discipline referrals to administration will be no more than 15% in the second year of operations. The percentage of K-5 students who receive one or more discipline referrals to administration will be no more than 10% in the third year of operations.

NEO Academic Performance Indicator e) Other school performance goals will address state and federal accountability targets for student attendance, and for graduation rates if applicable.

Goal #6: Based on current (planning year) enrollment assumptions, Agamim Classical Academy will make AYP in attendance (meet at least a 90% attendance rate) each year of operation. (*NOTE: The proficiency targets are the same for AYP as they are for MMR.)

(4) A statement of admission policies and procedures.

Agamim Classical Academy will comply with all statutes and regulations regarding the process of accepting applications and admitting students including Minnesota Statutes 124D (Charter Schools) and 363A (Human Rights).

Agamim has been founded to meet the extensive demand for classical education and second-language learning in the western suburbs, where schools offering these options have hundreds of students on their waitlists.

ENROLLMENT INTEREST & GOAL: Agamim Classical Academy has **153 intent-to-enroll forms** from families who would like to send their children to Agamim. This exceeds first-year enrollment goal of 100 students. This intent-to-enroll number has been achieved via outreach through community fairs, social media, and one-on-one contacts with potential families. Agamim held its first parent-information event on May 19, 2014, at the Byerly’s community room in St. Louis Park and has held four more since then. We will host events on a monthly basis until Agamim’s on-time enrollment application period closes in January, 2015.

OUTREACH TO EDUCATIONALLY & ECONOMICALLY DISADVANTAGED, HARD-TO-REACH GROUPS: Agamim was founded on the core value of *E Pluribus Unum* (“From the many, one”). It is therefore committed to attracting a diverse group of families and creating a unified school culture focused on classical education, academic rigor, American values, virtue, and Modern Hebrew language. Over the last four years, Agamim’s founders have met with a diverse cross-section of more than 150 civic, community, education, and religious leaders.¹ Many of these leaders work with or serve immigrant, low-income, and hard-to-reach populations. Through these meetings, Agamim has developed a core of community supporters who are willing to assist Agamim in developing community-appropriate marketing materials to the Somali, Spanish-speaking, and Russian-speaking communities.

INFORMING THE COMMUNITY: As in the past, Agamim will table at community fairs in the target communities Minneapolis, Golden Valley, Hopkins, St. Louis Park, and Robbinsdale. Additionally, Agamim will regularly communicate with the more than 150 supporters on its electronic mailing list² and on Facebook to crowd source potential outreach opportunities in the community.

Where: Agamim plans to locate in the Golden Valley/Hopkins area and recruit from the Golden Valley, Hopkins, Minneapolis, Robbinsdale, and St. Louis Park area for three reasons. **First, there is no public classical school within a five-mile perimeter of Hopkins and every existing public classical school within 15 miles has a waiting list of over 100 students for Kindergarten alone³. In fact, there are nearly 400 students on the list for Kindergarten at the three classical schools closest to where Agamim plans to site. Further, Agamim will be the first classical school in the area to include Modern Hebrew as the second language offering.** Second, St. Louis Park High School has had an existing Modern Hebrew language program for more than a decade. It has 63 students registered

for 2014-15 and offers intermediate, advanced and International Baccalaureate levels. This demonstrates a continuous and long-term interest in the community for learning Modern Hebrew in a public school setting. Agamim will provide students an opportunity to study beginning Hebrew at the elementary level in a public school setting. Students will then have the opportunity to continue their intermediate and advanced study at St. Louis Park High School, if they wish. Third, in Fall 2013, *more than 500 students* were on waitlists for world-language schools in the targeted districts. In community conversations, Agamim has found that many parents value the opportunity to have their students learn an additional world language in elementary school because they know that it improves academic achievement across all subjects and allows students to learn about the culture of another country. [Because these parents are outcome-focused, they often report that they appreciate the combination of classical education with a highly rigorous and logically structured world language option of Modern Hebrew.](#)

How: Agamim will use a variety of communication methods including: one-on-one contacts at fairs, youth sports events, swim schools, and community meetings; flyers; tabling at fairs, concerts, and parks; written press; social media; mailings to local childcare providers, and its internet site to market the school and recruit students. **Outreach efforts will be presented in English and Spanish. Spanish has been chosen because the largest primary home language in the surrounding districts, other than English, is Spanish.**⁴

Flyers: *Flyers in English and Spanish* outlining the mission and vision for the school and providing invitations to community meetings will be distributed at key locations to reach all members of the community. Key locations include: preschools, childcare/Head Start centers, libraries, religious gathering places, family centers, adult education centers local grocery stores, nail and hair salons, community centers and restaurants, youth sports events. Because many economically disadvantaged families do not have regular access to internet, flyers will be a cornerstone of recruiting efforts.

Presentations at Community Meetings: In addition to distributing flyers, Agamim will make presentations at community meetings and attend community fairs/events at the key locations listed above. Based on Agamim's experience at community fairs over the last two years, they are a good place to connect with young families. That is because they include free entertainment for children that tends to draw families from a variety of backgrounds. Additionally, Agamim will reach out to its already established community contacts and ask to table or present at community events or meetings. Tabling at health clinics during free vaccination days, at a community center during youth sports events, at church rally day, or at farmers' markets and/or local grocery stores are examples of how Agamim will connect to economically disadvantaged families and hard-to-reach populations (*See pages 42 and 43 for more information). Agamim will also invite families to playdates at local parks or community centers where they can learn about the school and meet other interested families.

Electronic Media: Agamim has a website, Facebook page and email list. Agamim posts on the Facebook site with regularity to keep interested parties engaged. Both sites will provide detailed information about the school's instructional model and application and lottery steps. The website will also include contact information for families seeking more

information in Spanish. Emails are sent 1 to 2 times per month to share events and important updates with partners.

Press Release Campaigns: Agamim will send press releases to the community/ethnic newspapers regarding upcoming community meetings.

When:

- Continuously maintaining relationships created through previous community outreach;
- Continually engaging in thorough outreach designed to be accessible to diverse communities with an emphasis on the time prior to and during Agamim's open enrollment period;
- Regularly reaching out to communities in recruiting area through community fairs and other events and promoting the opportunities that Agamim offers;
- Consistently emphasizing the benefits of being multi-lingual through a language-integrated program.

Additionally, Agamim is committed to providing students transportation to school, which is a key concern for low-income parents and will assist with outreach efforts. Because Agamim does not yet know the location of its students, it has not yet developed bus routes. Finally, during its community conversations, Agamim consistently heard that uniforms were important to families as it reduced the family-clothing budget and lessened the visibility of socio-economic disparities. Agamim will require its students to wear uniforms in order to create a unified school culture and a focus on academic learning.

LOTTERY & APPLICATIONS: The Agamim Board has adopted an enrollment and lottery policy and posted it on its website.

LOTTERY PROCEDURE: Agamim will hold up to three lotteries per grade beginning with its highest grade and proceeding in descending grade order, based on timely applications received. Lotteries will be held for a given grade only if there is at least one more applicant than the board-determined class size at that grade—for example, 28 applications for 25 student slots in a grade. Agamim's 2015-16 lotteries will be conducted using an electronic randomizing process for each of the grade levels containing on-time applications for 2015-16. The electronically randomized lists will become the waiting list for each grade, with the randomized list of siblings for a given grade being placed in the first places on the waiting lists (beginning in Y2), the randomized list of staff children being placed immediately following the sibling applicants (beginning in Y2), and the randomized list of general applicants being placed immediately following the staff children applicants. See Minn. Stat. § 124D.10 (2012) (stating that charter school shall give enrollment preference to sibling of enrolled pupil and to foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot).

Starting in the first enrollment period, in February 2015, if a student is admitted through the general lottery and that student has one or more siblings in other grades also subject

to a lottery, these siblings are automatically admitted as long as available enrollment as determined by the Board remains in the applicable grades.

WAITING LISTS & OFFERS OF ENROLLMENT: Waiting list applicants are moved to an enrollment offer list based on the number of available places in any given grade, starting with the applicant in the first place on the waiting list. Offers of enrollment will be made first to Agamim sibling applicants (beginning in Y2), if any, according to available places in classrooms; second to staff-children applicants (beginning in Y2), if any, according to available places in classrooms if all sibling applicants on the waiting list have been exhausted; and third to general applicants, if any, according to available places in classrooms if all sibling and staff-children applicants on the waiting list have been exhausted.

Once all lotteries have taken place, all waiting lists have been generated, and enrollment offer indication/databases have been populated for each grade based on places available in classrooms, lottery emails and/or letters will be generated. Notification will be sent to all applicant families in mid- February indicating the applicant's place on the grade-level waiting list for the grade to which they have applied, or indicating that they have been offered a place in a classroom at Agamim Classical Academy for the following school year. The lottery results sent to families are generated from the randomized waiting lists.

The time period a family has to accept or decline an offer of enrollment is based on when the offer of enrollment is made and will be stated in the letter or email and posted on the website. Note that a failure to respond to an enrollment offer within the set response time constitutes a declination of the offer.

Agamim's waiting lists do not carry over from year to year. If a child does not receive a place at Agamim for the school year to which they are applying and they remain interested in the school, s/he will need to submit a new application during the next on-time enrollment season to be included in the grade-level waiting list lotteries for the following or another subsequent school year.

MID-YEAR PLACEMENT: Agamim will fill places in classrooms that become available through the end of the first semester of the school year.

APPLICATION & LOTTERY TIMELINE, 2015-16: The timeline for on-time applications, lotteries, and the lottery mailing for the 2015–16 school year is as follows:

November 3, 2014—Applications for the 2015-16 Agamim Classical Academy school year are posted in the Enrollment Materials section of Agamim's website and in the school's main office.

January 30, 2015—On-time application deadline for 2015-16. Applications received after the deadline will be placed at the bottom of the appropriate grade-level waiting list. *(Applications are considered on-time/timely during the "Enrollment Season" are those received between November 3, 2014 and January 30, 2015. It does not matter when in*

that time period the application was received, i.e., applications received at the beginning of the enrollment season are treated the same as those received at the end of the enrollment season.)

February 2015 — Grade-level lotteries for the 2015-16 school year will be held in early February. Families of applicants will receive notification in mid-February indicating their child's place on the waiting list or that their child is being offered a spot at the school.

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

GOVERNANCE & MANAGEMENT TEAM: Agamim Classical Academy was founded to provide all students with a rigorous academic foundation that helps students thrive as learners, people of character, and as engaged members of their community. To help ensure the academy upholds this educational goal for all students, Agamim will be governed and managed by a well-qualified, skilled, and dedicated team.

ROLES & RESPONSIBILITIES OF BOARD MEMBERS: Agamim's board of directors play a critical role of stewardship in ensuring the health and long-term viability of the school to serve current and future generations of students. To this end, board members have an important list of responsibilities that comport with standards of excellence as recommended by national charter school and governmental agencies and as agreed upon with our charter authorizer. [High-performing Board members must be personally aligned with the school's brand identity, mission, vision, and reason for existence, understand how to create a strategic plan that helps the school continue to improve and exceed standards for public schools, reflect the virtue and high professional standards befitting an Agamim board member, be knowledgeable about the school's finances and be prudent managers of public funds, network in the school and wider communities to obtain key resources and build a coalition of supporters for the school, provide the school leaders with oversight and support, and evaluate the success of the school's overall program.](#)

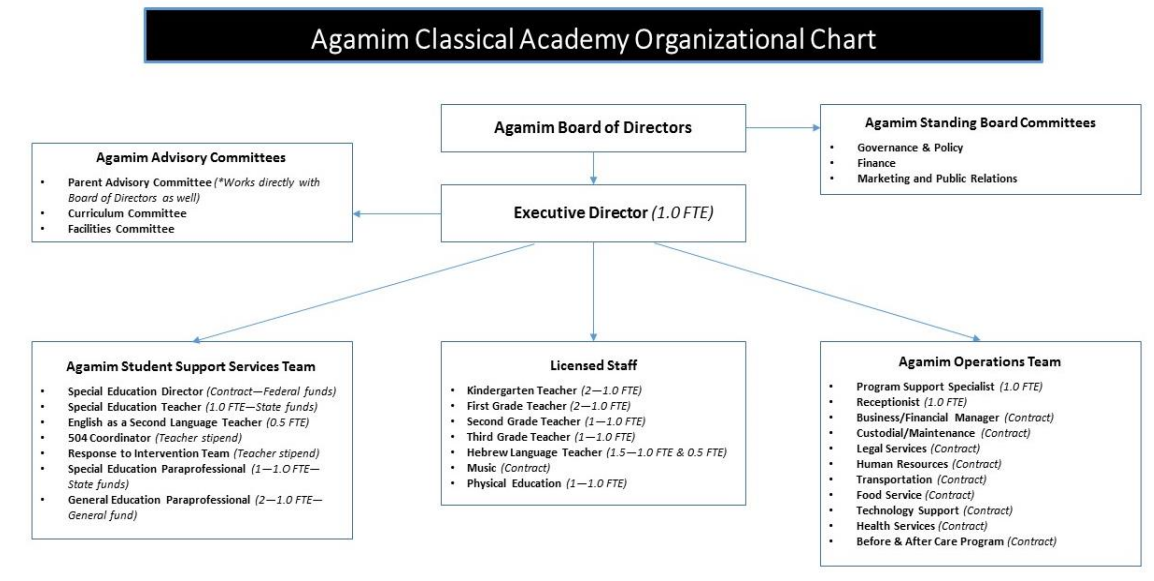
ADMINISTRATIVE PLAN: EXECUTIVE DIRECTOR ROLES, & RESPONSIBILITIES:

In the planning year, the Executive Director is responsible for overseeing all start-up tasks including outreach and marketing, enrollment events, hiring and training of staff and faculty, procurement for educational materials and equipment, and operations. When the school opens in the fall of 2015, the Executive Director will serve as the instructional leader of the school in charge of program development and oversight and all faculty professional development, the daily operational manager and supervisor for all staff, partner to the Agamim Classical Academy board in the areas of compliance and mission adherence, and reporting manager to the Minnesota Department of Education (MDE) and to the school's authorizer Novation Education Opportunities (NEO).

Evaluation of student assessment data is fundamental to determining if the school has met or is making progress towards meeting its annual goals. Summative evaluation is used to determine the effect of the professional development process on student outcomes. The instructional leadership will analyze student-assessment data, including standardized assessments, quarterly assessments and teacher-generated summative

and formative assessments. Student-assessment data will be evaluated in the aggregate as well as broken down into disaggregated groups. The Executive Director will provide updates on the academic progress of the students at regular board meetings.

BOARD COMMITTEES: To support the school leadership team and engage key stakeholders in the ongoing continuous improvement of the school, the Agamim Classical Academy Board of Directors will establish a committee structure to include three official board committees and three advisory committees. Agamim’s standing board committees include: 1.) **Governance and Policy** (responsible for developing and maintaining policies, recruiting and onboarding board members, developing and managing board member election processes, working with the board chair and executive director to promote strong school governance and leadership, conducting board self-assessment, strategic planning), 2.) **Finance** (responsible for financial oversight and long-term viability of the school, oversight of financial reporting to board of directors and to external authorities and organizations to ensure compliance, and 3.) **Marketing and Public Relations** (responsible for promoting and raising awareness about Agamim to internal and external audiences, brand development and management, enrollment recruitment and outreach), and each will be chaired or co-chaired by a board director. Our three advisory committees are: Parent Advisory Committee, Curriculum Committee, and Facilities Committee all to be chaired or co-chaired by Agamim’s Executive Director.



FINANCIAL MANAGEMENT: The school will contract for accounting services to manage the day-to-day financial operations of the school, which will be implemented by the school’s full-time bookkeeper, in coordination with and oversight by the principal and board treasurer. The contracted accountant, with support from the principal, will prepare and report on the school budget, the annual operating and capital budgets, and cash-flow projections.

Agamim's Business and Operations Manager will be hired by the Agamim Classical Academy Board and will report to the school's Executive Director. The Agamim founding board will develop a hiring process for the business manager, which will be led by the board's finance committee chair. It will include input from both internal and external experts in the area of school finance and financial processes in order to ensure that the qualifications are sufficient and that the person who is ultimately selected meets all qualifications. The Agamim treasurer/finance committee chair together with the Executive Director and the business manager will work together each year to develop the annual budget for the following school year. This committee will utilize the assistance of experts on school finance, and particularly charter school finance, as needed to ensure the revenue and expense projections are accurate. The Executive Director and/or business manager will provide financial statements to all board members prior to each regular board meeting as well as any called meetings at which the board will be discussing financial matters. In addition, the business manager or his/her designee will be in attendance at all such board meetings to present the financial statements and to answer any questions.

(6) Signed agreements from charter school board members to comply with all

federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools.

(7) The criteria, processes, and procedures that the authorizer will use to monitor

and evaluate the fiscal, operational, and academic performance consistent with Subdivision 15, paragraphs (a) and (b).

NEO Oversight Plan for Operating Schools

This oversight and evaluation plan serves as a template for all charter schools authorized by NEO. If necessary, this plan may be amended and adapted for specific charter schools. As a charter school authorizer, NEO takes very seriously its responsibility to ensure quality programs in its authorized schools.

NEO will hold authorized schools accountable in four major areas: governance, student/school performance, operational and financial. NEO's expectations for charter school accountability plans in each of these areas are stated below, under School Performance Indicators. NEO's ongoing oversight of authorized schools will include the following activities:

Governance

- NEO will attend at least two charter school board meetings annually.
- The school will provide NEO reports that will give feedback as needed.

Student/School Performance

- NEO will review the School Annual Report with special emphasis on the student performance information and identify areas where NEO has concerns based on the provisions of the Charter Contract.
- NEO will review the MDE School Report Card annually with special emphasis on the student performance information and identify areas where NEO has concerns based on the provisions of the Contract Agreement.

Operational

- NEO will review charter school board meeting minutes and monitor school policy revisions as needed.
- NEO will make periodic site visits; at least two annually, to view the school's operation, discuss school/authorizer issues, and meet with staff, parents, community and students (if applicable). One visit will be designated an Annual Site Visit and will use the attached *NEO Charter School Annual Site Visit Report Form*.
- NEO will attend a sampling of school student activities.
- NEO will review school compliance with required state reporting deadlines and identify any areas where NEO has concerns based on the provisions of the Contract Agreement.

Financial

- The monthly financial statement provided to the school's board will also be provided to the NEO who will comment as necessary.
- NEO will review the annual budget of the school and provide comments as necessary.
- NEO will review the school's Annual Financial Audit and identify any areas where NEO has concerns based on the provisions of the Contract Agreement.

(8) The performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 15;

NEO Evaluation Plan

The Performance Indicators listed below outline how NEO will evaluate the performance of its authorized schools. The Program Model indicators are general principles the charter operators are asked to bear in mind in designing their accountability plan and in operating the school. The remaining four Performance Indicators areas are aspects the charter operators are expected to address in their operations and will be continually reviewed by NEO.

Through a combination of data gathered directly at site visits and data reported by the charter school operators, NEO will ensure that its authorized schools meet these Performance Indicators:

- 1) Program Model Performance Indicators:
 - a) The program model is consistent with that described in its application and statutory provisions.
 - b) Parents, staff, board and students have a clear understanding of the program model and mission of the school.
 - c) The curriculum supports the school mission and program model, is aligned to the Minnesota Academic Standards, and is implemented with fidelity.
 - d) Job-embedded staff development supports the mission, the program model, and continuous school improvement.

- 2) Schoolwide Educational Performance Indicators:
 - a) Annual schoolwide SMART academic achievement goals address state and federal accountability expectations in mathematics and reading and establish rigorous, attainable increases in student achievement for the operational period under the charter contract.

 - b) Annual results of student achievement in mathematics and reading show regular and consistent increases in student performance for the operational period under the charter contract with above average performance in math and reading when compared to the state, resident district, and or comparable schools.

- c) Reported growth measures of student achievement in mathematics and reading indicate students performing on grade level are making at least one year's expected growth when receiving one year of opportunity to learn and struggling students (below grade level) are making accelerated growth when receiving one year of opportunity to learn.
 - d) Annual results of student achievement in 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, show regular and consistent increases in student performance for the contract term.
 - e) Annual results of other school performance measures will address state and federal accountability targets for student attendance, and for graduation rates if applicable and will show regular and consistent increases in student performance for the contract term.
- 3) School Climate and Satisfaction Performance Indicators:
- a) Student retention rates show improvement over time for all subgroups enrolled in the school.
 - b) 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, and community members.
 - c) Perception measures of safety (e.g. surveys, focus groups, etc.) indicate students and parent perceive the school environment as safe for all student groups.
- 4) Operational Performance Indicators:
- a) The Charter School Board is organized consistent with state law and follows good governance practices including:
 - i) no conflicts of interest for any members;
 - ii) compliance with the Minnesota open meeting law;
 - iii) following own by-laws;
 - iv) adopting required policies; and
 - v) developing a strategic plan (optional).
 - b) The Board meetings are conducted following parliamentary procedure including a published agenda, minutes of previous meetings, and a defined meeting process.
 - c) The Board makes key school decisions including:
 - i) setting the policies of the school;
 - ii) setting performance expectations consistent with the contract with the authorizer
 - iii) adopting an annual budget and monitoring/reviewing the budget regularly;
 - iv) approving all expenditures;
 - v) reviewing and accepting the annual audit;
 - vi) reviewing school academic performance regularly;
 - vii) reviewing the annual report;

- viii) adopting an educational improvement plan (could be a School Improvement Plan, or included in a strategic plan);
 - ix) reviewing the performance of the school's lead administrator at least annually.
 - d) The Board has a "board development plan" including annual training.
 - e) Appropriate management by school leadership are reflected in a variety of summary data including:
 - i) staff qualifications/licensure compliant with state requirements;
 - ii) staff selection process fair and appropriate;
 - iii) staff assignments and turnover reasonable;
 - iv) enrollment process implemented with fidelity and projections are reasonable;
 - v) transportation system functioning well;
 - vi) established complaint and resolution procedures implemented with fidelity;
 - vii) state reporting completed accurately and timely;
 - viii) Board policies implemented; and
 - ix) appropriate insurance acquired and maintained.
 - f) 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:
 - i) non-discrimination laws followed;
 - ii) health and safety laws adhered to.
 - iii) state testing and accountability requirements implemented with fidelity; and
 - iv) special populations such as students with disabilities and English Language Learners, appropriately served.
 - g) Teacher evaluation and leadership evaluation indicates strong focus on improving instruction.
 - h) Facilities are appropriate and adequate including
 - i) the school has adequate space.
 - ii) the lease provisions implemented.
- 5) Finance Performance Indicators
- a) 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.
 - b) The school finances are appropriately managed as evidenced by the audit and monthly reports.
 - c) State finance reports are filed appropriately and on time.
 - d) State/federal taxes, pensions, insurance, etc. are paid as required.
 - e) The budget includes revenue for anticipated future needs, i.e. a reserve fund.
 - f) The patterns of expenditures are consistent with the mission, program and goals of the school.
 - g) The school audit contains no material findings.

NEO Interventions

The Charter Advisory Council will monitor authorized schools' progress continuously to ensure contract compliance. Monitoring may consist of an informal visit a formal Annual Site Visit, phone conference with charter school director or Board members, or reviewing documents that are relevant to achievement of the NEO Performance Indicators. If NEO has no cause for concern, monitoring will occur:

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

If there is reason for concern, NEO will monitor as often as needed to ensure issues are addressed. If discrepancies are found, the school will be contacted for corrections and may be required to submit a plan for correction. If discrepancies are serious, the NEO Board of Directors will consider terminating its authorization of the school.

If issues indicating potential concern are identified during the oversight process, NEO will implement a range of interventions with the authorized school. Intervention will be triggered if a school is unable to meet or make reasonable progress toward meeting its academic and school program goals. Intervention will also be triggered if there is reason to believe any of the following has occurred:

- Unlicensed teachers
- Special Education violations
- Child abuse
- Violations of the open meeting law
- Financial improprieties
- Conflict of Interest
- Improper charter school board election procedures
- Improper admissions procedures
- Allegations of sectarian activities
- Any other violations of the law

An intervention could be triggered through an observation in the course of a formal or informal site visit, an investigation by the MDE, a parent/stakeholder complaint, a news report, or the auditor issuing a finding. Interventions may take the form of:

- Informal site visit
- Formal site visit
- Letter of inquiry
- Full audit
- Document/Record review
- Interviews
- Letter of demand (to come into compliance)

(School) and NEO agree that the school's operation under the Agreement shall be

measured by the school performance indicators set forth in the contract including academic outcomes for individual students and for the school as a whole, and standards for governance, financial management, and school operation as described in the Commissioner- approved authorizer application. Academic outcomes will be assessed using multiple indicators that will include state and nationally norm-referenced tests. The school will be monitored on an ongoing basis, with an annual Site Visit utilizing the NEO Charter School Annual Site Visit Report Form and a formal evaluation carried out in the final year of the contract. If the school is unable to meet or make clear progress toward meeting its Governance, Educational, Operational, or Financial Performance Indicators, NEO will advise the school of its concern, and may carry out interventions to assist the school in improving in the areas of need. If a school remains unable to improve learning as shown by quantifiable results on the

Performance Indicators, it will ultimately be subject to closure.

(9) Types and amounts of insurance liability coverage to be obtained by the charter school, consistent with Subdivision 8, paragraph (k).

Notwithstanding anything to the contrary in this Agreement, the School will be considered a school district for the purposes of tort liability under Minnesota Statutes Chapter 466. The School will comply with Minnesota Statutes 124D.10 Subdivision 6(8), and obtain tort liability insurance and Minnesota Statutes, section 124D.10, Subdivision 8(k) and section 466, which further define the required types and amounts of insurance and provide NEO with appropriate documentation on an annual basis. The School will acquire and maintain not less than one million five hundred thousand dollars of insurance coverage. The School agrees to provide the Authorizer with certificates of insurance at least annually or as otherwise requested by the Authorizer. The Authorizer will be automatically notified by the School's Insurers if there are any coverage changes or cancellation notice. (See Contract Section 6.14)

(10) Consistent with Subdivision 25, paragraph (d), a provision to indemnify and hold harmless the authorizer and its officers, agents, and employees from any suit, claim, or liability arising from any operation of the charter school, and the commissioner and department officers, agents, and employees notwithstanding section 3.736.

The School will assume full liability for its activities and indemnifies and holds harmless the Authorizer, its officers, board members, representatives, agents and employees from any suits, claims, or liability and the Education Commissioner and department officers, agents, and employees arising out of or in any manner connected with the School's operations or which are incurred as a result of the reliance of the Authorizer upon information supplied by the School, or School Board and its agents or employees, or which arise out of the failure of the School to perform its obligations under this Contract or which arise out of the Authorizer's exercise of its obligation under Applicable Law or enforcement of this Contract. The School and Authorizer acknowledge and agree that the Authorizer, the Authorizer's Board members and employees, are immune from civil

and criminal liability with respect to all activities related to the School, pursuant to the Charter Law, Minn. Stat. §124D.10, and nothing in this Agreement is intended to affect such immunity.

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

The term of this contract shall be from January 26, 2014 to June 30, 2020.

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

COMPLIANCE WITH THE INDIVIDUALS WITH DISABILITIES ACT: As a public charter school, Agamim Classical Academy will provide a continuum of services for students with disabilities and in compliance with IDEA and Section 504 of the ADA. As a classical, content-intensive school, least restrictive environment is more than a mandate for inclusion—it is a necessity for students to receive the content and skills instruction we believe are fundamental to living an intellectual and virtuous life. For Agamim, what is a least restrictive environment is defined by the student’s IEP team and in accordance with best practices for the students’ severity of need. Agamim will follow a “push in” model with special education teachers entering the classroom to provide small group instruction or team teaching with the general education teacher. Pushing in keeps the special education student in the primary learning environment. Inclusion enriches all student experiences as they understand what it is like to interact with a wide range of learners and allows for enhanced collaboration between special and general education teachers. An added benefit of the push in model is that it provides special educators an opportunity to observe regular education strategies and student behaviors. It may also help ensure that IEP goals and objectives relate to the work being done in the homeroom classes. “Pull out” may be required for intensive one-on-one work or small group work (speech therapy or social skills) that controls for volume, minimizes distractions, and/or protects the dignity or privacy rights of the student. For most students, the push in model or limited pull out will mean students are in the general education setting for more than 80% of their day and learning alongside their peers.

To assist the Executive Director in overseeing the school’s special education compliance and reporting, fiscal monitoring, policy creation, curriculum and resource development, staff training, and daily instructional programming, Agamim will follow a fair and open process to contract with an appropriately licensed special education director and part-time coordinator (as needed). The school also will hire at least one special education teacher who may or may not be full-time in year one, contract with service providers

(such as OT, psychology, speech, ASD, PI, etc.), and hire one-to-one or program paraprofessionals as called for in the student's IEP.

CHILD FIND PROCESS: Agamim Classical Academy will publish the school's Child Find Process in the school's Total Special Education Systems (TSES) manual, on its website, and in the Student/Parent and Employee handbooks. School staff will be trained to know the Child Find Process to locate, identify, evaluate, and support children in a timely way who may need special education services.

In the summer before school begins, Agamim will form a Response to Intervention (RTI) Team comprised of the Executive Director, Special Education Director/Coordinator, Special Education Teacher, School Psychologist, English Learning Teacher, and two grade level teachers. This group will be tasked with creating and publishing for staff and parents the school's RTI Framework which will include the following elements: identify student areas of need (attendance, D/F list, discipline referrals, teacher referrals, etc.); set goals for improvement; create a research-based intervention plan; collect data; monitor student progress (about every 6-8 weeks); and determine if a second intervention is needed or if a referral to support services is required. The RTI team will implement *three tiers of intervention* with corresponding research-supported interventions and best practices for each. Tier 1 will focus on best practice at the whole classroom level (e.g., reading program, skills baseline testing). For students whose needs are not being met in the Tier 1 program, the RTI team will move to Tier 2. In Tier 2, the team will create an intervention plan (e.g., small group re-teaching or previewing classes), review the plan for efficacy in about 6 weeks, implement a second intervention if needed, and review the second plan for efficacy in about 6 weeks. For students in need of additional support beyond Tier 2 to meet expectations, Tier 3 will involve more intensive supports like after-school tutoring and academic mentoring, one-on-one support, or possible referral to the English Language teacher, special education, or other services for a comprehensive evaluation.

Special circumstances: At any time in the year, if 1) a student's parent requests a referral or 2) produces documentation of a current medical diagnosis or previously existing or current IEP (including an early childhood IEP), or 3) if the student is admitted to a treatment program, the school will respond swiftly and refer the student for evaluation for special education or convene a team meeting to determine if a 504 or other plan is most appropriate. If the child is in a treatment program, the school will work with the program and parents to determine if an evaluation will take place while the student is in the program or will wait until the child returns to school. Additionally, students whose Home Language Questionnaire indicates English is not the family's primary language spoken at home, Agamim's EL teacher will conduct an assessment (WIDA English Proficiency screening test) to determine whether or not the child is eligible for EL services. If the student is eligible, similar protocols listed above for least restrictive environment, tiered interventions, push in/pull out will apply as appropriate to meet the student's needs.

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

Child Find: A child find process for identifying and potentially referring students for intervention and/or assessment of special education needs will include:

- Special education information in marketing materials, on the school's web site, and in brochures
- Information requested on Transfer of Records request.
- Questions asked on home visits.
- Examination of records of incoming students.
- Parental Request for evaluation.
- A child study team will monitor and research the needs of any child suggested for assessment, service and/or other help.
- Classroom teachers will be in-serviced on pre-referral and referral procedures
- Procedures necessary to ensure parents are consulted, informed, and kept apprised.
- Proper management of a student IEP including the provision and monitoring of all required educational and related services.
- The various forms and documents that must be prepared, updated and filed related to a special needs student including initial referrals, and more.
- A procedure for maintaining confidentiality and accurate and timely reporting.
- Data collections as required by IDEA, and the state; for example, the number of students being provided special education services; the types and numbers of students exempted from state assessments; the basis of exit of students with disabilities from the school.

IEP: The Case Manager will follow all Special Education due process laws. The Case Manager will facilitate an annual IEP meeting to review students' progress, strengths, weaknesses, present level performance, and consult with all team members including parents regarding students' progress or lack of progress. Goals and objectives will be written in accordance to students' disabilities and needs. The team will also review and discuss appropriate adaptations, modifications, test assessments, technology needs and transportation needs. After the meeting, the Case Manager will follow Minnesota Special Education best practice policies; which is to have the IEP written and sent out within 4 days, giving parents 10 days to review the IEP. The IEP will be implemented after the IEP has been agreed upon and signed by the parent or after the 14 days. At this time, all relevant teachers will be notified of the student's adaptations and

modifications of the IEP. The goals and objectives will be monitored and reported in writing as often as the general education student body is monitored as reported, and parents will be notified of progress in writing.

Staffing: The school will contract with a third party firm or individual (TBD) to serve as the Special Education Director to provide leadership and guidance in the area of special education. With the assistance of the contracted third party special education director, we will develop a Total Special Education System Manual and comply with all state and federal requirements as outlined, to ensure that the needs of special education students are met. In addition, the school will hire a Special Education Teacher (multiple licenses preferred) and as many HQ Special Education Assistants as required by the IEPs. All Special Education staffing and supplies are outlined in our budget, including the SPED director in the Budget. Currently, over 90% of the expenditures for SPED are billed to the home district of student residence and the school will receive additional resources from Federal SPED payments.

504 Plans:

Law: Section 504 is a civil rights law that prohibits discrimination against individuals with disabilities. Section 504 ensures that the child with a disability has equal access to an education. The child may receive accommodations and modifications. Unlike the Individuals with Disabilities Education Act (IDEA), Section 504 does not require the school to provide an individualized educational program (IEP) that is designed to meet the child's unique needs and provides the child with educational benefit. Under Section 504, fewer procedural safeguards are available to children with disabilities and their parents than under IDEA.

Child Find: Similar to the special education program, a child find process for identifying and potentially referring students for determination of eligibility 504 needs will include:

- Special education information in marketing materials, on the school's web site, and in brochures
- Information requested on Transfer of Records request.
- Questions asked on home visits.
- Examination of records of incoming students.
- Parental Request for evaluation.

504 Plan: A 504 plan will be developed by appropriate and qualified staff that meets the requirements of the law. This plan will assure non-discrimination and full rights to FAPE. Examples of 504 eligibility include those students that narrowly miss qualifying for SPED services, students with injuries, physical handicaps, and others.

Staffing: As a small charter school, the school will assign the duties of 504 plans to a teacher or administrator, with assistance from the Special Education director.

Agamim Classical Academy acknowledges the provisions of Minnesota Statutes, section 124D.10, and rules regarding its obligation to provide certain data to the Commissioner.

At such time as Agamim has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the school shall provide to the Commissioner a description of the financial parameters within which the school will operate to provide special education instruction and services to such children.

(13) The specific conditions for contract renewal that identify performance under the primary purpose of Subdivision 1 (improve all pupil learning and all student achievement) as the most important factor in determining contract renewal.

The Minnesota state charter statute provides that the renewal and termination conditions identify performance under the primary purpose of Subdivision 1 (improve pupil learning and student achievement) as the most important factor in determining contract renewal. Charter renewal will be part of an ongoing collaborative process between NEO and the authorized school’s leadership, culminating in the school filing an application for renewal of the authorization contract. The U.S. Department of Education has recommended that as a matter of good practice, charter authorizers should “Collect sufficient evidence on both student performance (e.g., achievement test results) and school performance (e.g., financial viability) in order to build a solid case for school renewal or closure.”⁵

The following are the conditions that identify performance under the primary purpose of Subdivision 1 (improve all pupil learning and all student achievement) as the most important factor in determining contract renewal, as approved in the school's Affidavit to MDE.

When	Agamim Classical Academy Will Demonstrate Improvement in All Pupil Learning and All Student Achievement	Data Sources	How Analyzed
April 2016- April 2020	Agamim Classical Academy will meet the AYP index targets each year of operation for all NCLB student groups that meet the minimum group size of 20 students in math and in reading, therefore making AYP in both math and reading.	MDE Data Center AYP report	Index rates meet or exceeds targets

⁵ Supporting Charter School Excellence Through Quality Authorizing, prepared by Public Impact and WestEd for the U.S. Department of Education, Office of Innovation and Improvement, 2007.

June 2016- June 2020	Each year of operation, Agamim Classical Academy will achieve combined growth of all students enrolled a full year of at least 120% of expected growth in reading and math as measured by the NWEA MAP for Primary targeted growth and administered in the fall and spring of each year. The combined growth for students at grade level will be at least 100% of expected growth in reading and math as measured by the NWEA MAP for Primary targeted growth and administered in the fall and spring of each year. The combined growth for students below grade level will be at least 150% of expected growth in reading and math as measured by the NWEA MAP for Primary growth and administered in the fall and spring of each year.	NWEA MAP report provided to NEO each year beginning in spring 2016	Percent of NWEA MAP target met
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(14) The additional purposes under Subdivision 1, paragraph (a), and related performance obligations under clause (7) contained in the charter contract as additional factors in determining contract renewal.

When	Agamim Classical Academy Will Demonstrate Improvement in Additional Purposes and Performance Obligations	Data Sources	How Analyzed
April 2016- April 2020	Agamim students will demonstrate steady progress in the acquisition of speaking, listening, reading and writing skills in Modern Hebrew as measured in accordance with the American Council on the Teaching of Foreign Languages Guidelines.	Early Language Learning Oral Proficiency Assessment result report, Oral Proficiency Interview	SMART goals have been established for each grade level and are reported in the goals section.
Annually as data is available	Discipline referrals will decrease by 5% from the previous year.	School collects discipline referral data and provides to NEO	≤ 20% year 1; Percent decrease ≥ 5 from prior yr
Annually as data is available	Agamim will achieve at least a 90% student attendance rate each year.	School collects the attendance data and provides to NEO	Percent of attendance ≥ 90

Annual survey administered in spring	In annual surveys, school staff, families and students will indicate that Agamim is successfully implementing the school's core values, with at least 80% affirmative responses to a series of questions related to the implementation of the core values.	School administers survey, compiles results, and provides to NEO	≥ 50% response rate, ≥ 80% positive response
Aug 2016-Aug 2020	Agamim will meet all MDE Finance Award criteria.	MDE reports Finance Award	Review MDE Award
Aug 2016-Aug 2020	Agamim will attain a clean audit with no findings.	Audited Financials	Review of Audit
June 2016-June 2020	Agamim will attain at least an 80% on-time submission rate of documents to NEO.	Epicenter report	On-time submission rate

Applications for renewal of the contract are due to NEO at least 180 days prior to the end of the current contract. The charter school makes application for renewal using the *Application to Novation Education Opportunities for Charter Contract Renewal* document⁶. NEO Board of Directors will make renewal decisions not later than 120 days prior to the termination of the existing contract.

While NEO will do what it can to prevent school failure, contract termination and non-renewal, those actions may be necessary if a school violates the contract or comes within statutory reasons for termination of the contract.

The statutory reasons are:

1. Failure to meet the requirements for pupil performance contained in the contract
2. Failure to meet generally accepted standards of fiscal management
3. Violations of law
4. Other good cause shown.

Renewal of a contract requires that the chartered school demonstrate a quality education program. During the final year of a contract, the NEO Charter Advisory Council will carry out a formal evaluation of the school. Through a review of the data gathered on-site, provided by the school, and from external sources, the formal evaluation will examine such factors as:

⁶ Charter renewal practices will be thoroughly reviewed before implementation, to ensure to ensure fit with all applicable statutes and with recognized best practices.

- Program model implementation – should be implemented with fidelity to program described in charter application, and aligned with Minnesota Academic Standards.
- Student learning – demonstrated by trend data from state tests, nationally normed tests (e.g., NWEA or ITBS) and other measures of student academic performance. Assessment of student learning and several other factors will include review of data submitted by the charter school in its Annual Reports from throughout the term of the charter.
- School climate and satisfaction – data show positive and/or improving trends
- Enrollment stability
- Board oversight – including review of Board meeting Minutes. Assessment of board oversight and several other factors will include review of the provisions of the charter contract; reviewers will ascertain whether the school has lived up to the terms of the contract.
- School leadership – including review of the school’s Educational Improvement Plan, strategic plan, or equivalent document
- Compliance with state and federal requirements
- Financial stability
- Timely submission of reports to the Authorizer
- Program stability and improvement – assess based on school’s performance on all Performance Indicators

The following principles will guide formal evaluations carried out by the NEO Charter Advisory Council:

- a. Evaluation will be done on the basis of data already produced by the school. NEO should not compel the school to create more data.
- b. Data and information are gathered primarily for the purpose of school and student improvement.
- c. Data from an annual formal site visit should be consistent across schools and used to triangulate data reported by school (see Charter School Annual Site Visit Report Form).
- d. Interviews of key individuals should be used to triangulate data reported by school.

Once NEO receives an Application for Charter Contract Renewal, it will convene the Charter Advisory Council or a subgroup of the Council to review the application and other data pertaining to the operation of the school, in order to make a recommendation to the NEO Board of Directors. In addition to the application from the school and formal evaluation of the school, data considered by the Charter Advisory Council may include:

- Results of the formal evaluation carried out during the final year of the contract
- Reports and feedback from authorizer attendance at school’s board meetings

- Notes from NEO review of the school’s board meeting minutes and monthly financial statements
- Reports from site visits
- Comments generated from NEO review of annual budgets of the School
- Comments generated from NEO review of School Annual Reports with special emphasis on the student performance information
- Data from the MDE School Report Cards with emphasis on the student performance information
- Comments from NEO review of the school’s annual audits
- Comments from NEO’s review of school compliance with required state reporting deadlines
- Results from interviews with the school’s administration and/or board leadership (optional)

Within 60 days of receipt of the renewal application, the NEO Board will make a decision regarding renewal or non-renewal of the contract. Decisions regarding whether or not to renew a charter will be informed by the following questions⁷:

- Is the school an academic success (judged with particular attention to its degree of success in meeting annual goals and performance targets, especially SMART goals)?
- Is the school an effective, viable organization (judged with particular attention to the Operational Performance Indicators and by compliance with law and with the charter contract)?
- Is the school fiscally sound (judged with particular attention to the Finance Performance Indicators)?

If the decision is to renew the contract, the charter school board will work with NEO in a timely fashion to negotiate a revised contract for a new term.

If the decision is not to renew the contract, at least 120 days before not renewing or terminating a contract, NEO will notify the charter school board of the proposed action in writing. The notice shall state the grounds for the proposed action in reasonable detail and the charter school board may request in writing a formal hearing before the authorizer within 15 business days of receiving notice of non-renewal or termination of the contract. If the proposed action is to not renew or terminate a contract, charter operators may present evidence to document school performance, including:

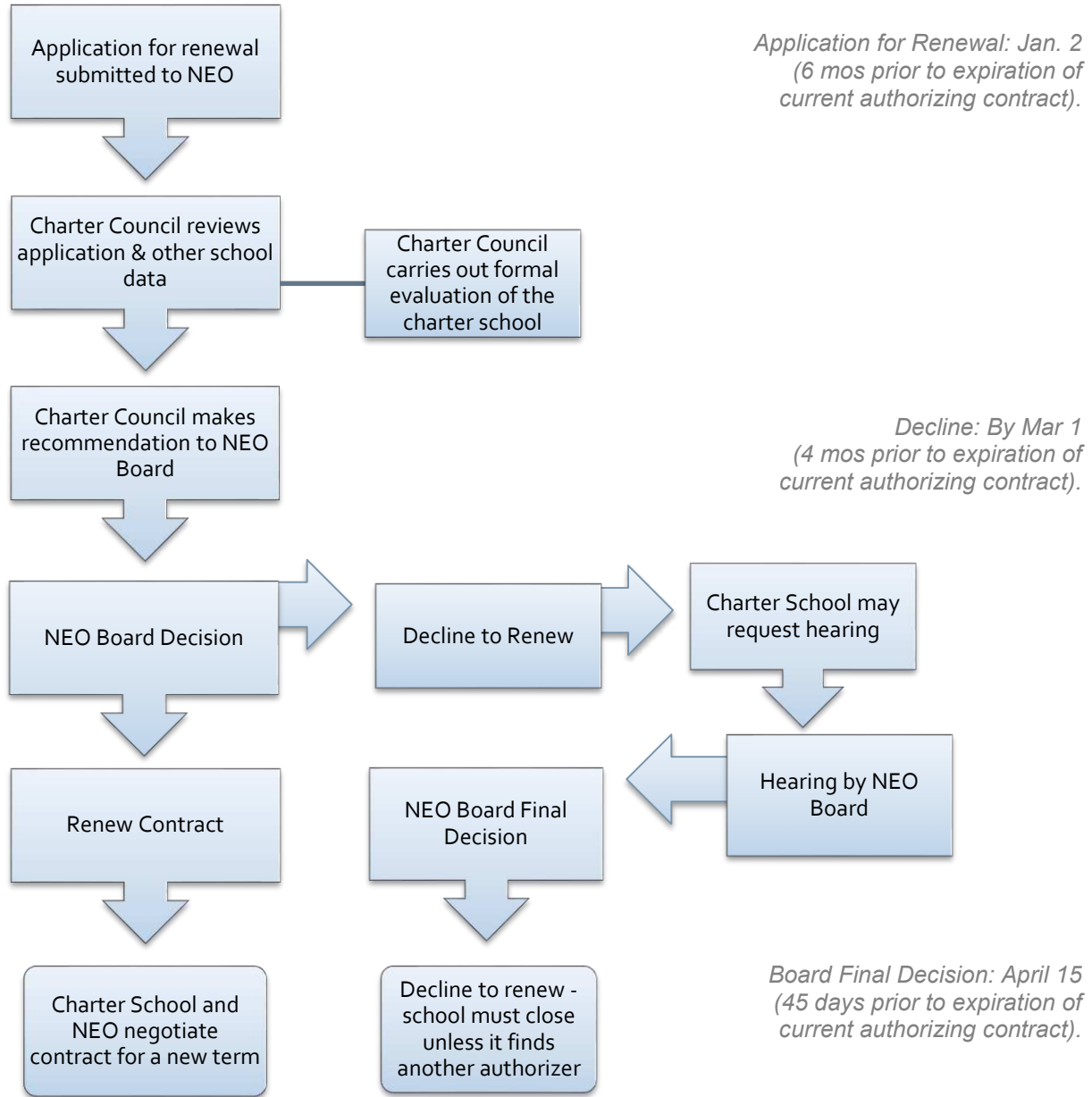
- 1) Data pertinent to Performance Indicators referenced from previous reports submitted to NEO. No new data should be created for justification of renewal.
- 2) A summary of their accomplishments and challenges not formally requested in previous reports

⁷ Taken from the State University of New York’s Charter Renewal Benchmarks, Version 4.0, prepared by the Charter Schools Institute, State University of New York, July 2008.

Failure by the charter school board to make a written request for a hearing within 15 business days shall be treated as acquiescence to termination of the contract. Upon receiving a timely written request for a hearing, NEO will give 10 business days' notice to the charter school board of a hearing date. NEO will conduct the formal hearing before taking final action. NEO will take final action 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. Every reasonable effort will be made to finalize a decision to terminate a contract well in advance of the end date of the existing contract, to minimize disruption for the school's students and families.

NEO will follow additional statutory provisions Minn. Stat. §124D.10: "If the authorizer and the charter school board of directors mutually agree not to renew the contract, a change in authorizers is allowed. The authorizer and the school board must jointly submit a written and signed letter of their intent to the commissioner to mutually not renew the contract. The authorizer that is a party to the existing contract must inform the proposed authorizer about the fiscal, operational, and student performance status of the school, as well as any outstanding contractual obligations that exist. The charter contract between the proposed authorizer and the school must identify and provide a plan to address any outstanding obligations from the previous contract. The proposed contract must be submitted at least 105 business days before the end of the existing charter contract. The commissioner shall have 30 business days to review and make a determination. The proposed authorizer and the school shall have 15 business days to respond to the determination and address any issues identified by the commissioner. A final determination by the commissioner shall be made no later than 45 business days before the end of the current charter contract. If no change in authorizer is approved, the school and the current authorizer may withdraw their letter of nonrenewal and enter into a new contract. If the transfer of authorizers is not approved and the current authorizer and the school do not withdraw their letter and enter into a new contract, the school must be dissolved according to applicable law and the terms of the contract."

NEO Charter Renewal or Termination Process
(Assuming June 30th contract expiration date)



(15) The plan for an orderly closing of the school under chapter 317A, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract, that includes establishing the responsibilities of the school board of directors and the authorizer and notifying the commissioner, authorizer, school district in which the charter school is located, and parents of enrolled students about the closure, information and assistance sufficient to enable the student to reenroll in another school, the transfer of student records under Subdivision 8, paragraph (p), and procedures for closing financial operations.

NEO Charter School Plan For Orderly Closing of the School

A charter school that closes or is not renewed or is terminated must do so in an orderly, planned fashion. NACSA advises that when a charter school closes, “Authorizers must strive to treat the disappointed parties respectfully and sympathetically while engaging them in a focused dialog on how best to manage the transition a school closure will ultimately force.”⁸ Signs that a school may close are generally apparent months before actual closure. NEO shall be alert to the possibility of school closure that may result from the authorizer's termination for cause, financial difficulties, and inability to enroll a viable population, facility problems, school board conditions, teacher/administrative problems or other causes.

NACSA recommends authorizers provide for a school closure plan, a “standard yet adaptable framework of procedures and essential tasks” to be followed when a charter school must close. NACSA’s *Issue Brief No. 8* goes on to note; “The specific execution of such a plan will vary according to the particular school’s circumstances, but a well-thought-out-closure protocol will provide clear, practical and generally applicable guidance to pave the inevitably difficult path to closure.” NEO has created a draft *Charter School Closure Plan*, included on the following pages, which meets the provisions of Minn. Stat. §124D.10 pertaining to school closure and seeks to address key tasks to minimize disruption to students and families in the unfortunate event of a school closing.

In case of a school closure, input will be sought from the Minnesota Department of Education and from legal counsel to ensure no critical issues are missed. Assigning responsibility to a specific party for each task and identifying the timeline in which it will be carried out will be critical to the effective use of the Closure Plan. While NEO will attempt to hold the school’s board responsible for closure actions, the authorizer will take charge of the situation if it is unable to properly process the school’s closure.

⁸ National Association of Charter School Authorizers, *Authorizer Issue Brief Number 8: The Authorizer and School Closures*, March 2005.

Charter School Closure Plan

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

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

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

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

	Responsible Party	Timeline for Completion	Actual Completion	Status
No later than 10 business days after the School closes, send student records to the new school including 1) Individualized Education Programs and all records regarding special education and supplemental services, 2) student health and immunization records, 3) attendance records, 4) grades, and 5) assessments/testing information, 6) credits earned, 7) MARSS numbers, and all other student records. If a student's record contains formal disciplinary records, provide notice to the student and student's parent/guardian that the records will be transferred as part of the student's educational record. This requires an individual file by file review. To the extent that scores will come into existence after the end of classes, arrangements must be made with the testing agent to forward such material to the new school.				
Staff				
Provide contact information, and list of employees/School Board members and correspondent responsibilities to the Authorizer.				
Terminate any contracts and cancel any programs extending beyond the charter termination.				
Pay state and federal payroll taxes; pay all TRA and PERA dues.				
Coordinate termination of insurance benefits.				
Provide letters of recommendation for staff.				
Pay Staff through last day of employment.				
Financial and Legal				
Create an escrow account to cover closure costs. Segregate by School Board resolution in a separate checking account up to \$50,000 in funds to be used for legal, accounting, and other expenses to dissolve the school.				

	Responsible Party	Timeline for Completion	Actual Completion	Status
Reconcile final General Education Aid amount.				
Track all Special Education expenditures (Sp.Ed. information required during a charter school closure is essentially the same information that would be required during a Special Ed. Fiscal Monitoring visit).				
Track expense information (save all invoices) for federal Planning Grant; coordinate grant wrap-up with MDE liaison including submission of final Expenditure Report.				
Notify the landlord that during the wind-up of the School's affairs, it is anticipated that the School Board will use the School Facility, and access thereto should be maintained, even if only by advance notice in order to access assets, etc. In the event that the landlord sells or rents the School Facility before the winding up of the School's affairs, the School must relocate its business records and remaining assets to a location with operational telephone service and voice message capability, and maintain custody of business records until all business and transactions are completed, and the School corporation dissolved. Reconcile final Lease Aid amount.				
Examine contracts with vendors and arrange for their termination – seek to fulfill contractual requirements to the greatest extent possible given the school's resources. Retain records of past contracts with proof that they were fully paid. Telephone, gas, electric, water, insurance for example should remain operative through the end of classes and to the extent necessary to wind up the School's affairs beyond that time.				

	Responsible Party	Timeline for Completion	Actual Completion	Status
Ensure safe-keeping of the school's physical assets, financial assets, and the facility during the shutdown process. Auction/sell assets in a manner that avoids conflicts of interests. Protect assets against theft, misappropriation and deterioration. Maintain insurance as until final dissolution. No later than 30 days prior to the end of classes, all of the School's assets must be inventoried. Provide the Authorizer with a copy of the inventory and separately identify assets purchased with federal grant dollars and owned by any entity other than the School.				
Formulate list of creditors and debtors and any amounts accrued and unpaid. Provide this list to the Authorizer. Solicit from each creditor a final accounting of the School's accrued and unpaid debt. Negotiate a settlement of debts. Within thirty (30) days the School must contact all debtors and demand payment. Debtors include persons who owe the school fees or credits and any person holding property of the School.				
The School must reconcile its billings and payments with the districts, including special education payments.				
Provide for disposal of the school's assets according to statutes 308A or 317A.				
Liquidate or close bank accounts according to schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, and for final audit and dissolution. Cancel corporate credit cards and lines of credit. Change authorized signatures on accounts as needed.				
File final tax returns and reports.				
Arrange for final audit. File as requested by Minn. Stat 124D.10.				
Close out all State and Federal grants.				

	Responsible Party	Timeline for Completion	Actual Completion	Status
All liabilities and obligations of the School must be paid and discharged to the extent of the School's assets. Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools. An itemized receipt must be obtained from each recipient of an asset containing name, address and telephone number of the recipient. In closing out any federal grant and accounting for federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations.				
Notifications and Miscellaneous				
Notify the Minnesota Department of Education and the Commissioner and schedule the MDE audit, as applicable.				
After an employee termination date is established, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with Applicable Law and regulations (i.e. COBRA), including healthcare, health insurance, life insurance, dental plans, eyeglass plans, cafeteria plans, teacher retirement plans and other.				

	Responsible Party	Timeline for Completion	Actual Completion	Status
Notify employees of eligibility for Minnesota Unemployment Insurance pursuant to any applicable law and regulations. In the event that the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the end of classes, and additional reserve funds should be set aside.				
Notify the local school district of the closure, including 1) the closure date, 2) students that they will be getting, 3) a phone number/contact person to call for records, and 4) notification regarding cessation and transportation services if applicable. Provide the Authorizer with a copy of the notice.				
Within 30 days, formulate a list of all contractors with contracts in effect; the list should briefly describe the service and whether any property such as the photocopier is related to the contract. Notify the contractors regarding cessation of school operations. If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain. Provide the Authorizer with a copy of the notice.				
As required by the contractual notice requirements, cancel school district or private transportation services.				
Notify the local media of the school closure – communicate proactively and attending to the positive aspects of the charter school movement as well as the specific circumstances leading to this school’s closure				
Notify the Offices of the Minnesota Secretary of State and Attorney General				

	Responsible Party	Timeline for Completion	Actual Completion	Status
Notify the IRS of the dissolution of the education corporation and its 501(C)(3) status and any address change of the School contact, and file required tax returns and reports.				
Interim and Final Statements of Notification to Authorizer: No later than 10 days after the end of classes, prepare and submit to the Authorizer the status of all contracts and other obligations of the School and all funds including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing 1) all creditors and any amounts paid to them, 2) any amounts of debt, 3) all amounts owed to School by debtors, 3) all income generated through sale and auction of assets. No later than 10 days prior to filing of a dissolution proceeding, the School must provide a final statement to the Authorizer with all of the above information.				
The School Board must follow the dissolution provisions provided by Applicable Law. The Board must adopt an intent to dissolve resolution which includes the plan of dissolution, secure any required affirmation/approvals, file notice of intent to dissolve with the Minnesota Secretary of State and the Minnesota Attorney General's office, publish notice for unknown creditors and provide written notice to known, distribute assets. The Board must approve the Articles of Dissolution and file them with the Secretary of State as well as provide a copy to the Authorizer.				

(16) The agreed-upon authorizer fee structure (Minn. Stat. § 124D.10, Subd. 15(c)).

The fee charged by the Authorizer to the School shall be the maximum allowable under Minn. Stat. §124D.10.

(17) The current school board membership roster.

(18) Copy of school's Certification of Incorporation issued by the Minnesota Secretary of State's Office.

(19) Copy of school's Articles of Incorporation stamped by the Minnesota Secretary of State's Office.

(20) Copy of the school's (signed) By-Laws adopted and approved by the charter school's board of directors.