

CHARTER SCHOOL CONTRACT
BETWEEN THE
NORTHFIELD PUBLIC SCHOOLS, I.S.D. 659 (Authorizer)
AND
NORTHFIELD SCHOOL OF ARTS AND TECHNOLOGY (ARTech) I.S.D. 4091

This Contract is entered into by and between the Northfield Public Schools (hereinafter “the authorizer”) and the Charter School (hereinafter “ARTech”) is a Minnesota nonprofit corporation under Minnesota Statutes chapter 317A as specifically identified in previously submitted documentation with the initial contract between these two parties which is currently on file with the Minnesota Department of Education. This Contract shall be effective from the date of approval by the Commissioner of the Minnesota Department of Education or designee.

WHEREAS, the parties are authorized under Minnesota law to contract for the development and management of a results-oriented charter school under Minnesota Statutes 124D.10 (1997), as amended, (“the Act”), and WHEREAS, it is the parties’ intent that ARTech will be located at 1719 Cannon Road, Northfield, MN 55057

NOW, THEREFORE, IT IS AGREED:

1. PURPOSE

The purpose of this Contract is to authorize and permit the Board of Directors of ARTech to organize and manage a results-oriented charter school consistent in all respects with the Commissioner’s action of November 21, 2001 authorizing negotiation of this Contract as specifically identified in previously submitted documentation with the initial contract between these two parties which is currently on file with the Minnesota Department of Education.

1.1 The overall purpose of ARTech, as specifically identified in previously submitted documentation with the initial contract between these two parties which is currently on file with the Minnesota Department of Education, “Letter of Intent to” is to provide an educational program for its students in order to:

- Improve student learning through the creative process;
- Increase learning opportunities through authentic individual and group project-based learning activities within the context of the community;
- Develop innovative teaching methods that elicit awareness in thinking, feeling and acting to acquire knowledge;
- Develop individual goals and assessments that are authentic, integrate individual interests with communal standards, and measure the effectiveness and balance of a project-based interdisciplinary program;

The “letter of intent to form” is filed with the Minnesota Department of Education and incorporated herein by reference. If any provision in the “letter of intent to form” is inconsistent with this Contract, the provisions of this Contract shall prevail.

A full description of the ARTech’s program is provided in Attachment #1.

- 1.2 ARTech shall be nonsectarian in its programs, admission policies, employment practices and all other purposes.
- 1.3 ARTech will not charge Minnesota residents tuition for admission to the school.
- 1.4 ARTech shall not be used as a method of providing education or generating revenue for students who are being home schooled.

2. TERM

The term of this Contract is five (5) years, through the end of the 2016-2017 school year except that this Contract may be terminated pursuant to section 15 of this Contract. The Contract will take effect from the date of approval by the board of the authorizing agency. Before the renewal of this contract ARTech will hire an independent team of evaluators. The results of such evaluation will be reported to the Northfield School Board by March 15, 2017. This contract may be terminated pursuant to section 15 of this contract.

3. AMENDMENTS

The Contract may not be amended absent written agreement executed by both parties and properly authorized. If the authority ARTech, as operator, or the authorizer, is altered by legislative act, this Contract is automatically modified to conform to the new law.

4. MANAGEMENT AND ADMINISTRATION

- 4.1 ARTech shall be exempt from all Minnesota statutes and rules applicable to a school, a school board or a school district, except as provided by the Act or as otherwise provided in this Contract.
- 4.2 ARTech shall be operated by a Board of Directors elected in accordance with policies and procedures set forth in the bylaws of Northfield School of Arts and Technology.
- 4.3 ARTech shall be governed by a Board of Directors. Parent and Community Board Members serve three (3) year staggered terms and Teacher Board Members serve (2) year staggered terms. School Board Elections are held annually to elect new Board Members. Employees of the school including teachers providing instruction under a contract with a cooperative, and the parents of children enrolled in the school may participate in the election in accordance with the policies and procedures set forth in ARTech's bylaws. Membership of the ARTech Board of Directors shall be composed in accordance with current state statute.
- 4.4 Meetings of ARTech's Board of Directors shall comply with the Minnesota Open Meeting Law, Minnesota Statutes section 471.705.
- 4.5 If ARTech chooses to engage in collective bargaining, ARTech shall comply with Minnesota Statutes chapter 179A, the Public Employment Relations Act (PELRA).
- 4.6 ARTech's Board of Directors shall employ and contract with necessary teachers, as defined by Minnesota Statutes section 122A.15, subdivision 1, who hold valid licenses to perform the particular service for which they are employed at ARTech.

- 4.7 Teachers employed by ARTech shall be treated by ARTech as public school teachers for the purposes of Minnesota Statutes, chapters 354 and 354A.
- 4.8 ARTech's Board of Directors may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.
- 4.9 ARTech's Board of Directors may discharge teachers and non-licensed employees.
- 4.10 ARTech's Board of Directors shall decide matters related to operation of ARTech, including, but not limited to, budgeting, curriculum, and operating procedures.
- 4.11 ARTech shall have all powers, duties and responsibilities provided by law to a results-oriented charter school.
- 4.12 ARTech shall abide by all applicable federal laws, statutes and regulations as agreed to in Attachment #4.
- 4.13 Northfield Public Schools will conduct an annual review of ARTech to ensure effective oversight of Governance, Management and Administration using the evaluation plan provided in Attachment #3.

5. AUTHORITY OF ARTech;

- 5.1 ARTech may exercise those powers reasonably necessary to accomplish its obligations in this Contract.
- 5.2 Except as stated herein or otherwise required by law, the Authorizer shall have no authority, control, power, or administrative or financial responsibility over ARTech. This clause does not prohibit the parties from contracting for any services deemed appropriate in the future.
- 5.3 ARTech may lease space from any government, public, or nonprofit, nonsectarian private organization, as it deems necessary.

6. PERFORMANCE INDICATORS AND EVALUATION

- 6.1 ARTech will document that students are demonstrating successful progress at meeting or exceeding the Minnesota Graduation Standards in accordance to the Commissioner's guidelines (section 124D.10 subd. 10).
- 6.2 ARTech will identify the specific and measurable outcomes pupils are expected to achieve in the two academic areas or mathematics and reading and two non-academic areas related to the stated goals of the school. The academic outcomes will be assessed annually using a nationally norm referenced test (NRT) and/or the Minnesota Comprehensive Assessments. The authorizer will review and approve annual goals established by the charter school. The goals for each year will be submitted to the Authorizer at the beginning of the school year. Copies of the 2011-12 academic and nonacademic area goals are provided as Attachment #2 to this contract as reference and future year goals will be attached as they are received from the charter school.

- 6.3 The Northfield School Board will implement a plan to evaluate ARTEch annually to determine the effectiveness of ARTEch program in attaining the pupil outcomes set out in Section 6.2.
- 6.4 In the event ARTEch has not met the approved pupil outcomes, ARTEch shall advise the Commissioner, the Northfield School Board and ARTEch staff, students and parents on how it plans to achieve the prior year's goals and shall incorporate those plans into the academic goals required to be approved for the upcoming year.
- 6.5 The following performance indicators will be used to review each charter school authorized by the Northfield Public Schools prior to making a determination to re-authorize:
 - 6.5.1 Documented evidence of success in meeting State standards including adequate yearly progress (AYP) on grades 3-12 Minnesota Comprehensive Assessments (MCAs) and GRAD Tests.
 - 6.5.2 Documented evidence of student success using other assessments that are nationally norm referenced and have demonstrated reliability and validity.
 - 6.5.3 Documented evidence of success in achieving State standards using locally developed assessment measures including tests, portfolios and anecdotal observations.
 - 6.5.4 Documented evidence of completion of annual academic and non-academic goals or outcomes determined by the charter school.
 - 6.5.5 Documented evidence of charter school's efforts to achieve its stated mission and purpose.
 - 6.5.6 Completion of annual audit indicating positive fund balances in all funds and no substantive issues concerning school accounting practices and procedures.
 - 6.5.7 Demonstration that charter school is providing a physical environment and behavioral expectations that ensures safety and security for all students and staff.

The charter school is expected to demonstrate success in these areas or provide evidence to the Northfield Public Schools of successful achievement of these indicators. The charter school will provide the Northfield Public Schools with a written self evaluation and external team review report that will provide responses to these performance indicators and other performance indicators that the charter school wishes to include. The Northfield Public Schools administration will review these reports and all documentation and complete an evaluation of the charter school prior to making a recommendation to the Northfield Board of Education for renewal or termination of the authorization of the charter.

7. ADMISSIONS REQUIREMENTS

- 7.1 ARTEch is open to all students in 6th grade through 12th grade within the enrollment number limits set by ARTEch Board policy.
- 7.2 ARTEch may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.
- 7.3 ARTEch shall 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 lot. A student continuing for the next year will be re-enrolled for the next year without re-application.

- 7.4 ARTech shall comply with Minnesota Statutes section 124D.10, subd. 9 requiring that if oversubscribed, a lottery be conducted for admission to the school that does not select students based on religious preference, and that the lottery otherwise complies with applicable law

8. FINANCIAL MANAGEMENT

- 8.1 ARTech will utilize the UFARS financial accounting principles and methods. Student accounting will comply with MARSS requirements. All accounting records will be audited annually by a public accounting firm engaged by the ARTech Board of Directors.
- 8.2 ARTech will comply with the same financial audits, audits procedures, and audit requirements of school districts (Minnesota Statutes sections 123B.75 to 123B.83) except when deviations are necessary because of the program of ARtech. The program, financial and compliance audits may be conducted by the Minnesota Department of Education, the State Auditor, or Legislative Auditor.
- 8.3 ARTech shall provide the authorizer with a final copy of the annual audit within fifteen (15) days of its completion and acceptance.
- 8.4 The Northfield Public Schools will complete an annual review of ARTech to ensure effective oversight of operational and financial matters as described in Attachment #3.

9. TRANSPORTATION

- 9.1 Transportation for pupils enrolled at ARTech may be provided by ARTech. If ARTech elects to provide transportation, it shall be provided as follows:
 - a. ARTech shall notify Northfield Public Schools and the Minnesota Department of Education by March 1st of each year whether it will provide transportation for pupils enrolled at ARTech for the fiscal year. For purposes of this Contract, a fiscal year is the period from July 1 to the next June 30.
 - b. ARTech shall provide transportation within the Northfield Public Schools Geographic District.
 - c. The Minnesota Department of Education shall pay transportation aid to ARTech according to Minnesota Statutes section 124D.11, subdivision 2.
 - d. For pupils who reside outside of the Northfield Public School District, ARTech is not required to provide or pay for transportation between the pupil's residence and the border of Northfield Public Schools
 - e. ARTech may reimburse a parent for costs of transportation from the pupil's residence to the border of the Northfield Public Schools if the pupil is from a family whose income is at or below the poverty level as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per

mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week.

- 9.2 If ARTech does not elect to provide transportation for pupils enrolled at ARTech, transportation shall be provided by the Northfield Public School District #659 according to Minnesota Statutes section 124D.03, subdivision 9, and section 123B.88, subdivision 6, for a pupil residing in the same district in which the charter school is located. Transportation provided by the Northfield Public School District #659 to and from ARTech shall be provided as follows:
 - a. All transportation routes, pick-up points and times, student bus assignments, method of transportation, and other transportation scheduling shall be established by the Northfield Public School District #659.
 - b. ARTech may enter into a separate Contract with a school district to receive additional transportation services for extracurricular events, field trips, and other activities.

10. HEALTH AND SAFETY, HUMAN RIGHTS, AND STUDENT DISMISSAL GUIDELINES. NORTHFIELD SCHOOL OF ARTS AND TECHNOLOGY WILL:

- 10.1 Meet the same health and safety requirements of a school district;
- 10.2 Comply with Minnesota Statutes section 121A.15, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and haemophilus influenza type b and hepatitis B prior to enrollment.
- 10.3 Comply with the Minnesota Human Rights Act, Chapter 363, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes section 121A.04, which governs provision of equal opportunities for members of both sexes to participate in athletic programs;
- 10.4 Comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes section 121A.40 to section 121A.56. The ARTech Board of Directors shall maintain a discipline policy and procedure consistent with MPFDA.
- 10.5 Comply with the Minnesota Public Schools Fee Law, Minnesota Statutes section 123B.34 to section 123B.39, which governs authorized and prohibited student fees;
- 10.6 Comply with Minnesota Statutes section 125A and section 124D.10, and rules relating to the education of pupils with a disability as though it were a school district;
- 10.7 Parties acknowledge the provisions of Minnesota Statutes, Section 124D.10 subd. 6 (10) regarding the charter school's obligation to provide certain data to the Commissioner. At such time as ARTech has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, ARTech shall provide to the Commissioner a description of the financial parameters within which ARTech will operate to provide special education instruction and services to such children.

ARTech in enrolling any student who requires special education services, will bear the full cost of providing those services up to the formula amount per pupil and will provide and account for those services according to Child Find and EDRS guidelines. A special education student's district of residence will assume the responsibility for providing for the net costs of special education services above the formula amount per pupil for their resident special education students enrolled at the charter school;

- 10.8 Comply with Minnesota Statutes section 124D.10, subd. 8(a) requiring that the food served satisfies applicable health and safety requirements, provides equal accommodations to all religions and otherwise complies with applicable law;
- 10.9 Comply with Minnesota Statutes section 124D.10, subd. 8(1) and the state data practices law including the allowance for staff members to report unethical or fraudulent actions in the workplace;
- 10.10 Comply with Minnesota Statutes section 124D.10, subd. 8(d):
 - [2] Requiring the maintenance of nonsectarian school facilities such that there are no religious texts, symbols, quotations, or objects displayed in school facilities on school days.
 - [3] Requiring equal treatment and access to all religions.
 - [4] Requiring a policy allowing equal access to all groups for religious or other activities during non instructional time and that such access otherwise complies with Minnesota Statutes section 124D.10, subd. 8(d).
 - [5] Removing itself from religious activities including recruiting employees, parents, or other volunteers for such activities.
 - [9] Requiring that, if instituted, a school dress code does not promote religion or particular religious customs and does not restrict opportunity to participate in school activities.
- 10.11 Comply with Minnesota Statutes section 124D.10, subd. 17 & 89a), requiring that, if the school leases from a sectarian organization:
 - The students will be screened from any religious activities occurring on the property.
 - The school will fully disclose the involvement of any school directors, administrators, or teachers in a sectarian organization.
 - The school will fully disclose any telephone or fax numbers, email addresses, employer identification numbers and employees shared with a sectarian organization.
 - The school will fully identify and describe any activities by the sectarian organization in support of the school, including but not limited to fundraising, student recruitment, promotion, any claimed affiliation with your school or sponsorship of school programs or events.

11. LENGTH OF SCHOOL YEAR

ARTech shall provide instruction each year for at least the number of days specified in its proposal. It may provide instruction throughout the year according to Minnesota Statutes section 124D.12 to section 124D.128.

12. INSURANCE

Notwithstanding anything to the contrary in this Contract, ARTech shall be considered a school district for the purposes of tort liability under Minnesota Statutes chapter 466. ARTech shall acquire and keep in full force and effect such insurance as is required to insure said liability and shall provide proof of insurance to the Commissioner. The types and amounts of insurance held by ARTech are included in Attachment #5.

13. PROPERTY OWNERSHIP

13.1 Upon termination of this Contract, and in the event of subsequent dissolution of ARTech, all property that it might lease, borrow or contract for use, shall be promptly returned to those organizations or individuals from which ARTech has leased or borrowed the materials.

13.2 All property that has been purchased by ARTech will remain its own. In the event of subsequent dissolution of ARTech, such property will be donated to the extent permitted by law and the charter school articles of incorporation after all financial obligations are met.

13.3 All property personally and/or individually owned by the trained and licensed teachers or staff employed by ARTech shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, personal mementos and other materials or apparatus that have been personally financed or personally developed by teachers or staff.

14. GENERAL AUTHORITY AND IMMUNITY

14.1 ARTech may not levy taxes or issue bonds. It shall have the right to sue or be sued. The Commissioner, an authorizer, members of the board of an authorizer in their official capacity, and employees of an authorizer are immune from civil or criminal liability with respect to all activities related to the operation of ARTech (Minnesota Statutes section 124D.10, subdivision 25).

14.2 Notwithstanding paragraph 14.1 above, ARTech agrees to indemnify and hold the Authorizer and the Minnesota Department of Education and their employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, which arise out of or are in any manner connected ARTech's operations or which are incurred as a result of the reliance of the Authorizer upon information supplied by ARTech, or which arise out of failure of ARTech to perform its obligations under this agreement.

15. NON-RENEWAL AND TERMINATION OF CONTRACT

15.1 The authorizer may determine not to renew this Contract at the end of the term for any ground listed hereafter in paragraph 15.6. In addition, the authorizer may unilaterally terminate the Contract during the term for any grounds listed in paragraph 15.6.

15.2 At least 60 days before not renewing or terminating this Contract, the authorizer shall notify ARTech of the proposed action, in writing. The notice shall state the grounds

for the proposed action in reasonable detail and that ARTech's Board of Directors may request, in writing, an informal hearing before the authorizer within fourteen (14) days of receiving notice of non-renewal or termination of this Contract.

15.3 Failure by ARTech's Board of Directors to make a written request for a hearing within the 14-day period shall be treated as acquiescence to the proposed action.

15.4 Upon receiving a timely written request for a hearing, the authorizer shall give reasonable notice to ARTech's Board of Directors of the hearing date. The authorizer shall then conduct an informal hearing at a mutually agreeable time before taking final action.

15.5 The authorizer shall take final action to renew or not to renew the Contract by the last day of classes in the last school year of any contract period.

15.6 The authorizer may unilaterally determine not to renew this Contract or may terminate the Contract during the term of this Contract for these grounds:

- a. Failure to meet the requirements for pupil performance contained in paragraph 6 of this Contract;
- b. Failure to meet generally accepted standards of fiscal management;
- c. For violations of law;
- d. As provided in paragraph 18; or
- e. Other good cause shown.

15.7 If this Contract is terminated or not renewed, ARTech shall be dissolved according to the applicable provisions of Minnesota Statutes chapter 308A and 317A.

15.8 The policies and procedures that will be followed in the event that an orderly closing of ARTech is required are provided in Attachment #6

16. **DISCLAIMER**

This Contract is not intended to be, nor shall it be interpreted in such manner as, an employment contract, subcontracting contract, or assignment of normal curricular, co-curricular, or extra-curricular duties by and between any party or person referred to therein.

17. **REPORTING**

17.1 ARTech shall develop a reporting plan in accordance with procedures set forth in the document "*Annual Program Evaluation and Reporting System for Charter Schools*".

17.2 ARTech shall provide all reports required by the Commissioner.

18. **RESIDENT DISTRICT AUTHORIZATION**

If authorized by the Commissioner or other agency, nothing in this Contract is intended to prohibit ARTech from seeking authorization from the public school district in which it is located. This Contract terminates if a contract with an authorizing district is implemented.

19. **WAIVER**

No waiver by either party or any breach of any covenant or provision of this Contract shall be deemed to be a waiver of any succeeding breach of the same or any other covenant or provision.

Executed this _____ day of _____, 20____.

Northfield School of Arts and Technology

Northfield Public Schools

By _____
signature – Board Chair

By _____
signature – Board Chair

(please print name)

(please print name)

By _____
signature – Director

By _____
signature – Superintendent

(please print name)

(please print name)

06/04/2012