

CHARTER SCHOOL CONTRACT

between

Friends of Education

and

Nova Classical Academy

WHEREAS, the primary purpose of the School is to provide an educational program for its students in order to improve all pupil learning and all student achievement; and

WHEREAS, the secondary purpose(s) of the School's educational program is/are (checked items apply):

- Increase learning opportunities for all pupils;
- Encourage the use of different and innovative teaching methods;
- Measure learning outcomes and create different and innovative forms of measuring outcomes;
- Establish new forms of accountability for schools; and
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; and

WHEREAS, the parties are authorized under Minnesota law to contract for the operation and oversight of a charter school, pursuant to Department of Education approval of Friends of Education's intent to charter the School, dated June 28, 2006, a copy of which is attached as Exhibit A; and

WHEREAS, Friends of Education and the School previously entered into a charter school contract which expires June 30, 2022; and

WHEREAS, Friends of Education has considered the reauthorization of the School and has approved the issuance of a charter contract to the School.

NOW, THEREFORE, Friends of Education grants this Contract conferring certain rights, privileges, and obligations of a charter school and confirms the status of a charter school to the School. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions.

ARTICLE I

DEFINITIONS

Section 1.1. Certain 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:

- (a) “Applicable Law” means all state and federal law applicable to Minnesota charter schools and any regulations implemented pursuant thereto.
- (b) “Charter School Act” means the Minnesota Statutes Chapter 124E, as amended or recodified, and any rules adopted pursuant thereto.
- (c) “Commissioner” means the Commissioner of the Minnesota Department of Education.
- (d) “Contract” means this Charter School Contract between Friends of Education and the School.
- (e) “Day” means calendar day unless “business day” is expressly stated.
- (f) “Department of Education” means the Minnesota Department of Education.
- (g) “Friends” means Friends of Education.
- (h) “School” means Nova Classical Academy, located at one site, 1455 Victoria Way, St. Paul, Minnesota, which is established as a charter school under this Contract pursuant to the Charter School Act, and any additional site(s) pursuant to Department of Education approval of any supplemental affidavit to expand sites. The location(s) of the School will not be changed without the prior written consent of Friends.
- (i) “School Board” means the Board of Directors of the School.
- (j) “Student” and “Pupil” are used interchangeably, and each means the Students/Pupils at the school.

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Exhibits. All Exhibits to this Contract are incorporated into, and made part of, this Contract. This Contract has the following Exhibits:

EXHIBITS

- A. Minnesota Department of Education Approval
- B. Articles of Incorporation of the School
- C. Bylaws of the School
- D. Implementation of Purpose/Mission
- E. Description of School's In-School & Out-of-School Time Programs
- F. Academic & Non Academic Pupil Performance Outcomes/Goals
- G. Statement of Admissions Policies and Procedures
- H. Governance & Management Plan
- I. Administration and Operations Plan
- J. Financial Management Plan
- K. Statement of Assurances Signed by All Board Members
- L. Charter School Closure Checklist & Plan
- M. Supplemental Continuing Oversight Criteria, Processes, Procedures
- N. Performance Evaluation of School

ARTICLE II

RELATIONSHIP BETWEEN THE SCHOOL AND FRIENDS

Section 2.1. Voluntary Authorization. Friends is a charter school authorizer pursuant to Minnesota Statute 124E.05. In granting this Contract, Friends voluntarily exercises powers given to Friends pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of Friends autonomy or powers.

Section 2.2. Independent Status of the School. The School is not and shall not be deemed to be a division or part of Friends. The relationship between the School and Friends is based solely on the applicable provisions of the Charter School Act and the terms of this Contract or other written contracts or written agreements between Friends and the School. Except as otherwise provided in this Contract or the Charter School Act, Friends shall have no authority or control over, and no responsibility for, any aspect of School operations, including operational, administrative, or financial responsibility for the School.

Section 2.3. Financial Obligations Are Separate. Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in anyway constitute an obligation, either general, special, or moral, of Friends. The School will never pledge the full faith and credit of Friends 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 Friends with a third party shall not in any way constitute an obligation, either general,

special, or moral, of the School. Friends will never pledge the full faith and credit of the School for the payment of any Friends contract, mortgage, loan or other instrument of indebtedness.

Section 2.4. No Authority To Obligate or Bind Other Party. The School has no authority whatsoever to enter into any contract or other agreement that would obligate Friends, nor does the School have any authority whatsoever to make any representations to third parties including lenders, that Friends in any way guarantees, is obligated, or is in any way responsible for any obligation, including any contract, mortgage, loan or other instrument entered into by the School.

Friends has no authority whatsoever to enter into any contract or other agreement that would obligate the School, nor does Friends have any authority whatsoever to make any representations to third parties including lenders, that the School in any way guarantees, is obligated, or is in any way responsible for any obligation, including any contract, mortgage, loan or other instrument entered into by Friends.

Section 2.5. Limited Use of “Friends” Name. The School may not use the name of Friends or any assumed name, trademark, division or affiliation of Friends in any of the School’s promotional advertising, contracts, or other materials without Friends prior written consent, except that the School may include the following statement in such materials, “[Name of School] is authorized by Friends of Education.” Pursuant to Minnesota Statute. 124E.07 Subd. 8(b) the School shall identify Friends as its authorizer and include Friends contact information on its website and in School materials made available to the public.

ARTICLE III

ROLE OF FRIENDS

Section 3.1. Oversight Responsibilities of Friends. Friends shall monitor and evaluate the School’s academic, financial, operational, and student performance, including the School’s compliance with this Contract and Applicable Law. Friends shall monitor and evaluate School performance using various criteria, processes, and procedures set forth generally in Article VI and Exhibit M.

The School agrees that, in the spirit of continuous improvement, Friends may monitor and evaluate any indicator of academic, financial, operational, and student performance, including indicators not expressly set forth in this Contract, which shall inform Friends’ evaluation of the School and the School’s continuous improvement plan.

Section 3.2. Authorizer Fee. The School shall pay Friends a fee annually for Friends execution of its oversight responsibilities. The fee shall be the maximum fee provided by the Charter School Act, except that if Minnesota law is amended to increase this fee, the School will pay the increased fee.

ARTICLE IV

PERMITTED ACTIVITIES OF THE SCHOOL & ASSUMPTION OF LIABILITY

Section 4.1. Limitation on Actions. The School shall act exclusively as a charter school and shall not undertake any action inconsistent with its status as a charter school authorized to receive state and federal school aid funds and shall not undertake any action to jeopardize its tax-exempt 501(c)(3) or any related status including observation of applicable conflict of interest requirements.

Section 4.2. Other Permitted Activities. The School shall have all powers, duties and responsibilities provided by law to a charter school. The School shall not engage in any otherwise lawful activities that are in derogation of the School's status as a public school or that would jeopardize the eligibility of the School for state and federal school aid funds. The School may exercise its powers, enter into agreements with other public schools, governmental units, businesses, community and nonprofit organizations, reasonably necessary to accomplish its obligations as a charter school under this Contract.

Section 4.3. Assumption of Liability. The School and the School Board may sue and be sued. The School and the School Board accept liability for all actions arising out of or are in any manner connected with the School's operations.

ARTICLE V

LEGAL STATUS OF THE SCHOOL

Section 5.1. Nonprofit Status. The School shall be organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended. Notwithstanding any provision of Minnesota Statutes Chapter 317A, as amended, the School shall not take any action inconsistent with the Charter School Act or in derogation of the School's status as a public school.

Section 5.2. Articles of Incorporation. The School represents that, as of the date of this Contract, the Articles of Incorporation of the School set forth as Exhibit B are accurate and have not been otherwise altered or amended.

Section 5.3. Bylaws. The School represents that, as of the date of this Contract, the Bylaws of the School set forth as Exhibit C are accurate and have not been otherwise altered or amended.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance. The School shall be organized and administered under the direction of the School Board elected in accordance with the School's Bylaws and Applicable Law. The School Board shall decide and be responsible for matters related to the operation of the School including, but not limited to, budgeting, curriculum, programming, personnel, and operating procedures. In addition, the Board shall evaluate the student achievement and School's progress towards achieving its charter contract goals and commitments.

Section 6.2. School Board Meetings. Meetings of the School's Board and its committees shall comply with the Minnesota Open Meeting Law, Minnesota Statute Chapter 13D.

Section 6.3. Exhibits. The School agrees to implement and adhere to all the representations and information identified in the Exhibits, including without limitation, the achievement of the academic outcomes/goals identified in Exhibit F.

Section 6.4. Compliance with all Applicable Laws. The School shall comply with all Applicable Laws.

Section 6.5. Programs Offered by the School. All programs which the School provides, operates, is affiliated with, or sponsors shall comply with Applicable Law, have adult supervision at all times, and be covered by the School's insurance.

The School provides the following programs:

- (a) In-School Time Programs. In-school time programs include all programs operated during school hours. The School provides the in-school time program summarized in Exhibit E. Except as may be otherwise limited by the Department of Education approval of Friends affidavit of intent to charter the school or expanded by the Department of Education approval of any supplemental affidavit to expand the grades or programs offered by the School, the School may accept enrollment to students for the following in-school time program(s) (checked items apply):

- Early Learning
- Preschool Instructional
- Pre-K
- Grades K - 12

- (b) Out-of-School-Time Programs. Out-of-school-time programs include any programs operated before or after school hours, or on weekends, or during school calendar breaks, including before/after school care, but does not include School clubs or athletics. The School provides, operates, is affiliated with, or sponsors the

out-of-school time programs identified and described in Exhibit E and according to the parameters set forth therein. The School does not provide, operate, affiliate with, or sponsor out-of-school-time programs not otherwise identified and described in Exhibit E.

- (c) Club and Athletic Programs. The School provides club or athletic programs as it deems appropriate from time to time.

The School will provide equal access to all programs and will not permit any program to operate in derogation of Applicable Law or its status as a public school.

Section 6.6. Academic Curriculum Program. The School will implement and adopt the academic program and curriculum set forth in Exhibit E.

Section 6.7. Methods of Assessment. The School shall evaluate students' work based on, at a minimum, the assessment strategies identified in this Contract and its annual report.

- (a) Academic Measures – Friends will monitor student academic performance and school culture, which provides the basis for high academic performance.

1. Regular Assessments. Friends will monitor academic achievement by reviewing student testing and assessment.

2. Government Required Assessments. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.

3. Nationally-Normed Referenced Assessments & School-Level Assessments. Except as may be otherwise limited by Exhibit F, School students will take a nationally-normed referenced assessment on at least an annual basis. In addition, School students will also take data-driven instructional assessments developed by the School on at least a quarterly basis in reading, math, and science. The School may implement any additional assessments.

4. Assessment and Test Results. The School will provide Friends results of government required assessments at such time as the School receives its preliminary assessment results and at such time as the School receives its final assessment results, and the School will provide Friends the results of any other testing each quarter, but no later than November 1st, February 1st, and May 1st. Friends will compare testing data to other schools in order to measure performance.

5. Friends of Education Council. The School agrees to participate in the Friends of Education Council, also known as Director or All-School Meetings, which consists of representatives of all Friends authorized schools, and Friends will monitor the School's participation in the Council. The goal of participation in

the Council is to share information and identify resources, and the School agrees to do so.

6. Professional Development. The school will ensure that each teacher at the School has a professional development plan that focuses in part on developing quality assessments, measures of student outcomes, and effective teaching strategies. The School will advise Friends, on a semi-annual basis June 15th and December 15th of professional development attended by its staff.
 7. Teamwork and Common Planning Time. The School will ensure common planning time, relating to classroom instruction, for all teaching staff and will advise Friends on a semi-annual basis, January 15th and June 15th as to the extent of common planning time for both teaching staff in the same grade and teaching staff as a whole.
 8. Continuous Improvement. The School agrees that it is committed to continuous improvement and that accountability is a continuous improvement process. Accordingly, the School will develop and implement a continuous improvement plan and review it at least annually. The School will provide Friends a copy of its continuous improvement plan, which must be included in its annual report, no later than August 1st of each school year.
- (b) Site-visits. Friends may engage in scheduled and unscheduled site-visits in the course of the Contract term. Site-visits will be an opportunity to review academic goals and achievement data to date, evaluate the implementation of the academic program, operations and other matters. Friends may engage in scheduled and unscheduled site visits at such frequency as determined necessary or prudent by Friends.
- (c) Remediation.
1. School Initiated. If the School fails to make adequate progress towards achieving its academic outcomes/goals, financial targets, or comply with Applicable Law or other requirements, the School may at any time prepare and implement an improvement plan to overcome such deficiencies. The School may at any time submit the plan to Friends for review and comment prior to adoption and implementation.
 2. Friends Initiated. If Friends has a concern about the School, or if the School fails to make adequate progress towards achieving its academic outcomes/goals or to meet financial requirements, or to comply with Applicable Law, or other requirements, Friends shall provide the following notices, as applicable.
 - (a) Notice to School Leader or Board Chair. Friends shall notify the school leader or board chair of area(s) of concern for correction. Friends may

specify a target date for correction.

- (b) Formal Notice to School Board. If the situation remains uncorrected without reasonable explanation, or if a situation involves an urgent concern, Friends will formally notify the School of the area(s) of concern for correction and may ask the School to adopt a specific performance improvement plan. Friends shall specify a target date for correction which Friends may, if circumstances warrant, amend.

If Friends requires the School to retain a third-party investigation: (1) the School shall retain an investigator within ten (10) business days of such requirement; (2) the investigation will commence no later than fifteen (15) business days of such requirements; (3) the third party investigator must be acceptable to Friends, (4) the School shall authorize such investigator to provide status reports to and communicate with Friends; (5) the School and School staff and School board members will not take any action which undermines the neutrality/impartiality or comprehensiveness of the investigation; (6) the School will ensure that the investigation is conducted and investigation results are issued free from influence of the School, School staff, and School board members; (7) the investigative report must include both findings-of-fact and conclusions; (8) to ensure that the investigation is comprehensive and conducted free from influence, the School shall not impose cost limitations on the investigation; (9) if, during the investigation, new allegations unrelated to the issues which caused the investigation to commence are discovered, the School will require that the investigator promptly notifies Friends and the School of such new allegations; and (10) the School shall require the investigator to provide a complete copy of the investigative report to Friends.

- (c) Notice to School Board of Charter Revocation/Termination. Friends initiates notice whereby charter authorization will be withdrawn pursuant to Article X.

Section 6.8. School Calendar and School Day Schedule. The School shall provide instruction for at least the hours of instruction required by Minn. Stat. 120A.41, and shall notify Friends by each July 1st of the number of instructional days and hours for that school year.

Section 6.9. Finance, Reporting and Compliance.

- (a) To Friends. The School will furnish Friends with monthly financial reports, no later than the 20th of the month for the prior month, unless a different frequency is agreed to in writing by Friends. The reports must contain budget and actual revenue and expenses (both by current month and year-to-date) and contain explanations for all items exceeding budget and the manner in which the excess items will be resolved, as well as cash-flow statements and fiscal year-end fund balance projections. The financial reports will also include the total dollar

amount of unpaid accounts payable more than thirty days past due with an explanatory note for the total amount of any such past due amounts disputed by the School, if applicable; and the current average daily membership of the School. Should the School continually exceed its budgeted expenses with no corresponding increase in revenue, not report properly or timely to the Department of Education or Friends, evidence any fiscal or legal non-compliance, the School will engage resources to resume budgeted performance and operate in compliance with all Applicable Law and generally accepted standards of fiscal management.

The School will execute a release to enable Friends to discuss the School's financial matters with both its external auditor and accounting service provider if any. The School will submit the release to Friends no later than September 1st of each school year. The School consents to Friends conducting reviews of the School's accounts payable, at such times as Friends may require, either at the School or at the School's accounting service provider, if any.

The School Board is responsible for establishing, approving, and amending an annual budget in accordance with Applicable Law. The School will submit to Friends a draft budget for the following school year by May 1st.

By June 15th of each year, the School Board shall submit to Friends a copy of its final budget for the following school year. The budget must detail the enrollment on which the budget is based and budgeted expenditures at the object level. In addition, the School Board is responsible for approving all revisions and amendments to the annual budget. Within ten (10) business days after School Board approval, revisions or amendments to the School's budget shall be submitted to Friends.

- (b) To Department of Education. The School will comply with all reporting requirements established by the Department of Education.

Section 6.10. Accounting Standards. The School shall at all times comply with generally accepted public sector accounting principles, generally accepted standards of fiscal management, and accounting system requirements that comply with Department of Education requirements.

Section 6.11. Annual Financial Statement Audit. The School shall engage an annual external audit of all financial and accounting records. The audit will be prepared and reviewed by an independent certified public accountant. By December 15th of each year, the School shall submit two (2) copies of the annual financial statement audit and auditor's management letters, including any required supplemental information, for the school year ending the previous June 30th to Friends. By January 1st of each year, the School Board shall provide to Friends a copy of any responses to auditor's management letters. The School will comply with the same financial audits, audit procedures, and audit requirements of school districts, including Minnesota Statutes sections 123B.75 to 123B.83, except to the extent

deviations are necessary because of the program of the School. Financial, program, or compliance audits may be conducted by the Department of Education, or the State Auditor, and/or the Legislative Auditor.

Section 6.12. UFARS and MARSS. The School will utilize the UFARS financial accounting principles and methods. The School will comply with MARSS requirements with respect to student accounting.

Section 6.13. Contributions and Fundraising. The School may solicit and receive contributions and donations as permitted by Applicable Law and UFARS. No solicitation shall indicate that a contribution to the School is for the benefit of Friends. The School will not include fundraising, grants, or gifts not already received or subject to written pledge in its budget for operating expenses.

Section 6.14. Annual Reports. The School will submit its state-required annual report to Friends no later than seven days before the date specified by the Minnesota Department of Education, and if the Department of Education does not specify a due date, no later than October 1st for the immediately preceding school year ending June 30th. The annual report shall be approved by the School Board prior to the submission to Friends and will include such information as Friends may require.

Section 6.15. Employment. An employee hired by the School shall be an employee of the School for all purposes and not an employee of Friends for any purpose. With respect to School employees, the School shall have the power and responsibility to: (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The School shall comply with the Public Employment Labor Relations Act (PELRA), Minnesota Statutes Chapter 179A, as applicable. The School must employ or contract with teachers who hold valid licenses or any allowable waivers to perform the teaching service for which they are employed at the School.

The School Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The School shall employ and contract teachers who hold valid licenses or certifications, as required by Applicable Law. Teachers employed by the School shall be treated by the School as public school teachers for the purposes of Minnesota Statutes Chapters 354 and 354A.

The School will ensure that lesson plans and related materials developed by School employees to implement the School's academic program and curriculum are and remain School, and not individual/employee, property.

Section 6.16. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the School shall be the responsibility of the School.

Section 6.17. Transportation. The School may provide transportation for students enrolled in the School and shall provide transportation for all students who are enrolled in the

School and who reside in the district in which the School is located as required by Applicable Law; otherwise, the School will ensure that transportation will be provided by the district in which the School is located. In providing transportation either through the district or itself, the School shall do so in compliance with and provide any notices required by Applicable Law.

Section 6.18. Notification of Claim. The School agrees to provide notice to Friends within five (5) days of the School's receipt of any significant claim, including any allegation of illegality or impropriety by the School or its employees, and any adverse notice received from the Department of Education.

Section 6.19. Expenses. The School agrees to pay for all expenses related to its operation as a charter school, including expenses incurred for operational programs and all expenses related to the performance of its obligations under this Contract and Applicable Law.

Section 6.20. Board Data. The School agrees to notify Friends of any resignations or additions to its School Board within ten (10) days of such change. All additions to the School Board will execute a statement of assurance, in the form of Exhibit K, within ten (10) days of such addition, and which shall be provided to Friends within thirty (30) days of such addition. The School agrees to obtain background checks, at the School's expense or at the individual's expense if allowed by Applicable Law, on all potential board members before such members are added to the School Board; the School shall certify to Friends within ten (10) days of receipt of such background check that the background check has been completed and whether or not the background check contained adverse information. In addition, the School agrees to furnish Friends minutes of the Board's meetings at such time as the minutes are distributed to the School Board. The School further agrees to notify Friends of the School Board meeting schedule at least twenty (20) days in advance of meeting dates and at the same time as notice provided to board members for special and emergency meetings. The School further agrees to provide Friends by October 1st of each year, conflicts of interest statements for all board members and ex-officio board members in the form Friends requires.

Section 6.21. Pre-Opening Progress & Additional Reporting Obligations.

- (a) Pre-Opening Progress. If, as of the date of this Contract's issuance, the School is not operational, the School will inform Friends regarding its progress in establishing the School in the format required by Friends. The School agrees to the following significant target dates effective for the months immediately preceding School opening:

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

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

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

(b) Additional Reporting Obligations.

1. Teacher Licensure. The School will advise Friends by September 15th of each school year of the following for each teaching staff member: full name, Minnesota license number, grade taught, subject(s) taught. The School will advise Friends of any changes to its teaching staff within ten (10) days of such change.
2. Enrollment. The School will advise Friends of its enrollment and attendance daily for the first ten school days of each school year, then once weekly for the following four weeks, then once each on December 15th and on March 15th.

Section 6.22 Cooperation and Third Parties. The School agrees to cooperate with and assist Friends or its designee in providing the access, information, and data Friends requires at Friends' sole discretion in executing this Contract. The School understands and agrees that Friends may contract with a third party to perform any of Friends' oversight functions.

ARTICLE VII

GENERAL PROHIBITIONS

Section 7.1. Tuition Prohibited. The School shall not charge tuition. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by Applicable Law, including Minn. Stat 123B.34-123B. 39.

Section 7.2. Establishment of Religion Prohibited. The School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

Section 7.3. Home School Support Prohibited. The School shall not be used as a method of educating or generating revenue for students who are being home schooled, except as may be allowed by Applicable Law.

Section 7.4. Open Admissions. The School shall not limit admissions to students on the basis of intellectual ability, measures of achievement or aptitude, athletic ability or any other criteria inconsistent with Applicable Law. A student shall be re-enrolled for

the next school year until formally withdrawn from the School.

Section 7.5. Lottery Admissions. The School shall enroll an eligible student who submits a timely application, unless the number of applicants exceeds the capacity of the programs, class, grade level, or building. In such cases, enrollment shall be by lottery and, when conducting such lottery, the School shall provide enrollment preferences as provided by Applicable Law

ARTICLE VIII

COMPLIANCE WITH STATE AND FEDERAL LAWS

Section 8.1. State Laws. The School shall comply with applicable state laws. Nothing in this Contract shall be deemed to apply any other state law to the School. Except as otherwise provided by the Charter School Act or this Contract, the School shall be exempt from all Minnesota Statutes and rules applicable to a school, school board, and school district unless the statute or rule is made specifically applicable to a charter school.

(a) Students with Disabilities.

1. Compliance. The School shall comply with Minnesota Statute Sections 125A.02, 125A.03 to 125A.24 and 125A.65, concerning the provision of education services to students with a disability at the School.
2. Special Education Director. The School shall employ or contract with a special education director who shall be responsible for program development, coordination and evaluation; planning for professional development and general programmatic and fiscal supervision and administration.
3. Systems & Services. The School shall implement, at a minimum:
 - (a) a child-find system to identify students with disabilities and students who are suspected of having disabilities; such system will include a procedure for receiving referrals from parents, teachers, outside agencies, and physicians.
 - (b) a system for conducting comprehensive initial and re-evaluations to determine eligibility for special education and related services.
 - (c) a full range of special education services to ensure that all students with disabilities are provided with the specially-

designed instruction and related services based on their disability-related needs.

- (d) a system for monitoring appropriate and proper due process procedures to ensure effective and efficient child study procedures and methods of providing special education services for identified students.

- 4. Financial Parameters. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill certain special education costs not paid by state special education funds to the student's resident district. The combination of state special education funds and the ability to bill to the district certain special education costs enable the School to adequately provide special education services to such children. The School may also access federal special education funds.

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

- (b) Health and Safety. The School shall meet the same federal, state, and local health and safety requirements applicable to a school district.
- (c) Immunization. The School shall comply with the Minnesota Statutes section 121A.15, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and hemophilia influenza type B prior to enrollment.
- (d) Human Rights Act. The School shall comply with the Minnesota Human Rights Act, Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes section 121A.04, which governs provisions of equal opportunities for members of both sexes to participate in athletic programs.
- (e) Student Discipline and Dismissal. The School shall comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes sections 121A.40 to 121A.56. The School Board shall provide to Friends its approved discipline policy and procedure consistent with the MPFDA within 120 days of the effective date of this Contract. The School shall comply with the continuing truant notifications under Minnesota Statute

section 260A.03.

- (f) Fee Law. The School shall comply with the Minnesota Public Schools Fee Law, Minnesota Statutes sections 123B.34 to 123B.39, which governs authorized and prohibited student fees.

Section 8.2. Federal Laws. The School shall comply with applicable federal laws. Nothing in this Contract shall be deemed to apply any other federal law to the School.

Section 8.3. Intellectual Property. The School has ascertained that its name and logo do not violate or infringe upon the intellectual property rights of another and has taken appropriate measures to secure the intellectual property rights with respect to its name and logo.

Section 8.4. Student Records. The School shall comply with Applicable Law regarding the management and transfer of student records.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. Friends and the School acknowledge that the operation and administration of a charter school and the improvement of educational outcomes over time may require appropriate amendment of this Contract. In order to ensure a proper balance between the need for independent development of the School and the statutory responsibilities of Friends as an authorizing body, all amendments to this contract must be in writing, and signed by the parties.

Section 9.2. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities and obligations, rights, or remedies of either the School or Friends, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities, obligations, rights or remedies of the School and Friends shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X

CONTRACT REVOCATION/TERMINATION AND NONRENEWAL

Section 10.1. Grounds for Revocation/Termination or Nonrenewal. This Contract may be revoked/terminated and need not be renewed by Friends upon a determination by Friends that one or more of the following has occurred:

- (a) Failure of the School to demonstrate satisfactory achievement for all students including the requirements for student performance set forth in this Contract; or
- (b) Failure of the School to meet generally accepted standards of fiscal management; or
- (c) Failure of the School to comply with all Applicable Law.

Section 10.2. Other Grounds for Revocation/Termination or Nonrenewal. In addition to the grounds for revocation/termination and nonrenewal set forth in Section 10.1, Friends may revoke/terminate or not renew this Contract, upon Friends' determination that one or more of the following has occurred:

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

Section 10.3. Procedures for Revoking/Terminating or Not Renewing Contract. Friends' process for revoking/terminating or not renewing the Contract is as follows:

- (a) Notice of Intent to Revoke/Terminate or Not Renew. Friends, upon reasonable belief that grounds for revocation/termination or nonrenewal of the

Contract exist, shall notify the School Board of such grounds by issuing the School Board a notice of intent to revoke/terminate or not renew. The notice of intent to revoke/terminate or not renew shall be in writing, shall set forth in reasonable detail the alleged grounds for revocation/termination or nonrenewal, and shall state that the School Board may request in writing, within fifteen (15) business days of receiving the notice, an informal hearing before Friends.

- (b) School Board's Response. Within fifteen (15) business days of receipt of the notice of intent to revoke/terminate or not renew, the School Board shall respond in writing to the alleged grounds for revocation/termination or nonrenewal. The School Board's response shall either admit or deny the allegations of non-compliance.
- (i) Response of Admission to notices of intent to revoke/terminate: If the School's response includes admissions of non-compliance with the Contract or Applicable Law, the School Board's response must also contain a description of the School Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law.
- (ii) Response of Admission to notices of intent to not renew: If the School's response includes admissions of non-compliance with the Contract or Applicable Law, except for non-compliance or failure to improve all pupil learning and all student achievement, the School Board's response must also contain a description of the School Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the notice of intent to not renew is based on the school's non-compliance or failure to improve all student learning and all student achievement, the School acknowledges that the Charter School Act requires that the most important factor Friends will consider in renewal is the performance of all students under the Charter School Act's primary purpose and not the School's future plans to improve such performance.

If the School's response includes a denial of non-compliance with the Contract or Applicable Law, the School's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law.

A response not in compliance with this Section shall be deemed to be non-responsive.

As part of its response, the School Board may request that an informal hearing be scheduled with Friends. The School Board's failure to provide

to Friends a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to Friends' proposed action.

- (c) Informal Hearing. Upon receiving a timely written request for an informal hearing, Friends shall give ten (10) business days' notice to the School Board of the hearing date and time, and Friends shall conduct such hearing.
- (d) Plan of Correction. Friends shall review the School Board's response and may, in its sole discretion, determine whether a reasonable plan for correcting the deficiencies, other than the School's failure to improve all pupil learning and all student achievement, may be formulated. If Friends determines that a reasonable plan for correcting the deficiencies set forth in the notice of intent to revoke/terminate or not renew can be formulated, Friends shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, Friends is permitted to adopt, modify or reject some or all of the School Board's response for correcting the deficiencies outlined in the notice of intent to revoke/terminate or not renew. Friends is not obligated to accept from or offer a Plan of Correction to the School.
- (e) Withdrawal of Notice of Revocation/Termination or Nonrenewal. Friends may withdraw its notice of intent to revoke/terminate or not renew if Friends determines any of the following: (i) the School Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the notice of intent to revoke/terminate or not renew has been corrected by the School Board; or (iii) the School Board has successfully completed a Plan of Correction.
- (f) Effective Date of Revocation/Termination or Nonrenewal. If Friends decides to revoke/terminate the Contract, the revocation/termination shall be effective on the date of Friends' act of revocation/termination, or at a later date as determined by Friends, such date specified by Friends in its determination of revocation/termination.

If Friends decides to not renew the Contract, the nonrenewal shall be effective on the last date of the Contract, or at an earlier date as determined by Friends, such date specified by Friends in its determination of nonrenewal.

Friends must take final action regarding revocation/termination or nonrenewal no later than twenty (20) business days: (i) before the specified date for revocation/termination or non-renewal of the Contract, or (ii) the Contract's termination date.

Section 10.4. Dissolution. If this Contract is revoked/terminated, or if this Contract is not renewed pursuant to this Article, the School will dissolve following the process provided by Minn. Stat. Ch. 317A and Applicable Law relating to dissolutions and Exhibit L.

Section 10.5. Distribution of Property Upon Termination of Contract. In the event of dissolution of the School, all property which it might lease, borrow or contract for use, shall be promptly returned to those organizations or individuals from which the School has leased or borrowed the materials.

Section 10.6. Property Owned by School. All property which has been purchased by the School will remain its own. In the event of subsequent dissolution of the School, such property as may be required or permitted by Applicable Law will first be donated to other charter schools authorized by Friends and if no Friends School wants such property, then to any other Minnesota Charter School. Any remaining property then will be sold or distributed in accordance with Applicable Law.

Section 10.7. Property Owned by School Employees. All property personally and/or individually owned by the trained and licensed teachers or staff employed by the School, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, personal mementos and other materials or apparatus which have been personally financed by teachers or staff. Such property does not include lesson plans and related materials developed and produced by School employees to implement the School's academic plan and curriculum; the School will ensure that its employment agreements document that such property is School property.

ARTICLE XI

ADDITIONAL PROVISIONS

Section 11.1. Contract Renewal or Transfer to Different Authorizer.

(a) Contract Renewal.

1. Considerations Determining Renewal. The School acknowledges that improving all pupil learning and all student achievement is the most important factor Friends will consider in determining Contract renewal, which determination shall be based substantially on the School's attainment of its academic outcomes/goals identified in Exhibit F. Friends will also consider any compelling evidence of improved pupil learning and student achievement for all students on Department of Education measures other than the attainment of outcomes/goals specified in Exhibit F.

Friends will consider other factors in its renewal determination, which factors are considered secondary to improving all pupil learning and all student achievement. Specifically, Friends will consider the achievement of any additional identified purposes specified in Exhibit D, and financial and operational performance obligations and compliance with Applicable

Law as set forth in this Contract.

The School will be eligible for renewal only if the School has improved pupil performance and student achievement for all students, notwithstanding superior performance in financial, operations, governance, or legal compliance factors.

If Friends offers a renewal contract, a five-year term will be awarded only if warranted by School performance: the School has improved all pupil learning and all student achievement, the School has met or substantially met its academic pupil performance outcomes/goals in Exhibit F, the school has no significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas.

2. Considerations Warranting Nonrenewal. Nonrenewal is warranted based on the existence of grounds identified in section 10.1 or 10.2 or Applicable Law, notwithstanding the existence of improved pupil learning and student achievement for all students. For example, nonrenewal will result from the School's failure to improve all pupil learning and all student achievement notwithstanding superior performance in financial, operations, governance, or legal compliance factors, and nonrenewal may result from the School's improvement of all pupil learning and all student achievement combined with a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas.
3. Corrective Action Renewal. If the School has improved all pupil learning and all student achievement, but School performance also indicates the existence of a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas, Friends may, but is not obligated to, renew this Contract. If Friends renews the Contract in these circumstances, the renewal is for corrective action with a term not to exceed three years, and the School acknowledges and agrees that the School must continue to improve all pupil learning and all student achievement and must eliminate and resolve the deficiencies causing the Corrective Action Renewal and that no additional deficiencies are created or identified during that renewal term, in order to be eligible for a subsequent renewal.
4. Application. By September 1st of the school year in which this Contract terminates, the School will submit an application to Friends which shall contain three parts: (1) School Performance. An analysis and evaluation

of the School's performance under this Contract, which shall include a comprehensive evaluation of each contract goal for each year of the contract, as well as an evaluation of fiscal, operational, and governance performance during the term of the contract; (2) Proposed Goals. A proposal for goals for the following contract period; the goals must be specific, measurable, achievable, relevant, and time-bound, and must be designed to meet or exceed expectations adopted by the Commissioner for public schools; and (3) Other Information. Any other information the School desires Friends to consider. The School agrees to provide to Friends documentation supporting the School's evaluation if requested by Friends.

Friends will notify the School within four weeks of receipt of the School's external audit (final, not draft) for the most recently completed fiscal year as to whether Friends intends to offer a renewal charter contract.

- (b) Transfer to Different Authorizer. Friends must consent to the School's transfer to another authorizer. If Friends consents to the School's request to transfer to a different authorizer, the School agrees to reimburse Friends, for the most recent ten-year period, for any authorizer fees waived or not paid, grants provided by Friends to the School, and all training and professional development provided to the School by a third party but paid by Friends. This provision does not apply if Friends requests that the School transfer to another authorizer.

Section 11.2. Insurance. The School Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

- (a) workers' compensation insurance to include coverage A;
- (b) insurance covering all of the School's real and personal property, whether owned or leased;
- (c) insurance required by Minn. Stat. 466.04, including 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 Friends, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide Friends or its designee copies of all insurance policies required by this Contract, if requested by Friends. Friends 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 of Education may suggest or Applicable Law may determine alternative amounts and terms of any deductible or insurance provisions, which shall supersede the foregoing requirements. The School shall provide the Department of Education with any insurance information, as requested.

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.

Section 11.3. School Lease. The School shall provide to Friends a copy of its lease, and any subsequent amendment(s), or deed for the premises in which the School shall operate within fourteen (14) calendar days of execution. The school will provide to Friends any notice of lease termination within five (5) calendar days of receipt. The School may lease space from any independent or special school board eligible to be a charter school authorizer, other public organization, private nonprofit institution organization or private property owner, as it deems necessary. The School may lease space from a sectarian organization as allowed by Applicable Law.

Section 11.4. Occupancy and Safety Certificates. The School Board shall: (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 Friends before the first day of classes, if requested by Friends.

Section 11.5. Legal Liabilities. Friends 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, Friends, officers and members of the Board of Friends, and employees of Friends, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to Minnesota Statutes Section 124E.09, and nothing in this Contract is intended to affect such immunity.

Section 11.6. Indemnification of Friends & Commissioner. Notwithstanding Section 11.5, the School agrees to indemnify and hold harmless Friends and its officers, board members, employees, agents or representatives, and to indemnify and hold harmless the Commissioner and Department of Education officers, agents, and employees notwithstanding Minn. Stat. section 3.736, from all suits, claims, demands, or liability, including attorney fees, and related expenses, which arise out of or are in any manner connected with the School's operations or which are incurred as a result of the reliance of Friends 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 Friends' exercise of its obligation under Applicable Law or enforcement of this Contract.

ARTICLE XII

GENERAL TERMS

Section 12.1. Term of Contract. This Contract shall be effective on the date of its issuance, July 1, 2022, and shall remain in full force and effect for five (5) academic years through the end of the 2026-2027 school year, and shall terminate at 11:59:59 p.m. on June 30, 2027, unless sooner revoked/terminated according to the terms hereof.

Section 12.2. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic mail; or (iii) upon placing into United States mail if by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by written notice delivered pursuant hereto:

If to Friends:

Friends of Education
11100 Wayzata Blvd, Suite 800
Minnetonka, MN 55305

If to School: to the attention of the School Board or School Board President/Chair at:

Nova Classical Academy
1455 Victoria Way
St. Paul, MN 55102

Section 12.3. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. Subject to §9.2, if any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null

and void, and all other provisions shall remain in full force and effect.

Section 12.4. Successors. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors.

Section 12.5. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between Friends and the School with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.6. Assignment. This Contract is not assignable by either the School or Friends.

Section 12.7. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.8. Governing Law. This Contract shall be governed and controlled by the laws of the State of Minnesota as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.9. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.10. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.11. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.12. No Third Party Rights. This Contract is made for the sole benefit of School and Friends. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.13. Non-agency. School is not an agent of Friends and Friends is not an agent of the School.

Section 12.14. Termination of Responsibilities. Except as provided in §12.15, upon termination or revocation of the Contract, Friends or its designee and the School shall have no further obligations or responsibilities under this Contract to the School or any other person or persons in connection with this Contract.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.1(a)3 Corrective Action Renewal, Section 11.2 Insurance, Section 11.5 Legal Liabilities, Section 11.6 Indemnification of Friends, Section 12.8 Governing Law, Section 12.10 Construction, Section 12.13 Non-Agency, and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

As the designated representative of Friends, I hereby issue this Contract to the School as of the date set forth:

DATE: July 1, 2022

FRIENDS OF EDUCATION

By: _____
R.E. Topoluk
Its: Executive Director

Executed: _____

As the authorized representative of the School, I hereby certify that the School is able to comply with the Contract and all Applicable Law, and that the School, through its governing board, has approved and agreed to comply with and be bound by of the terms and conditions of this Contract as of the date set forth above.

By: _____
Frank Ross
Its: Board Chair

June 28, 2006

Elizabeth Topoluk
Friends of Ascension
EXO-01-A, 200 E Lake Street
Wayzata, MN 55391

Dear Ms. Topoluk:

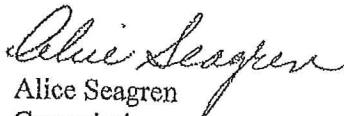
This letter provides notification that the request by Friends of Ascension to sponsor Nova Classical Academy Charter School has been approved according to requirements set forth in Minnesota Statute 124d.10, Results-Oriented Charter Schools. Nova Classical Academy is an exciting charter school located in St. Paul.

This approval provides Friends of Ascension the authority to move forward in the process of becoming the new sponsor for Nova Classical Academy.

The Charter Schools Office has the draft contract between the school and sponsor on file. Please send the final contract once completed and signed.

Congratulations and best wishes for continued success at Nova Classical Academy.

Sincerely,


Alice Seagren
Commissioner

Cc: John Greving, Director
Nova Classical Academy

Louise Wilson
Bethel College

**AMENDED AND RESTATED BYLAWS
OF
NOVA CLASSICAL ACADEMY
A Minnesota Charter School**

**ARTICLE I
OFFICES**

The registered office of the corporation in the State of Minnesota is 1455 Victoria Way, St. Paul, MN 55102, or such other location as may be on file from time to time with the Office of the Minnesota Secretary of State. The corporation may have such other offices within the State of Minnesota as the Board of Directors may determine or as the affairs of the corporation may require. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

**ARTICLE II
PURPOSE**

Nova Classical Academy (hereinafter Nova Classical), a Minnesota nonprofit corporation, has as its purpose education within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including but not limited to, the establishment and operation of a charter school under the laws of the State of Minnesota.

**ARTICLE III
BOARD OF DIRECTORS**

1. *Board of Directors.* Membership of the Board shall consist only of the members of the Board of Directors (hereby the Board) listed in these Bylaws. Changes to board governance structure below may occur only if approved (1) by a majority vote of the board of directors and a majority vote of the licensed teachers employed by the school as teachers, including licensed teachers providing instruction under a contract between the school and a cooperative; and (2) with the authorizer's approval. Additionally, any change in board governance structure must conform with the board composition established under Minn. Stat. 124E.07 and Minn. Stat. Ch.317A.

2. *Number of Voting Directors.* The number of voting Directors shall not be fewer than seven (7) nor greater than eleven (11). The Board composition shall include at least two (2) licensed teachers employed at Nova Classical, and at least one (1) interested community member as defined by law; and the remaining Directors shall be parents/legal guardians of students enrolled in Nova Classical. To maintain a parent-majority Board, the number of Directors who are parents/legal guardians of students enrolled at Nova Classical shall at all times be at least one more than the combined number of Directors who are licensed teachers employed at Nova Classical; and the number of Directors who are interested community members. A licensed teacher employed at Nova Classical who is simultaneously the parent/legal guardian of a student enrolled in Nova Classical shall only be eligible to serve as a Director in the licensed teacher category. All voting Directors shall be over the age of twenty-one (21) at the beginning of their term.

3. *Ex Officio Nonvoting Board Members.* Ex officio nonvoting seats on the Board are created and filled by law, by these Bylaws, or by action of the Board, and are otherwise exempt from Nova Classical's election process for voting board seats set forth in these Bylaws. The following shall sit as ex officio nonvoting members of the Board:

- a. Nova Classical's chief administrative officer, however designated, and Nova Classical's chief financial officer if the position of chief financial officer is held by a person other than a voting board member serving as Nova Classical's Treasurer.

4. *Appointed Nonvoting Board Members.* Appointed members are nonvoting members and may not have access to confidential or private student or personnel data and may not attend closed board sessions. They may attend any other meeting or training of the Board, though they will not be compensated for any travel or other expenses unless otherwise stated by the Board. These members serve at the discretion of the Board and can be removed by a simple majority vote of the Board. Unlike elected board members, they are appointed each year and do not contribute toward a quorum of the Board. The appointed non-voting members shall be:

- a. A representative of Nova Classical Academy PTO who is chosen through the discretion of the NPTO;
- b. A student enrolled in Nova's eleventh or twelfth grade who is chosen through the discretion of the Upper School principal.

5. *Powers.* The Board shall conduct or direct the affairs of Nova Classical and exercise its powers, subject to the limitations of Minnesota Statutes Chapter 317A and Section 124E.01, Nova's Articles of Incorporation, these Bylaws, and by any other controlling law. The Board may delegate the management of the activities of Nova Classical to others. The Board may exercise all powers and perform all acts which are not prohibited by law, by the Articles, or by these Bylaws, all which may be amended, including but not limited to the following specific powers:

- a. To select and remove officers, agents, and employees of Nova Classical; to prescribe powers and duties for them; and to fix their compensation;
- b. To manage, and oversee the affairs and activities of Nova Classical, and to make rules and regulations;
- c. To enter into contracts, leases, and other agreements which are, in the judgment of the Board, necessary or desirable for the interests of Nova Classical;
- d. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of such property;
- e. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;

f. To indemnify and maintain insurance on behalf of any of its Directors, officers, employees, or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, 124E.10, subdivision 1, para (b), and the limitations noted in these Bylaws; and

g. To remove Directors.

6. Election of Board of Directors.

a. Eligible Voters. The voters eligible to elect the members of Nova Classical's Board are:

- i. all staff members employed at Nova Classical, including teachers;
- ii. all parents and legal guardians of students enrolled at Nova Classical; and
- iii. such other persons as may be required by law.

b. Nomination Process; Notice of Election and Meeting. At least ninety (90) days prior to Nova Classical's May meeting, the Governance Committee shall solicit nominations for all of the Director positions to be filled at the next annual meeting. The Governance Committee shall be responsible for the administration of the annual election.

7. Term of Office.

a. Terms of office for elected Directors shall begin on July 1st in the year of election.

b. Staggered Terms. As authorized by Minnesota Statutes, section 317A.207, subdivision 2, the Board shall be divided into three (3) groups of Directors so that the terms of office of approximately one-third (1/3) of the Directors in each category shall expire each year. The Secretary shall maintain a schedule of the classifications and terms of office for all seats on the Board.

i. If resignations or other events make it necessary to purposefully stagger the terms, the Board may determine a shorter term or terms of office for one election cycle, provided that the determination occurs before the start of the nomination period.

c. All Directors shall hold office for three (3) years, or until their earlier death, resignation, or removal from office; provided, however, that:

i. A parent/legal guardian may serve as a Director only so long as they have a child enrolled at Nova Classical;

- ii. A licensed teacher employed by Nova Classical may serve as a Director only so long as they are so-licensed and employed;
- iii. An interested community member may serve as a Director only so long as they meet the statutory qualifications for such category;
- iv. A Director must be at least twenty-one (21) years of age when their term begins;
- v. A Director appointed to fill a vacancy shall hold office through June 30 of the school term in which their appointment occurs.

Directors may be reelected to successive terms and may serve simultaneously as officers. The Board may exercise all its powers notwithstanding any vacancy or vacancies in its number.

8. Resignation of a Director. Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or the Secretary of the Board. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9. Removal of Directors. A Director may be removed with or without cause by an affirmative vote of two-thirds (2/3) of the Directors then in office, excluding the Director proposed for removal. In addition, the Board shall remove any Director who:

- a. Has failed to attend two or more of the Board's regular meetings without good excuse in any one-school-year period;
- b. Has failed to attend three or more of the Board's regular meetings in any one-school-year period regardless of cause or excuse.

10. Vacancies. A Board vacancy shall be deemed to exist if any Director dies, resigns, is removed, is ineligible to serve, or if the authorized number of Directors is increased. Any vacancy on the Board shall be filled by the appointment of a new Director by the affirmative vote of a majority of the remaining Directors, even if less than a quorum. The Governance Committee shall nominate candidates and make recommendations to the Board to fill vacancies on the Board; provided, however, that the Board may also consider candidates other than those nominated and/or recommended by the Governance Committee to fill a vacancy. A Director filling a vacancy shall hold office for the term as set forth in Section 6 above.

11. Compensation. Directors shall not receive compensation for their services, however, the Directors of Nova Classical may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to Nova Classical, as the Board from time to time determines such services to be directly in furtherance of the purposes and in the best interests of Nova Classical. Notwithstanding the foregoing, Directors who are also employees of Nova Classical shall be entitled to reasonable compensation for services rendered to Nova Classical as employees; provided that no part of the compensation of an employee of Nova Classical shall be compensation for services as a Director

ARTICLE IV
MEETINGS OF THE BOARD OF DIRECTORS

1. Open Meetings. Meetings of the Board and all Standing and Ad Hoc Committees shall comply with the Minnesota Open Meeting Law unless excused by the Board for a specific purpose as set forth in the Board's minutes and (1) the committee does not include a quorum of Directors and (2) the committee is making a recommendation to the full Board, not taking action as a committee.
2. Place of Meetings. Board meetings may be held at Nova Classical's registered office or at any other reasonably convenient place as the Board may designate.
3. Regular Meetings. Regular meetings shall be held at such times as are set on the school calendar adopted annually by the Board. The Board shall meet no fewer than ten (10) times per fiscal year.
4. Special Meetings. Special meetings of the Board may be called at any time for any purpose by the Board Chair. The Board Chair shall call a special meeting of the Board upon the written request of one-third (1/3) of the Directors.
5. Cancellation of Meetings. The Board Chair may cancel a meeting with reasonable cause.
6. Adjournment. A majority of the Directors present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given if the time and place be fixed at the meeting adjourned and recorded in the minutes of that meeting. If the meeting is adjourned for longer than 24 hours, notice of the adjournment shall be given as for special meetings.
7. Notices of Meetings. Notices of meetings of the board meetings shall be given as follows:
 - a. Regular Meetings. A schedule and the location of regular meetings of the Board shall be provided to each Director and shall be kept on file at Nova Classical's registered office. If the Board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule of regular meetings, the same notice shall be given as if the meeting were a special meeting pursuant to paragraph b. below.
 - b. Special Meetings. For a special meeting, except an emergency meeting or a special meeting for which a notice requirement is otherwise expressly established by statute, the Board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board at Nova Classical's registered office and the principal bulletin board of any other Nova Classical office(s). The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings with the Board. This notice shall be posted and mailed or delivered at least three days before the date of the meeting, excluding the day of posting and mailing or delivery and any intervening Saturdays or Sundays, and including the date of the special meeting.

c. *Other Methods.* Notice to Directors, parents/guardians, Nova Classical employees, and/or the public may be provided in any manner or by such other methods as are fair and reasonable under the circumstances, or as otherwise required or allowed by law, including without limitation by posting on Nova Classical's website, by email, and/or other digitally-transmitted technologies.

8. *Actual Notice.* If a person receives actual notice of a meeting of the Board at least twenty-four (24) hours before the meeting, all notice requirements of this Article are satisfied with respect to that person, regardless of the method of receipt of notice.

9. *Waiver of Notice.* A Director may waive notice of a meeting of the Board. A waiver of notice by a Director entitled to notice is effective whether given before, at, or after the meeting, and whether given in writing, orally, by authenticated electronic communication, or by attendance. Attendance by a Director at a meeting is a waiver of notice of that meeting, unless the Director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate in the meeting.

10. *Agendas for Meetings.* The Board Chair shall set the agendas for meetings of the Board. Any Director, parent/legal guardian of a student enrolled in Nova Classical, employee of Nova Classical, or student enrolled in Nova Classical may request that an item be placed on the agenda of the next regular Board meeting by contacting the Board Chair or Vice Chair in writing, by phone, or via email or other electronic technologies with such request not less than five (5) days prior to the scheduled meeting.

11. *Public Comment at Meetings.* A minimum of fifteen (15) minutes shall be reserved at each regular meeting for comments and requests for business to be brought before the Board by parents/legal guardians of students enrolled in Nova Classical, employees of Nova Classical, students enrolled in Nova Classical, and interested community members. The Board Chair may reasonably limit individual speaking times.

12. *Closed Meetings.* The Board may close a meeting only under circumstances allowed or required by the Minnesota Open Meeting Law.

13. *Minutes.* The minutes of meetings of the Board shall record all votes taken at the meeting. The minutes shall record the vote of each Director on appropriations of money, except for payment of judgments and amounts fixed by statute. Minutes of board meetings shall be open to the public during all normal business hours where records of the Academy are kept.

14. *Public Copies of Directors' Materials.* At least one copy of any printed materials relating to the agenda items of the meeting prepared or distributed by or at the discretion of the Board or its employees, and distributed at, before, or available during the meeting to all Directors, shall be available in the meeting room for inspection by the public while the Board considers their subject matter. This section does not apply to materials classified by law as other than public, or to materials relating to the agenda items of a closed meeting.

ARTICLE V
ACTION BY THE BOARD OF DIRECTORS

1. Quorum. A quorum consists of a majority of the Directors currently in office.
2. Action by the Board. The actions done and decisions made by a majority vote of the Directors present and entitled to vote at a meeting duly held at which a quorum is present are the actions and decisions of the Board unless a greater or lesser vote is required for the specific action set forth in these Bylaws, the Articles of Incorporation, or by law. The Board may continue to transact business at a meeting at which a quorum was originally present, even though Directors withdraw, provided that any action taken is approved by at least a majority of the quorum required. Each Director shall have the power to exercise one (1) vote on all matters to be decided by resolution of the Board. Voting by proxy shall not be allowed.

ARTICLE VI
COMMITTEES AND PURPOSE

1. Standing Committees. The Board shall maintain the following standing committees:
 - a. Budget and Finance Committee. The Budget and Finance Committee shall be responsible for presenting an annual budget to the Board, making recommendations to the Board on long-range financial and facilities planning and salaries and benefits, monitoring contracts, ensuring compliance with state financial procedures, and such other duties as are deemed appropriate and necessary by the Board.
 - b. Governance Committee. The Governance Committee shall be responsible for maintaining effective board policies, for promoting an active board recruitment process for Nova Classical, for the orientation and mentoring process of new board members, for working with the Board Chair and Executive Director to promote ongoing leadership and governance education and growth of all board members, for periodic assessment processes for individual board members and the Board as a whole, for the duties set forth elsewhere in these Bylaws in regard to the annual election of Directors and filling of vacancies, and for such other duties as may be determined from time to time by the Board. The Governance Committee shall be chaired by a Director and include no less than one additional Director and no fewer than three individuals who are neither Directors nor officers of Nova Classical.
 - c. Academic Excellence Committee. The Academic Excellence Committee is charged by and shall be responsible to the Board for ensuring high academic standards at Nova Classical, true to the classical tradition and consistent with Nova Classical's mission and vision. The Academic Excellence Committee shall be chaired by a Director, shall include Nova Classical's Executive Director as a member, and shall strive to include as members additional representation from all Nova Classical constituencies.
 - d. Executive Director Review Committee. The Executive Director Review Committee is charged with working with the Board and Executive Director to set the yearly goals for the Executive Director, as well as the measurements for those goals. Additionally, the Executive Director Review Committee shall assist in monitoring progress

towards those goals, provide support in meeting those goals, and conduct a review of the progress made towards those goals at the end of the school year. This committee shall be chaired by the Vice Chair and shall include no fewer than two additional board members.

2. Election and Removal of Standing Committee Chairs. Standing committee chairs shall be elected and removed in the same manner as officers of the Board.

3. Ad Hoc Committees. The Board may, at its discretion, create Ad Hoc committees to address specific subjects of concern. The resolution creating an Ad Hoc committee shall specify the purpose, duration, powers and responsibilities of the committee. The Board shall appoint a chair who may, but need not be, a Director. The Board may remove an Ad Hoc committee chair at its discretion. Unless otherwise specified in the resolution authorizing or amending the creation of an Ad Hoc committee, an Ad Hoc committee shall be dissolved without the necessity of further Board action upon the expiration of the school term in which it is created.

4. Committee Membership. Except as otherwise specified in these Bylaws, the chair of any Standing, Ad Hoc, or other Committee of the Board may determine the membership of such committee with the advice and consent of the Board. Each committee chair shall maintain a record of the voting members of the committee and shall submit such records to the Secretary of the Board.

5. Action by Committees. Unless otherwise stated in the resolutions creating it, or in these Bylaws, committee actions shall be taken only upon the affirmative vote of a majority of the members of the committee. Failure of a committee to reach an agreement upon any issue before it shall require referral of such issue to the entire Board. Committee actions are recommendations until approved by the full Board.

6. Committee Meetings. The activities of all committees of the Board shall be conducted in such manner as will advance the best interests of Nova Classical. Except as otherwise specifically set forth herein, the provisions of these Bylaws shall apply to committees and members thereof to the same extent they apply to the Board and Directors. Each committee shall meet at such times and places as provided by its rules or by resolution of the Board. Notice of committee meetings shall be given to each committee member at least three (3) days in advance of the meeting. The meetings of all committees shall be open to attendance and participation by all Directors, but only members of the committee may vote. Committee chairs shall keep minutes of all committee meetings, which minutes shall be open to inspection as set forth in Article IV, Section 14.

7. Quorum. A quorum for any committee meeting shall be a majority of the voting members of the committee of record.

8. Control by the Board of Directors. Each committee shall be under the direction and control of the Board and shall keep regular minutes of their proceedings, and all actions of each committee shall be reported to the Board and shall not be effective until approved by the Board, subject to revision and alteration by the Board.

ARTICLE VII
PARLIAMENTARY AUTHORITY

In the interpretation of matters of parliamentary practice, the rules contained in the then current edition of *Robert's Rules of Order Newly Revised* shall guide meetings of the Board and its Committees.

ARTICLE VIII
OFFICERS AND DUTIES

1. Officers. The officers of Board shall consist of a Chair, Vice Chair, Secretary and Treasurer.

a. Duties of Chair. The Chair shall have general active management of the business of Nova Classical, preside at meetings of the Board, develop the agenda for board meetings, have the powers and duties of office of president as set forth in Minnesota Statutes, Section 317A.305, Subd. 2, and shall perform such other duties as the Board may from time to time prescribe.

b. Duties of Vice Chair. The Vice Chair shall perform the duties of the Chair in the event the Chair is unavailable and shall perform such other duties as the Chair or Board may from time to time prescribe.

c. Duties of Secretary. The Secretary shall be responsible for keeping board actions, including overseeing the taking of minutes at all board meetings, overseeing meeting announcements, and assuring that corporate records are maintained, and shall perform other duties as the Chair or Board may from time to time prescribe. The Board Secretary shall also monitor the Board webpages on the Nova Classical website and assist in keeping them up to date.

d. Duties of Treasurer. The Treasurer shall keep accurate financial records Nova Classical, deposit money, drafts, and checks in the name of and to the credit of Nova Classical in the banks and depositories designated by the Board, endorse for deposit notes, checks, and drafts received by Nova Classical as ordered by the Board, making proper vouchers for the deposit, disburse corporate funds and issue checks and drafts in the name of Nova Classical, as ordered by the Board, upon request, provide the Chair and the Board an account of transactions by the Treasurer and of the financial condition of Nova Classical, and shall perform such other duties as the Chair or Board may from time to time prescribe.

2. Election, Eligibility and Term of Office.

a. Election. The Board shall elect a Chair, a Vice Chair, a Secretary, and a Treasurer for the next year at the June meeting.

Officers elected to fill vacancies shall be elected as vacancies occur.

b. Eligibility. An officer shall be a Director unless this requirement is waived by a vote of a majority of Directors then in office. The office of Chair shall be held by a parent/legal

guardian of a student currently enrolled in the Academy or a community member as defined by charter school law. The offices of Vice Chair, Secretary, or Treasurer may be held simultaneously by one individual.

c. Term of Office. Terms of office shall be for one (1) year beginning July 1st in the year elected. Any officer of the Board may serve multiple consecutive terms.

d. Removal and Resignation. The Board may remove an officer, either with or without cause, at any time, by an affirmative vote of two-thirds (2/3) of the Directors currently in office. An officer may resign at any time by giving written notice to the Board, the resignation taking effect on receipt of notice or at a later date as specified in the notice.

ARTICLE IX **NON-LIABILITY OF DIRECTORS**

The Directors shall not be personally liable for Nova Classical's debts, liabilities, or other obligations to the maximum extent permitted by Minn. Stat. 317A.521, and any amendments thereto, except that such indemnification will be limited as required by applicable law including Minn. Stat. Ch. 124E. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against Nova Classical may look only to the funds and property of Nova Classical for the payment of any such contract or claim, or for the payment of any debt, damages, judgment, or decree, or of any money that may otherwise become due to them from Nova Classical.

ARTICLE X **INDEMNIFICATION OF CORPORATE AGENTS**

Each director, officer, and employee of Nova Classical, past or present, and each person who serves or may have served at the request of Nova Classical as a director, officer, partner, employee, representative, or agent of another organization or employee benefit plan, and the respective heirs, administrators, and executors of such persons, shall be indemnified by Nova Classical in accordance with and to the fullest extent permitted by law. Nova Classical shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board. Nova Classical shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by Minn. Stat. 317A.521, and any amendments thereto, except that such indemnification will be limited as required by applicable law including Minn. Stat. Ch. 124E. This section is and shall be for the sole and exclusive benefit of the individuals designated in this Article and no individual, firm, or entity shall have any rights under this Article by way of assignment, subrogation, or otherwise, whether voluntarily, involuntarily, or by operation of law.

ARTICLE XI **INSURANCE**

Nova Classical may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Corporation, against any liability asserted against and incurred by such person in his or her official capacity, or arising out of his or her status as such, whether or not Nova Classical would have the power to indemnify such

person against liability under Minnesota Statutes, Section 317A.521, the Articles of Incorporation, or these Bylaws except that such indemnification will be limited as required by applicable law including Minn. Stat. Ch. 124E.; provided, however, that Nova Classical shall obtain at least the amount and types of insurance up to the applicable tort liability limits under Minnesota Statutes, section 466.04, as amended.

ARTICLE XII **CONFLICT OF INTEREST**

The Board shall comply with all Conflict of Interest provisions imposed by law from time to time and applicable to Minnesota Charter School Boards and/or Directors.

ARTICLE XIII **FINANCIAL MATTERS**

1. *Fiscal Year.* The fiscal year of Nova Classical begins on July 1 of each year and ends on June 30 of the following year.
2. *Execution of Instruments.* Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of Nova Classical to enter into any contract, or execute and deliver any instrument in the name of, or on behalf of, Nova Classical. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power to Nova Classical by any contract or engagement, to pledge Nova Classical's credit, or to render it liable monetarily for any purposes or any amount.
3. *Checks and Notes.* Except as otherwise specifically provided by board resolution, checks, drafts, promissory notes, orders of the payment of money, and other evidence of indebtedness of Nova Classical may be signed by the Chair, the Vice Chair, the Treasurer, the Secretary, or Nova Classical's chief administrative officer.
4. *Deposits.* All funds of the Academy shall be deposited to the credit of Nova Classical in such banks, trust companies, or other depositories as the Board may designate and shall be disbursed under such general rules and regulations as the Board may from time to time determine.
5. *Corporate Seal.* The Academy shall not have a corporate seal.
6. *Documents Kept at Registered Office.* The Board shall cause to be kept at the registered office and/or published on the official web site of Nova Classical originals, copies, or electronic copies of:
 - a. Records of all proceedings of the Board and all board committees;
 - b. Records of all votes and actions of the Directors;
 - c. All financial statements of Nova Classical; and

d. Articles of Incorporation and Bylaws of Nova Classical and all amendments and restatements thereof.

ARTICLE XIV
ADOPTION AND AMENDMENT OF BYLAWS

Except as otherwise required by law, these Bylaws may be adopted, amended, or repealed at any regular or special meeting of the Board by an affirmative vote of two-thirds (2/3) of the Directors currently in office and entitled to vote provided, however, that notice is duly given that adoption, amendment, or repeal of the Bylaws will be on the agenda of the meeting.

ARTICLE XV
MISCELLANEOUS PROVISIONS

1. *Construction and Definitions.* These Bylaws shall be construed to conform to the laws of the State of Minnesota.

2. *Interpretation.* Any provision of these Bylaws which turns out to be prohibited or unenforceable under Minnesota law shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other provision of the Bylaws. These Bylaws shall also be construed in a manner which renders their provisions valid and enforceable to the maximum extent (not exceeding their express terms) under applicable law.

[End of Bylaws]

Adopted August 25, 2014
Revisited and re-adopted April 25, 2022

IMPLEMENTATION OF PURPOSE/MISSION NOVA CLASSICAL ACADEMY

The School's identified five statutory purposes and the methods it will use to achieve them are:

1. **Improve All Pupil Learning & All Student Achievement:**
To improve all pupil learning and all student achievement, the School will implement the classical Trivium, which has been demonstrated to improve student achievement.
2. **Increase Learning Opportunities for All Pupils:**
To increase pupil learning opportunities for all pupils, the School will locate in St. Paul, which at the time of its opening, had no schools offering the classical Trivium academic program.
3. **Encourage the Use of Different and Innovative Teaching Methods:**
To encourage the use of innovative teaching methods, the School will implement the Grammar, Logic, and Rhetoric phases of the classical Trivium which each require different and innovative teaching methods. The grammar phase requires the teacher to focus on content using memorization techniques. The logic phase requires the teacher to ask leading questions to stimulate students' critical thinking and arrive at valid conclusions. The rhetoric phase requires teachers to utilize guided reading and discussions, debates, and the Socratic discussion method.
4. **Measure Learning Outcomes and Create Different and Innovative Forms of Measuring Outcomes:**
The innovative forms of measuring outcomes the School will use include the National Latin Exam and other national assessments evaluated and approved by the Board.
5. **Create New Professional Opportunities for Teachers, Including the Opportunity to be Responsible for the Learning Program at the School Site:**
The School will create new professional opportunities for teachers by requiring teachers to participate in a classical education certification program.

The School will report its implementation of these statutory purposes in its annual report.

SCHOOL PROGRAMS

NOVA CLASSICAL ACADEMY

In-School Time Programs:

K-12 Academic Program:

1. Implementation of the Classical Trivium
2. Implementation of Singapore math program.
3. Implementation of the Spalding reading program.
4. Study of Latin

Narrative:

The School's reading and grammar programs are based on the Spaulding method outline in *The Writing Road to Reading*. The method emphasizes parts-to-whole instruction, and coordinates orthographics, phonograms, grammar, writing, and reading into a combined and mutually supportive instructional method. *ReadingWorks* and the accompanying *GrammarWorks* are curricula designed to scope and sequence these skills for Grammar-stage students, and allow Nova to coordinate formal elements throughout the early years of education.

Out of School Time Programs:

The School offers summer activity camps which provide enrichment programs or engage in physical activity.

ACADEMIC & NON-ACADEMIC OUTCOMES / GOALS **NOVA CLASSICAL ACADEMY**

The School agrees to the following outcomes / goals. This Exhibit F has three pages.

Goal 1: State Assessment Tests (MCAs) (50% weight)

Sub Goal 1.1: Absolute Proficiency.

- *World's Best Workforce Charter Contract Target: All third-graders can read at grade level. At the conclusion of FY2026, the School's third-grade reading proficiency rates for the most recent four years will average no less than 22 points higher than the state average in reading.*

Sub Goal 1.2: Comparative Proficiency – District.

Each year FY2023 through FY2026, the School will demonstrate higher school-wide proficiency rates than each of the St. Paul and Edina school districts for each reading, math, and science.

Sub Goal 1.3: Growth.

At the conclusion of FY2026, the average number of progress points generated by all students based on changes in their achievement levels, for the three highest of the immediately preceding four years, will average no less than 2.75 combined reading and math, as published by the Minnesota Department of Education NorthStar system.

Sub Goal 1.4: Achievement Gap Reduction.

World's Best Workforce Charter Contract Target: All racial and economic achievement gaps between students are closed.

At the conclusion of FY2026, the average number of progress points generated by School students based on changes in their achievement levels, for the three highest of the immediately preceding four years will average no less than:

Black/African American: 2.85 for each reading and math
FRP: 2.20, math; 2.55, reading

Goal 2: Nationally-Normed Assessment (20% weight)

Sub Goal 2.1: Elementary. The School will administer a nationally-normed assessment in at least grades 1 and 5.

For FY2026, for 1st grade students who remain in the School through 5th grade:

- If their 1st grade national percentile ranking was less or equal to 19%, 50% of the students will increase their national percentile ranking by a minimum of ten percentage points by 5th grade, and
- If their 1st grade national percentile ranking was between 20-30%, 50% of the students will increase their national percentile ranking by a minimum of five percentage points by 5th grade, and
- If their 1st grade national percentile ranking was over 30% and less than 85%, 50% of the students will increase their national percentile ranking by 5th grade.

Sub Goal 2.2: Secondary:

World's Best Workforce Charter Contract Target: All students are ready for career and college.

- Each year FY2023 through FY2026, a minimum of 90% of 12th grade students will have taken the ACT, and a minimum of 50% of those students will exceed the state average composite by at least 5 percentage points.
- Each year FY2023 through FY2026, a minimum of 50% of 12th graders who have taken the ACT will meet English, Math, Reading, and Science College-Readiness Benchmarks.

Goal 3: High School Graduation (15% Weight)

World's Best Workforce Charter Contract Target: All students graduate from high school.

Each year FY2023 through FY2026, a minimum of 91% of 12th grade students will graduate on time.

Goal 4: School Culture Goal (15% Weight)

Sub Goal 4.1: Kindergarten Readiness

World's Best Workforce Charter Contract Target: All students ready for Kindergarten.

By June 1st of each year FY2023 through FY2026, 90% of all the School's kindergarten students enrolled since the first day of school will be able to, based on school records:

- Generate all sounds of the first 26 phonograms (letters a-z),
- Count to 32, and
- Identify all 26 upper and lower case letters

Sub Goal 4.2: Data Driven Instruction

Each year FY2023 through FY2026, the lower School will create and implement DDI summative assessments on a quarterly basis in all grades for both reading and math. The staff will review results with the building principal or their DDI leader within five school days following the assessment and will re-teach necessary components the week following the assessment. The School will invite Friends to attend all quarterly meetings to review results.

Sub Goal 4.3: Professional Development.

- For FY2023 through FY2026, 100% of all staff employed for at least one academic year shall receive professional development each year, as demonstrated by School records.
- For FY2023 through FY2026, 100% of licensed teachers will participate each year in professional development focused on cultural competency and/or equity.

Sub Goal 4.4: Academic Governance.

For FY2023 through FY2026, the School's Board of Directors will evaluate academic progress at a public meeting at least twice annually and shall include a summary of its findings in the applicable board minutes.

ADMISSION POLICIES & PROCEDURES

NOVA CLASSICAL ACADEMY

The School establishes the following admissions policy and procedures. This Exhibit G has four pages.

POLICY STATEMENT: Admission to Nova Classical Academy is open to all students, without regard to ability, race, religion, or any other factors, other than the capacity of the program, class, grade level, or building.

- (1) Each school year, the Board:
 - a. establishes by October 1st the open enrollment period applicable to the following school year's admissions.
 - b. publishes by October 1st : The school's enrollment application applicable to the following school year, and this Admissions and Lottery Policy.
 - c. establishes and publishes by February 1st, the Available Enrollment by Grade applicable to the following school year.
- (2) Notice to Currently Admitted Students & Staff Employed at the School: Prior to the beginning of the open enrollment period, the school provides notice of the open enrollment period to parents and staff so that siblings of currently admitted students and children of staff may submit a timely application.
- (3) Currently Admitted Students – Intent to Return: Prior to the beginning of the open enrollment period, the school asks families to complete an "Intent to Return" form.
- (4) Application Processing. Each enrollment application received is date-stamped and also either time-stamped or sequentially stamped by number designating the order in which applications were received for each such date.

Each paper enrollment application received is date-stamped and also either time-stamped or sequentially stamped by number designating the order in which applications were received for each such date. These applications are entered manually into the online enrollment system.

- (5) Admissions. All applications received during the open enrollment period are automatically accepted for enrollment (i.e. admitted) unless more applications are received than the available enrollment established by the Board for the applicable grade(s). In this situation, all submitted applications for such grade(s) are placed in the lottery; however, siblings of currently admitted students, foster children of parents of an already-admitted student, and children of staff employed in school have preference.
- (6) Siblings of Admitted Students ("Siblings") and Foster Children of Parents of Currently-Admitted Students ("Foster Siblings"): Siblings and Foster Siblings, who submit an application before the expiration of the open enrollment period, of currently admitted

students are automatically admitted unless the number of sibling and foster sibling applications exceed the available enrollment established by the Board for the applicable grade(s). If the number of sibling and foster sibling applications exceeds available enrollment in any grade, a sibling / foster sibling lottery is held for each such grade. Siblings and foster siblings are admitted to the school in the order in which they are drawn in the lottery. If all available enrollment in a grade is filled by siblings and/or foster siblings, the sibling/foster sibling lottery continues and establishes the sibling/foster sibling waiting list, which has preference over both the staff-children waiting list and the general waiting list.

- (7) Children of Staff Employed at Nova Classical Academy: Children of staff employed at the school who submit an application before the expiration of the open enrollment period, are automatically admitted provided that all siblings and foster siblings (of already admitted students) who submitted a timely application are admitted, and provided there is available enrollment as determined by the Board for the applicable grade(s). If the number of children of staff exceeds the available enrollment established by the Board for any grade (and after all siblings and foster siblings (of admitted students) who submitted a timely application are admitted), a staff-children lottery is held. Children of staff are admitted to the school in the order in which they are drawn in the lottery. If all available enrollment in a grade is filled by children of staff, the staff-children lottery continues to establish the staff-children waiting list for each such grade.
- (8) General Lottery: If the number of applications received during the open enrollment period exceeds available enrollment established by the Board for any grade (and after siblings and foster siblings (of admitted students) who submitted timely applications are already admitted or establish a sibling/foster sibling waiting list, and after all children of staff employed at the school who submitted a timely application are already admitted or establish a staff-children waiting list), the school conducts a general lottery. All applications for each such grade(s) (excluding applications from siblings/foster siblings of already admitted students and excluding applications from children of staff employed at the school) received before the expiration of the open enrollment period are included in the general lottery. Students are admitted to the school in the order in which they are drawn in the lottery, as long as there is available enrollment as determined by the Board for the applicable grade(s). If all available enrollment in any grade is filled, the lottery continues and establishes the general waiting list for each such grade in the order drawn, until all applications are drawn. If a student is admitted through the general lottery and that student has one or more siblings or foster siblings in other grades also subject to a lottery, those siblings/foster siblings are automatically admitted as long as available enrollment as determined by the Board remains in the applicable grade(s).
- (9) Applications received after the open enrollment period expires are automatically admitted as long as there is available enrollment as established by the Board in the applicable grade, in the order received. If, or once, there is no available enrollment in any grade, applications are added to the applicable waiting list for each such grade, in the order received.
- (10) The School conducts all lotteries through a method of random selection.

General Admission Procedures:

- (1) **Order of Admission:** Siblings and Foster Siblings of Already Admitted Students, then Children of Staff Employed at the School, then General Admissions.
- (2) **No waiting list carry over from year to year:** Each waiting list is subject to a lottery and redrawn during each admission process each year.
- (3) **Multiple births** (twins, triplets, etc): Each student seeking admission completes an application (i.e. not one application for the family). In a lottery situation, each student receives an individual number/lot in the lottery.
- (4) **Lottery Grade Order:** Applicable lotteries occur from highest grade to lowest grade. For example, if a lottery is required in grades K and 3, the grade 3 lottery is conducted first, followed by the K lottery.

**GOVERNANCE AND MANAGEMENT PLAN
NOVA CLASSICAL ACADEMY**

The School shall be operated by a School Board elected in accordance with its bylaws.

The School Board delegates the day-to-day management of the School to an administrator who is hired and supervised by the School Board. The School shall not engage or contract with a charter management organization or educational management organization.

The School Board shall employ and contract with necessary teachers, as defined by Minn. Stat. 122A.15, Subd. 1, who hold valid licenses to perform the particular service for which they are employed at the School.

Teachers employed at the School shall be treated by the School as public school teachers for the purposes of Minn. Stat. chapters 354 and 354A.

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

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

The School Board shall decide matters relating to operations of the School including, but not limited to, budgeting, curriculum, and operating procedures. The School Board delegates to the school administrator implementation of the operational decisions made by the School Board.

The School Board shall adopt personnel evaluation policies and practices that comply with Minn. Stat. 124E.07 Subd. 6.

The School Board shall adopt a policy, plan, budget and process consistent with Minn. Stat. 120B.11 to review curriculum, instruction, student achievement, and strive for the world's best workforce.

The School Board shall adopt a revision to its strategic plan before July 1, 2024, and shall review it annually. As part of its strategic plan: (1) the School Board will adopt and implement a continuous academic improvement plan for the School, (2) the School Board will implement a financial plan to maintain a 25% fund balance, and (3) Consider retention plans for high-quality teachers.

ADMINISTRATION AND OPERATIONS PLAN NOVA CLASSICAL ACADEMY

Executive Director:

The Board will hire an Executive Director who will manage the day-to-day operations of the School. Responsibilities include: (1) implementing the mission and philosophy of the School; (2) Maintaining the academic integrity of the school; (3) Managing the operations of the School, faculty, and staff; (4) Ensuring the curriculum is being taught as identified by the founders; (5) Observing the classrooms and coaching the teachers; and (5) supervising students.

The Executive Director is an intellectual and a leader. The Executive Director will ensure the culture and mission of the School is clear to all stakeholders. The Executive Director also facilitates development of the School's culture. The Executive Director reports to the Board.

Faculty:

The faculty teaches the classical curriculum as set forth and approved by the Executive Director and Board of Directors. Multiple classes in any grade will follow the same curriculum map to ensure consistency from class to class and the same expectations. Any deviation from the curriculum must be approved by both the Executive Director and the Board. The faculty reports to the Executive Director.

Business Manager:

The business manager is responsible for the day-to-day business, facility, financial and non-academic operational matters at the School. The business manager has a strong background in school finance and reporting and oversees the budget and preparation of necessary reports. The Business Manager reports to the Board.

Management Organization

The School shall not engage or contract with a charter management organization or educational management organization.

**FINANCIAL MANAGEMENT PLAN
NOVA CLASSICAL ACADEMY**

The Board is trained in financial oversight. The Board treasurer and finance committee members receive additional training to ensure comprehensive understanding of charter school finance and oversight.

The Board monitors and evaluates the School's recordkeeping, controls, and financial position. Specifically: (1) the Business Manager reports at all Board meetings regarding the School's financial position, including current and forecast positions, and makes related recommendations; (2) the Board Treasurer reports at all Board meetings regarding all disbursements made, cash flow, balance, additional relevant financial data, and its monitoring of the School's recordkeeping and control processes; and (3) the Board Treasurer and School Leader meet regularly with the Business Manager to monitor school finances on a regular and ongoing basis. Significant developments that adversely impact the School are immediately brought before the Board.

The Board retains an external auditor on an annual basis to review the School's internal controls and processes. The Board initiates and monitors corrective action to ensure that noted deficiencies, if any, are addressed and will not result in repeat findings in subsequent audits



Statement of Assurances

I understand that the primary purpose of a charter school is to improve all pupil learning and all student achievement. I further understand that the charter school board decides and is responsible for all policy matters related to the operation of the charter school, including budgeting, curriculum programming, personnel, and operating procedures. In furtherance of the school's purpose and the board's responsibility, I make the following assurances:

I. ACHIEVEMENT DATA

- I assure that this school will establish baseline data for all students and routinely evaluate student achievement with state and national standardized tests on at least an annual basis, and that the board will evaluate student achievement and post-secondary and workforce readiness on at least an annual basis.

II. ADMISSION

- I assure that the school's admission process will not discriminate against anyone regarding race, gender, national origin, color, ability level, age (except that minimum age requirements may be established as allowed by law), or religion, and that the school will not admit students based on race, gender, national origin, color, ability level, age (except that minimum age requirements may be established as allowed by law), or religion.
- I assure that the school will admit students on the basis of an annual lottery if more students apply than can be accommodated in the class, program, grade-level, or building.
- I assure that the school will not admit students based on religious preference.
- I assure that the school's admission process will comply with Minn. Stat. Chapter 124E.

III. ANNUAL REPORT

- I assure that the school will publish an annual report as required by Minn. Stat. 124E.16.

IV. BOARD GOVERNANCE

- I assure that all board members will receive training annually.

- I assure that the board will at all times be comprised of at least five voting members of which at least one is a Minnesota-licensed teacher employed at the school, at least one is a parent or guardian of a student currently enrolled at the school, and at least one is a community member who neither is employed by the school nor is a parent or guardian of a student enrolled at the school.
- I assure that the board will decide and be responsible for all policy matters related to the operation of the school, including budgeting, curriculum programming, personnel, and operating procedures.
- I assure that each new board member will execute these Statement of Assurances.

V. CHARTER CONTRACT

- I assure that I have reviewed the school's charter contract.

VI. COMPLIANCE WITH ALL APPLICABLE LAWS

- I assure the school will comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to the school.

VII. CONFLICTS OF INTEREST

- I assure that the school will avoid apparent and actual conflicts of interest when administering grants and entering into contracts for equipment and services.
- I assure that the school will comply with conflict of interest provisions identified in Minn. Stat. 124E.07 and 124E.14.

VIII. CRIMINAL BACKGROUND CHECKS

- I assure that this school will conduct criminal background checks of all employees and board members and will maintain records of those checks.

IX. DATA PRACTICES

- I assure that the school board will comply with data privacy requirements regarding all students including those with disabilities, that the school will securely store student records that separates special education files from cumulative files and that is under the supervision of the school's administrator or a designee, and that mandatory staff training will be provided for Data Privacy.
- I assure that the school will follow state data practices law and will maintain a board-adopted data practices policy that includes the staff's ability to report unethical or fraudulent actions, and that the school board will regularly attend training that includes state data practices requirements.

X. DISCIPLINE POLICY AND PUPIL FAIR DISMISSAL ACT

- I assure that the school will implement a discipline policy that is in compliance with the Pupil Fair Dismissal Act and that provides protection of the rights of students with disabilities.

XI. DISSEMINATION

- I assure that the school will regularly disseminate information about how to use its offerings. Targeted groups include low-income families and communities, students of color, and students who are at risk of academic failure.

XII. ELECTRONIC COMMUNICATIONS

- I assure that the school will subscribe to and maintain current contact information to electronically share with and receive information from the Minnesota Department of Education.

XIII. DATA REPORTING SYSTEM (SEDRA)

- I assure that this school will designate a person to be assigned and trained to submit data electronically in the Special Education Data Reporting Application (SEDRA) via the internet, as required by the Minnesota Department of Education.

XIV. EQUAL OPPORTUNITY IN SCHOOL PROGRAMS

- I assure that this school will provide equal opportunities and equal access to school programs, including extra-curricular activities such as athletics and clubs.

XV. FACILITY REQUIREMENTS

- I assure that this school will comply with all building inspection, fire marshal requirements, certificate of occupancy requirements, will meet all health and safety codes, and that the school will continually be handicap-accessible as required by Section 504 of the Americans with Disabilities Act.

XVI. FILING WITH THE STATE

- I assure that this school will maintain current/active filings with the Secretary of State's Office as a nonprofit under Chapter 317A.

XVII. FOOD SERVICE

I assure that food served at the school will satisfy applicable health and safety requirements, provide equal accommodations to all religions, and otherwise comply with Minn. Stat. Ch. 124E.

XVIII. FINANCIAL REPORTING (UFARS AND GAAP) REQUIREMENTS

- I assure that this school will comply with both the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) and Generally Accepted Accounting Practices (GAAP); and that this school will comply with all financial reporting requirements.
- I assure that the school will use only state-approved accounting and reporting software.

XIX. HIRING AND EMPLOYMENT PRACTICES

- I assure that the school, in compliance with Minn. Stat. §363A.08, will use and maintain open and fair employment practices, advertise for all employment openings, and maintain a record of these advertisements.
- I assure that all teaching staff will be licensed as required by law unless a waiver or variance is obtained in advance of actual employment.
- I assure that the board will establish qualifications for administrative, supervisory, and instructional leadership positions, including at least qualifications in instruction and assessment; human resources and personnel management; financial management; legal and compliance

management; effective communication; board, authorizer, and community relationships; and will use those qualifications as a basis for job descriptions and performance evaluations.

- I assure that the board will develop professional development plans for unlicensed staff in administrative, supervisory, or instructional leadership positions.

XX. MINNESOTA'S ACADEMIC STANDARDS

- I assure that this school will implements Minnesota's Academic Standards, as they may change from time to time, as minimum academic requirements.

XXI. MINNESOTA'S ACCOUNTABILITY SYSTEM REQUIREMENTS

- I assure that this school will comply with all elements of Minnesota's State Accountability System Requirements under the federal Every Student Succeeds Act (ESSA). I understand that the school is expected to improve all pupil learning and all student achievement, meet or exceed the expectations adopted by the Commissioner of Education for public schools, and that the school will be held accountable for these outcomes as well as performance outcomes in the charter contract.

XXII. POLICIES AND PROCEDURES

- I assure that this school will implement written procurement procedures in accordance with federal and state law and conduct all procurement transactions in a manner that provides open and free competition.
- I assure that the school will maintain property inventory records of all equipment, assets, and non-consumable items.
- I assure that the school will adopt and implement a religious accommodation policy that accords equal treatment of access to all religions.
- I assure that if the school allows religious or other activities on school property during non-instructional hours that there will be a board-adopted policy in place allowing equal access to all groups and that such access otherwise complies with Minn. Stat. Ch. 124E.
- I assure that the board will adopt all policies and practices which are required by law.

XXIII. PROGRAM EVALUATION

- I assure that the board will evaluate the school's program on at least an annual basis.
- I assure that the school will provide annually to its authorizer and the Minnesota Department Education such information as may be required to determine if the charter school is making satisfactory progress toward achieving its goals and academic outcomes, including data, evaluations or studies, and that the school will comply with all such requests for information.
- I assure that the school will cooperate with the authorizer and the Minnesota Department of Education in evaluating the school's program.

XXIV. PUBLIC SCHOOL

- I assure that this school will operate as a public school that:
 - operates in accordance with Minn. Stat. Ch. 124E and other applicable law;
 - is created as a public school, and is operated under public supervision and direction;
 - operates in pursuit of a specific set of educational objectives agreed to between the school and its authorizer with the purpose of all improving pupil learning and all student achievement;

- provides a program of elementary or secondary education, or both;
- is nonsectarian in its programs, admissions policies, employment practices, dress code requirements and all other operations, and is not affiliated with a sectarian school or religious institution; and
 - if leasing from a sectarian organization, the school will maintain procedures to screen its students from any involvement with or exposure to any of the sectarian organization’s religious activities occurring on school property during the school day or during school-sponsored events;
 - will maintain a board-adopted religious accommodation policy that accords equal treatment of and access to all religions;
 - will not impose any sectarian-based restrictions on food consumed on school premises and will maintain equal accommodations for all religions;
 - does not involve itself in religious activities, including recruiting employees, parents or volunteers for such activities;
 - has a neutral dress code or uniform policy that does not promote a particular religion or religious custom and that the school will not, through its dress code or uniform policy, restrict opportunity to participate in school activities;
- maintains a board-adopted policy allowing equal access to the use of the school’s facilities and such access otherwise complies with Minn. Stat. Ch. 124E.
- complies with the Age Discrimination Act of 1975, title VI of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and part B of the Individuals with Disabilities Education Act;
- agrees to comply with the same federal and state audit requirements as do other elementary schools and secondary schools in the state;
- meets all applicable federal, state and local health and safety requirements;
- operates in accordance with federal and state law; and
- has a written performance contract with the authorizer that includes a description of how student performance will be measured in the school with respect to state assessments that are required of other public schools and pursuant to any other assessments mutually agreeable to the authorizer and the charter school.

XXV.PUBLIC SCHOOL FEE LAW

- I assure that this school will comply with the Minnesota Public School Fee Law, Minn. Stat. 123B.34 to 123B.39.

XXVI.REQUIRED STATE REPORTING FOR STUDENTS AND STAFF (MARSS AND STARS)

- I assure that this school will have a person assigned and trained to submit data on the Minnesota Automated Reporting Student System (MARSS) and Staff Automated Reporting System (STARS), as required by the Minnesota Department of Education.

XXVII.SPECIAL EDUCATION

- I assure that this school will contract or employ an appropriately licensed special education director, will adhere to all applicable requirements in serving special education students in Minnesota and will comply with all federal and state special education laws.
- I assure that this school will involve parents of students with disabilities on an advisory council.
- I assure that this school will develop a service delivery model that provides a full continuum of special education services.
- I assure that this school will determine who will provide transportation for students who have 504 plans or IEPs in which transportation is determined necessary by the 504 plan or IEP team.
- I assure that this school will order necessary supplies, equipment and instructional materials appropriate to meet the needs of individual students with disabilities as they appear.
- I assure that this school will meet its Child Find obligation, in part, by including information about special education service in its marketing materials, handbooks, etc. The school will establish and implement procedures for identification of students currently qualifying for special education services and/or those who may have a disability; and for reviewing student data and determining the need to assess/reassess student needs.
- I assure that this school will have procedures for obtaining information from parents and/or previous school on student’s special education or 504 Accommodation Plan.

XXVIII.TORT AND LIABILITY INSURANCE

- I assure that this school will assume appropriate tort liability and will have at all times the minimum insurance required by Minn. Stat. Ch. 124E.

XXIX.TRANSPORTATION OF STUDENTS

- I assure that annual written notice of this school’s intentions for transportation of students will be provided as required to the resident district and the Minnesota Department of Education.

XXX.TUITION FREE

- I assure that this school will not charge tuition for its instructional or co-curricular programs.

By signing, I acknowledge:

- that I have reviewed the preceding assurances,
- that I am a board member of _____ (name of School), and
- that the board is responsible for ensuring compliance with all federal and state laws applicable to charter schools, including the expectations contained in the preceding assurances.

Signature

Date

Print Name: _____

Phone Number: _____

Email Address _____

[NAME OF SCHOOL]

[DATE OF REPORT]

Friends of Education Charter School Closing Checklist & Plan

IMPORTANT: THIS DOCUMENT IS NOT AN EXCLUSIVE LIST OF ALL ACTIONS NECESSARY TO CLOSE A SCHOOL AND IS NOT A SUBSTITUTE FOR LEGAL ADVICE.

CHARTER SCHOOLS SHOULD CONSULT WITH LEGAL COUNSEL.

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
FRIENDS OF EDUCATION RESPONSIBILITIES					
	Involuntary Closure: <ul style="list-style-type: none"> <input type="checkbox"/> Frequently Asked Questions. Create Q & A including summary of closure process, summary of transition steps, etc. <input type="checkbox"/> Notice of Final Determination. Provide notice to school and Minnesota Department of Education. <input type="checkbox"/> Press Release. Issue press release which includes brief history of school, closure process, reason(s) for closure, and identifies press point person. <input type="checkbox"/> Closure Checklist. Provide additional copies of closure checklist and plan to school, highlight family transition and student records transfer. <input type="checkbox"/> Offer assistance as appropriate to school board. <input type="checkbox"/> Updates. Request periodic updates of closure progress. <input type="checkbox"/> Request file log (identifying file name, date transferred, school transferred). 				
	Voluntary Closure: <ul style="list-style-type: none"> <input type="checkbox"/> Closure Checklist. Provide additional copies of closure checklist and plan to school, highlight family transition and student records transfer. <input type="checkbox"/> Offer assistance as appropriate to school board. <input type="checkbox"/> Updates. Request periodic updates of closure progress. <input type="checkbox"/> Request file log (identifying file name, date transferred, school transferred). 				

Friends of Education Charter School Closure Plan 2016APR

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
CHARTER SCHOOL RESPONSIBILITIES					
Organizational					
1	Establish School Board Committee for wind-up / transistion <input type="checkbox"/> Designate School contact person(s) to send and receive communications <input type="checkbox"/> Assign tasks/action items to employees or School Board members; <input type="checkbox"/> Provide contact information, and list of employees / School Board members and correspondent responsibilities to Friends of Education				
2	Terminate Contracts /Cancel Programs Beyond Termination Date Take appropriate action to terminate any contracts or cancel any programs extending beyond the charter termination.				
3	Reserve Funds 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.				
4	Maintain Communications and Identifiable Location 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 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 <i>with operational telephone service with voice message capability, and maintain custody of business records until all business and transactions are completed, and the School corporation dissolved.</i>				
5	Designation of Records Custodian <input type="checkbox"/> The school must designate a contact person for student and financial records,				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>for two years after closure.</p> <p><input type="checkbox"/> Provide Friends of Education with a copy of the notice.</p>				
Notifications and Further Actions					
6	<p>Notification to Parents/Guardians</p> <p>Notify parents/guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Date of the last day of regular instruction; <input type="checkbox"/> Information and offer assistance sufficient to enable the student to re-enroll in another school. <input type="checkbox"/> List of and contact information for the charter, public and private schools in the area. <input type="checkbox"/> Date of optional school fair, coordinated by the School with representatives of area schools. <input type="checkbox"/> Provide Friends of Education with a copy of the notice. 				
7	<p>Final Report Cards and Student Records Notice</p> <p>Within 7 days after 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.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 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. <input type="checkbox"/> Student records sent to the student's new school upon the new school's request. <input type="checkbox"/> 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. 				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<input type="checkbox"/> Provide Friends of Education with a copy of the notice.				
8	<p>Transfer of Student Records and Testing Material</p> <p>If the parents do not request transfer of records to a specific school, student records must be sent to the student’s resident district.</p> <p>All end of school year grades and evaluations must be completed and made part of the student records, including any IEP / Committee on Special Education meetings /progress reports.</p> <p>Testing material, including scores, test booklets, etc. required to be maintained by the School and must also be forwarded to the new school.</p> <p>No later than 10 business days after the School closes, send student records to the new school, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Individualized Education Programs (IEPs) and all records regarding special education and supplemental services, where applicable, <input type="checkbox"/> student health / immunization records; <input type="checkbox"/> attendance records; <input type="checkbox"/> grades; <input type="checkbox"/> assessments/testing information; <input type="checkbox"/> credits earned; <input type="checkbox"/> MARSS numbers, and <input type="checkbox"/> all other student records. <input type="checkbox"/> 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. NOTE: THIS REQUIRES AN INDIVIDUAL / FILE BY FILE REVIEW. <input type="checkbox"/> To the extent that scores, etc. will come into existence after the end of classes, arrangements should be made with the testing agent to forward such material to the new school. 				
9	<p>Notification to School Districts/Area Schools</p> <p>Notify resident school district and area schools that:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The school is closing on (date). 				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<ul style="list-style-type: none"> <input type="checkbox"/> They will be getting students. <input type="checkbox"/> Provide a phone number/contact person to call for records. <input type="checkbox"/> If applicable, notification regarding cessation and transportation services should be provided. <input type="checkbox"/> Provide Friends of Education with a copy of the notice. 				
10	<p>Notification of Funding Sources / Charitable Partners</p> <p>All sources of the School's operational funding must be notified in writing of the closure of the School, including any charitable partners.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The School should not incur additional liability; however, it may continue to accept gifts from charitable partners as long as the charity is aware of the School's closure. <input type="checkbox"/> Charities with property on the premises of the School should be notified to remove same as soon as possible or after end of classes, whichever is appropriate. 				
11	<p>Notification of Contractors and Termination of Contracts</p> <p>Within 30 days, formulate a list of all contractors with contracts in effect; the list should briefly describe the service and whether any property is related to the contract (e.g. photocopier lease).</p> <ul style="list-style-type: none"> <input type="checkbox"/> Notify the contractors regarding cessation of school operations. <input type="checkbox"/> If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property. <input type="checkbox"/> Provide Friends of Education with a copy of such notice. <input type="checkbox"/> Retain records of past contracts with proof that they were fully paid. (see Records Retention, below) <input type="checkbox"/> Telephone, gas, electric, water, insurance (premises and D&O insurance, should remain operative through the end of classes and to the extent necessary to wind up the School's affairs beyond that time. <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed</p>				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
12	<p>Notify MDE/Schedule State Audit</p> <p>Notify Minnesota Department of Education and schedule MDE audit, as applicable.</p>				
13	<p>Notification of Employees and Benefit Providers</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <input type="checkbox"/> health care / health insurance; <input type="checkbox"/> life insurance; <input type="checkbox"/> dental plans; <input type="checkbox"/> eyeglass plans; <input type="checkbox"/> cafeteria plans; <input type="checkbox"/> teacher retirement plans; and <input type="checkbox"/> other. <p>Specific rules and regulations may apply to such programs - Consult legal counsel.</p> <p>Employees should be notified of eligibility for Minnesota Unemployment Insurance pursuant to any applicable law and regulations. (In the event 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.</p>				
14	<p>Notification re: Transportation Services</p> <p>As required by the contractual notice requirements, cancel school district or private transportation services.</p>				
15	<p>Notification Regarding Lawsuits</p>				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>Within 5 days after receiving notice and/or service of process regarding litigation against, or initiated by, the School, School Board or School employees, notify Friends of Education and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep Friends of Education informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>				
Assets, Insurance, Liquidation					
16	<p>Withholding</p> <ul style="list-style-type: none"> <input type="checkbox"/> Pay Federal withholding tax. <input type="checkbox"/> Pay State withholding tax. 				
17	<p>Payroll</p> <ul style="list-style-type: none"> <input type="checkbox"/> Pay Staff through last day of employment. 				
18	<p>List of Creditors and Debtors; UCC Search</p> <ul style="list-style-type: none"> <input type="checkbox"/> Formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. This list is not the same as the contractor list, above, but may include contractors, which should be listed. <input type="checkbox"/> Perform a UCC search to determine if there are any secured creditors and to what assets security interests are attached. <input type="checkbox"/> Provide a copy of the list of creditors to the Friends of Education with the amount owed to each creditor thereon and the amount owed by each debtor. 				
19	<p>Notification to Creditors</p> <p>Notify all creditors of its closure.</p> <p>The School should solicit from each creditor a final accounting of the School's accrued and unpaid debt owed to such creditor. This figure should be compared to</p>				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>the School's calculation of the debt and be reconciled between the parties.</p> <p>To the extent possible, the School should also begin to negotiate a settlement of debts, which is ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible. Consult Legal Counsel.</p>				
20	<p>Notification to Debtors</p> <p>Within thirty (30) days the School must contact all debtors and demand payment. Debtors include persons who owe the school fees or credits, lessees or sub-lessees of the School, and any person holding property of the School.</p>				
21	<p>Reconciliation with District(s)</p> <p>The School must reconcile its billings and payments with the districts, including special education payments.</p>				
22	<p>School Wind-Up Plan and Action</p> <p>The School shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of trustees. 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.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The initial plan should be adopted within 20 days of and be updated at least twice per month. <input type="checkbox"/> Termination of non-essential personnel and cancellation of non-essential services prior to end of classes. <input type="checkbox"/> Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments). <input type="checkbox"/> Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors. <input type="checkbox"/> Liquidation or closing of bank accounts according to a schedule that 				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and for dissolution in accordance with Minn. State 124.D10.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Cancellation of corporate credit cards and lines of credit. <input type="checkbox"/> Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the School Corporation, and employment, contract and School Board status of those authorized to sign for the School. <input type="checkbox"/> Status reports on the implementation of the School Wind-Up Plan to be submitted to the Friends of Education through Interim Statements and a Final Statement (below). 				
23	<p>Protection of Assets; Insurance</p> <p>The School’s assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Existing insurance coverage should be maintained on the assets until the disposal of such assets. <input type="checkbox"/> Continue existing insurance for School Facility, and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of other assets are sold, respectively. <input type="checkbox"/> Negotiate School Facility insurance with entities that may take possession of School Facility – landlord, mortgagors; bond holders, etc., if possible. <input type="checkbox"/> Appropriate security services should be obtained or maintained. <input type="checkbox"/> Action may include moving assets to secure storage after closure or loss of the School Facility. 				
24	<p>D&O Insurance</p> <p>Maintain existing directors and officers liability (D&O) insurance, if any, until final dissolution of the School.</p>				
25	<p>Inventory</p> <p>No later than 30 days prior to end of classes, <u>all</u> of the School’s assets must be inventoried and/or its inventory updated.</p> <ul style="list-style-type: none"> <input type="checkbox"/> All assets of the School, (not just assets over a certain dollar value) must be 				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	inventoried. <input type="checkbox"/> Separately identify assets purchased with federal grant funds. <input type="checkbox"/> Provide Friends of Education with a copy of the inventory. <input type="checkbox"/> Identify assets belonging to other entities (school district, county, municipality, health department, sponsoring foundation, vendors, PTA, etc.), including those borrowed or loaned. <input type="checkbox"/> Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. <input type="checkbox"/> Return assets not belonging to School and document same.				
26	<p>Liquidation of Assets</p> <input type="checkbox"/> Federally purchased property may not be sold to pay creditors and, according to specific program guidance, must either be returned to the awarding agency or distributed for similar use to another eligible entity. Assets purchased with federal grant funds may be given to other charter schools. <input type="checkbox"/> Assets not purchased with federal grant funds must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest the secured party should be contacted. <input type="checkbox"/> Assets valued at \$100,000+ must be advertised and disposed via sealed bid. <input type="checkbox"/> Assets valued between \$25,000 - \$100,000 must obtain at least two bids before disposition. School Board members and their relatives as well as employees and students of the School may participate in any auction/sealed bidding process provided the party has disclosed his/her relationship to the School Board and the disclosure is made a matter of record in the School Board's minutes and approved by a majority of the non-interested members of the School Board. <i>School board members, their relatives, employees and students of the school may not purchase school assets other than through auction or sealed bid.</i>				
27	<p>Interim/Final Statements</p> No later than 10 days after end of classes, prepare, and submit to the Friends of Education, an interim statement to Friends of Education, of the status of all contracts and other obligations of the School and all funds, including principal				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p> <ul style="list-style-type: none"> <input type="checkbox"/> all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School outstanding, including principal and accrued interest, as of the date of the interim report; and <input type="checkbox"/> all amounts owed to the School by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and <input type="checkbox"/> all income generated through sale or auction of assets and any other change in status of assets. <p>The School will prepare and submit such statements at 30 day intervals until the final statement (below) is prepared and submitted.</p>				
28	<p>Final Statement</p> <p>No later than 10 days prior to the filing of a dissolution proceeding, the School shall prepare a final statement of the status of all contracts and other obligations of the School, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <ul style="list-style-type: none"> <input type="checkbox"/> all assets and the value and location thereof, whether such asset has been distributed to creditors in satisfaction or payment of any existing debt obligation; and <input type="checkbox"/> each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and <input type="checkbox"/> statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and <input type="checkbox"/> each remaining debtor of the School and the amounts owed by each debtor, including principal and accrued interest. <input type="checkbox"/> This statement is in addition to the final Financial Statement Audit (below). 				
Corporate Records / Accounting					

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
29	<p>Final Financial External Audit</p> <p>The School must have an external audit performed in accordance with Applicable law.</p> <p><input type="checkbox"/> File as requested by Minn. Stat 124E</p>				
30	<p>Charter Reports; Final Annual Report</p> <p>During the course of the wind-up process, the School must comply with its reporting or notice obligations under the charter (including, but not limited to, resignations of Board members, etc.), and its reporting and notice obligations.</p>				
31	<p>Closeout of State and Federal Grants</p> <p>State, federal and other grants must be closed out, including:</p> <p><input type="checkbox"/> Notification to the grant entity of the School closure; and</p> <p><input type="checkbox"/> Filing of any required expenditure reports or receipts and any required program reports.</p>				
32	<p>IRS Status; Reports</p> <p><input type="checkbox"/> Notification to IRS regarding any address change of the School; and</p> <p><input type="checkbox"/> Filing of required tax returns or reports (e.g., IRS form 990 and Schedule A) for school year in which school ceases operation.</p> <p><input type="checkbox"/> Notify the IRS of dissolution of the education corporation and its 501(C) (3) status.</p> <p><input type="checkbox"/> File final tax returns or reports.</p>				
33	<p>Minnesota Charitable Organization Report</p> <p><input type="checkbox"/> Notification re: Any change of address</p> <p><input type="checkbox"/> Filing of return for school year in which school ceases operation.</p> <p><input type="checkbox"/> File final report.</p>				
34	<p>Corporate Records</p> <p>In all cases, the School Board shall maintain all corporate records related to:</p>				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<ul style="list-style-type: none"> <input type="checkbox"/> Loans, bonds, mortgages and other financing; <input type="checkbox"/> Contracts; <input type="checkbox"/> Leases; <input type="checkbox"/> Assets and asset sales; <input type="checkbox"/> Grants—records relating to federal grants must be kept in accordance with 34 CFR 8042. <input type="checkbox"/> Governance (Minutes, by-laws, policies); <input type="checkbox"/> Employees (background checks, personnel files); <input type="checkbox"/> Accounting/audit, taxes and tax status, etc; <input type="checkbox"/> Personnel, <input type="checkbox"/> Employee benefit programs and benefits; and <input type="checkbox"/> Any items listed in this Closure Plan. <p>Any and all records not previously sent to the school district must be retained by a designated school representative.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Notify Friends of Education of name and address where all records not sent to the school district are retained. 				
Dissolution / Final Distribution of Assets					
35	<p>Dissolution</p> <p>The School Board must follow the dissolution provisions provided by Applicable Law.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Board adopts intent to dissolve resolution which includes a plan of dissolution. <input type="checkbox"/> Secure any required affirmation/approvals. <input type="checkbox"/> File notice of intent to dissolve with Minnesota Secretary of State. <input type="checkbox"/> File notice with Minnesota Attorney General’s office. <input type="checkbox"/> Publish notice for unknown creditors and provide written notice to known creditors or provide written notice. <ul style="list-style-type: none"> <input type="checkbox"/> Distribute Assets <input type="checkbox"/> Board approves Articles of Dissolution and files with Secretary of State and 				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	submits copy to Friends of Education.				
36	<p>Final Distribution of Assets</p> <p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School’s assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations.</p> <p>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.</p> <ul style="list-style-type: none"> <input type="checkbox"/> An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. <input type="checkbox"/> In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations. <i>See</i> 34 CFR. Part 80, subparts C and D. 				

**[SCHOOL NAME]
STUDENT RECORD TRANSFER LOG**

	NAME OF STUDENT LAST, FIRST	MARSS #	WHERE District	WHO Name of Individual	DATE mm/dd/yy
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					
42					
43					
44					
45					

Continuing Oversight - Accountability

Friends of Education evaluates its charter schools in three primary areas:

1. Academic Performance
2. Fiscal Performance
3. Operations and Legal Compliance Performance

In addition to Friends of Education evaluating the degree to which the school is achieving its charter contract obligations related to academic, fiscal, and operational/legal performance, Friends of Education also evaluates:

1. Academic Performance: Is the school improving all pupil learning and all student achievement?

Academic Performance is evaluated based on multiple criteria:

Commissioner's Expectations for Public Schools: Friends of Education evaluates a school's academic performance in meeting or exceeding expectations established by the Commissioner for public schools.

Absolute Proficiency: Expecting proficiency for each student, Friends of Education evaluates the percentage of students meeting or exceeding state standards on the state assessment tests.

Comparative Proficiency: Expecting each charter school to fulfill its statutory obligation to improve student performance, Friends of Education evaluates how well the charter school performs compared to its resident district, and state average performance and may compare to a nearby district school that the charter school students would otherwise likely attend and other traditional districts.

Growth: Expecting growth for each student, Friends of Education evaluates the growth students achieve on the state and other assessments.

Achievement Gap: Expecting all students to achieve academic success, Friends of Education evaluates the degree to which traditionally-disadvantaged students achieve growth and proficiency.

Academic Governance: Friends of Education evaluates the school board's demonstration that it critically evaluates and strategically leads academic performance.

2. Fiscal Management: Is the school fiscally sound?

Fiscal Performance is evaluated based on multiple criteria:

Charter Contract Fiscal Obligations. Friends of Education evaluates the degree to which the school is achieving its financial management obligations contained in the charter

External Audit: Friends of Education evaluates external audits and expects its schools to work towards elimination of deficiencies.

Fund Balance: Friends of Education evaluates a school's fiscal health based on its ability to pay unforeseen expenses.

State Finance Award: Friends of Education considers whether a charter school has received the Minnesota Department of Education Finance Award, which recognizes sound fiscal health and management policies and procedures.

Governance: Friends of Education evaluates the school board's demonstration that it pre-approves and maintains a balanced budget; reviews monthly and annual budget reports and requires explanations for out-of-budget spending; receives required board training; and has adequate time to review board materials.

3. Operations and Legal Compliance: Is the school well-managed and legally compliant?

Operations and Legal Compliance is evaluated based on four criteria: Compliance with Applicable Law, Minnesota Department of Education Audit Results, Charter Contract Reporting Obligations, and Leadership.

Charter schools must comply with all applicable laws, such as admissions, teacher licensing, and special education requirements. Friends of Education evaluates the degree to which the school complies with these requirements.

Effective operations and governance are fundamental to a quality charter school. Consequently, Friends of Education evaluates effective operations through attendance at board meetings, review of board meeting minutes, discussions with staff and other stakeholders, MDE audit results, and the adherence to charter requirements.

Friends of Education regularly monitors and evaluates other measures of school performance such as, near-term and long-term fiscal health metrics. These measures inform Friends of Education's oversight but generally are not used in determining charter renewal unless the measures impact charter school obligations contained in the charter contract.



CHARTER SCHOOL RENEWAL EVALUATION



Name of Authorizer:	Friends of Education (Friends)
Date Current Contract Expires:	June 30, 2022
Term of Current Contract: (Charter Contract Section 12.1)	Five Years
Date of this Report:	March 17, 2021
Person to Contact Regarding This Report:	R. E. Topoluk Phone: 952-745-2717 Email: beth.e.topoluk@huntington.com

Article VI of the charter contract between Friends and the school sets forth the fiscal and student metrics and evaluation processes: the school agreed to the academic goals set forth in its application, to comply with reporting requirements, and to provide regular academic and financial reporting to Friends. In addition, contract section 6.7 provides that Friends would perform site visits as an additional evaluation tool, and contract section 6.19 specifies that Friends may contract with third parties to perform oversight functions. Friends has performed oversight functions both with its own staff and with retained third-parties. Consequently, information contained in this report is based on data on file with the Minnesota Department of Education; data on file with the authorizer; site visits performed by Friends and retained third-parties, including educators contracted by Friends to tour the school as potential parents; and board meetings attended by Friends or third parties on behalf of Friends.

Executive Summary

Nova Classical Academy (Nova or the School) is in its 18th operating year and serves more than 1,000 students. Nova has a substantial 41.53%, or \$4.5 million, fund balance, and for four out of five of its contract years has received clean external audits revealing no material weaknesses or deficiencies, reflecting reasonably sound fiscal management. In addition, Nova has received the MDE state finance aware in every year of the contract period, which recognizes compliance with reporting obligations and a positive fund balance.

Nova's academic performance is also strong. The School has achieved 73% of its charter contract academic goals, and the School consistently achieves higher reading and math proficiency and growth than the state or its resident district averages. Nova is also closing the achievement gap by attaining higher achievement levels in all reportable subgroups than the statewide respective achievement levels. Moreover, over the past five contract years: Nova has been recognized by U.S. News and World Report as one of the top high schools in Minnesota; Nova has been named one of the best charter schools in Minnesota by Niche.com; its ACT results are among the highest in the state; and it has been named a *High-Quality* charter school in three of the past five contract years by the MDE. Friends of Education believes these factors warrant a five-year renewal, the maximum allowed by law.

GENERAL INFORMATION

Nova was originally chartered by another authorizer. Friends granted a charter to Nova in 2006 for grades kindergarten through twelve. Nova operated K-8 until the fall of the 2009/2010 school year after which the School expanded to ninth grade and added a grade each year until it reached K-12 in 2012/2013.

Section 12.1 of the contract between Friends and the School sets forth the term of the contract and specifies that it terminates June 30, 2022. Article X sets forth the revocation and non-renewal provisions. Friends has not issued any notices of concern or notices of intent to revoke/non-renew the contract during the charter contract term.

Nova currently serves 1,010 students with the following demographics:

English Learners - 4%



Special Education - 8%



Free & Reduced Lunch - 4%



2021 Demographics	Enrollment	English Learner	Special Education	Free & Reduced Lunch	Homeless
Nova Classical Academy	1,010	4%	8%	4%	0%
St. Paul School District	34,928	28%	16%	66%	1%
Statewide	872,083	8%	17%	32%	1%

As a percentage of total students served, Nova serves fewer traditionally disadvantaged populations than its resident district, St. Paul.

Nova’s enrollment during the contract period has been:

FY	Enrollment	Increase from Prior Year
2017	946	1.28%
2018	982	3.81%
2019	993	1.12%
2020	1,022	2.92%
2021	1,010	-1.17%

ADM served per licensed instructional staff for the term of the contract has been:

2017: 19.28
 2018: 18.88
 2019: 18.69
 2020: 17.58
 2021: 22.55

Achievement of Purposes

As set forth in its charter contract, Nova was established to achieve multiple purposes. The identified multiple purposes and evaluation of each follow: 1) Improve all pupil learning and all student achievement; 2) Increase learning opportunities for all pupils; 3) Encourage the use of different and innovative teaching methods; 4) Measure learning outcomes and create different and innovative forms of measuring outcomes; and 5) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

1. Improve All Pupil Learning and All Student Achievement

To improve pupil learning, the School implements the classical Trivium, which has been demonstrated to improve student achievement. Analysis of the actual improvement in pupil learning is discussed under Contract Fulfillment – Academic Performance. Nova’s performance in improving pupil learning is demonstrated in proficiency, growth, achievement gap reduction measures and related indicators.

2. Increase Learning Opportunities for All Pupils

To increase learning opportunities for all pupils, the School is located in St. Paul, which at the time of its opening, had no schools offering the classical Trivium academic program.

3. Encourage the Use of Different and Innovative Teaching Methods

The School uses the grammar, logic, and rhetoric phases of the classical Trivium which each require different and innovative teaching methods. The grammar phase requires the teacher to focus on content using memorization techniques. The logic phase requires the teacher to ask leading questions to stimulate students’ critical thinking and arrive at valid conclusions. The rhetoric phase requires teachers to utilize guided reading and discussions, debates, and the Socratic discussion method.

4. Measure Learning Outcomes and Create Different and Innovative Forms of Measuring Outcomes

The innovative forms of measuring outcomes the School uses include the National Latin Exam and other national assessments evaluated and approved by the Nova Board of Directors.

5. Create New Professional Opportunities for Teachers

The School creates new professional opportunities for teachers by requiring teachers to participate in a classical education certification program.

Conclusion: Nova has achieved all contracted stated purposes. Accordingly, it has fulfilled its statutory obligation to improve all pupil learning and all student achievement.

CONTRACT FULFILLMENT: FINANCIAL PERFORMANCE

Section 6.11 of the contract between Friends and the School requires the School to submit an external audit to Friends by December 15 of each year and to comply with program, financial, and compliance audits conducted by the Minnesota Department of Education. Nova filed external audits by the statutory and contract deadline. Friends is unaware of any audits conducted by the Minnesota Department of Education at the School.

External Audits: The School’s external audits completed during the contract period reveal:

- 2017: A material weakness¹, no significant deficiencies
- 2018: clean audit – no material weaknesses, no significant deficiencies
- 2019: clean audit - no material weaknesses, no significant deficiencies
- 2020: clean audit - no material weaknesses, no significant deficiencies
- 2021: clean audit - no material weaknesses, no significant deficiencies

¹Sports fees and student activities funds were inappropriately recorded in the Community Service Fund instead of the General Fund. A material adjustment was needed to move the revenues and cash out of the Community Service Fund and into the General Fund. A Corrective Action Plan was established and immediately implemented.

State Finance Award: Friends notes that Nova received the state finance award in every year of the contract period (in FY2017, FY2018, FY2019, FY2020, and FY2021) which recognizes compliance with reporting obligations and a positive fund balance.

Financial Governance: Records on file with Friends demonstrates that Nova’s board approves its annual budget and monthly financial reports which demonstrate adherence to or deviation from budget; the School contracts its accounting, payroll, generation of financial statements, and compliance reporting with a third party. Finance reports are submitted to Friends monthly.

Revenues and Expenditures

Revenues & Expenditures: Nova’s revenue sources and expenditures for the term of the contract have been:

Nova Consolidated Financial Statement							
	FY2021		FY2020		FY2019		% Change from FY19 to FY20
	Total	% of Total	Total	% of Total	Total	% of Total	
Revenue							
State	\$10,668,756	93.63%	\$10,673,770	86.59%	\$10,244,487	94.55%	-0.93%
Federal	\$428,888	3.76%	\$1,309,538	10.62%	\$163,465	1.51%	2.26%
Gifts/Other	\$297,439	2.61%	\$343,181	2.78%	\$426,488	3.94%	-1.33%
TOTAL REVENUE	<u>\$11,395,083</u>	<u>100.00%</u>	<u>\$12,326,489</u>	<u>100.00%</u>	<u>\$10,834,440</u>	<u>100.00%</u>	
Expenses							
Instruction & Pupil Support							
Salaries/Benefits	\$5,990,935	55.35%	\$5,675,470	53.14%	\$5,790,094	52.30%	3.05%
Textbooks/Other	\$626,692	5.79%	\$911,384	8.53%	\$1,100,042	9.94%	-4.15%
Subtotal	<u>\$6,617,627</u>	<u>61.14%</u>	<u>\$6,586,854</u>	<u>61.68%</u>	<u>\$6,890,136</u>	<u>62.23%</u>	-1.10%
Administration							
Salaries/Benefits	\$1,002,453	9.26%	\$1,083,696	10.15%	\$1,035,330	9.35%	-0.09%
Supplies/Other	\$598,456	5.53%	\$421,975	3.95%	\$378,375	3.42%	2.11%
Subtotal	<u>\$1,600,909</u>	<u>14.79%</u>	<u>\$1,505,671</u>	<u>14.10%</u>	<u>\$1,413,705</u>	<u>12.77%</u>	2.02%
Facility	\$2,236,672	20.66%	\$2,161,866	20.24%	\$2,355,730	21.28%	-0.61%
Student Transportation	\$368,948	3.41%	\$424,867	3.98%	\$411,661	3.72%	-0.31%
TOTAL EXPENSE	<u>\$10,824,156</u>	<u>100.00%</u>	<u>\$10,679,258</u>	<u>100.00%</u>	<u>\$11,071,232</u>	<u>100.00%</u>	
ANNUAL SURPLUS/DEFICIT	<u>\$570,927</u>		<u>\$1,647,231</u>		<u>-\$236,792</u>		
Other Financing Sources-In							
Net Transfers In / -Out	<u>-\$194,156</u>		<u>-\$7,699</u>				
CUMULATIVE FUND BALANCE	<u>\$4,495,385</u>	<u>41.53%</u>	<u>\$4,118,614</u>	<u>38.57%</u>	<u>\$2,479,082</u>	<u>22.39%</u>	19.14%

#s may not total due to rounding

Nova ended FY2021 with a significant \$4,495,385 fund balance (41.53%). A strong fund balance is an indicator of fiscal sustainability. Nova’s fund balance has grown from 22.39% to 41.53% over the past three-year period. Friends’ minimum fund balance recommendation is 25%, and Nova has achieved this minimum in four of the past five years. Following is a comparison of Nova’s fund balance with other Friends schools:

FY2021 Fund Balances

Cologne	48.20%
St. Croix Prep	46.80%
Hennepin	45.07%
New Millennium	43.40%
Eagle Ridge	41.86%
Nova	41.53%
DaVinci	36.01%
<i>Average</i>	35.22%
Clarkfield	30.20%
Parnassus	28.29%
Yinghua	27.55%
Aspen	20.08%
Seven Hills	13.62%

Short- and Long-Term Indicators: Friends of Education utilizes multiple financial-performance accountability measures when evaluating its schools. Nova’s attainment rate of significant indicators is summarized below and generally reflects sound fiscal management.

Near-Term Indicators	Standard	2021	2020	2019
Current Ratio	≥ 1.1	10.7	40.6	7.8
Days Cash year-end	> 30 days	110	98	48
Days Cash mid-year	≥ 60 days	109	53	38
Enrollment Variance	< 5%	1%	-5%	2%
Sustainability Indicators				
Total Margin, current year	Positive	5.00%	14.4%	-5.4%
Total Margin, 3-year	Positive	4.70%	2.7%	-1.3%
Debt to Asset Ratio	< 0.5	0.09	0.02	0.13
Fund Balance %	≥ 25	41.5	37.8%	22.1%

Nova’s expense allocation, compared with other Friends’ schools is:

FY2021 Percentage of Total Expenditures by Category

Instruction/Pupil Support		Administration		Facility		Transportation	
Cologne	70.76%	Clarkfield	20.68%	Aspen	32.66%	Hennepin	11.60%
Seven Hills	64.32%	St. Croix Prep	15.19%	Parnassus	30.98%	Cologne	7.13%
DaVinci	62.90%	Nova	14.79%	St. Croix Prep	26.72%	Seven Hills	6.71%
Yinghua	61.62%	New Millennium	14.60%	Eagle Ridge	23.26%	Yinghua	5.90%
Nova	61.14%	Eagle Ridge	12.39%	<i>Average</i>	<i>23.03%</i>	Parnassus	5.69%
Hennepin	60.64%	Aspen	12.30%	DaVinci	22.61%	Eagle Ridge	5.21%
<i>Average</i>	<i>60.10%</i>	<i>Average</i>	<i>12.28%</i>	New Millennium	22.30%	<i>Average</i>	<i>4.59%</i>
New Millennium	59.19%	Hennepin	11.42%	Clarkfield	22.09%	New Millennium	3.91%
Eagle Ridge	59.15%	DaVinci	11.01%	Yinghua	21.51%	DaVinci	3.48%
St. Croix Prep	58.10%	Yinghua	10.97%	Nova	20.66%	Nova	3.41%
Clarkfield	57.23%	Parnassus	10.17%	Seven Hills	19.72%	Aspen	2.01%
Parnassus	53.16%	Seven Hills	9.25%	Cologne	17.55%	Clarkfield	0.00%
Aspen	53.03%	Cologne	4.56%	Hennepin	16.34%	St. Croix Prep	0.00%
Statewide Average for All Public Schools (traditional and charter):							
	72.2%		8.8%		13.8%		5.2%

Friends notes that for FY2021:

- Nova spent 61.14% of its funds on instruction and pupil support. This is slightly higher than the FY2021 Friends’ school average of 60.10%. Friends of Education encourages the majority of resources go into the classroom (instruction/pupil support), as Nova has done.
- Nova spent 14.79% of its funds on administration. This is two points higher than the FY2021 Friends’ school average of 12.28%.
- Nova spent 20.66% of its funds on its facility. This is two points lower than the FY2021 Friends’ school average of 23.03%.
- Nova spent 3.41% of its funds on transportation. This is slightly lower than the FY2021 Friends’ school average of 4.59%. Transportation expenses can fluctuate significantly between schools and is largely driven by whether a charter school utilizes resident district busing options. Consequently, Friends tracks this information to determine impact, if any, on other expense categories.

Cost Per Student

(Total Expenditures in the General Fund Divided by the ADM Number of Students)

	2017	2018	2019	2020	2021
Nova	\$ 10,219	\$ 10,864	\$ 11,418	\$ 10,698	\$ 10,964
St. Paul District	\$ 15,469	\$ 15,343	\$ 16,378	\$ 16,676	\$ 18,474

Friends notes that Nova provided its 2021 educational program at approximately 59% of the local district cost and is the lowest among Friends’ schools serving similar demographics.

FY2021 Cost Per Student

Schools Serving Majority % Free/Reduced
--

<u>School</u>	<u>Cost / Student</u>
Hennepin	\$ 18,282
<i>Average</i>	\$ 16,161
New Millennium	\$ 14,040

Remaining Schools

<u>School</u>	<u>Cost / Student</u>
Clarkfield	\$ 14,094
Cologne	\$ 12,889
Seven Hills	\$ 12,020
<i>Average</i>	\$ 11,731
Aspen	\$ 11,626
DaVinci	\$ 11,526
St. Croix Prep	\$ 11,515
Eagle Ridge	\$ 11,128
Parnassus	\$ 11,042
Yinghua	\$ 10,768
Nova	\$ 10,698

Conclusion: Nova’s enrollment has been generally stable. Nova had a material weakness in internal controls in its 2017 audit and has had clean audits in each of the four succeeding years, demonstrating its capacity to correct and maintain fiscal controls. In addition, Nova has received the state finance award in each of the past five years. Financial indicators generally reflect positively on Nova, showing improvement each of the most recent three years. Attendance at board meetings and review of meeting minutes indicates the board approves and monitors its budget; reviews monthly and annual budget reports and explanations for out-of-budget spending. Friends of Education believes Nova demonstrates sound fiscal management.

CONTRACT FULFILLMENT: ACADEMIC PERFORMANCE

Academic Measures: Friends of Education evaluates six additional academic performance measures:

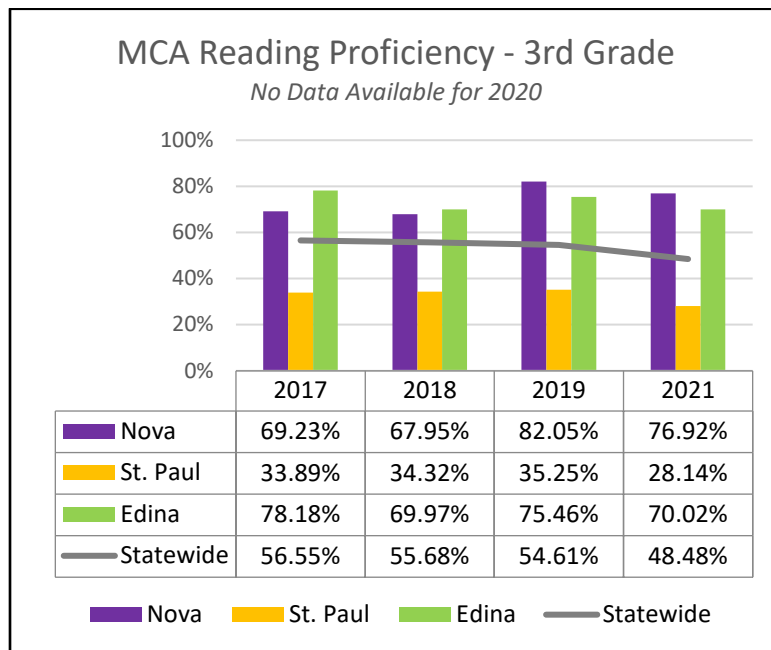
1. Commissioner’s Expectations for Public Schools. Friends of Education evaluates a school’s academic performance in meeting or exceeding expectations established by the Commissioner for public schools. Currently, the Commissioner’s expectations for public schools are the state’s World’s Best Workforce (WBWF) goals: All children are ready for school; All third-graders can read at grade level; All racial and economic achievement gaps between students are closed; All students are ready for career and college; and All students graduate from high school.

2. **Absolute Proficiency.** Expecting proficiency for each student, Friends of Education evaluates the percentage of students meeting or exceeding state standards on the state assessment tests.
3. **Comparative Proficiency.** Expecting each charter school to fulfill its statutory obligation to improve student performance, Friends of Education evaluates how well the charter school performs compared to its resident district and state average performance, any may compare to a nearby district school that the charter school students would otherwise likely attend and other traditional districts.
4. **Growth.** Expecting growth for each student, Friends of Education evaluates the growth students achieve on the state and other assessments.
5. **Achievement Gap.** Expecting all students to achieve academic success, Friends of Education evaluates the degree to which traditionally disadvantaged students achieve growth and proficiency.
6. **Academic Governance.** Friends evaluates the School board’s demonstration that it critically evaluates and strategically leads academic performance.

High-Quality Status: The Minnesota Department of Education (MDE) recognized Nova as a *High-Quality* charter school in three of the five contract years: FY2021, FY2018, and FY2017, reflecting the School’s attainment of high academic performance and compliance measures established by the MDE for those years.

Commissioners Expectations for Public Schools
World’s Best Workforce Goal: All Third Graders Can Read at Grade Level

Nova has surpassed its resident district (St. Paul) and statewide averages for 3rd grade reading in each of the past five years for which summary assessment data is available. Nova is competitive with the Edina district, having surpassed Edina in the two most recent reporting years. Due to the COVID-19 pandemic, summary assessment data is not available for FY2020.



World's Best Workforce Goal: All Racial and Economic Achievement Gaps Between Students Are Closed

The NorthStar Achievement data demonstrates that the School is closing achievement gaps for all reportable subgroups.

Achievement Gaps NorthStar Data

Reading Achievement	Nova Classical Academy					Statewide				
	2017	2018	2019	2020	2021	2017	2018	2019	2020	2021
All	83.80	81.85	84.15			59.30	59.15	58.29		
Amer Indian/AL Native						33.68	34.51	33.98		
Asian	77.50	73.58	67.39	<i>Due to the COVID-19 pandemic, no FY2020 summarized NorthStar data is available.</i>	<i>Due to the COVID-19 pandemic, no FY2021 summarized NorthStar data is available.</i>	52.66	54.55	54.29	<i>Due to the COVID-19 pandemic, no FY2020 summarized NorthStar data is available.</i>	<i>Due to the COVID-19 pandemic, no FY2021 summarized NorthStar data is available.</i>
Pacific Island/HI Native						51.14	50.29	45.31		
Hispanic	50.00	64.51	68.42			37.94	38.46	38.20		
Black	74.28	51.73	72.41			33.30	33.87	33.94		
2 or More Races	80.64	80.64	85.71			55.02	55.28	54.10		
English Learner	39.39	35.71	51.06			30.34	31.17	30.78		
FRP	66.15	55.71	64.70			40.12	40.31	39.28		
SpEd	61.53	57.57	59.18			33.73	33.50	32.83		
White	87.15	86.50	88.29			67.75	67.52	66.57		
Math Achievement	Nova Classical Academy					Statewide				
	2017	2018	2019	2020	2021	2017	2018	2019	2020	2021
All	82.69	82.95	84.83			57.63	56.21	53.85		
Amer Indian/AL Native						29.85	28.80	25.90		
Asian	80.48	82.00	79.59	<i>Due to the COVID-19 pandemic, no FY2020 summarized NorthStar data is available.</i>	<i>Due to the COVID-19 pandemic, no FY2021 summarized NorthStar data is available.</i>	56.40	55.35	54.24	<i>Due to the COVID-19 pandemic, no FY2020 summarized NorthStar data is available.</i>	<i>Due to the COVID-19 pandemic, no FY2021 summarized NorthStar data is available.</i>
Pacific Island/HI Native						46.60	41.99	45.43		
Hispanic	55.00	64.28	72.22			35.40	33.79	31.42		
Black	69.69	75.75	68.96			28.64	27.95	26.45		
2 or More Races	87.09	81.25	87.50			51.07	49.06	46.80		
English Learner	39.39	52.50	57.44			32.37	30.96	28.98		
FRP	66.15	62.50	69.69			37.73	35.92	33.27		
SpEd	61.53	58.33	56.00			33.33	32.04	30.76		
White	85.00	85.37	87.86			66.30	65.20	62.89		

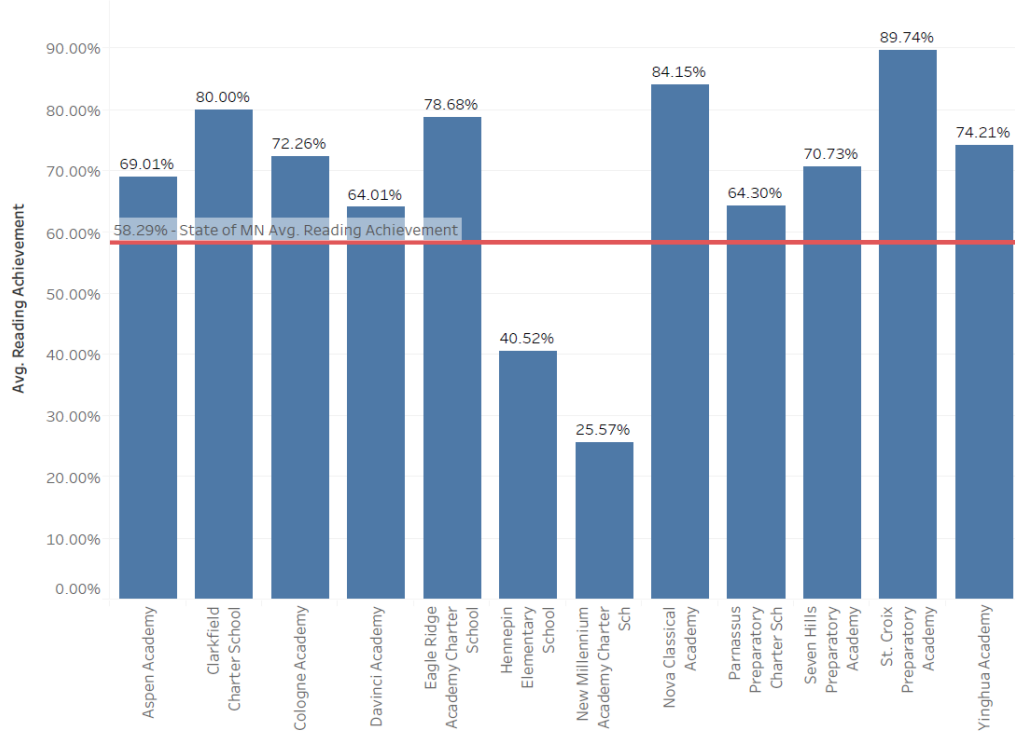
North Star Indicators

The following charts reflect the North Star indicators in the MDE report card. The North Star accountability system was built to satisfy and align requirements of the federal Every Student Succeeds Act (ESSA). All of Friends of Education schools are compared to each other and the state averages. Due to the COVID-19 pandemic, the most recent year for which there is North Star data is 2019.

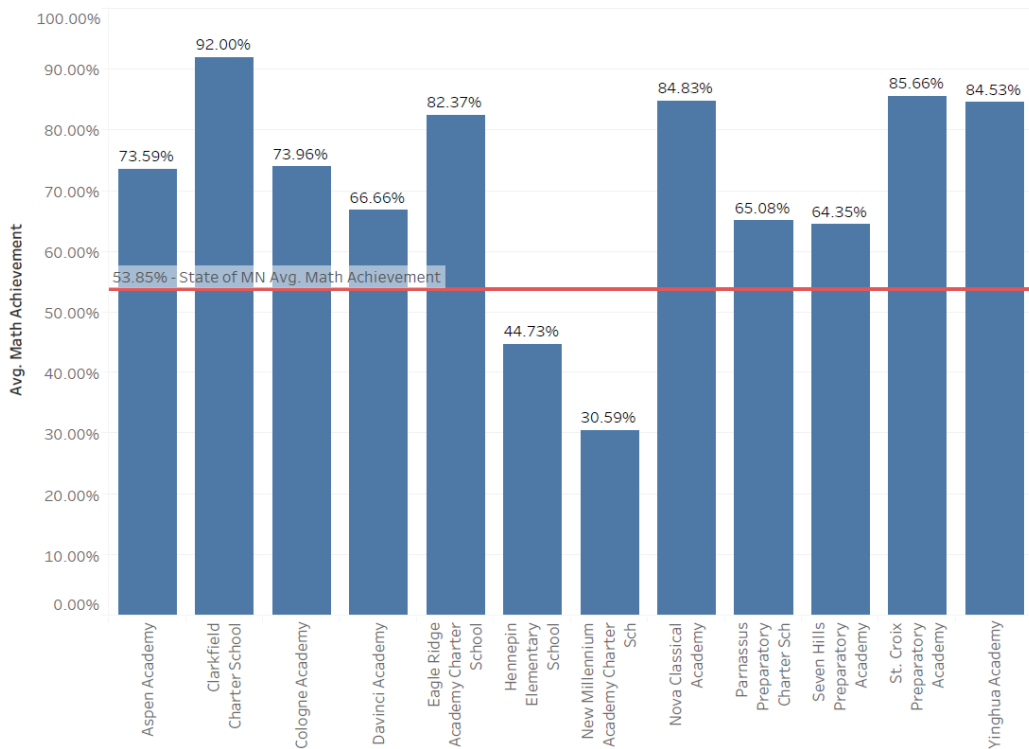
North Star Achievement

North Star Achievement shows the percentage of students who meet or exceeds standards on the MCAs and the MTAS based on the school population tested, plus those students that opted out. Nova is above the state average in both reading and math.

North Star 2019 Reading Achievement



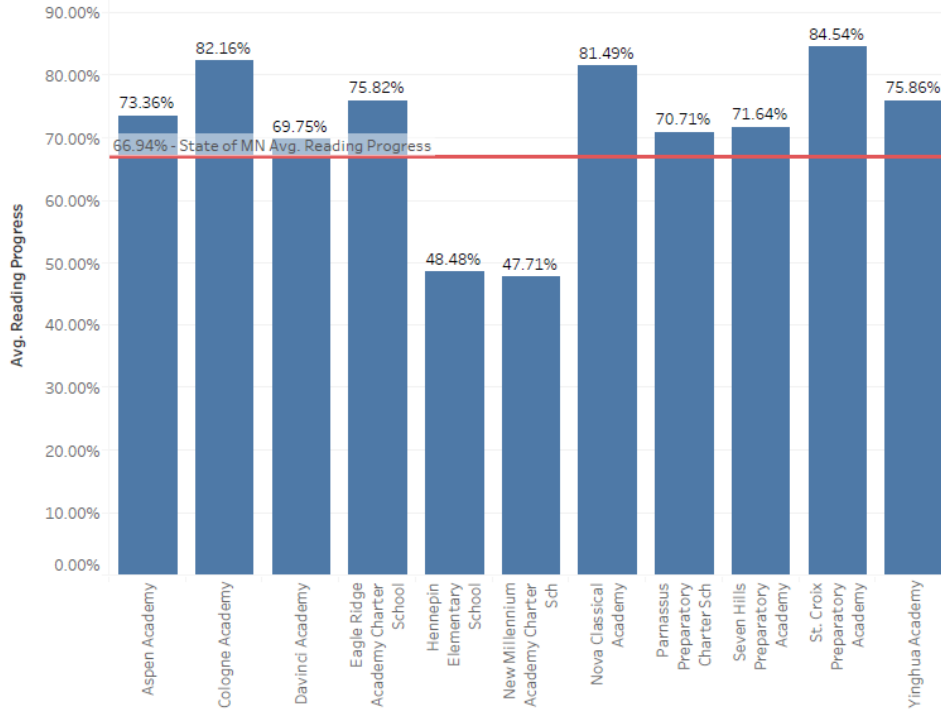
North Star 2019 Math Achievement



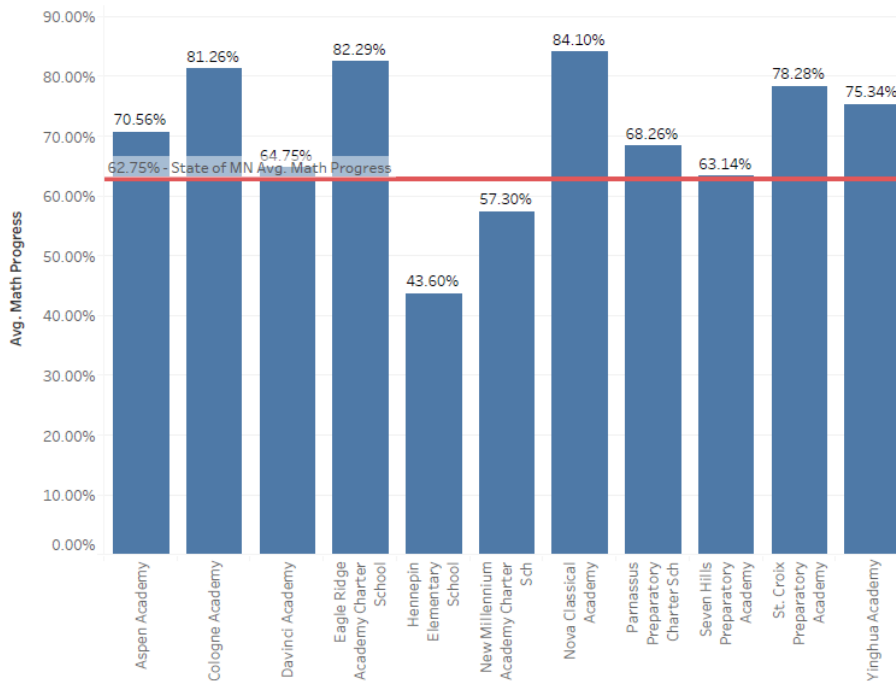
North Star Progress

North Star Progress shows how students are progressing year over year. The following charts demonstrate the percentage of students improving and maintaining achievement levels compared to the state averages for reading and math. Once again, Nova is above the state average in both reading and math.

North Star 2019 Reading Progress
(% level improved plus % level maintained)



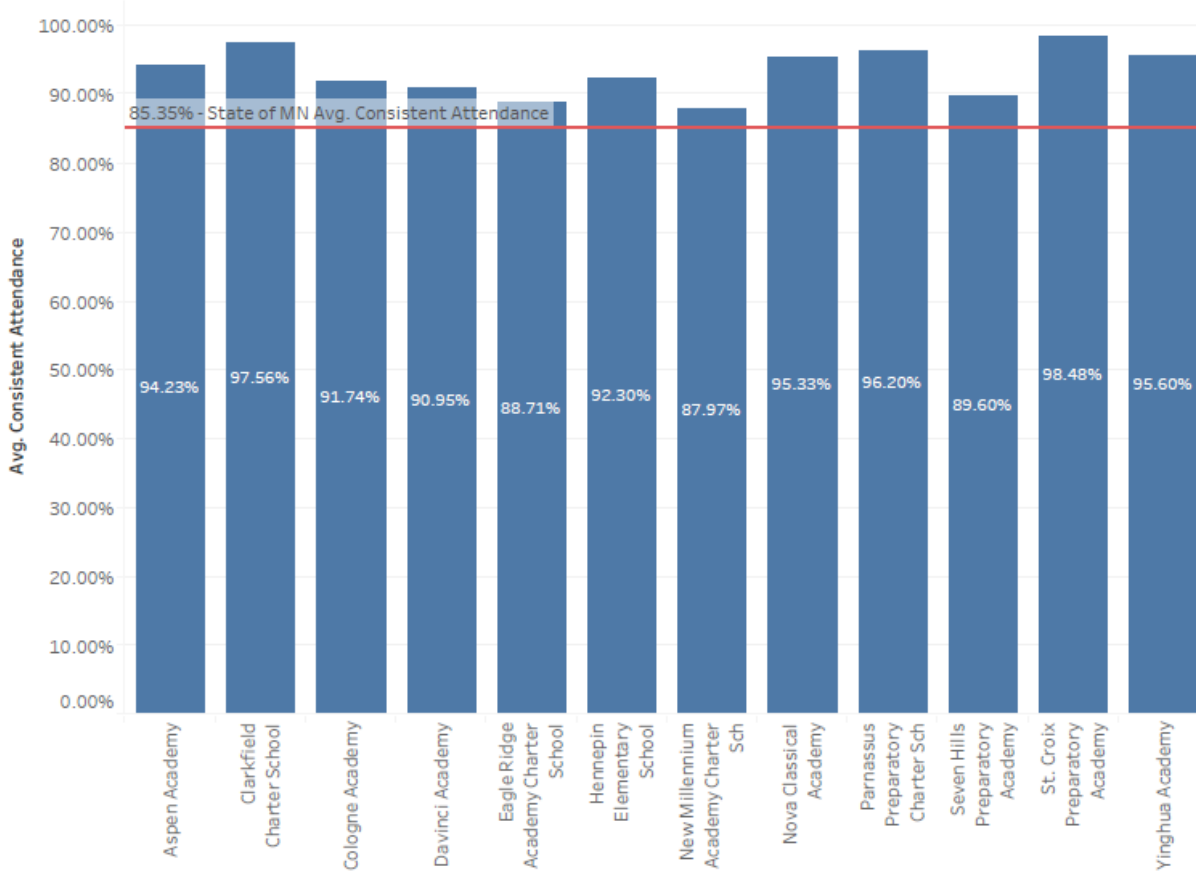
North Star 2019 Math Progress
(% level improved plus % level maintained)



North Star Consistent Attendance

North Star Consistent Attendance considers students consistently attending if they are in school more than 85.35 percent of the time they are enrolled. Nova exceeds the state average for consistent attendance.

North Star 2019 Consistent Attendance



Academic Performance – Absolute Proficiency

Historical school-wide proficiency rates have been:

	Percent Proficient				
	Nova				
	2017	2018	2019	2020	2021
Reading	84.30%	81.90%	84.80%	<i>Due to COVID-19 summary assessment data for FY2020 is not available.</i>	76.80%
Math	83.20%	83.10%	85.20%	<i>Due to COVID-19 summary assessment data for FY2020 is not available.</i>	69.80%

Friends of Education notes that the School’s participation rate in state assessment testing dropped in 2021: from 99% in 2019 to 64% in math and 63% in reading, which may have impacted the 2021 decreases.

2021 school-wide proficiency rates, compared with other Friends’ schools, are:

FY2021 MCA Proficiency

<u>READING</u>	<u>%</u>	<u>MATH</u>	<u>%</u>
St. Croix Prep	86.60%	Eagle Ridge	73.60%
Nova	76.80%	St. Croix Prep	73.50%
Eagle Ridge	73.90%	Nova	69.80%
Clarkfield	68.40%	Cologne	69.10%
Seven Hills	66.30%	Clarkfield	63.20%
Yinghua	65.90%	Yinghua	62.00%
Cologne	65.80%	DaVinci	57.60%
DaVinci	65.50%	Parnassus	56.10%
Aspen	64.30%	Aspen	54.80%
<i>Average</i>	<i>61.19%</i>	<i>Average</i>	<i>54.38%</i>
Parnassus	54.90%	Seven Hills	47.70%
Hennepin	31.00%	Hennepin	20.80%
New Millennium	14.90%	New Millennium	4.30%

The School’s grade-by-grade proficiency rates are:

Reading MCA Percentages					Math MCA Percentages						
Nova					Nova						
<u>Grade</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Grade</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
3	69.20%	67.90%	82.10%	<i>Due to</i>	76.90%	3	82.10%	84.60%	84.60%	<i>Due to</i>	76.50%
4	71.10%	74.40%	73.10%	<i>COVID-19</i>	59.10%	4	76.30%	83.30%	85.90%	<i>COVID-19</i>	61.20%
5	93.60%	75.60%	88.50%	<i>summary</i>	83.60%	5	87.00%	66.70%	78.20%	<i>summary</i>	70.00%
6	89.70%	93.50%	80.50%	<i>assessment</i>	78.00%	6	87.20%	89.60%	76.90%	<i>assessment</i>	63.20%
7	84.60%	91.30%	92.40%	<i>data for</i>	71.70%	7	80.80%	92.50%	93.70%	<i>data for</i>	72.30%
8	93.40%	82.70%	86.30%	<i>FY2020 is</i>	88.10%	8	85.50%	86.70%	91.30%	<i>FY2020 is</i>	67.40%
10	88.90%	89.10%	90.70%	<i>not</i>	95.80%	11	83.30%	76.40%	85.20%	<i>not</i>	86.40%
				<i>available.</i>						<i>available.</i>	

For grade-by-grade proficiency, Friends of Education notes:

Reading Proficiency - By Grade:

- 8th and 10th grades show gains from 2019 to 2021; all other grades showed decreases from 2019 to 2021
- 3rd grade had a 15-point gain from 2018 to 2019
- 5th grade shows an 18-point drop from 2017 to 2018, then a 13-point gain from 2018 to 2019
- 10th grade shows consistent gains through 2021

Reading Proficiency - By Cohort:

- 2017 3rd grade cohort showed significant gains through 2019, increasing from 69% to 89%, then dropped to 72% in 2021.
- 2017 4th grade cohort showed gains each year, increasing from 71% to 88% in 2021 8th grade.

- 2017 5th grade cohort was consistently high (92-93%) and even gained a few points in 2021 (to 96%) despite the pandemic impact.
- 2018 3rd grade cohort showed gains each year through 2021

Math Proficiency – By Grade:

- 11th grade showed gain from 2019 to 2021; all other all grades show decreases from 2019 to 2021
- 5th grade shows a 20-point drop from 2017 to 2018, then a 12-point gain from 2018 to 2019
- 3rd, 4th, 7th, 8th show increases from 2017 to 2018 to 2019

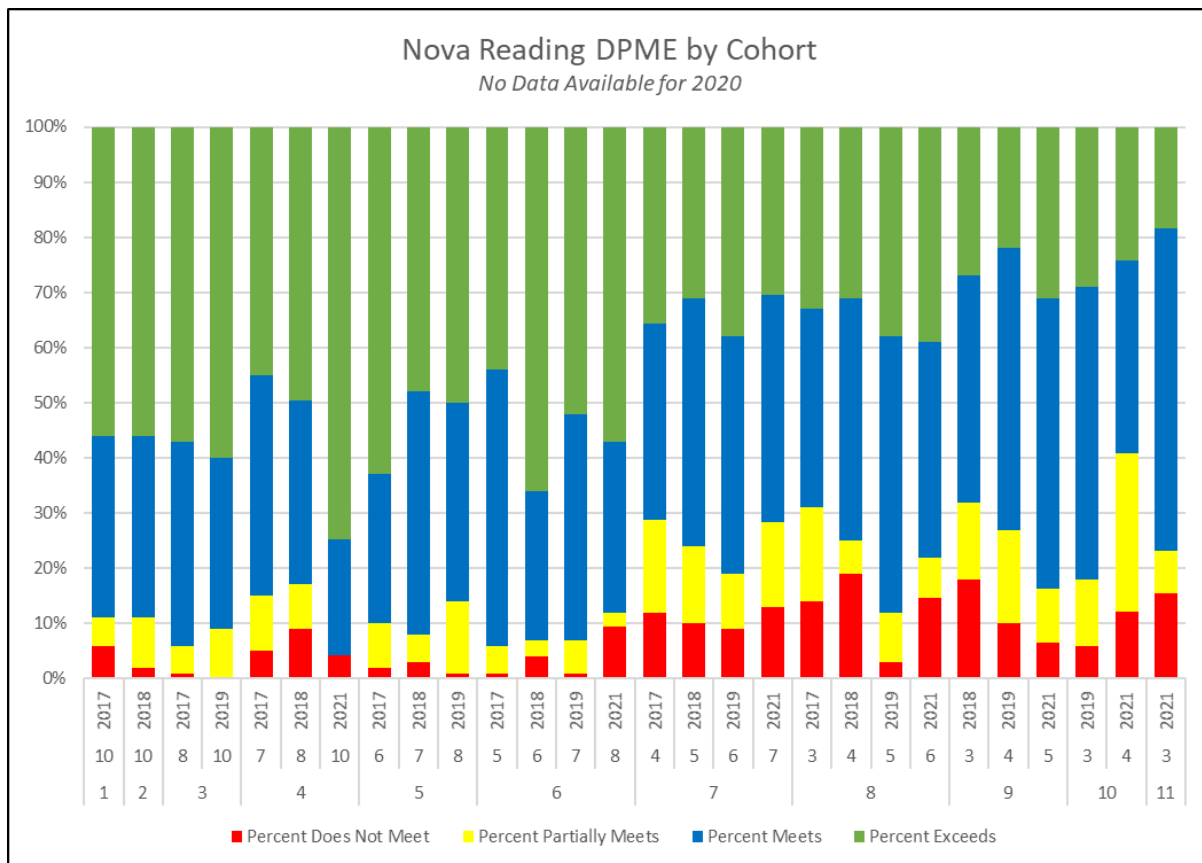
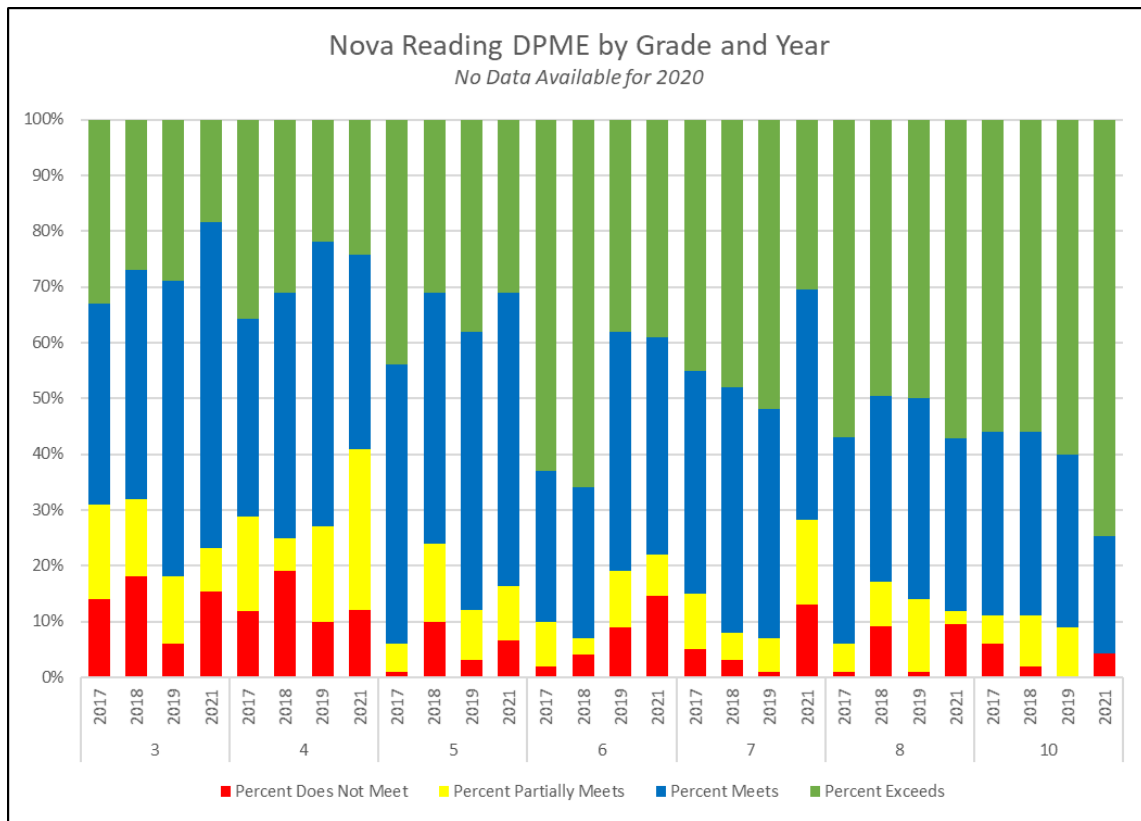
Math Proficiency - By Cohort:

- 2017 4th grade cohort experienced a 10-point drop in 2018 and gained it back in 2019
- 2017 5th grade cohort experienced consistent gains through 2019

Friends of Education encourages the School to evaluate possible causes and expand effective practices as warranted.

MCA Results by Achievement Level – Reading

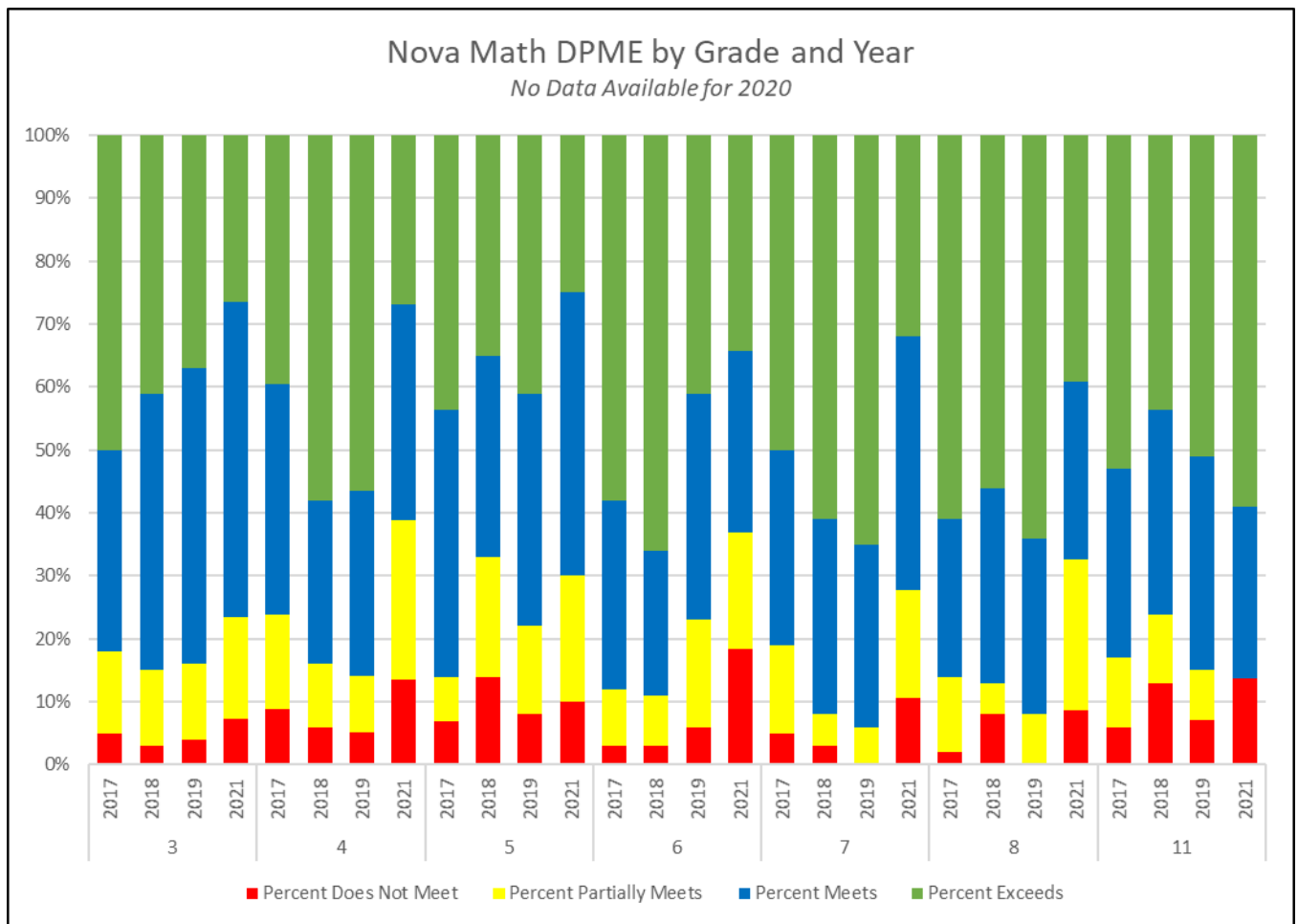
The following charts show the percentage of students by achievement level (Does Not Meet, Partially Meets, Meets, and Exceeds) each year on the state assessments and visually demonstrate the gains and decreases noted above. What the above charts do not demonstrate – and is visually apparent below – is the significant percentage of Nova students who “Exceed” expectations. Specifically, more than 50% of the students Exceed expectations for 6th grade in 2017 and 2018; 7th grade in 2019; 8th grade in all years; 10th grade in all years. These results demonstrate the quality of instruction vis-à-vis state standards.



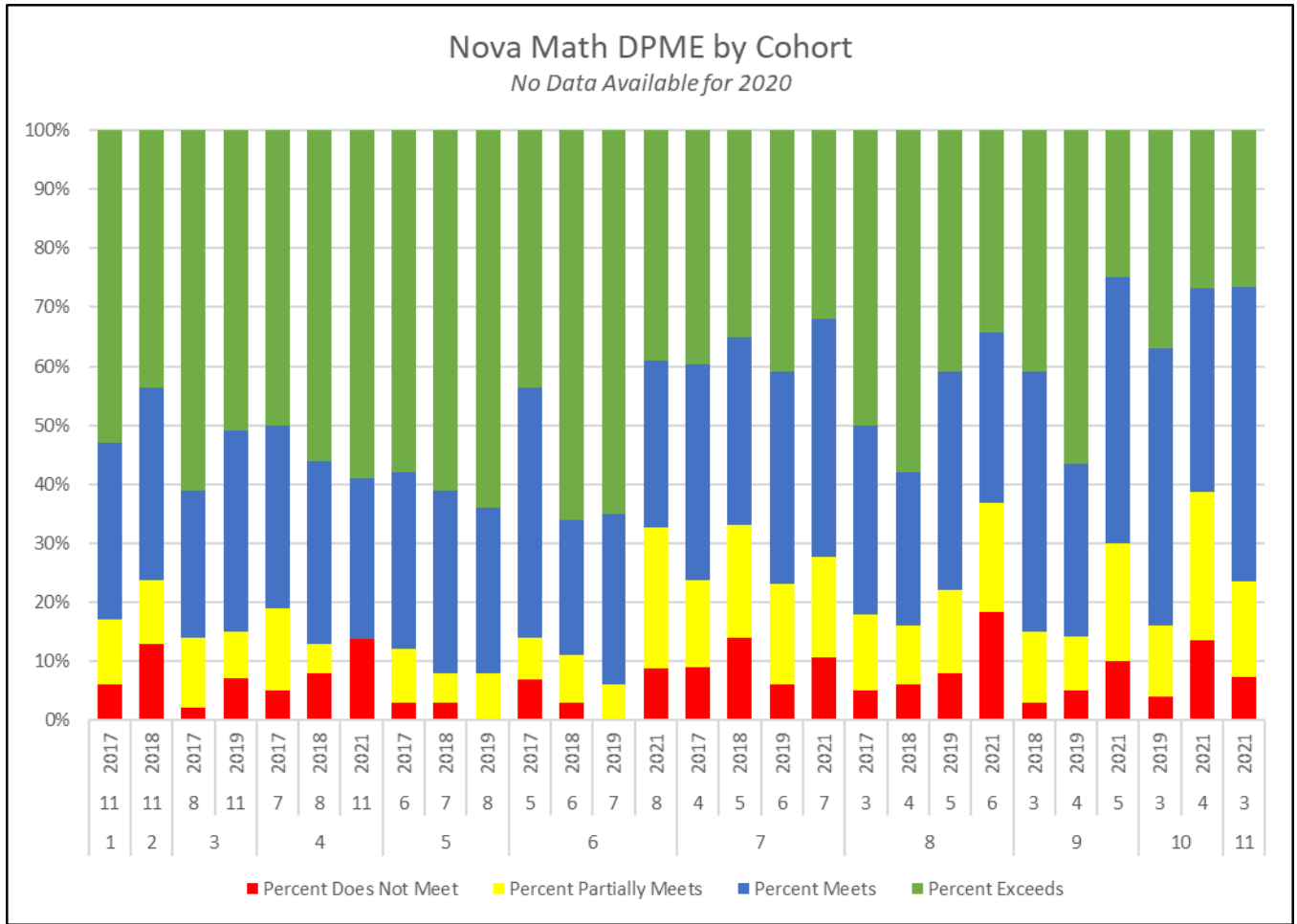
MCA Results by Achievement Level – Math

For math, Nova’s grades 3 – 8 lost proficiency in FY2021 when compared with prior years. However, Nova’s grade 11 shows a stronger performance than in prior years.

As with Reading, the following charts show the percentage of students by achievement level (Does Not Meet, Partially Meets, Meets, and Exceeds) each year on the state assessments and visually demonstrate the gains and decreases noted in the Grade-by-Grade proficiency charts. Similar to Reading, what is visually in these charts is the significant percentage of Nova students who “Exceed” expectations. Specifically, more than 50% of the students Exceed expectations for 3rd grade in 2017 4th grade in 2018 and 2019; 6th grade in 2017 and 2018; 7th and 8th grades grade in 2017, 2018, 2019; 8th grade in all years; 11th grade in 2017 and 2021. These results demonstrate the quality of instruction vis-à-vis state standards.

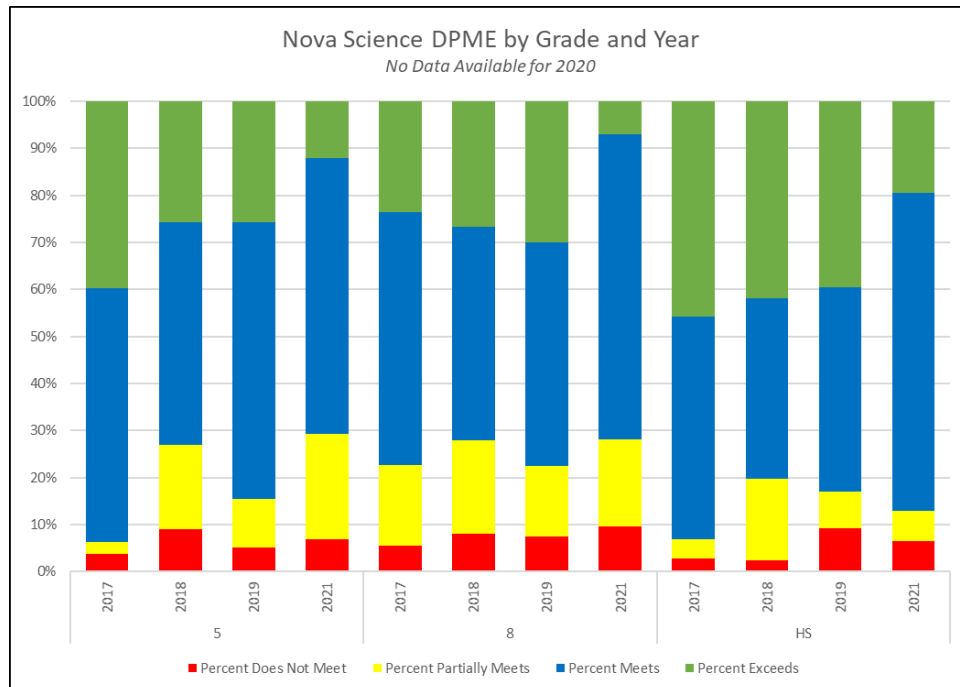


The following chart is the same data but by cohort, i.e., following a grade through time; however, the cohorts may not represent the same students. For math, cohorts 4 (2017 7th grade) and 5 (2017 6th grade) show increasing gains in Exceeds.



State Assessment Results by Achievement Level – Science

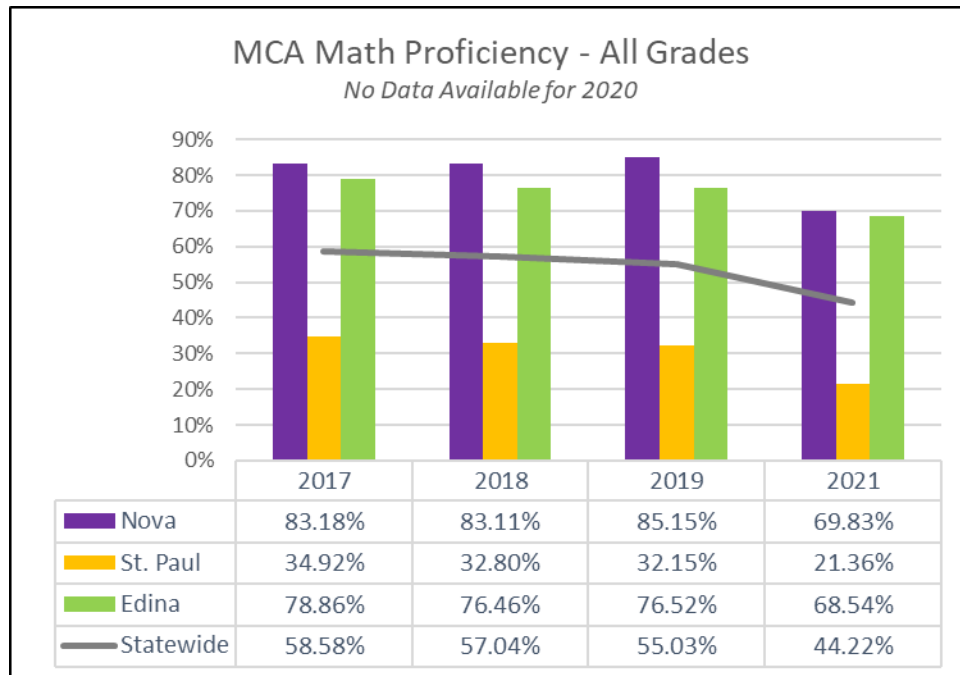
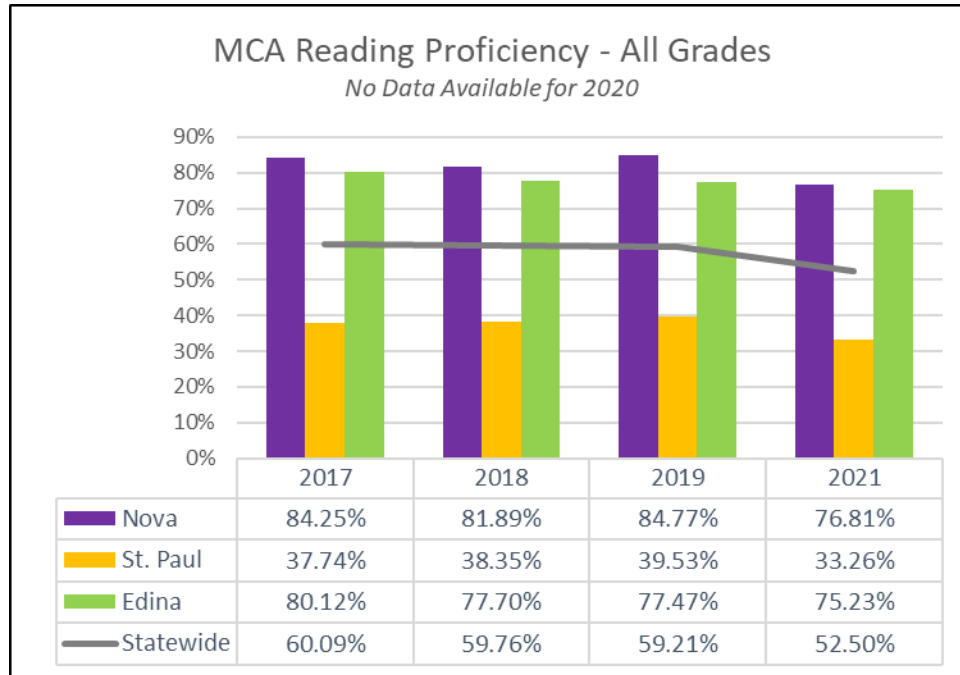
Nova students show fairly consistent performance in science proficiency by grade.

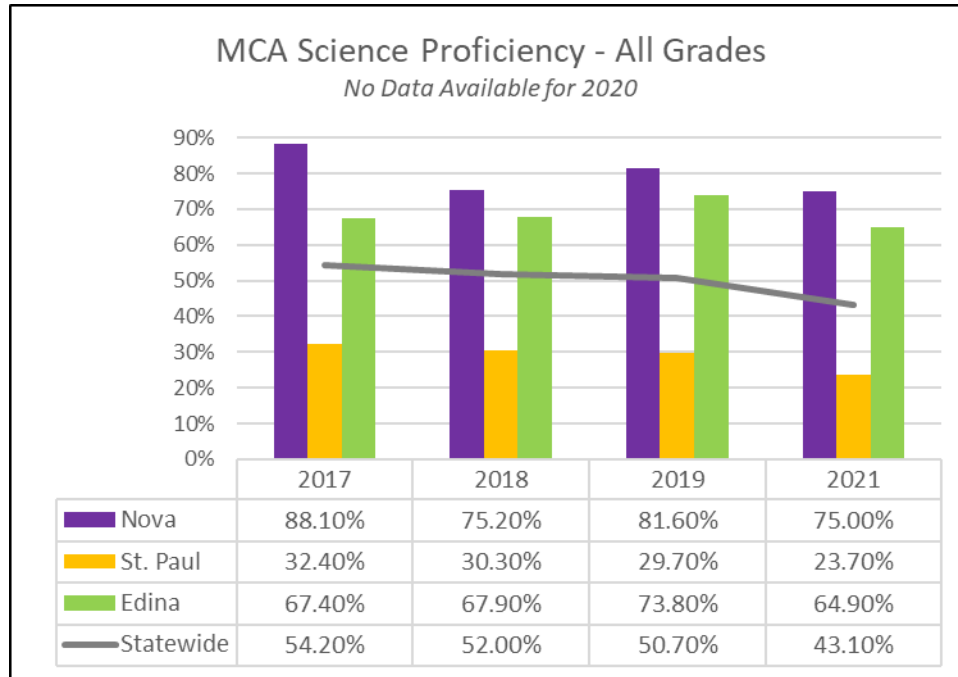


Academic Performance – Comparative Proficiency

Nova’s state assessment performance has exceeded that of its resident district, and also exceeds another high-performing district, as well as the state averages, in all content areas.

MCA Student Proficiency (Meets or exceeds standards)





Comparative Proficiency %

The Comparative Proficiency % is calculated by dividing the % proficient in the charter school (the Absolute Proficiency %) by the % proficient in the resident district and with the state. The Comparative Proficiency provides a numerical equivalent of what the previous graphs have shown, e.g., Nova obtained 231% of district reading (using St. Paul school district), 326% of district math performance, 146% of state reading, and 158% of state math performance.

FY2021 Comparative Proficiency %

	Comparison District	Comparison State		Comparison District	Comparison State
READING			MATH		
Aspen	1.08	1.22	Aspen	0.98	1.24
Clarkfield	1.47	1.30	Clarkfield	2.07	1.43
Cologne	1.17	1.25	Cologne	1.61	1.56
DaVinci	1.18	1.25	DaVinci	1.18	1.30
Eagle Ridge	1.29	1.41	Eagle Ridge	1.53	1.67
Hennepin	0.68	0.59	Hennepin	0.59	0.47
New Millennium	0.34	0.28	New Millennium	0.18	0.10
Nova	2.31	1.46	Nova	3.26	1.58
Parnassus	1.08	1.05	Parnassus	1.34	1.27
Seven Hills	1.34	1.26	Seven Hills	1.35	1.08
St. Croix Prep	1.54	1.65	St. Croix Prep	1.38	1.66
Yinghua	1.44	1.26	Yinghua	1.75	1.40

Comparative Performance Index

The Comparative Performance Index is the district comparative proficiency by grade. Historically, Nova significantly outperforms its resident district (St. Paul) in reading and math.

Comparative Performance Index

Nova

Grade	Reading					Grade	Math				
	2017 Index	2018 Index	2019 Index	2020 Index	2021 Index		2017 Index	2018 Index	2019 Index	2020 Index	2021 Index
3	2.04	1.98	2.33	Due to COVID-19 summary assessment data for FY2020 is not available.	2.73	3	1.99	2.17	2.13	Due to COVID-19 summary assessment data for FY2020 is not available.	2.73
4	2.06	2.16	2.11		1.94	4	1.84	2.15	2.20		2.28
5	2.02	1.63	1.90		2.21	5	2.41	1.96	2.50		3.64
6	2.30	2.36	2.09		2.23	6	3.09	3.58	3.12		4.34
7	2.51	2.46	2.49		2.27	7	2.87	3.19	3.42		4.21
8	2.40	2.23	2.20		2.79	8	2.50	2.69	2.79		3.90
10	2.31	2.22	1.98	2.10	11	2.80	2.81	3.12	3.64		
All	2.23	2.14	2.14	2.31	All	2.38	2.53	2.65	3.27		

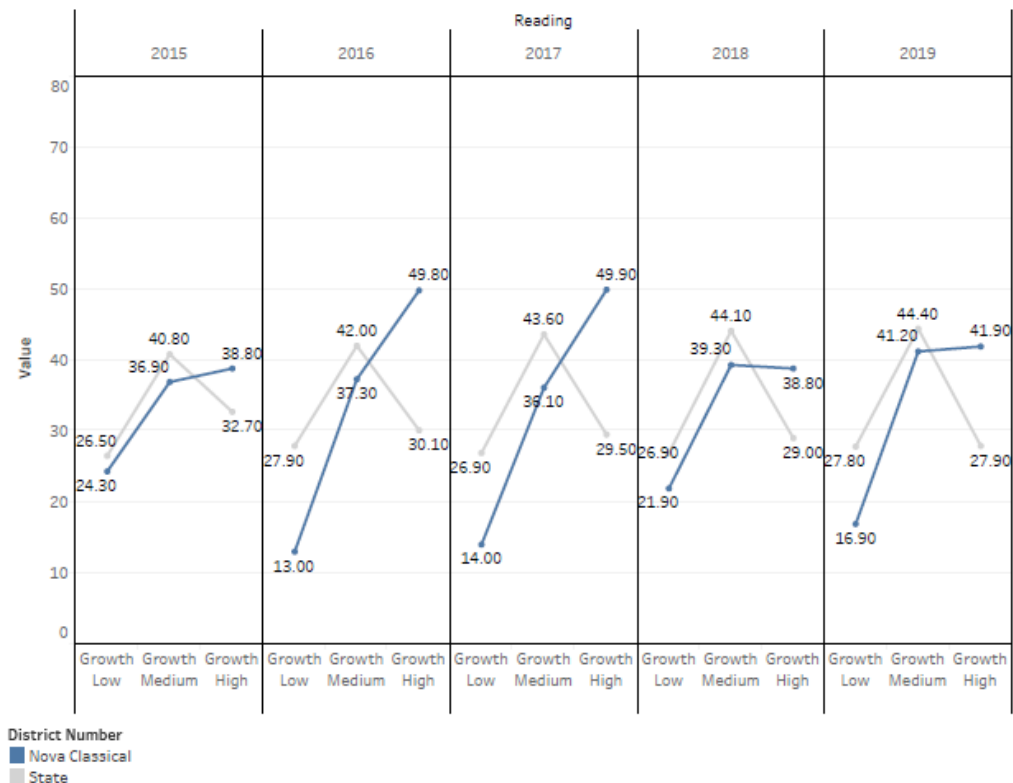
Academic Performance - Growth

High growth in reading and math for individual Nova students for each of the years shown below exceeds that of the state overall. MDE discontinued publishing growth high/medium/low and on-track growth data; 2019 is the last year published.

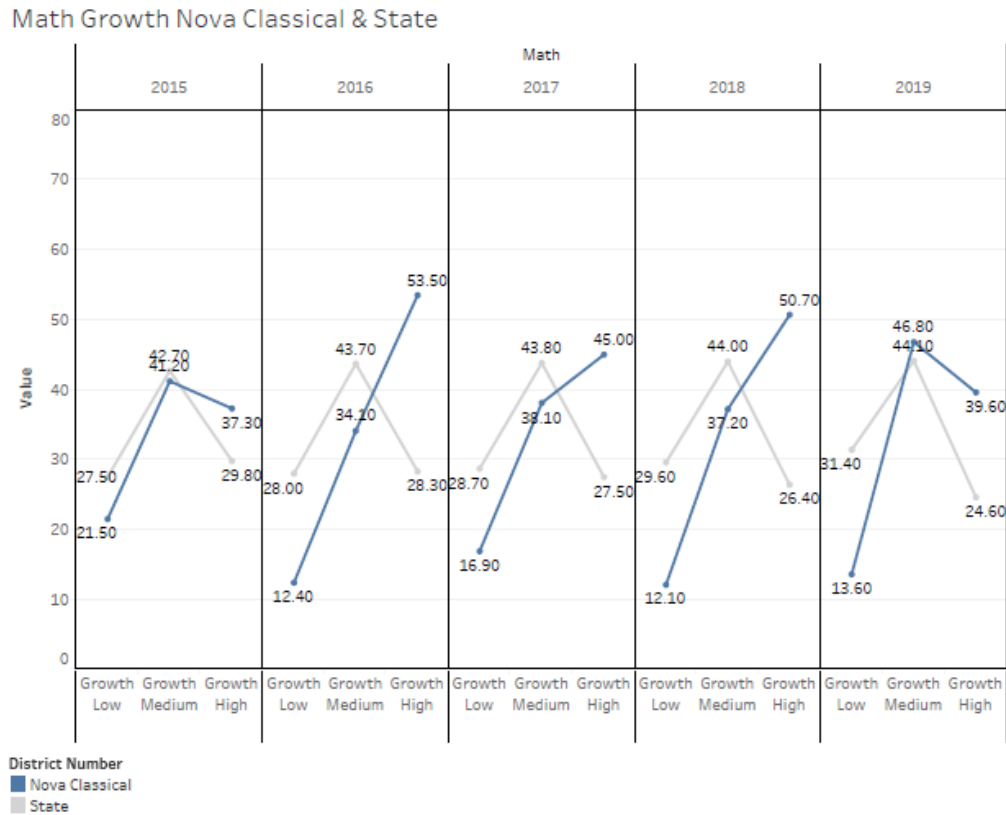
MCA Growth Trends

For reading, all years demonstrate strong growth; 2016 and 2017 show tremendous growth gains.

Reading Growth Nova Classical & State



For math, all years demonstrate strong growth; 2016, 2017, and 2018 show tremendous growth gains.



MCA: Low Growth Performance

Inasmuch as low growth students will likely not advance, Friends of Education evaluates the percentage of students achieving low growth. In 2019, approximately 17% of Nova students achieved low growth in reading and approximately 14% in math, which compares favorably with the state average of nearly 28% for reading and over 31% for math.

MCA: High Growth Performance

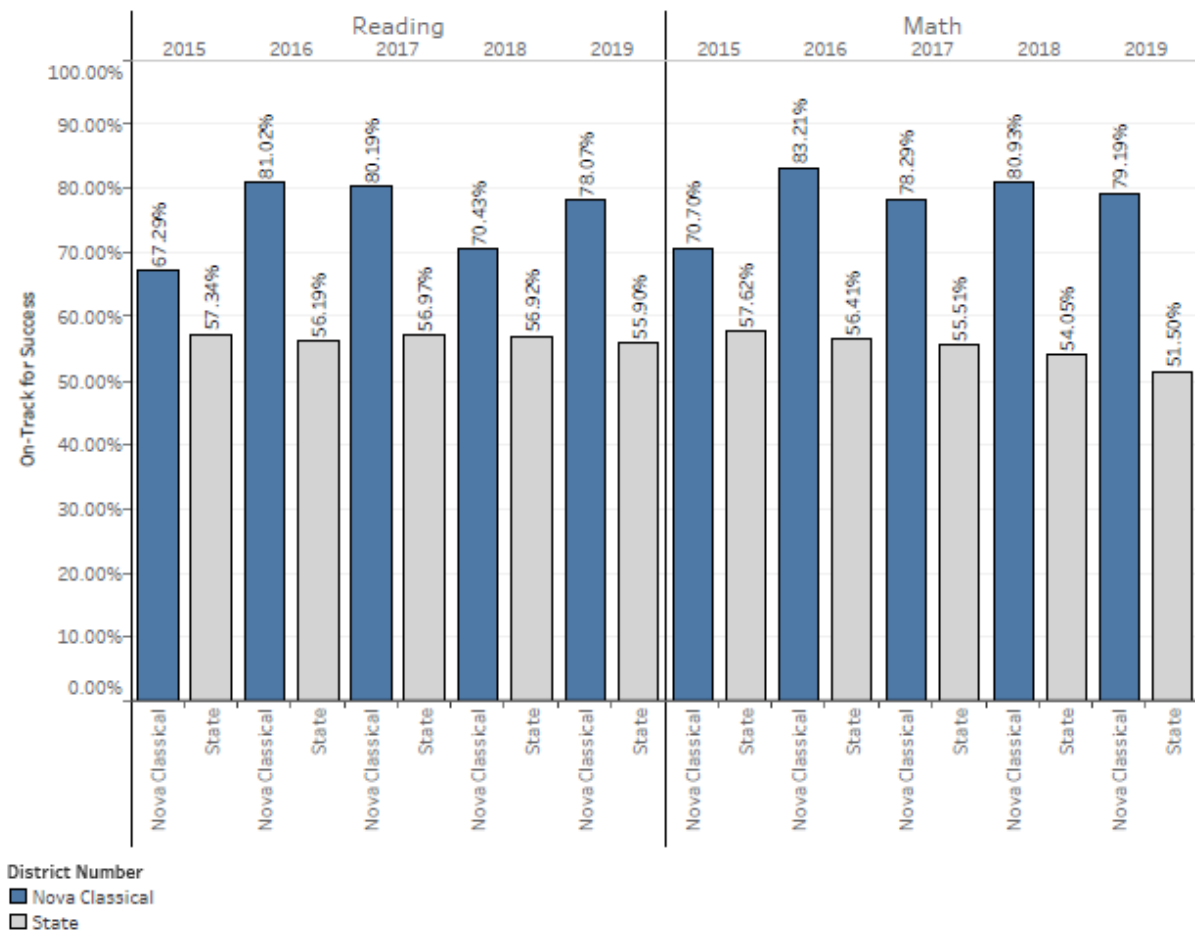
Because students achieving high growth are likely to continue to achieve proficiency and advance, Friends evaluates the percentage of students achieving high growth. In 2019, nearly 42% of Nova students achieved high growth in reading and nearly 40% in math. This compares favorably with the state averages of nearly 28% in reading and 25% for math.

MCA: “On Track” for Success Performance

Friends evaluates whether its schools are “On Track” for success. “On Track” is calculated by adding the % of students who scored proficient on the 2019 MCA and who achieved medium or high growth from 2018 to 2019 to the % of students who did not score proficient on the 2019 MCA but who achieved high growth from 2018 to 2019 (MDE has discontinued providing growth data). The sum of these three growth categories (proficient, medium growth; proficient, high growth; nonproficient, high growth) are evaluated because they are most likely to lead to continued proficiency for the already proficient student, and increased proficiency for the non-proficient student.

As demonstrated below, Nova’s historical on-track growth, when compared with the state, demonstrates significantly higher reading and math on-track growth.

On-Track Growth



Nova’s 2019 On-Track Growth Performance, compared with other Friends schools, is:

FY2019 On-Track Growth Performance

READING	"On Track"	MATH	"On Track"
Aspen	63.38%	Aspen	65.26%
Cologne	69.77%	Cologne	75.64%
DaVinci	57.46%	DaVinci	56.98%
Eagle Ridge	70.66%	Eagle Ridge	80.16%
Hennepin	31.75%	Hennepin	33.86%
New Millennium	32.45%	New Millennium	52.66%
Nova	78.07%	Nova	79.19%
Parnassus	63.12%	Parnassus	60.45%
Seven Hills	64.75%	Seven Hills	49.35%
St. Croix Prep	78.46%	St. Croix Prep	73.80%
Yinghua	70.21%	Yinghua	69.37%
State	55.90%	State	51.50%

Growth Z-Scores

Z-scores are a standardized measure that compares school data to state average data for the same grades. A z-score of 0 means average. Positive z-scores mean the school is *above* the state average and negative numbers mean the school is *below* the state average. MDE discontinued publishing growth z-scores; 2019 is the last year published.

The school’s z-scores are highlighted green when they exceed the state performance; the red highlighting identifies areas where the school meets or is less than state-average performance. Overall, Nova’s growth compares favorably to the state’s in terms of the z-score standardized measurement, especially in math.

		READING									
		Nova					State				
Grade	Grouping (Group)	2015	2016	2017	2018	2019	2015	2016	2017	2018	2019
All	All Students	0.08	0.40	0.39	0.08	0.26	0.02	-0.03	-0.03	-0.05	-0.07
	Asian Students	0.29	0.71	0.50	0.29	0.09	0.09	0.06	0.00	0.05	0.02
	Black Students	-0.05	0.48	0.26	0.04	-0.09	-0.17	-0.20	-0.19	-0.20	-0.21
	English Learner Students		0.07	0.11	-0.18	0.11	-0.13	-0.16	-0.18	-0.14	-0.14
	Hispanic	-0.06	0.52	0.09	0.13	0.34	-0.1	-0.16	-0.15	-0.16	-0.16
	Special Education Students	-0.22	0.47	0.47	-0.05	0.28	-0.17	-0.24	-0.23	-0.24	-0.25
	Students Eligible for Free/Reduced Priced	0.04	0.27	0.15	-0.31	0.05	-0.13	-0.16	-0.16	-0.17	-0.18
	Two or More Races				-0.03	0.42				-0.08	-0.10
	White Students	0.07	0.41	0.41	0.08	0.30	0.05	0.00	0.01	-0.01	-0.04

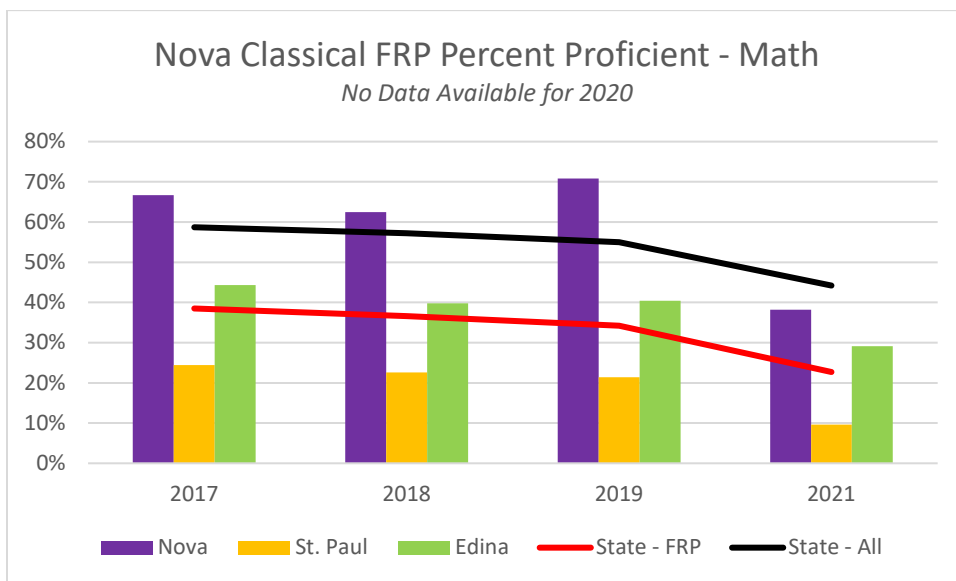
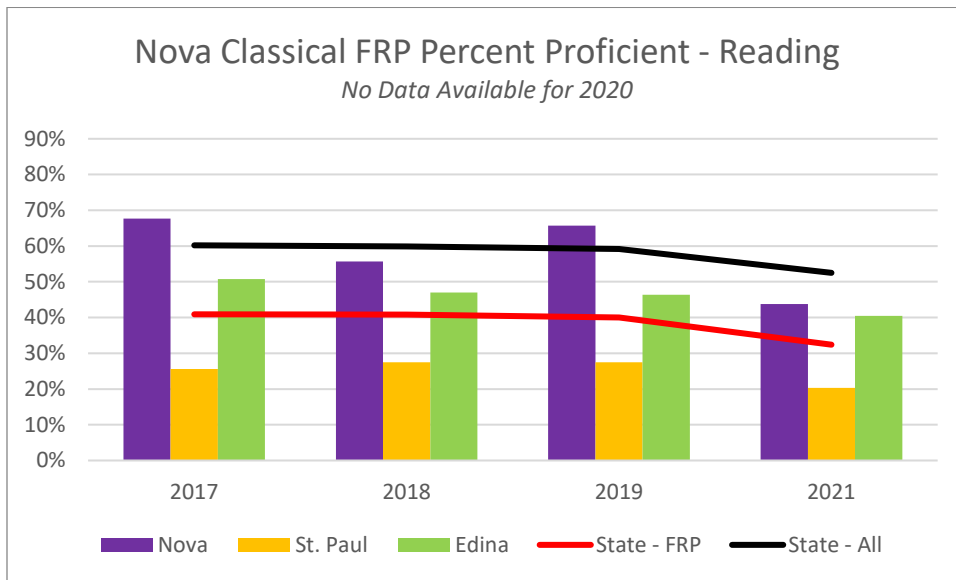
4	All Students	-0.25	-0.11	0.10	-0.04	0.18	0.04	0.02	0.00	-0.01	0.02
	Asian Students						0.07	0.09	0.00	0.04	0.07
	Black Students						-0.14	-0.14	-0.12	-0.13	-0.10
	English Learner Students						-0.07	-0.09	-0.09	-0.08	-0.05
	Hispanic						-0.06	-0.12	-0.10	-0.14	-0.10
	Special Education Students		-0.41				-0.15	-0.17	-0.15	-0.16	-0.12
	Free/Reduced Priced Meals				-0.58	-0.03	-0.12	-0.13	-0.11	-0.12	-0.08
	Two or More Races									-0.03	0.00
	White Students	0.01	0.20	0.17	-0.23	0.44	0.09	0.06	0.05	0.04	0.06
5	All Students	0.05	0.16	0.16	-0.31	0.38	0.00	-0.07	-0.09	-0.08	-0.11
	Asian Students	0.00					0.07	0.00	-0.06	0.05	-0.02
	Black Students						-0.20	-0.26	-0.25	-0.20	-0.24
	English Learner Students						-0.12	-0.20	-0.21	-0.13	-0.16
	Hispanic						-0.10	-0.19	-0.21	-0.18	-0.19
	Special Education Students						-0.22	-0.28	-0.30	-0.28	-0.31
	Free/Reduced Priced Meals				-0.58	-0.03	-0.14	-0.20	-0.21	-0.19	-0.22
	Two or More Races									-0.10	-0.16
	White Students	0.01	0.20	0.17	-0.23	0.44	0.04	-0.02	-0.05	-0.05	-0.08
6	All Students	0.09	0.57	0.83	0.61	0.21	0.05	-0.03	-0.03	-0.01	-0.05
	Asian Students		0.59			-0.05	0.12	0.05	0.01	0.05	0.05
	Black Students						-0.16	-0.19	-0.19	-0.18	-0.22
	English Learner Students						-0.16	-0.23	-0.20	-0.12	-0.17
	Hispanic						-0.11	-0.23	-0.17	-0.13	-0.15
	Special Education Students			0.79			-0.10	-0.28	-0.23	-0.20	-0.24
	Free/Reduced Priced Meals	-0.18			0.16	0.21	-0.11	-0.19	-0.17	-0.15	-0.19
	Two or More Races									-0.07	-0.12
	White Students	0.11	0.61	0.96	0.60	0.12	0.09	0.02	0.02	0.03	0.00
7	All Students	0.15	0.54	0.33	-0.02	0.13	-0.02	-0.18	-0.12	-0.10	-0.13
	Asian Students			0.65			0.02	-0.05	-0.03	0.02	0.01
	Black Students			0.46			-0.17	-0.26	-0.20	-0.19	-0.21
	English Learner Students						-0.19	-0.19	-0.16	-0.14	-0.15
	Hispanic						-0.14	-0.23	-0.17	-0.19	-0.19
	Special Education Students						-0.20	-0.32	-0.29	-0.27	-0.30
	Students Eligible for Free/Reduced Priced Meals	0.06		0.45		-0.18	-0.17	-0.26	-0.21	-0.20	-0.21
	Two or More Races									-0.15	-0.12
	White Students	0.15	0.53	0.27	-0.07	0.13	0.02	-0.17	-0.11	-0.08	-0.12
8	All Students	0.15	0.92	0.46	0.26	0.33	0.02	0.03	0.06	0.00	-0.07
	Asian Students				0.55		0.12	0.13	0.07	0.10	0.02
	Black Students						-0.13	-0.11	-0.15	-0.18	-0.25
	English Learner Students						-0.12	-0.11	-0.22	-0.16	-0.22
	Hispanic						-0.06	-0.06	-0.09	-0.13	-0.19
	Special Education Students						-0.17	-0.21	-0.22	-0.30	-0.34
	Free/Reduced Priced Meals		0.91				-0.10	-0.07	-0.09	-0.14	-0.21
	Two or More Races									-0.02	-0.10
	White Students	0.14	0.90	0.50	0.30	0.44	0.04	0.06	0.11	0.04	-0.03

10	All Students	0.64	0.80	0.84	0.31	0.35	0.01	0.02	-0.02	-0.08	-0.08
	Asian Students						0.15	0.14	0.04	0.03	0.10
	Black Students						-0.27	-0.28	-0.27	-0.33	-0.25
	English Learner Students						-0.14	-0.14	-0.25	-0.25	-0.11
	Hispanic						-0.13	-0.13	-0.17	-0.22	-0.17
	Special Education Students	0.09					-0.19	-0.14	-0.20	-0.26	-0.20
	Free/Reduced Priced Meals		0.30		-0.14		-0.15	-0.12	-0.16	-0.20	-0.16
	Two or More Races									-0.16	-0.08
	White Students	0.74	0.82	0.83	0.31	0.46	0.05	0.06	0.03	-0.04	-0.07
	MATH										
		Nova					State				
Grade	Grouping (Group)	2015	2016	2017	2018	2019	2015	2016	2017	2018	2019
All	All Students	0.11	0.42	0.24	0.37	0.23	-0.05	-0.08	-0.10	-0.13	-0.17
	Asian Students	0.16	0.57	0.56	0.29	0.31	0.08	0.05	0.05	0.02	0.00
	Black Students	-0.03	0.72	0.03	0.55	-0.14	-0.28	-0.31	-0.32	-0.35	-0.37
	English Learner Students		0.46	-0.12	0.38	0.18	-0.18	-0.21	-0.22	-0.23	-0.25
	Hispanic	-0.01	0.50	0.44	0.34	0.08	-0.21	-0.23	-0.25	-0.27	-0.32
	Special Education Students	-0.20	0.51	0.16	0.10	0.17	-0.28	-0.31	-0.31	-0.36	-0.37
	Free/Reduced Priced Meals	-0.18	0.55	0.00	0.19	0.02	-0.22	-0.24	-0.26	-0.29	-0.33
	Two or More Races				0.54	0.24				-0.20	-0.25
	White Students	0.12	0.43	0.22	0.37	0.26	-0.01	-0.04	-0.05	-0.08	-0.13
	4	All Students	-0.14	0.04	-0.21	0.26	0.30	0.00	0.00	-0.06	-0.10
Asian Students							0.13	0.11	0.06	0.04	0.11
Black Students							-0.21	-0.24	-0.31	-0.33	-0.29
English Learner Students							-0.10	-0.12	-0.19	-0.21	-0.19
Hispanic							-0.15	-0.17	-0.25	-0.30	-0.31
Special Education Students		-0.27					-0.23	-0.20	-0.26	-0.30	-0.27
Students Eligible for Free/Reduced Priced Meals					0.01	-0.49	-0.16	-0.17	-0.23	-0.27	-0.26
Two or More Races										-0.21	-0.25
White Students		0.36	0.17	0.16	0.25	0.20	0.05	0.06	0.01	-0.03	0.00
5		All Students	0.45	0.59	0.78	0.73	0.39	-0.03	-0.07	-0.10	-0.13
	Asian Students		0.26			0.46	0.17	0.12	0.09	0.12	0.06
	Black Students						-0.26	-0.31	-0.27	-0.27	-0.32
	English Learner Students						-0.10	-0.11	-0.13	-0.11	-0.41
	Hispanic						-0.15	-0.19	-0.24	-0.21	-0.24
	Special Education Students			0.67			-0.20	-0.32	-0.31	-0.37	-0.39
	Students Eligible for Free/Reduced Priced Meals	0.35			0.79	0.57	-0.18	-0.23	-0.24	-0.26	-0.30
	Two or More Races									-0.21	-0.25
	White Students	0.47	0.71	0.83	0.67	0.42	0.01	-0.03	-0.07	-0.11	-0.16

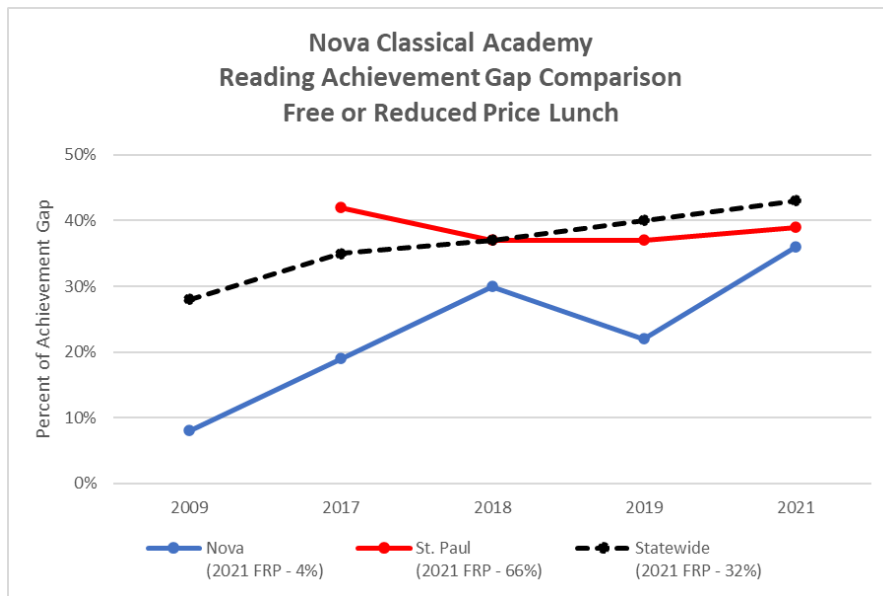
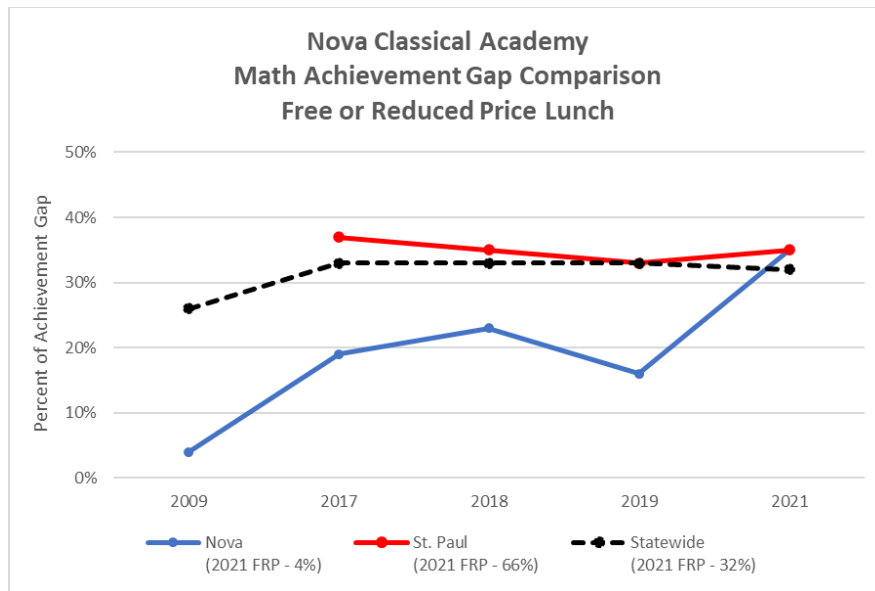
6	All Students	0.45	0.59	0.78	0.73	0.39	-0.07	-0.12	-0.10	-0.12	-0.17
	Asian Students		0.26			0.46	-0.11	-0.17	-0.10	-0.15	-0.20
	Black Students						-0.42	-0.47	-0.43	-0.48	-0.49
	English Learner Students						-0.43	-0.53	-0.47	-0.43	-0.45
	Hispanic						-0.35	-0.45	-0.40	-0.37	-0.44
	Special Education Students			0.67			-0.26	-0.39	-0.32	-0.38	-0.37
	Free/Reduced Priced Meals	0.35			0.79	0.57	-0.31	-0.38	-0.35	-0.37	-0.42
	Two or More Races									-0.18	-0.29
	White Students	0.47	0.71	0.83	0.67	0.42	0.02	0.00	0.01	-0.02	-0.06
7	All Students	0.13	0.63	0.25	0.45	0.23	-0.06	-0.12	-0.11	-0.13	-0.18
	Asian Students			0.68			0.11	0.09	0.12	0.07	0.06
	Black Students			-0.19			-0.25	-0.28	-0.27	-0.30	-0.34
	English Learner Students						-0.14	-0.13	-0.14	-0.15	-0.20
	Hispanic						-0.17	-0.18	-0.18	-0.20	-0.25
	Special Education Students						-0.24	-0.31	-0.29	-0.31	-0.25
	Students Eligible for Free/Reduced Priced Meals	-0.12		-0.26		-0.01	-0.21	-0.24	-0.23	-0.26	-0.30
	Two or More Races									-0.19	-0.23
	White Students	0.10	0.61	0.23	0.46	0.39	-0.03	-0.10	-0.10	-0.10	-0.16
8	All Students	-0.25	0.76	0.14	0.08	-0.07	-0.04	-0.05	-0.07	-0.10	-0.17
	Asian Students				0.36		0.12	0.17	0.14	0.15	0.11
	Black Students						-0.17	-0.21	-0.25	-0.25	-0.31
	English Learner Students						-0.10	-0.10	-0.13	-0.11	-0.16
	Hispanic						-0.13	-0.14	-0.16	-0.17	-0.26
	Special Education Students						-0.32	-0.33	-0.33	-0.42	-0.46
	Free/Reduced Priced Meals		0.93				-0.17	-0.17	-0.20	-0.22	-0.29
	Two or More Races									-0.19	-0.24
	White Students	-0.26	0.73	0.08	0.07	-0.12	-0.02	-0.03	-0.05	-0.07	-0.15
11	All Students	0.31	0.90	0.62	0.81	0.33	-0.12	-0.14	-0.15	-0.23	-0.30
	Asian Students						0.02	-0.03	-0.04	-0.15	-0.17
	Black Students						-0.45	-0.38	-0.45	-0.55	-0.54
	English Learner Students						-0.35	-0.28	-0.32	-0.46	-0.42
	Hispanic						-0.35	-0.24	-0.27	-0.42	-0.42
	Special Education Students						-0.40	-0.30	-0.34	-0.45	-0.47
	Free/Reduced Priced Meals						-0.32	-0.28	-0.30	-0.41	-0.44
	Two or More Races									-0.31	-0.38
	White Students	0.36	0.85	0.58	0.79	0.28	-0.08	-0.11	-0.12	-0.18	-0.27

Academic Performance – Achievement Gap

Friends evaluates whether its schools are serving all students. As demonstrated below, the Nova students qualifying for free/reduced priced lunch consistently outperform the state-average for FRP students in both reading and math and has outperformed the state-average for all students in some years. In addition, Nova consistently performs favorably when compared with its resident and another high-performing district in both reading and math in all years. While Nova compares favorably with the state and the districts, the pandemic disproportionately and negatively impacted Nova students in poverty: Nova FRP students experienced a 32-point drop in math from 2019 to 2021, compared with a 14-point drop for other students; and a 22-point drop in reading compared with a 5-point drop for other students.



The following graphs show the achievement gap within the school between its FRP and non-FRP students, compared with the state and resident district gap for the same students. From 2019 to 2021, the gap more than doubled in math and increased by more than 50% in reading.



While Nova’s academic results are generally superior and Nova’s disadvantaged students perform better than state or resident-district comparisons, these graphs demonstrate a generally increasing achievement gap within the school and provide an improvement area for Nova: further reduction in the achievement gap.

Academic Performance – Academic Governance

Friends of Education has attended Nova’s board meetings at least ten times during the contract period. Friends’ attendance at Nova board meetings and review of Nova board meeting minutes indicates that the Nova board discusses academic performance and initiatives at the School.

Academic Performance – Contract Goals

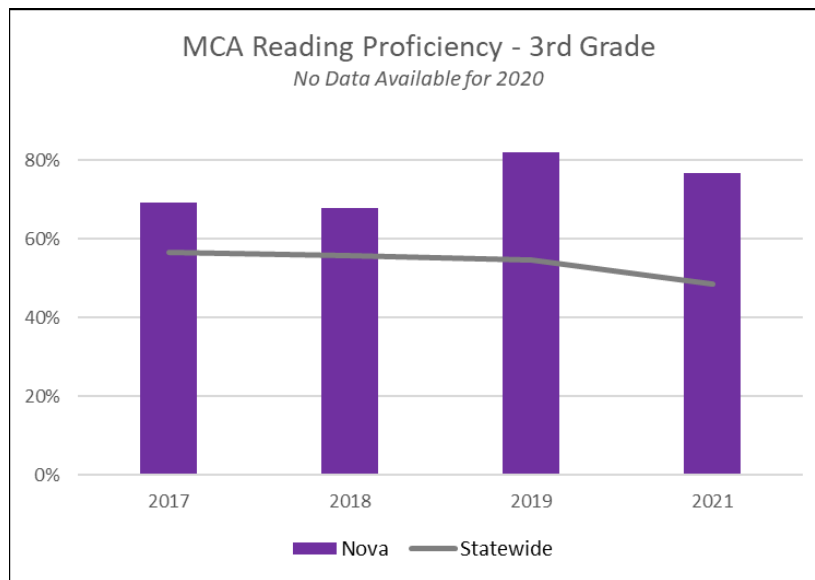
Section 6.3 of the contract between Friends and Nova requires that the School achieve the educational goals set forth in its charter contract. The goals set forth in its charter contract and the School’s actual performance follow. Note, however, that performance data for FY2020 do not exist due to the COVID-19 pandemic. Charter contract section 12.11 states that, if circumstances beyond the control of either party render impossible the obligations, performance is postponed for an equivalent period of time or shall be canceled, if performance has been rendered impossible. Performance cannot be extended a year, because Nova currently has the maximum charter contract term (i.e., the charter term cannot legally be extended). Consequently, performance obligations for FY2020 are cancelled. In addition, the Minnesota Department of Education ceased publication of some growth metrics; the School’s performance obligation is similarly cancelled for the unreported years and evaluated solely on the reported years.

Goal 1: State Assessment Tests (MCAs) (50% weight)

Sub Goal 1.1: Absolute Proficiency

World’s Best Workforce Charter Contract Target: All third-graders can read at grade level. At the conclusion of FY2021, the School’s third-grade proficiency rates for the most recent four years will average no less than 23 points higher than the state average in reading.

Result: Not Achieved. Nova’s third-grade average proficiency was 20 points higher than the state, missing its goal by 3 points.

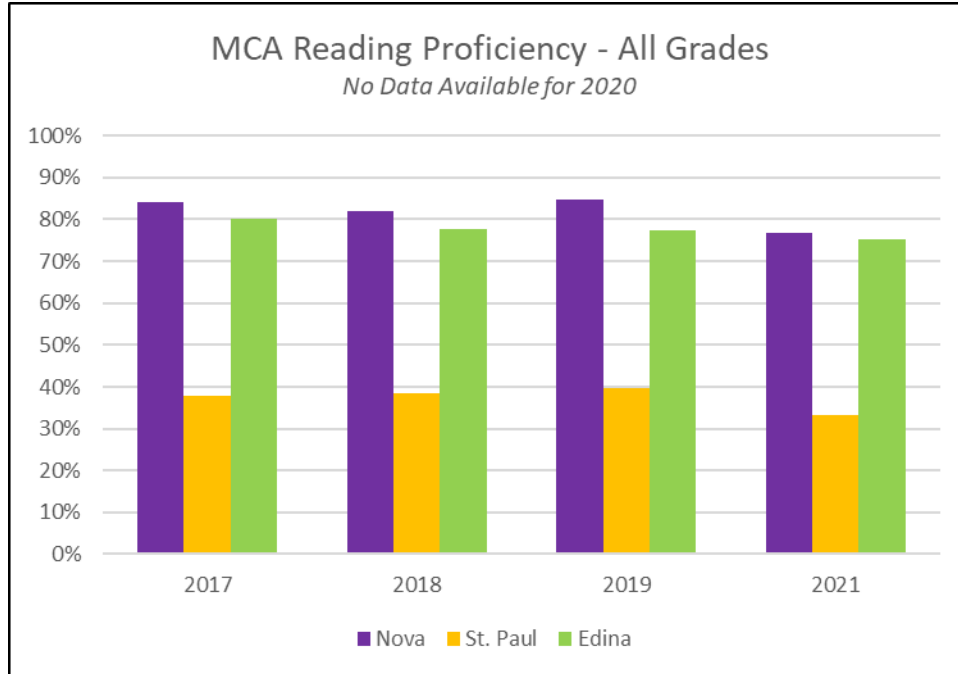


	2017	2018	2019	2020	2021	Average
Nova	69.23%	67.95%	82.05%		76.92%	74.04%
Statewide	56.55%	55.68%	54.61%		48.48%	53.83%
Nova vs. Statewide	12.68%	12.27%	27.44%		28.44%	20.21%

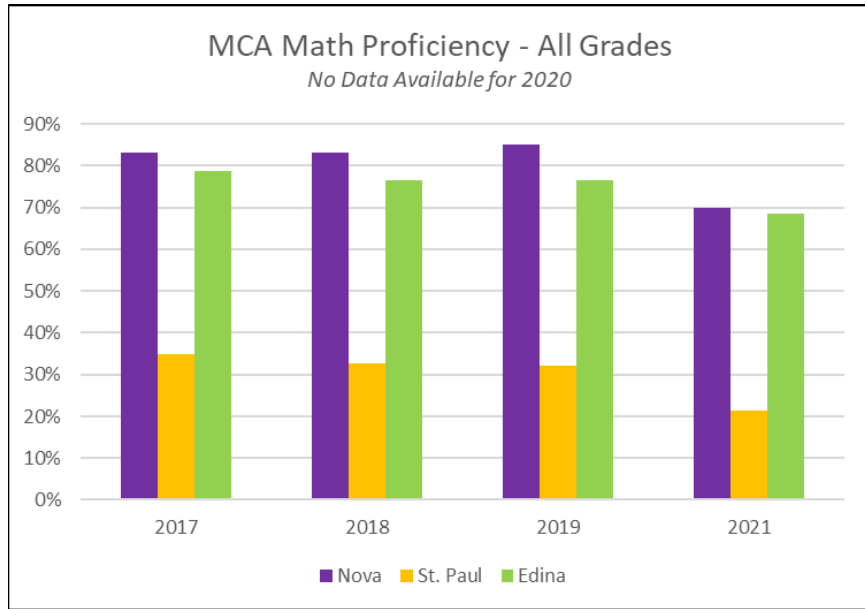
Sub Goal 1.2: Comparative Proficiency – District

Each year, the School will demonstrate higher school-wide proficiency rates than each of the St. Paul and Edina school districts for each reading, math, and science.

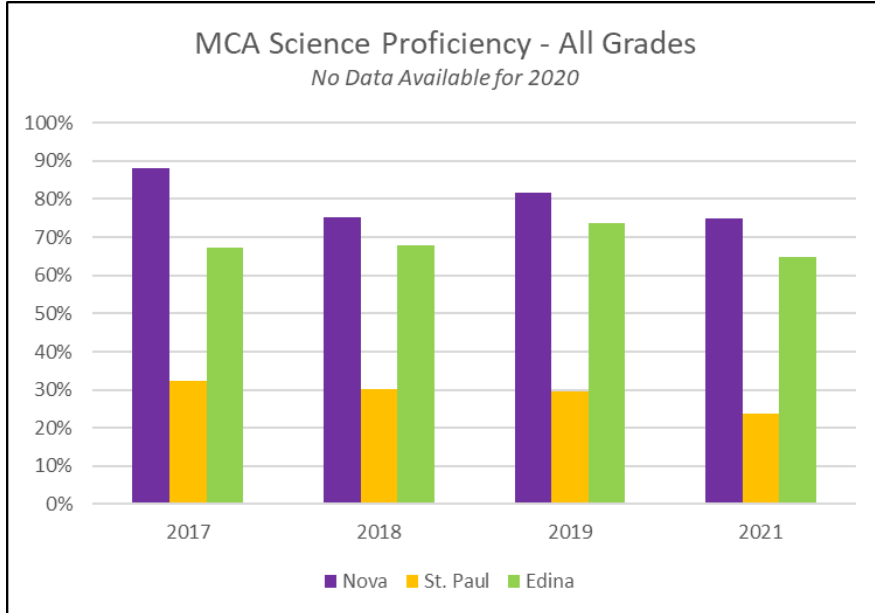
Result: Achieved. The School achieved 24 of 24 obligations, or 100%. Specifically, Nova exceeded both the St. Paul and Edina districts in each of reading, math, and science, for each of the four reportable years.



	2017	2018	2019	2020	2021
Nova	84.25%	81.89%	84.77%		76.81%
St. Paul	37.74%	38.35%	39.53%		33.26%
Edina	80.12%	77.70%	77.47%		75.23%



	2017	2018	2019	2020	2021
Nova	83.18%	83.11%	85.15%		69.83%
St. Paul	34.92%	32.80%	32.15%		21.36%
Edina	78.86%	76.46%	76.52%		68.54%



	2017	2018	2019	2020	2021
Nova	88.10%	75.20%	81.60%		75.00%
St. Paul	32.40%	30.30%	29.70%		23.70%
Edina	67.40%	67.90%	73.80%		64.90%

Sub Goal 1.3: Growth

As published by the Minnesota Department of Education each year the Upper and Lower School’s average growth z-scores will each exceed 0 in each reading and math.

As published by the Minnesota Department of Education, each year the School’s combined weighted average growth z-score will exceed 0 in each reading and math.

Result: The School achieved 17 of 18 obligations, or 94%. Specifically, Nova Lower School average z-scores exceeded 0 in math in all three reportable years and in reading in 2 of the 3 years; and Nova Upper School average z-scores exceeded 0 in both reading and math in all three reportable years. Nova’s all-school average z-scores exceed 0 in both reading and math in all three reportable years.

READING Z SCORES

Grade	Grouping (Group)	2017	2018	2019
4	All Students	0.10	-0.04	0.18
5	All Students	0.16	-0.31	0.38
Lower	Average	0.13	-0.18	0.28
6	All Students	0.83	0.61	0.21
7	All Students	0.33	-0.02	0.13
8	All Students	0.46	0.26	0.33
10	All Students	0.84	0.31	0.35
Upper	Average	0.62	0.29	0.26

READING Z SCORES

Grade	Grouping (Group)	2017	2018	2019
All	All Students	0.39	0.08	0.26

MATH Z SCORES

Grade	Grouping (Group)	2017	2018	2019
All	All Students	0.24	0.37	0.23

MATH Z SCORES

Grade	Grouping (Group)	2017	2018	2019
4	All Students	-0.21	0.26	0.30
5	All Students	0.78	0.73	0.39
Lower	Average	0.29	0.50	0.35
6	All Students	0.78	0.73	0.39
7	All Students	0.25	0.45	0.23
8	All Students	0.14	0.08	-0.07
11	All Students	0.62	0.81	0.33
Upper	Average	0.45	0.52	0.22

Sub Goal 1.4: Achievement Gap Reduction

World’s Best Workforce Charter Contract Target: All racial and economic achievement gaps between students are closed. At the conclusion of FY2021, the School’s proficiency rates for the most recent four years for each subgroup will average no less than:

Math

- English-Learners: 28 points higher than the state average for this subgroup

- Special Education: 24 points higher than the state average for this subgroup
- Hispanic: 32 points higher than the state average for this subgroup
- Asian: 28 points higher than the state average for this subgroup
- Black: 34 points higher than the state average for this subgroup
- Free/Reduced Priced Lunch: 29 points higher than the state average for this subgroup

Reading

- English-Learners: 16 points higher than the state average for this subgroup
- Special Education: 34 points higher than the state average for this subgroup
- Hispanic: 35 points higher than the state average for this subgroup
- Asian: 28 points higher than the state average for this subgroup
- Black: 31 points higher than the state average for this subgroup
- Free/Reduced Priced Lunch: 29 points higher than the state average for this subgroup

Result: The School achieved 3 of 12 obligations, or 25%. Specifically, the School met or exceeded its obligation for Math-Black, Math-Special Education, and Reading – Black.

MATH

Year	Total Count Asian			Total Count Hispanic			Total Count Black			Black % Prof
	Total Count Tested	Total Count Asian Prof	Asian % Prof	Total Count Tested	Total Count Hispanic Prof	Hispanic % Prof	Total Count Tested	Total Count Black Prof	Total Count Black Prof	
Nova	2017	41	33	80.48	21	12	55.00	33	23	69.69
Nova	2018	50	41	82.00	28	18	64.28	33	25	75.75
Nova	2019	49	39	79.59	36	26	72.22	28	20	68.96
Nova	2021	46	28	60.90	32	16	50.00	25	9	36.00
4-Year Average		186	141	75.81%	117	72	61.54%	119	77	64.71%
State	2017	29862	17027	56.40	40742	14539	35.40	46932	13667	28.64
State	2018	30542	17139	55.35	42823	14524	33.79	48533	13855	27.95
State	2019	30943	17030	54.24	43576	13824	31.42	49131	13390	26.45
State	2021	19684	8531	43.30	31814	6705	21.10	32824	5910	18.00
4-Year Average		111031	59727	53.79%	158955	49592	31.20%	177420	46822	26.39%
		<i>Difference</i>		22.01%	<i>Difference</i>		30.34%	<i>Difference</i>		38.32%
		Goal Not Met			Goal Not Met			Goal Met		

Year	Total Count EL			Total Count FRP			Total Count SpEd			Total % SpEd Prof
	Total Count EL Tested	Total Count EL Prof	Total % EL Prof	Total Count FRP Tested	Total Count FRP Prof	Total % FRP Prof	Total Count SpEd Tested	Total Count SpEd Prof	Total % SpEd Prof	
Nova	2017	19	7	36.84%	66	44	66.67%	28	19	67.86%
Nova	2018	28	10	35.71%	64	40	62.50%	27	16	59.26%
Nova	2019	16	3	18.75%	65	46	70.77%	46	25	54.35%
Nova	2021	11	0	0.00%	34	13	38.24%	34	13	38.24%
4-Year Average		74	20	27.03%	229	143	62.45%	135	73	54.07%
State	2017	34927	7244	20.74%	172730	66500	38.50%	62978	18832	29.90%
State	2018	36750	7237	19.69%	172653	63265	36.64%	64791	18522	28.59%
State	2019	36912	6518	17.66%	169095	57807	34.19%	65874	18225	27.67%
State	2021	25106	2320	9.24%	108940	24713	22.68%	52281	11776	22.52%
4-Year Average		133695	23319	17.44%	623418	212285	34.05%	245924	67355	27.39%
		<i>Difference</i>		9.59%	<i>Difference</i>		28.39%	<i>Difference</i>		26.69%
		Goal Not Met			Goal Not Met			Goal Met		

READING

Year	Total Count			Total Count			Total Count			
	Asian Tested	Total Count Asian Prof	Asian % Prof	Hispanic Tested	Total Count Hispanic Prof	Hispanic % Prof	Black Tested	Total Count Black Prof	Black % Prof	
Nova	2017	41	32	77.50	22	12	50.00	36	27	74.28
Nova	2018	53	39	73.58	31	20	64.51	35	22	51.73
Nova	2019	46	31	67.39	38	26	68.42	28	21	72.41
Nova	2021	46	34	73.90	31	19	61.30	22	8	36.40
		186	136	73.12%	122	77	63.11%	121	78	64.46%
State	2017	29835	15844	52.66	41188	15836	37.94	47081	16010	33.30
State	2018	30904	16879	54.55	43543	16749	38.46	49228	16886	33.87
State	2019	31228	16950	54.29	44231	16954	38.20	49588	17196	33.94
State	2021	20261	10121	50.00	32916	10347	31.40	34000	10447	30.70
		112228	59794	53.28%	161878	59886	36.99%	179897	60539	33.65%
			<i>Difference</i>	<u>19.84%</u>		<i>Difference</i>	<u>26.12%</u>		<i>Difference</i>	<u>30.81%</u>
				Goal Not Met			Goal Not Met			Goal Met

Year	Total Count			Total Count			Total %			
	EL Tested	Total Count EL Prof	Total % EL Prof	FRP Tested	Total Count FRP Prof	Total % FRP Prof	SpEd Tested	Total Count SpEd Prof	Total % SpEd Prof	
Nova	2017	21	3	14.29%	65	44	67.69%	26	16	61.54%
Nova	2018	29	8	27.59%	70	39	55.71%	25	14	56.00%
Nova	2019	16	5	31.25%	67	44	65.67%	45	26	57.78%
Nova	2021	11	2	18.18%	32	14	43.75%	31	14	45.16%
		77	18	23.38%	234	141	60.26%	127	70	55.12%
State	2017	34252	5020	14.66%	174904	71508	40.88%	64003	19467	30.42%
State	2018	37755	5396	14.29%	175595	71689	40.83%	65395	19595	29.96%
State	2019	37094	5027	13.55%	171942	68758	39.99%	66730	19558	29.31%
State	2021	25905	2365	9.13%	112594	36486	32.40%	53466	13771	25.76%
		135006	17808	13.19%	635035	248441	39.12%	249594	72391	29.00%
			<i>Difference</i>	<u>10.19%</u>		<i>Difference</i>	<u>21.13%</u>		<i>Difference</i>	<u>26.11%</u>
				Goal Not Met			Goal Not Met			Goal Not Met

Goal 1 State Assessments – Goal Summary: The School has four sub-goals, each worth one-fourth of this goal category, and the goal category is worth 50% of the total goal attainment rate. The School achieved 0% of the first sub-goal, 100% of the second, 94% of the third, and 25% of the fourth for 27.430% ((0*0.25 + 1.0* 0.25 + 0.94444*0.25 + 0.25*0.25)*0.50) towards the total goal attainment rate.

Goal 2: Nationally-Normed Assessment (20% weight)

Sub Goal 2.1: Elementary. The School will administer a nationally-normed assessment in at least grades 4 and 8.

For FY2020 and FY2021, for 4th grade students who remain in the School through 8th grade:

- If their 4th grade national percentile ranking was less than or equal to 25%, 50% of the students will increase their national percentile ranking by a minimum of 10 percentage points; and
- If their 4th grade national percentile ranking was between 26%-40%, 50% of the students will increase their national percentile ranking by a minimum of 5 percentage points; and
- If their 4th grade national percentile ranking was over 40% and less than 65%, 50% of the students will increase their national percentile ranking.

Result: FY2020 and FY2021 performance cancelled due to pandemic.

Sub Goal 2.2: Secondary

World’s Best Workforce Charter Contract Target: All students are ready for career and college.

- Each year, a minimum of 90% of 12th grade students will have taken the ACT, and a minimum of 50% of those students will exceed the state average composite by at least 5 percentage points.
- Each year, a minimum of 50% of 12th graders who have taken the ACT will meet all 5 College-Readiness Benchmarks. [MDE publishes ACT scores for only 4 readiness benchmarks; consequently, the performance obligation for exceeding a 5th benchmark is cancelled].

Result: Achieved; the School achieved 35 of 35 obligations, or 100%. Specifically: 91-97% of 12th grade students took the ACT each year; the School’s average composite exceeded the state average by a 6.1 to 7.5 points; and at least 63% of tested students exceeded all published readiness benchmarks.

ACT INFORMATION											
Nova											
% of Students	Year	Avg English	Avg Math	Avg Reading	Avg Science	Avg Composite	College Readiness Eng	College Readiness Math	College Readiness Reading	College Readiness Science	College Readiness All Four
91%	2017	28.3	25.6	28.5	26.1	27.3	96%	72%	87%	67%	63%
96%	2018	28.5	26.6	28.9	26.4	27.8	91%	85%	88%	75%	70%
97%	2019	27.7	25.9	27.4	25.5	26.8	93%	82%	85%	67%	65%
95%	2020	27.3	26.4	28.3	26.8	27.4	86%	73%	83%	68%	65%
94%	2021	27.7	25.2	28.1	26.5	27.0	89%	70%	83%	70%	64%

Statewide											
Year	Avg English	Avg Math	Avg Reading	Avg Science	Avg Composite	College Readiness Eng	College Readiness Math	College Readiness Reading	College Readiness Science	College Readiness All Four	
2017	19.0	20.5	20.7	20.6	20.3	55%	40%	42%	34%	23%	
2018	18.7	20.3	20.3	20.3	20.3	52%	39%	40%	34%	22%	
2019	19.0	20.5	20.7	20.8	20.4	55%	41%	42%	36%	23%	
2020	18.6	20.3	20.7	20.6	20.2	52%	39%	40%	35%	22%	
2021	19.2	20.9	21.4	21.4	20.9	56%	43%	47%	42%	27%	

Goal 2: Nationally-Normed Assessment – Goal Summary: The School had two sub-goals; performance of one goal was cancelled due to the pandemic, making the remaining goal worth 100% of this goal category. This goal category is worth 20% of the total goal attainment rate. The School achieved 100% of its goal, for 20.00% (1.0*1.0*0.20) towards the total goal attainment rate.

Goal 3: High School Graduation (15% Weight)

World’s Best Workforce Charter Contract Target: All students graduate from high school. Each year a minimum of 90% of 12th grade students will graduate on time.

Result: The School achieved 3 of 4 obligations, or 75%. Specifically, the School achieved a minimum 90% graduation rate in 2017, 2018, and 2020.

GRADUATION RATE

Year	Nova	Statewide
2017	93.0%	82.7%
2018	90.8%	83.2%
2019	87.0%	83.7%
2020	93.7%	83.8%

Goal 3 High School Graduation – Goal Summary: The School had one graduation goal, making it worth 100% of this goal category. This goal category is worth 15% of the total goal attainment rate. The School achieved 75% of its goal for 11.25% ($0.75 \times 1.0 \times 0.15$) towards the total goal attainment rate.

Goal 4: School Culture Goal (15% Weight)

Sub Goal 4.1: Kindergarten Readiness

World’s Best Workforce Charter Contract Target: All students ready for kindergarten. Each year, 100% of incoming kindergarten students will be screened with a kindergarten readiness assessment.

Result: Achieved. As demonstrated by school records, 100% of kindergarten students participated in readiness assessments.

	% K Students Participating in Readiness Assessment
2017	100
2018	100
2019	100
2020	100
2021	100

Sub Goal 4.2: Data Driven Instruction

The Upper and Lower Schools will each create and implement DDI summative assessments on a quarterly basis in all grades for both reading and math. The staff will review results with the director or their DDI leader within three to five days following the assessment and will re-teach necessary components the week following the assessment. The School will invite Friends to attend all quarterly meetings to review results.

Result: The School achieved 52 of 55 obligations, or 94%. Due to the pandemic, the performance obligations for Q4 of FY2020 and for FY2021 are cancelled.

	DDI Assessments Provided: All School Reading & Math	DDI results meeting w/in instructional 5 days	Data Meeting w/ /DDI Lead and Principal	Re-Teach	Friends Invited
2018 – Q1	√	√	√	√	Yes
Q2	√	√	√	√	Yes
Q3	√	√	√	√	Yes
Q4	√	√	√	√	Yes
2019 – Q1	√	√	√	√	Yes
Q2	√	√	√	√	Yes
Q3	√	√	√	√	Yes
Q4	√	√	√	√	Yes
2020 – Q1	√	√	√	√	No
Q2	√	√	√	√	No
Q3	√	√	√	√	No
Q4	Not provided due to pandemic	N/A	N/A	N/A	N/A
2021 – Q1	Modified due to pandemic (not all students on site until April)				No
Q2					
Q3					
Q4					

Sub Goal 4.3: Professional Development

At least 100% of all staff employed for at least one academic year shall receive professional development each year, as demonstrated by School records.

Result: Achieved. As demonstrated by School records, 100% of staff participated in at least one professional development in each year of the contract period.

2017-2018	2018-2019	2019-2020	2020-2021
EL Best Practices (2 hours)	ALiCE Training (1 hour)	AliCE Training (1 hour)	Mandated Reporting (.5 hours)
Pedagogy (14 hours)	Pedagogy (9 hours)	Reading Preparation (4 hours)	Google Classroom (5 hours)
Phonemes Training (2 hours)	Mandated Reporting (.5 hours)	Cultural Competency (8 hours)	Pedagogy (10 hours)
Racial Justice (2 hours)	PBIS (3 hours)	Suicide Prevention (1 hour)	Bloodborne Pathogens & Hazard Communication,

			MDE/MCA Security Training (1.5 hours)
Literacy Training (2 hours)	NAMI Recognizing Early Warning Signs of Mental Illness in Children and Adolescents (2.5 hours)	Pedagogy (8 hours)	Cultural Competency (5 hours)
OSHA (1 hour)	OSHA (1 hour)	OSHA (1 hour)	OSHA (1 hour)
PBIS (1 hour)	LS Seminar/US Curriculum (2 hours)	Mandated Reporting (.5 hours)	EL Instruction through Safe Schools (1 hour)
		Distance Learning (25 hours)	
TOTAL: 24 Hours	TOTAL: 19 Hours	TOTAL: 48.5 Hours	TOTAL: 24 Hours

Sub Goal 4.4: Academic Governance

The School will implement an Academic Governance Plan & Calendar to critically evaluate and strategically lead the School’s academic performance and improvement. The School shall include a summary of its findings in the School’s board minutes no less than twice annually.

Result: Achieved. School records demonstrate that the Academic Excellence committee is a standing committee of the Nova school board. Review of the school board minutes shows that the Academic Excellence committee of the board presented reports to the board at least twice annually.

Goal 4 School Culture Goal Summary: The School had four culture goals, each worth one-fourth of this goal category, and this goal category is worth 15% of the total goal attainment rate. The School fully achieved three goals and 94.545% of the remaining goal, for 14.795% $((1.0*0.25 + 1.0*0.25 + 1.0*0.25 + 0.94545*0.25)*0.15)$ towards the total goal attainment rate.

ACADEMIC PERFORMANCE - CONCLUSION: The School exhibits strong performance in improving pupil learning and student achievement in multiple measures:

- The School has a contract attainment rate of 73.476%.
- The School’s growth rates show higher medium to high growth than low to medium growth in reading and math for all years 2015 to 2019. In addition, the School has sustained exceptionally high growth in each of the noted years.
- The School’s proficiency rates in math, reading, and science exceed its resident district and state average, as well as another high-performing district.
- The School has a 3rd grade reading proficiency rate that exceeds the state and its resident district.

- The School’s economically-disadvantaged students achieve proficiency rates above its resident district and state averages; in addition, the School’s NorthStar reading and math achievement exceeds statewide achievement for reportable subgroups, demonstrating that the School is reducing the achievement gap.

For the next contract period, the goals in the new contract will reflect the performance framework set forth in Friends’ Commissioner Approved Authorizing Plan, specifically:

- The Commissioner’s Expectations for public schools, specifically, the World’s Best Workforce Gals applicable to Nova (all children are ready for school, all third-graders can read at grade level, all racial and economic achievement gaps between students are closed, and all students are ready for career and college, all students graduate from high school).
- Absolute Proficiency: When considering the School’s historical performance, the third-grade proficiency goal in the new contract is slightly decreased.
- Comparative Proficiency: When considering the School’s historical performance, student turnover, and the new contract changes to growth and achievement gap reduction goals, the Comparative Proficiency goals are substantially unchanged from current targets.
- Growth: Reflecting the state’s new growth reporting, the new goal eliminates z-scores, on-track, and achievement level progress, and evaluates progress points under the NorthStar system.
- Achievement Gap Reduction: When considering the School’s historical performance, and the state’s new reporting, the new goal evaluates progress points under the NorthStar system.
- School Readiness: The new goal establishes attainment of readiness skills.

Specific Operational Issues

CONTRACT FULFILLMENT: OPERATIONS AND LEGAL COMPLIANCE

Management and Administration of the School. The management and administration of the school is described in Exhibit D to the Charter Contract. Exhibit D states that the board shall be elected in accordance with its bylaws. The school’s board is organized consistent with state law. The school board delegates the day-to-day management of the school to an administrator who is hired and supervised by the school board. The school board shall decide matters relating to operations of the school including, but not limited to, budgeting, curriculum, and operating procedures. The school board delegates to the school administrator implementation of the operational decisions made by the school board. Based on Friends’ review, the board generally complies with its bylaws.

Financial Parameters within which the Charter Public School will Operate to Provide the Special Instructions and Services to Children with a Disability. Contract section 8.1A enumerates the special education provisions with which the school agreed to comply, and that section also identifies the financial parameters regarding special education funding. Based on feedback from Nova’s special education director, Friends believes the school complies with both federal and state special education requirements.

Leadership: School leadership and board management have been responsive to Friends’ person-to-person requests; Nova reporting compliance to Friends, however, has degraded. On-time reporting (through the upload portal) has been:

2017: 80.6%
2018: 72.3%
2019: 82.3%
2020: 40.0%
2021: 40.3%

Equity & Inclusion Policies. The school’s established campus has waiting lists which limit entry points. Friends encourages the School to review its Equity and Inclusion practices, including marketing, for possible enhancements.

Additional Legal Compliance

Based on Friends’ review and Nova’s assurances of compliance, and except as may be noted below or elsewhere in this evaluation, Friends believes that Nova complies with the following requirements/laws, as applicable:

1. Open Meeting Law, Minn. Stat. 13D
2. Educational Data, Minn. Stat. 13.32
3. Educational Records, Minn. Stat. 120A.22 Subd. 7
4. Equal Opportunities in Athletic Programs, Minn. Stat. 121A.04
5. The Pledge of Allegiance Requirement, Minn. Stat. 121A.11 Subd. 3
6. The Pupil Fair Dismissal Act, Minn. Stat. 121A.40 – 121A.56
7. Receipt of Records, Minn. Stat. 121A.75
8. Teacher Licensure, Minn. Stat. 122A.15 Subd. 1
9. The Minnesota Public School Fee Law, Minn. Stat. 123B.34 – 123B.39
10. Keeping open a school that a school board decides to close, Minn. Stat. 124E.06 Subd. 3(d)
11. Assumption of liability by the charter school, Minn. Stat. 124E.09
12. Financial audits, audit procedures and audit requirements, Minn. Stat. 124E.16 Subd. 1
13. Charter School Board, Minn. Stat. 124E.07 Subd. 1
14. Nonsectarian operations and affiliations, Minn. Stat. 124E.06 Subd. 3(b)
15. The charter school’s primary focus, Minn. Stat. 124E.01 Subd. 1, 124E.06 Subd. 3(a)
16. Tuition, Minn. Stat. 124E.06 Subd. 3(a)
17. Student Admission, Minn. Stat. 124E.11
18. Length of School Year, Minn. Stat. 124E.03 Subd. 6
19. Annual Report, Minn. Stat. 124E.16 Subd. 2
20. Information required by and submitted to the authorizer, under Minn. Stat. 124E.10 Subd.1(b)

21. Provisions for transportation of pupils enrolled at the school, Minn. Stat. 124E.15
22. Dissemination of information, Minn. Stat. 124E.17 Subd. 1
23. Types/amounts of insurance coverages to be obtained by the charter school, Minn. Stat. 124E.09, 124E.10 Subd. 1(a)
24. Charter School Revenue, Minn. Stat. 124E.24 and 124E.25
25. Education of pupils with a disability, Minn. Stat. 125A.02, 125A.03 – 125A.24, 125A.65
26. Student Legal Records, Minn. Stat. 250B.171 Subds. 3, 5
27. Minnesota Cooperative Law, Minn. Stat. 308A
28. PERA, Teacher Retirement, and TRA, Minn. Stat. 353, 354, 354a
29. Nonprofit Corporations, Minn. Stat. 317A
30. State and Local Health and Safety Requirements
31. Website Disclosure Requirements, Minn. Stat. 124E.06 Subd. 3(g), 124E.08, 124E.11, and 124E.16 Subd. 2

Staff Licensing. Minn. Stat. 124E.12 Subd. 1 states that charter schools must employ teachers with valid licenses to perform the duty for which they were hired at the school. According to MDE data, 98% of Nova classes are taught by licensed educators.

Facility. The lease and site of the school have been reviewed by the MDE. Fire and other safety requirements are in place.

Other

OPERATIONS AND LEGAL COMPLIANCE - CONCLUSION: Friends believes Nova complies with legal and Minnesota Department of Education reporting requirements. School leadership is responsive to person-to-person requests from Friends; however, Nova's general on-time reporting compliance has degraded from 80% in 2017 to 40% in 2021.