

Per the feedback in MDE’s Renewal Contract Compliance Review Rubric for New Heights School (dated 10-9-20), this contract has been amended as noted in the sections in red. Changes have been made in red text in the following sections:

- Section 5.1, Legal Status of the School
- Section 6.9, Operating Requirements, specifically the Accountability Goals
- Section 6.19, Transportation
- Section 8.1 (d), Compliance with State and Federal Laws
- Section 11.1, Additional Provisions

Please see the accompanying New Heights Contract Revision Summary document for a summary of these changes and which pieces of MDE feedback they address. As outlined in the Revision Summary, the Renewal Evaluation Report (exhibit A) has also been updated. No other changes have been made to this contract.

CHARTER SCHOOL CONTRACT

The Minnesota Guild of Public Charter Schools and New Heights School

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

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

Additional statutory purposes the School will address are:

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

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

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

ARTICLE I DEFINITIONS

Section 1.1. Certain Definitions

For purposes of the Contract, and in addition to the terms defined throughout this Contract, each of the

following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

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

Section 1.2. Captions

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

Section 1.3. Gender and number

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

Section 1.4 Exhibits

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

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

ARTICLE II

RELATIONSHIP BETWEEN THE SCHOOL AND THE GUILD

Section 2.1. Voluntary Authorization

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

Section 2.2. Independent Status of the School

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

Section 2.3. Financial Obligations Are Separate

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

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

Section 2.4. No Authority to Obligate or Bind Other Party

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

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

The School may not use the name of the Guild or any assumed name, trademark, division or affiliation of The Guild in any of the School’s promotional advertising, contracts, or other materials without The Guild’s prior written consent, except that the School may include the following statement in such materials, “New Heights School is authorized by the Minnesota Guild of Public Charter Schools.” Pursuant to Minnesota Statutes §124E.07, Subd. 8, the School shall identify The Guild as its authorizer and provide contact information.

ARTICLE III ROLE OF THE GUILD

Section 3.1. Oversight Responsibilities of The Guild

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

Section 3.2. Authorizer Fee

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

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

Section 4.1. Limitation on Actions

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

Section 4.2. Other Permitted Activities

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

Section 4.3. Assumption of Liability

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

ARTICLE V LEGAL STATUS OF THE SCHOOL

Section 5.1. Nonprofit Status

The School shall be organized and operated as a nonprofit corporation ~~under Minnesota Statutes §308A, as amended, or as a nonprofit corporation under chapter 317A per Minnesota Statutes, section 124E.06, subdivision 2.~~ Notwithstanding any provision of Minnesota Statutes § 317A, as amended, the School shall not take any action inconsistent with the Charter School Act or in derogation of the School's status as a public school.

Section 5.2. Articles of Incorporation

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

Section 5.3. Bylaws

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

If the School intends to compensate board members' out-of-pocket expenses incurred by them in rendering services to the School, the School agrees to submit its plan to the Guild by September 1, 2020, specifically describing the School's policy for compensating or reimbursing board member expenses.

ARTICLE VI OPERATING REQUIREMENTS

Section 6.1. Governance, Management, and Administrative Structure

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

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

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

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

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

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

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

School-specific information on Governance, Management and Administration:

New Heights has a typical governance structure in accordance with Minnesota Statute § 124E.07 Subd.3. The School has a board of directors with five (5) members: president, secretary, treasurer, and two (2) additional directors. The board meets at least once per month to conduct school business, including establishing and monitoring school policies, school programs, evaluating the school's director, and creating and monitoring a vision for the current year and planning for the school's future. Currently, the school employs a licensed superintendent/principal. Since those licenses are not required, the future director may be a person with other skills and background, or there may be a teacher-led model. This is yet to be determined.

The school has several committees that allow for the teachers to take leadership roles, such as the school's leadership team, Q-Comp, elementary department, math department, special education department,

Academic Review Committee, and other ad-hoc committees that form for various reasons.

Annually, the school has several timelines and measures of accountability they answer to: MDE, Federal government, financial audit, and the authorizer.

Section 6.2. School Board Meetings

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

Section 6.3. Application Information

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

Section 6.4. Reports

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

Section 6.5. Compliance with all Applicable Laws

The School shall comply with all Applicable Laws.

Section 6.6. Age and Grade Range of Students

The School is authorized to enroll students in grades K-12, and currently serves students in that grade-range.

Section 6.7. Statutory Purposes

New Heights' primary purpose is to:

- "Improve all pupil learning and all student achievement", per MN Statute 124E.01.

New Heights' additional purposes are to:

- "Increase learning opportunities for all pupils".
- "Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site".

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

Section 6.8. Learning Program

New Heights serves students in grades K-12. The elementary operates as a school-within a school, meaning because of the young ages and different needs of the students, the elementary serves students in a fairly traditional manner using state standards as the guide for curriculum development. In recent years, the elementary team along with administration and the special education department determined that ability-based instruction in core areas such as math, reading, and writing would be the most comprehensive approach to reach all students equitably. This is done by screening all students each fall for base-line ability levels followed by the construction of appropriately paired, fluid groups in reading and writing. The team

makes strong use of frequent progress monitoring to track progress and move students as needed to the most appropriate group given each student's needs. The elementary team also uses a hybrid of responsive classroom and PBIS, as neither of the two programs uniquely meets the needs of a diverse collection of learners.

The 6th -12th grade serves students in a similar manner to "traditional" schools in the sense that students take 6 courses per day and work toward meeting state standards where applicable. The students take traditional courses such as Math, Language Arts, Science, Social Studies, Physical Education, Health, Art, and depending on the year, they may have interesting electives such as Psychology, Criminology, Family and Consumer Sciences, Driver's Education, and others in either normal classrooms or On-Line. All teachers are appropriately licensed and are responsible for writing these courses to differentiate for all students' needs, while simultaneously matching the course content to state standards, where applicable. Students begin earning credit toward graduation in 9th grade and are required to obtain all state required credits in Social studies, science, language arts, phy-ed, health, art, and elective courses; 22 in all. Graduation credit requirements are reviewed frequently, so the total number and type of credit required to graduate may be amended as state requirements change.

All students in K-12 are required to attend school according to school policy and state law, and all students will be scheduled to ensure that they receive the required number of instructional hours each year. Eligible students may receive free transportation services, free or reduced-price meals, special education services, and social work where applicable.

Section 6.9. Performance Requirements

New Heights School uses FAST and NWEA testing to assess students. NHS conducts assessments in math and reading three times a year. Testing information is used to place students in heterogeneous groups and to help students meet their goals. Students who are not performing at grade level will meet with the teacher weekly and will receive additional FAST progress monitoring and interventions between benchmark testing dates. Both standardized tests are used to design individual learning plans for students who are below and above grade level. Teachers collaborate biweekly to discuss individual student data, progress and strategize ways to help students meet their goals.

The Minnesota Comprehensive Assessments (MCA) tests are given to students in grades 3-8, 10th grade in reading and 11th grade in math, each spring. Once results are available, teachers meet with their cooperative teams and administration to review data and plan for the following year.

The Guild will monitor student academic performance and the academic culture, which provides the basis for high academic performance. The Guild will monitor academic achievement by reviewing student testing and achievement data. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.

The School agrees 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 The Guild a copy of its continuous improvement plan, which must be included in its annual report, no later than December 15 of each school year.

Accountability Goal 1- 3rd Grade Reading:

The percentage of students in grades 1-3 meeting "projected-growth" in reading, as measured by the NWEA/MAP (spring to spring) assessment, will increase from a baseline of 43% by 1.5% in year 1; 2.5% in year

2; and 3.5% in year 3.

Baseline	FY21	FY22	FY23
43%	44.5%	47%	50.5%

Accountability Goal 2- MCA Reading:

This goal has two parts:

A. Students in grades 3-8 who are continuously enrolled (October 1st) for two consecutive years, will demonstrate a reduction on the MCA Reading of “Does not meet” and “Partially meets,” from a baseline of 72%. Year one reduction of -1.5%; Year two reduction of -2.5%; Year three reduction of -3.5%. This goal is aligned to the World’s Best Workforce (WBWF) goal, “All third-graders can read at grade level”.

Baseline	FY21	FY22	FY23
72%	70.5%	68%	64.5%

B. In FY 19 the MCA reading gap between the “all” student group and “FRL” (Free and Reduced Lunch) student group was 4.4%. From a baseline of 4.4%, the reading gap between the two student groups will decrease 0.5% each year as shown below (a total reduction of 1.5% over the three years). This goal is aligned to the World’s Best Workforce (WBWF) goal, “All racial and economic achievement gaps between students are closed”.

Baseline	FY21	FY22	FY23
4.4%	3.9%	3.4%	2.9%

Accountability Goal 3- MCA Math:

Students in grades 3-8 and who are continuously enrolled (October 1st) for two consecutive years, will demonstrate a reduction on the MCA Math of “Does not meet” and “Partially meets,” from a baseline of 79%. Year one reduction of -1.5%; Year two reduction of -2.5%; year three reduction of -3.5%.

Baseline	FY21	FY22	FY23
79%	77.5%	75%	71.5%

The school does not have an achievement gap for math between the “all” and “FRL” students; the FRL students’ performance is higher than the all students’ performance.

Accountability Goal 4- Graduation Rates:

Annually, students who have been continuously (as of October 1st of the student’s first year) and enrolled for 3 out of 4 years will graduate at a minimum average rate of 80%.

Baseline	FY21	FY22	FY23
80%	80%	80%	80%

Accountability Goal 5- Attendance Rate:

According to EOY MARSS Data, the school will **maintain** an aggregated average daily attendance rate of 90% or higher for continuously enrolled (Oct. 1-end of year) students in each of the contract years 1-3.

FY21	FY22	FY23
90%+	90%+	90%+

Accountability Goal 6- Parent/Student Satisfaction/Safety Survey:

Annually, a minimum of 80% of parents/guardians surveyed will indicate a level of ‘satisfied’ or ‘very satisfied’ with the learning opportunities and the school program, as indicated on end-of-year parent surveys. Students will report feeling “safe” in the school environment through various forms of documented surveys.

FY21	FY22	FY23
80%	80%	80%

Students in grades 4-12 will take paper surveys administered in class by the school’s counselor. Students in grades K-3 will have teacher led discussions with discernable answers as reported by the teachers. *End of year implies that the survey will be administered during the 4th quarter. And 80% of students are able to express that they believe the school is a safe place.

Accountability Goal 7-

ALL students enrolled at New Heights in grades 9-12 will begin to develop a post-high school (college and career readiness) plan with the support and guidance of the school counselor during the first semester of 9th grade, or as soon as possible when enrolling after semester 1, 9th grade. Each student will be able to demonstrate/articulate his or her plan to the guidance counselor prior to graduation to ensure that all necessary elements are present. All 9-12 students will have an annual year-end meeting with the school counselor to verify benchmarks have been met for each student’s respective age/stage of the process, including a review of goals set and reached, as well as establishing the next steps for the subsequent year. This goal is aligned to the World’s Best Workforce (WBWF) goal “all students are ready for career and college.”

Percentage of students who have an annually-reviewed post-high school plan in place with the school counselor:

FY21	FY22	FY23
100%	100%	100%

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

Remediation.

- i. **School Initiated.** If the School fails to achieve academic goals, financial targets, or comply with Applicable Laws or other requirements, the School may at any time prepare and implement an improvement plan to overcome such deficiencies. The School may at any time submit the plan to the Guild for review and comment prior to adoption and implementation.
- ii. **The Guild Initiated.** If the School fails to achieve academic goals, financial performance, comply with Applicable Law, or other requirements, The Guild shall provide the following notices, as applicable.
 - a. **Notice to School Leader(s) or Board Chair.** The Guild shall notify the school leader(s) or board chair of area(s) of concern for correction. The Guild may specify a target date for correction.
 - b. **Formal Notice to School Board.** If the situation remains uncorrected for thirty (30) days without reasonable explanation, or if the situation involves an urgent concern, The Guild will formally notify the school board of the area(s) of concern for correction and may ask the school board to adopt a specific performance improvement plan. If the Guild requires the School Board to retain a third-party investigation, solely at the school's expense, the third-party investigator must be acceptable to the Guild and the School Board shall authorize such investigator to provide status reports and communicate with The Guild. The Guild shall specify a target date for correction which may, if circumstances warrant, be amended.
 - c. **Revocation/Termination.** After Formal Notice to the School Board, if the situation remains uncorrected for thirty (30) days without reasonable explanation, The Guild initiates notice pursuant to the requirements set forth in Section 10.3 whereby charter authorization will be withdrawn.

Section 6.10. School Calendar and School Day Schedule

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

Section 6.11. Finance, Reporting and Compliance

1. **To the Guild.** The School will furnish The Guild with monthly financial reports, no later than the 20th of the month for the prior month, unless a different frequency is agreed to in writing by The Guild. The reports must contain budget and actual revenue and expenses (both by current month and year-to-date) and contain explanations for all items exceeding budget and the manner in which the excess items will be resolved, as well as cash-flow statements and fiscal year-end fund balance projections. The financial reports will also include the total dollar amount of unpaid accounts payable more than thirty days past due with an explanatory note for the total amount of any such past due amounts disputed by the School. Should the School continually exceed its budgeted expenses with no corresponding increase in revenue, not report properly or timely to the Minnesota Department of Education or The Guild, evidence any fiscal or legal non-compliance, the School will engage resources to resume budgeted performance and operate in compliance with all Applicable Law and generally accepted standards of fiscal management.

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

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

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

Section 6.12. Accounting Standards

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

Section 6.13. Annual Financial Statement Audit

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

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

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

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

Section 6.14. UFARS and MARSS

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

Section 6.15. Contributions and Fund Raising

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

Section 6.16. Annual Reports

Beginning after its first year of operation, the School will submit its state required annual report and full World's Best Workforce report to The Guild no later than December 15 for immediately preceding school year ending June 30. The reports may be issued separately, or combined in one report.

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

Section 6.17. Authorization of Employment

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

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

Section 6.18. Collective Bargaining

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

Section 6.19. Transportation

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

The School must notify the resident district regarding its transportation plans by statutory deadlines and in compliance with Minnesota Department of Education reporting requirements. Additionally, the School shall provide transportation in compliance with all requirements set forth in Minnesota Statutes ~~§123E.15~~ **124E.15** and any other Applicable Law.

Section 6.20. Notification of Claim

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

Section 6.21. Expenses

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

Section 6.22. Board Data

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

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

Section 6.23. Pre-Opening Progress

N/A – this is a renewal contract.

Section 6.24. Additional Obligations

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

Section 6.25. Cooperation and Third Parties.

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

ARTICLE VII GENERAL PROHIBITIONS

Section 7.1. Tuition Prohibited

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

Section 7.2. Establishment of Religion Prohibited

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

Section 7.3. Home School Support Prohibited

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

Section 7.4. Admissions and Enrollment Policy

The School shall not limit admissions to students on the basis of intellectual ability, measures of achievement

or aptitude, athletic ability or any other criteria inconsistent with Applicable Law.

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

The School does not limit admission to students on the basis of intellectual ability, measures of achievement, aptitude or athletic ability in accordance with Minnesota Statutes § 124E.11 nor may it condition admission on criteria or take any action that would violate the Minnesota Human Rights Act, Minnesota Statutes § 363A.

Section 7.5. Lottery Admissions

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

Section 7.6. Location

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

ARTICLE VIII

COMPLIANCE WITH STATE AND FEDERAL LAWS

Section 8.1. Laws

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

- a. **Students with Disabilities.** The School shall comply with Minnesota Statutes § 124E.21, concerning the provision of education services to students with a disability. The School will provide special education instruction and related services to students with disabilities based on the individual needs of the student, as defined by the student's evaluation and by the instruction and related services specified in the student's Individual Education Plan ("IEP").

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

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

The School will determine who will provide transportation for students who have 504 plans or IEPs in which transportation is determined necessary by the 504 plan or IEP team.

The School will provide necessary supplies, equipment and instructional materials appropriate to

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

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

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

Section 8.2. Federal Laws

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

Section 8.3. Intellectual Property

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

ARTICLE IX AMENDMENT

Section 9.1. Amendments

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

Section 9.2. Change in Existing Law

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

ARTICLE X

CONTRACT REVOCATION/TERMINATION AND NONRENEWAL

Section 10.1. Grounds for Revocation/Termination or Nonrenewal

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

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

Section 10.2. Other Grounds for Revocation/Termination or Nonrenewal

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

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

- g. Other good cause shown.

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

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

- a. Notice of Intent to Revoke/Terminate or Not Renew. After unsuccessful remediation efforts as set forth in Section 6.9, b.ii. a-c, The Guild, upon reasonable belief that grounds for revocation/termination or nonrenewal of the Contract exist, shall notify the School Board of such grounds by issuing the School Board a notice of intent to revoke/terminate or not renew. The notice of intent to revoke/terminate or not renew shall be in writing, shall set forth in reasonable detail the alleged grounds for revocation/termination or nonrenewal, and shall state that the School Board may request in writing an informal hearing before The Guild within fifteen (15) business days of receiving the notice.
- b. School Board's Response. Within fifteen (15) business days of receipt of the notice of intent to revoke/terminate or not renew, the School Board shall respond in writing to the alleged grounds for revocation/termination or nonrenewal. The School Board's response shall either admit or deny the allegations of non-compliance. If the School's response includes admissions of non-compliance with the Contract or Applicable Law, the School Board's response must also contain a description of the School Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the School's response includes a denial of non-compliance with the Contract or Applicable Law, the School's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the School Board may request that an informal hearing be scheduled with The Guild. The School Board's failure to provide to The Guild a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to The Guild's proposed action.
- c. Informal Hearing. Upon receiving a timely written request for an informal hearing, The Guild shall give ten (10) business days' notice to the School Board of the hearing date and time, and The Guild shall conduct such hearing.
- d. Plan of Correction. The Guild shall review the School Board's response and may, in its sole discretion, determine whether a reasonable plan for correcting the deficiencies may be formulated. If the Guild determines that a reasonable plan for correcting the deficiencies set forth in the notice of intent to revoke/terminate or not renew can be formulated, The Guild may develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, The Guild is permitted to adopt, modify or reject some or all of the School Board's response for correcting the deficiencies outlined in the notice of intent to revoke/terminate or not renew.
- e. Withdrawal of Notice of Revocation/Termination or Nonrenewal. The Guild may withdraw its notice of intent to revoke/terminate or not renew if The Guild determines any of the following: (i) the School Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the notice of intent to revoke/terminate or not renew has been corrected by the School Board; or (iii) the School Board has successfully completed the Plan of Correction.
- f. Effective Date of Revocation/Termination or Nonrenewal. If the Guild decides to revoke/terminate or not renew the Contract, the revocation/termination or nonrenewal shall be effective on the date of The Guild's act of revocation/termination or nonrenewal, or at a later date as determined by The Guild, such date specified by The Guild in its determination of revocation/termination or nonrenewal. The Guild must take final action regarding revocation/termination or nonrenewal no later than twenty (20) business days: (i) before the specified date for revocation/termination or non-renewal of the Contract, or (ii) the Contract's termination date.
- g. Mutual nonrenewal. The Guild and the School board of directors may mutually agree not to renew

the contract pursuant to Minnesota Statutes § 124E.10, Sub. 5. In this instance, The Guild and the School board must jointly submit a written and signed letter of their intent to the commissioner to mutually not renew the contract. The Guild will inform the proposed authorizer about the fiscal, operational, and student performance status of the School, as well as any outstanding contractual obligations that exist. The charter contract between the proposed authorizer and the School will identify and provide a plan to address any outstanding obligations from the contract with the Guild.

Section 10.4. Dissolution

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

Section 10.5. Distribution of Property Upon Termination of Contract

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

Section 10.6. Property Owned by School

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

Section 10.7. Property Owned by School Employees

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

ARTICLE XI ADDITIONAL PROVISIONS

Section 11.1. Contract Renewal

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

1. School performance, with improvement of *all* pupil learning and *all* student achievement as the most important factor.
2. Significant progress toward meeting achievement goals listed in Section 6.9. Performance Requirements of this contract.
3. Continuation of adequate school/board operations and governance performance will be a factor in the renewal of the New Heights future contract.

4. Fiscal conditions in the Performance Improvement Plan will need to be rated as adequate as a new contract is awarded.
5. Other conditions include:
 - ~~a. Increasing learning opportunities for all pupils by individualizing learning. Students will be trained to self-direct through interactive digital content that builds a foundation of skill mastery around standards.~~
 - ~~b. Encouraging the use of different and innovative teaching methods. Teachers will co-design and co-teach with colleagues, and will consistently seek best practice through experimentation and research.~~
 - ~~c. Measuring learning outcomes and create different and innovative forms of measuring outcomes by providing students the opportunity to earn an Associate's degree or substantial college credit while in high school.~~
 - ~~d. Establishing new forms of accountability for schools, including the degree to which the School can provide measurable outcomes of an early college school.~~
 - ~~e. Creating new professional opportunities for teachers, including the opportunity to be collectively responsible for the learning program. Teachers will be the designers of the learning program.~~
 - a. Increasing learning opportunities for all pupils. New Heights can easily differentiate and provide individual attention to each student due to the school's small size.
 - b. Creating new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site. New Heights teachers share in many of the leadership responsibilities, e.g. teachers as coaches, lead committees, lead discussions on student data and are encouraged to be part of the school board.

Section 11.2. Insurance

The School will be considered a school district for the purposes of tort liability under Minnesota Statutes § 466. The School Board shall secure and maintain in its own name as the "first named insured" at all times according to Minnesota Statutes § 466.04 and the School will acquire and maintain the insurance coverage required by the State. The School will acquire and maintain not less than one million dollars of insurance coverage for the Authorizer, listing Authorizer as an additional covered party. The School agrees to provide the Authorizer with certificates of insurance at least annually or as otherwise requested by the Authorizer. Authorizer will be automatically notified by the School's insurers of coverage changes or cancellation notice. A copy of the certificate of insurance will be provided by the School to The Guild on an annual basis (on July 1).

The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota. The School may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to The Guild, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide The Guild or its designee copies of all insurance policies required by this Contract, if requested by The Guild.

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

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

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

Section 11.3. School Lease

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

Section 11.4. Occupancy and Safety Certificates

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

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

Section 11.5. Legal Liabilities

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

Section 11.6. Indemnification of The Guild

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

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

The School will assume full liability for its activities and indemnifies and holds harmless the Commissioner, the Department and The Guild, members of their boards, their officers, and their agents and their employees from any suits, claims, or liability arising under this Agreement. The School and The Guild acknowledge and agree that the Commissioner, The Guild, members of their Boards, their agents of The Guild and their employees or contractors, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to Minnesota Statutes § 124E.09 and nothing in this Agreement is intended to affect such immunity. Any civil claims which might arise between the School and The Guild under this Agreement

will be submitted to binding arbitration through the American Arbitration Association and not pursued through a court of law.

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

ARTICLE XII GENERAL TERMS

Section 12.1. Term of Contract

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

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

Section 12.2. Notices

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

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

If to the School:
New Heights School
Attn: Board President
614 Mulberry St. W
Stillwater, Minnesota 55082

Section 12.3. Severability

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

Section 12.4. Successors

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

Section 12.5. Entire Contract

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

Section 12.6. Assignment

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

Section 12.7. Non-Waiver

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

Section 12.8. Governing Law

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

Section 12.9. Counterparts

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

Section 12.10. Construction

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

Section 12.11. Force Majeure

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

Section 12.12. No Third-Party Rights

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

Section 12.13. Non-agency

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

Section 12.14. Termination of Responsibilities

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

Section 12.15. Survival of Provisions

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

Section 12.16. Termination

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

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

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

CHARTER CONTRACT AUTHORIZATION AND CERTIFICATION

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

Lynn Nordgren, Board Chair

Signature: *Lynn Nordgren*
Lynn Nordgren (Nov 2, 2020 11:29 CST)

Date 11/2/20

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

Samantha Taylor, Board President

Signature: *Sam Taylor*
Sam Taylor (Oct 29, 2020 15:57 CDT)

Date: 10/29/20









20.10-28 Amended New Heights Contract

Final Audit Report

2020-11-02

Created:	2020-10-28
By:	Minnesota Guild (buddy.ferrari@guildschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2wZosY5pQOVhufBGAXWxXIFX9j0hZ9-K

"20.10-28 Amended New Heights Contract" History

-  Document created by Minnesota Guild (buddy.ferrari@guildschools.org)
2020-10-28 - 7:35:57 PM GMT- IP address: 73.37.227.51
-  Document emailed to Sam Taylor (staylor@newheightsschool.org) for signature
2020-10-28 - 7:37:26 PM GMT
-  Email viewed by Sam Taylor (staylor@newheightsschool.org)
2020-10-29 - 8:55:57 PM GMT- IP address: 66.41.68.47
-  Document e-signed by Sam Taylor (staylor@newheightsschool.org)
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-  Document emailed to Lynn Nordgren (board@guildschools.org) for signature
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-  Document e-signed by Lynn Nordgren (board@guildschools.org)
Signature Date: 2020-11-02 - 5:29:19 PM GMT - Time Source: server- IP address: 73.37.227.51
-  Agreement completed.
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