

## CHARTER CONTRACT

between  
Novation Education Opportunities  
3432 Denmark Avenue Suite #130 Eagan, MN 55123  
Agamim Classical Academy  
5300 France Ave S, Edina, MN 55410

This Agreement is between the Novation Education Opportunities and Agamim Classical Academy.

### SECTION 1. TERMS OF AGREEMENT.

- 1.1 Effective date: July 1, 2025
- 1.2 Expiration date: June 30, 2026
- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Agreement: 1. Liability; 2. State and Federal Audits; 3. Government Data Practices and Intellectual Property; 4. Publicity and Endorsement; 5. Governing Law, Jurisdiction, and Venue; 6. Data Disclosure; and 7. Dissolution.
- 1.4 The Addendum to this Agreement is incorporated into and made part of this Agreement. This Agreement has the following Addendum items:
  - 1.4.1 A declaration that the charter school will carry out the primary purpose in Minn. Stat. § 124E.01, subdivision 1 and indicate how the school will report its implementation of the primary purpose to its authorizer, per Minn. Stat. § 124E.10, subdivision 1(a)(1).
    - a. The primary purpose of mission driven charter schools is to improve the learning, achievement, and success of all students.
    - b. How the school will report its implementation of the primary purpose must be explicitly stated in the charter contract.
  - 1.4.2 A declaration of the additional purpose or purposes in Minn. Stat. § 124E.01, subdivision 1 that the school intends to carry out and indicate how the school will report its implementation of those purposes to its authorizer per Minn. Stat. § 124E.10, subdivision 1(a)(2).
  - 1.4.3 A description of the school program and the specific academic and nonacademic outcomes that pupils must achieve, per Minn. Stat. § 124E.10, subdivision 1(a)(3).
  - 1.4.4 A statement of the school's admission policies and procedures per Minn. Stat. § 124E.10, subdivision 1(a)(4).
  - 1.4.5 A school governance, management, and administration plan per Minn. Stat. § 124E.10, subdivision 1(a)(5).
  - 1.4.6 Signed agreements from charter school board members to comply with the federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools, per Minn. Stat. § 124E.10, subdivision 1(a)(6).
  - 1.4.7 The criteria, processes, and procedures the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance, consistent with subdivision 3, paragraphs (a) and (b), per Minn. Stat. § 124E.10, subdivision 1(a)(7).
  - 1.4.8 For contract renewal, the formal written performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 3, per Minn. Stat. § 124E.10, subdivision 1(a)(8). This element does not apply to new school or change in authorizer contracts.

- 1.4.9 Types and amounts of insurance liability coverage the charter school must obtain, consistent with Minn. Stat.124E.03, subdivision 2(d), per Minn. Stat.124E.10, subdivision 1(a)(9). Minn. Stat.§124E.03, subdivision 2(d) notes that a charter school is a district for the purposes of tort liability under chapter 466. Chapter 466.04 details the specific required insurance amounts.
- 1.4.10 Consistent with Minn. Stat.§124E.09, paragraph (d), a provision to indemnify and hold harmless from any suit, claim, or liability arising from any charter school operation: 1) the authorizer and its officers, agents, and employees; and 2) notwithstanding 3.736, the commissioner and department officers, agents, and employees; per Minn. Stat.§124E.10, subdivision 1(a)(10).
- 1.4.11 The term of the contract, which for an initial contract may be up to five years plus a preoperational planning period, or for a renewed contract or a contract with a new authorizer after a transfer of authorizers, may be up to five years, if warranted by the school's academic, financial, and operational performance per Minn. Stat.§124E.10, subdivision 1(a)(11).
- 1.4.12 How the charter school board of directors or the charter school operators will provide special instruction and services for children with a disability under Minn. Stat.§§125A.03 to 125A.24, and 125A.65, and a description of the financial parameters within which the charter school will provide the special instruction and services to children with a disability, per Minn. Stat.§124E.10, subdivision 1(a)(12).
- 1.4.13 The specific conditions for contract renewal that identify performance of all students under the primary purpose of Minn. Stat.§124E.01, subdivision 1, as the most important factor in determining whether to renew the contract, per Minn. Stat.§124E.10, subdivision 1(a)(13).
- 1.4.14 The additional purposes under Minn. Stat.§124E.01, subdivision 1, and related performance obligations under clause (7) contained in the charter contract as additional factors in determining whether to renew the contract, per Minn. Stat.§124E.10, subdivision 1(a)(14).
- 1.4.15 Per Minn. Stat.§124E.10, subdivision 1(b), the plan for an orderly closing of the school under chapter 317A, that establishes the responsibilities of the school board of directors and the authorizer, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract. The plan must establish who is responsible for: (1) notifying the commissioner, school district in which the charter school is located, and parents of enrolled students about the closure; (2) providing parents of enrolled students information and assistance to enable the student to re-enroll in another school; (3) transferring student records under Minn. Stat.§124E.03, subdivision 5, paragraph (b), to the student's resident school district; and (4) closing financial operation.
- 1.4.16 The agreed-upon fee structure the authorizer will annually assess the school, per Minn. Stat.§124E.10, subdivision 3(b).
- 1.4.17 The plan to address any outstanding obligations from the previous contract.
- 1.4.18 The charter school board membership roster as of the first day of the contract.
- 1.4.19 Copy of charter school's Certificate of Incorporation or Good Standing issued by the Minnesota Secretary of State's Office.
- 1.4.20 Copy of charter school's Articles of Incorporation that includes stamped date of filing.
- 1.4.21 Copy of the charter school's (signed) bylaws adopted and approved by the charter school's board of directors.
- 1.4.22 NEO Policy for Schools Contracting with a Service Provider (Education Management Organization or Charter Management Organization) if applicable.

**SECTION 2. DEFINITIONS.** For purposes of this Agreement, and in addition to the terms defined throughout this Agreement, each of the following words or expressions whenever initially capitalized, shall have the meaning set forth in this section:

- 2.1. "Agreement" means this contract between the Authorizer and the School as required by Minnesota Charter School Law, Minn. Stat. §124E.
- 2.2. "Applicable Law" means all state and federal laws and rules applicable to Minnesota Charter Schools and any regulations and guidelines issued pursuant to those laws and rules. This includes changes made to Applicable Law by Congress, Minnesota Legislature and/or appropriate federal and state agencies.
- 2.3. "Affidavit" means the School Affidavit and supporting documentation that was submitted by the Authorizer and the School to and approved by the Minnesota Department of Education ("Department") for the Authorizer to grant the charter to the School. The Affidavit is incorporated by reference into this Agreement.
- 2.4. "Approval" means the approval by the Education Commissioner for the Authorizer to grant a charter to the School (includes charter contract renewals).
- 2.5. "Charter Law" means the Minn. Stat. §124E *et seq.*, as amended, and any rules or regulations adopted by the Education Commissioner relating to this law.
- 2.6. The "School" refers to the School identified above.
- 2.7. The "Location" means the city or cities identified in the Affidavit in which the School was approved to open or subsequently approved by the Authorizer based on need and demand.
- 2.8. "Charter School Board" means the Board of Directors established to govern the School, as required under Minn. Stat. §124E.
- 2.9. The "Authorizer" refers to the Authorizer listed above.
- 2.10. "Education Commissioner" means the Commissioner of the Minnesota Department of Education or his or her designee.
- 2.11. "Department" means the Minnesota Department of Education.
- 2.12. "State" means the State of Minnesota.
- 2.13. "School Information" includes all educational data, as defined in Minn. Stat. §13.32; any and all data related to employees; any and all complaints filed by the School as required by federal and state law and all complaints filed against the School or any of its employees; any and all investigative files and the results of any investigations; any and all financial information as required to be disclosed under the Minnesota Data Practices Act; and any data or other information that the Authorizer deems reasonably necessary to carry out its role.
- 2.14. "Captions". The captions and headings used in this Agreement are for convenience only and shall not be used in construing the provisions of this Agreement.

### **SECTION 3. PURPOSE OF SCHOOL; DESCRIPTION OF THE PROGRAM; PERFORMANCE INDICATORS AND EVALUATION.**

- 3.1. Purpose of the School and Description of the Program. The School will be organized and operated to achieve the purpose(s) and program of the School as stated in the School's Affidavit based on need and demand in the Location identified, subsequent approved amendments and agreements to the Affidavit, terms of this Agreement, and as provided for in the Minnesota Charter Law. The School's program is described in the Affidavit and subsequent approved amendments and agreements. The School agrees to operate in a manner consistent with the Affidavit and Agreement and amendments and agreements approved by the Authorizer.
- 3.2. Performance Indicators and Evaluation.
  - 3.2.1. Graduation Standards. If applicable, the School will comply with the requirements as defined by Minnesota Statutes and the School will document the levels of student performance on the state assessments developed and administered by the Department.
  - 3.2.2. The School will comply with all responsibilities and obligations and their implementing regulations established by the U.S. Department of Education, including as applicable, but not limited to, participating in statewide assessments, meeting public and parent reporting requirements, and implementing School improvement plans and reporting requirements if the School is identified for improvement. The School will comply with all requirements to the degree it pursues, qualifies for and benefits from Federal funding. This includes programs required for multilingual learners of English language and all other focus populations. The School will fulfill program requirements, financial management, reporting, and accounting for each active Federal program and will comply with all Minnesota Statutes and applicable rules implemented pursuant to Federal programs in Minnesota.
  - 3.2.3. *Individuals with Disabilities Education Act (IDEA)*. The School will comply with Minnesota Statutes Chapters 125A and 124E, all applicable rules implemented pursuant to these chapters, and all Federal and State law relating to the education of students with disabilities. Consistent with the provisions of Minn. Stat. Chapter 124E, the financial parameters within which the School will operate to provide special education instruction and related services to students with disabilities will be based on the individual needs of the student, as defined by the student's evaluation and by the instruction and related services specified in the student's Individual Education Plan ("IEP").
  - 3.2.4. Identifying Goals and Performance Indicators. The School and the Authorizer agree that the School's operation under the Agreement shall be measured by the School performance indicators set forth in this Agreement including academic outcomes for individual students and for the School as a whole, and standards for governance, financial management, and School operation. Academic outcomes will be assessed using multiple indicators as defined in the School's Performance Framework.

- 3.2.4.1. The School will measure the students' academic levels of performance and the School will provide the Authorizer this information as baseline data for the purpose of defining academic and nonacademic outcomes to measure School performance as described in the Agreement. Program goals must meet requirements for teacher evaluation and peer review and address staff development efforts, student attendance, student retention, and graduation rates (in the high schools). The School program and specific academic and nonacademic outcomes that pupils must achieve will be clearly defined by the Performance Indicators in the School's Performance Framework and Implementation Guide and will be used as the basis for contract renewal decisions.
- 3.2.5. Annual Report(s). The School will file an Annual Report with the Authorizer per Minn. Stat. §124E that contains all information required by the Authorizer and the Education Commissioner. The Annual Report will be filed by due dates identified in Charter Law. The Authorizer will review the Annual Report and may provide written comment to the School as necessary to support the School with compliance. The School will publish and/or submit all other reports, including but not limited to the Comprehensive Achievement and Civic Readiness Report, Plan, and Summary as required by the Education Commissioner.
- 3.2.6. Annual Report Dissemination. The School will disseminate the Annual Report to the families of students attending the School and post the report on the School's website.
- 3.2.7. If the state requires the School to develop and implement an educational improvement plan that could be a School Improvement Plan for example, the School will provide NEO a copy of its educational improvement plan not later than October 1<sup>st</sup> of each School year. The Authorizer may review and comment on the educational improvement plan. The School will provide the Authorizer with the Education Commissioner's review and comment, if any is received.

## **SECTION 4. LEGAL STRUCTURE.**

### **4.1. Legal Structure**

- 4.1.1. Nonprofit Status. The School is organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended.
- 4.1.2. Articles of Incorporation. The School's Articles of Incorporation are an implied part of this Agreement. The School represents that, as of the date of this Agreement, the Articles of Incorporation of the School set forth in the Agreement Addendum are accurate and have not been otherwise altered or amended.
- 4.1.3. Bylaws. The School's bylaws are an implied part of this Agreement. The School will notify the Authorizer within thirty (30) calendar days of any amendments to the bylaws. The School represents that, as of the date of this Agreement, the bylaws of the School set forth in the Agreement Addendum are accurate and have not been otherwise altered or amended.
- 4.1.4. The School is subject to Minn. Stat. §124E and any other statutes and rules that derive from or pertain to the operation of this entity.
- 4.1.5. The Authorizer documents and respects any autonomy conferred on the School by statute or law as exemptions from regulations or requirements.
- 4.1.6. Learning Environments and Leased Space. The School may lease space from any organization as it deems necessary in the Location identified in the Affidavit or subsequently approved by the Authorizer based on need and demand, within provisions of Minn. Stat. §124E. The School will submit a lease-aid application to the Department for approval prior to opening the School and each subsequent year. The School will provide a copy of that application when submitted to the Department, as well as the Department's decision, to the Authorizer. The School will provide to the Authorizer any notice of lease termination within five (5) calendar days of receipt.
- 4.1.7. Occupancy and Safety Certificates. The School Board shall: (a) ensure that the School's physical facilities comply with all fire, health, and safety state standards and regulations applicable to Schools; (b) meet federal American with Disabilities Act (ADA) requirements; and (c) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section. Copies of such certificates shall be provided to the Authorizer before the first day of classes, if requested by the Authorizer.
- 4.1.8. Authorized Grades. The School is authorized to serve grades K-8.
- 4.1.9. Enrollment and Grade Level Expansion. The School will not expand to a new site or new grade levels beyond the grade levels identified in the Agreement without application to and approval by the Authorizer and the Education Commissioner, consistent with Minn. Stat. §124E.

## **SECTION 5. AUTHORIZER FEES**

- 5.1 Authorizer Fee. The Authorizer shall charge the School a fee for performing the services listed in this contract.
- 5.2 Authorizer Fee Amount. The fee charged by the Authorizer to the School shall be the maximum allowable under Minn. Stat. §124E.

## **SECTION 6. OPERATING REQUIREMENTS**

### 6.1. Governance

- 6.1.1. Board of Directors. A Board of Directors whose membership is described in the School's bylaws and defined by state statute will govern the School. The School will file changes in the membership of the Charter School Board in the form of an updated board roster with the Authorizer within one week of a change occurring. Prior to the time such persons are seated as members of the Charter School Board, the School will conduct a criminal background check, identical to those required for School volunteers by Minn. Stat. §123B.03, subdivision 1. The Charter School Board will certify to the Authorizer that background checks have been completed. Consistent with data practices law, the Charter School Board will provide to the Authorizer any adverse information that is revealed as part of the background checks and will evaluate, on a case-by-case basis, membership on the Charter School Board where the background check revealed adverse information. Charter School Board members must complete required training and board development required by Charter Law. Performance in Operations including governance and compliance will be evaluated according to the Performance Indicators as described in the School's Performance Framework.
- 6.1.2. Powers. The Charter School Board will provide governance and policy leadership including, but not limited to, approval of contracts and agreements consistent with the School's policy, long range planning, goal-setting and policy development and implementation for the School consistent with the School's approved mission, operations and results; holding the School accountable for meeting its goals; overseeing and approving an annual budget; and annually evaluating the performance of the School Director. The Board and School will satisfy Minn. Stat. §124E in this regard. All Board members will receive training and board development required by Charter Law. Board members and the School will annually submit statements that there are no conflicts of interest, in compliance with Minn. Stat. §124E.
- 6.1.3. Ownership of assets. The School's assets may be subject to prior commitments through Federal and State laws and rules regarding public funding of the School. Therefore, certain conditions may prevent access to these assets by creditors and liens. Such conditions will be a factor in the School's status and the Authorizer's assessment of the School and viability of this Agreement.
- 6.1.4. Charter School Board Election. Charter School Board elections will be conducted as provided in the School's bylaws and Minn. Stat. §124E.
- 6.1.5. Open Meeting Law. All meetings and business of the Charter School Board will comply with the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.
- 6.1.6. Frequency of Meetings. The Charter School Board will meet as provided in the bylaws. A copy of the agenda, minutes and all related documents will be provided to the Authorizer prior to and for each public meeting. At the request of the Authorizer, the Charter School Board will provide the Authorizer an opportunity to address the Charter School Board regarding matters determined by the Authorizer.

- 6.1.7. Authorization of Employment. The Charter School Board will employ and contract with necessary teachers, as defined by Minn. Stat. §122A.15, who hold valid teaching licenses issued by the State to perform the particular service for which they are employed at the School.
- 6.1.8. Non-Licensed Personnel. The Charter School Board or its delegate may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.
- 6.1.9. Collective Bargaining. If employees of the School choose to engage in collective bargaining, the School will comply with Minnesota Statutes Chapter 179A, the Public Employment Labor Relations Act ("PELRA").
- 6.1.10. Charter School Board Training. The Charter School Board will participate in training regarding board governance, finance and operations consistent with Minn. Stat. §124E. The Charter School Board will submit its plan for training to the Authorizer, if requested, and attend training reasonably required by the Authorizer. The School shall report in its School's annual report the training attended by each board member the previous year.
- 6.2. School Calendar. School Calendar is established by April 30 each year and shows an adequate number of instructional hours in compliance with Minn. Stat. §120A.41.
- 6.3. Non-Sectarian Operation. The School will be non-sectarian in its program, admission policies, and employment practices, and for all other purposes.
- 6.4. Tuition and Fees. The School will not charge residents of Minnesota tuition for admission to the School. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by applicable law. The School will comply with the Minnesota Public School Fee Law in this regard, Minn. Stat. §§123B.34 to 123.39.
- 6.5. Home School Students. The School will not be used as a method of generating revenue for students who are being home Schooled pursuant to Minn. Stat. §120A.22.
- 6.6. Admissions
  - 6.6.1. Limits. The School may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, nor may it condition admission on criteria or take any action that would violate the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.
  - 6.6.2. Applications. The School will enroll an eligible pupil who submits a timely application, unless the number of applicants exceeds the capacity of the program, class, or grade level. In such cases, selection shall be by lottery pursuant to the Charter Law, Minn. Stat. §124E. A student continuing for the next year will remain enrolled for the next year without re- application.
- 6.7. Reporting to the Authorizer.
  - 6.7.1. Reports. The School will file reports with the Authorizer regarding enrollment, the program, and financial status of the School. The financial reports must contain budget and actual revenue and expenses (by year-to-date), as well as cash-flow statements, check register, gifts and donations, and fiscal year-end fund balance projections. The financial reports will also include the total dollar amount of unpaid accounts payable more than thirty days past due with an explanatory note for the total amount of any such past due amounts disputed by the School, if applicable; and the current average daily membership of the School. The School will file copies of inspections or findings with the Authorizer that can materially impact the operation of the School.

- 6.7.2. Access to Information. The School will provide the Authorizer with, and permit prompt and reasonable access to, any School information requested by the Authorizer, including education data on individuals, in compliance with Minnesota Statutes Chapter 13 and any other applicable state or federal law. The School agrees to allow the Authorizer access to the School site for site visits, scheduled and unscheduled. For purposes of such data disclosure, the parties agree that they will be governed by Minnesota Statutes Chapter 13 and the Family Educational Rights and Privacy Act (FERPA). The School will provide the Authorizer access to the full set of approved policies and updates as created.
- 6.7.3. Other Reports. The School and the Authorizer will file reports with the Education Commissioner consistent with the procedures established by the Department.
- 6.7.4. Violations of Law. The School will promptly notify the Authorizer of complaints that allege that violations of state or federal law or regulation have been committed by the School or its employees or agents, unless such reporting would be in non-compliance with a state or federal law.
- 6.8. Financial Management
- 6.8.1. Financial Reports. The School will provide the Authorizer a copy of the annual budget for review and comment prior to its approval by the Charter School Board, if requested by the Authorizer. The School will provide the Authorizer periodic reports directly from the individual who prepares the reports of the financial status of the School. Such reports must have a format that directly corresponds to balances in the School accounting system. The School will provide to the Authorizer the annual financial audit and any other audits by any agency. Financial Performance will be evaluated according to the Finance Performance Indicators as described in the School's Performance Framework.
- 6.8.2. UFARS and MARSS. The School will utilize generally accepted accounting procedures and practices for interacting with the UFARS financial accounting system, MARSS student accounting requirements, and any other State mandated accounting systems.
- 6.8.3. Audits. The School will comply with the same financial audits, audit procedures, and audit requirements of School districts required in Minn. Stat. §§123B.75-83. The School will be audited annually by a public accounting firm hired by the Charter School Board and the annual audit will be submitted to the Department no later than December 31 of each year or as provided by statute or the commissioner. The School will make available for review by the Authorizer all financial records at such times as requested by the Authorizer. An electronic copy of the audit report and auditor's management letter will be submitted to the Authorizer within 2 weeks of receiving such documents from the auditor, no later than December 31.
- 6.8.4. Significant Agreements. Terms of Agreements with Third-party Educational or operational Management Organizations (education management organization or charter management organization) and any other contracts or agreements that create significant relationships or effect on the School will be shared with Authorizer and comply with NEO's policy for authorizing schools contracting with a service provider (education management organization or charter management organization).

- 6.8.5. Creditors. The School will pay all creditors within 35 days of receipt on an outstanding invoice if the board meets once a month and within 45 days of receipt if the board meets less often or regularly, pursuant to the State's prompt payment law, Minn. Stat. §471.425. If the School has any payments to creditors for which there is an outstanding liability of over 90 days, the School will provide the Authorizer a written statement explaining the reasons for the delay and a proposal for payment of the outstanding liability.
- 6.9. Transportation. Transportation for students enrolled at the School will be provided in accordance with Charter Law and all other applicable State and Federal Law.
- 6.10. Health and Safety
- 6.10.1. The School will comply with the same health and safety requirements as a public school district.
- 6.10.2. Immunization. The School will comply with Minn. Stat. §121A.15, requiring proof of student immunization, including immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and haemophilus influenza type B and hepatitis B.
- 6.10.3. Other Safety Requirements: The School will comply with applicable requirements directed by OSHA, FLSA, other Minnesota Agencies and State Departments and local government bodies. The School will prepare and implement School safety plans and drills according to State and Local Government requirements.
- 6.11. Human Rights. The School will comply with the Fair Labor Standards Act (FLSA) (Pub.L. 75-718) and the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, and education. The School will comply with Minn. Stat. §121A.04, which requires equal opportunity for members of both sexes to participate in School athletic programs.
- 6.12. Data Practices. The School will comply with Minnesota Statutes Chapter 13; Minn. Stat. §120A.22, Subdivision 7; Minn. Stat. §121A.75; and Minn. Stat. §260B.171, Subdivisions 3 and 5; Federal Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applied to School practices for all records and data under the control of the School.
- 6.13. Student Dismissal. Student Discipline Policy and Procedures will be consistent with Minnesota Pupil Fair Dismissal Act (Minn. Stat. §§121A.40 - 121A.56) and adopted by the Charter School Board prior to enrolling students.
- 6.14. Insurance. Notwithstanding anything to the contrary in this Agreement, the School will be considered a School district for the purposes of tort liability under Minnesota Statutes Chapter 466.04. The board of directors shall obtain at least the amount of and types of insurance up to the applicable tort liability limits under chapter 466. The charter school board must submit a copy of the insurance policy to its authorizer before starting operations. The charter school board must submit changes in its insurance carrier or policy to its authorizer within 20 business days of the change.

- 6.14.1. The School will comply with Minn. Stat. §124E and obtain tort liability insurance and provide the Authorizer with appropriate insurance documentation on an annual basis: (a) worker's compensation insurance to include coverage A; (b) insurance covering all of the School's real and personal property, whether owned or leased; (c) a minimum of commercial general liability insurance in comprehensive form, bodily injury and property damage combined of one and a half million dollars (\$1,500,000) per occurrence and personal injury of one and a half million dollar (\$1,500,000) per occurrence; and up to three million dollars (\$3,000,000) per occurrence for the release or threatened release of a hazardous substance; and if not included under its general liability coverage, additional coverages as follows: minimum automobile liability insurance coverage, bodily injury and property damage of one million dollars (\$1,000,000) per occurrence if the School owns or operates motor vehicles; officer and employee errors and omissions/professional liability of one and a half million dollars (\$1,500,000) per occurrence; and employee dishonesty insurance of five hundred thousand dollars (\$500,000). The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota. The School may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to the Authorizer, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide the Authorizer or its designees copies of all insurance policies required by this Agreement, if requested by the Authorizer. The Authorizer may periodically review the types and amounts of insurance coverages that the School secures. The above-stated coverage limits shall be issued and maintained as indemnity limits and shall not be reduced by any applicable insurer defense obligations. The Department may suggest, or Applicable Law may determine alternative amounts and terms of any deductible or insurance provisions, which shall supersede the foregoing requirements. The School may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for students while attending School or participating in a School program or activity.
- 6.15. Assumption of Liability. The School will assume full liability for its activities and indemnifies and holds harmless the Authorizer, its officers, board members, representatives, agents and employees from any suits, claims, or liability and the Education Commissioner and department officers, agents, and employees arising out of or in any manner connected with the School's operations or which are incurred as a result of the reliance of the Authorizer upon information supplied by the School, or School Board and its agents or employees, or which arise out of the failure of the School to perform its obligations under this Contract or which arise out of the Authorizer's exercise of its obligation under Applicable Law or enforcement of this Agreement. The School and Authorizer acknowledge and agree that the Authorizer, the Authorizer's Board members and employees, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to the Charter Law, Minn. Stat. §124E, and nothing in this Agreement is intended to affect such immunity.

6.16. Location of School. The School shall have a single site at the address in the Location(s) noted in this Agreement unless otherwise approved by the Authorizer and MDE in compliance with the Charter Law. The School shall notify the Authorizer of any plans to change Location of the school prior to Board approval of the change of Location and submit documentation of the need and demand for the proposed Location to the Authorizer for approval, prior to changing the Location. The School and Authorizer will revise the Contract after approval of the change in location according to the process described in Section 10.1 of this Agreement, Revisions and Amendments.

## **SECTION 7. AUTHORIZER'S DUTIES.**

- 7.1 Oversight and Evaluation Plan. The Authorizer will implement a plan to provide ongoing oversight and to evaluate the performance of the School to determine whether the School is complying with the terms of this Agreement and to meet its responsibilities under the law regarding Authorizers.
- 7.2 Agreement Renewal Performance Evaluation. The Authorizer will conduct evaluation of School Performance Indicators in the following areas: Educational Performance, School Climate Performance, and Operational Performance including Governance, Compliance and Financial Performance to determine contract renewal and length of contract term. The Authorizer will determine the term of the contract based on each performance area evaluated as identified in the School's Performance Framework. The criteria for terms of contract renewal are further defined in the School's Performance Framework.
- 7.3 Liaison. The Authorizer will designate a liaison for the School and will inform the School if the liaison changes. The School will notify staff, parents and stakeholders that the liaison is accessible for communication of concerns or commendations. The Authorizer will communicate how it will respond to communications from the School and its stakeholders and handle potentially negative reports. The liaison will have freedom to communicate with designated individuals and enter the School with reasonable warning and request.

## **SECTION 8. TERMINATION BY AUTHORIZER FOR CAUSE.**

- 8.1. Authorizer Termination. The Authorizer may elect not to renew this Agreement at the end of the contract term, for cause, as defined in the Charter Law, Minn. Stat. §124E. The Authorizer also may unilaterally terminate this Agreement during the term of the Agreement, for cause, pursuant to Minn. Stat. §124E.
- 8.1.1. Grounds. The grounds for non-renewal or termination for cause under the Charter Law include:
- Failure to demonstrate satisfactory academic achievement for all students, including the requirements for pupil performance contained in this Agreement;
  - Failure to meet generally accepted standards of fiscal management;
  - Violations of law; or
  - Other good cause shown.
- 8.2. Authorizer Processes and Charter School Board's Response.
- 8.2.1. Notice to School. At least 120 days before not renewing or terminating a contract, the Authorizer shall notify the Charter School's Board of Directors of the proposed action, in writing. The notice shall state the grounds for the proposed action in reasonable detail. The notice shall state that the Charter School Board may request, in writing, an informal hearing before the Authorizer within fifteen (15) business days of receiving notice of non-renewal or termination of this Agreement.
- 8.2.2. Board's Response. Within fifteen (15) business days of receipt of the notice of termination or non-renewal, the Charter School Board may request an informal hearing before the Authorizer. Failure by the Charter School Board to make a written request for a hearing within the 15-day period shall be treated as acquiescence to the proposed non-renewal or termination.
- 8.2.3. Schedule for Hearing. Upon receiving a timely written request for a hearing, the Authorizer shall give ten (10) business days' notice to the Charter School Board of Directors of the hearing date. The Authorizer shall conduct an informal hearing before taking final action.

- 8.2.4. Authorizer Decision. The Authorizer shall take final action to renew or not renew the contract no later than 20 business days before the proposed date for terminating the contract or the end date of the contract. A copy will be filed with the Education Commissioner.
- 8.2.5. Dissolution. If this Agreement is terminated or not renewed based on the criteria in paragraph 8.1 above, the School will be dissolved according to the applicable provisions of Minnesota Statutes Chapter 317A and Minn. Stat. §124E, except when the Education Commissioner approves the decision of a different eligible Authorizer to authorize the School. See Section 9.1 below.
- 8.2.6. Distribution of Property upon Dissolution. In the event of dissolution of the School, all property that has been leased, borrowed or contracted for use will be promptly returned to those organizations or individuals from which the School has obtained the materials.
- 8.2.7. Property Owned by School. In the event of dissolution of the School, property purchased with federal funds must be handled according to applicable state and/or federal guidance. After all financial obligations are met the remaining property will be distributed consistent with applicable Charter School and non-profit Law.
- 8.2.8. Property Owned by Teachers or Staff. All property personally and/or individually owned by licensed teachers or staff employed by the School will be exempt from distribution of property and will remain the property of the individual teachers or staff.

## **SECTION 9. NON-RENEWAL AND VOLUNTARY TERMINATION.**

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

## **SECTION 10. GENERAL TERMS**

- 10.1. **Amendments and Revisions.** This Agreement may only be revised or amended by written agreement executed by both parties. The School and/or Authorizer will provide the proposed revision or amendment in writing to the other party to the Agreement. The Agreement may be revised or amended in the event of changes to assessments upon which the Agreement goals are based, any material changes such as those to the education program model, change in Location, including site expansions, change in contract term, a change in grade levels served, a significant difference in student baseline data for new Schools, revisions to policies that are incorporated into the Agreement, and any other reason that results in misalignment of the Agreement and the School conditions agreed upon by both the Authorizer and the School. The recipient of the proposed revision or amendment will have at least one month to review and comment in response. The revised or amended contract will be signed by the Authorizer and Charter School Board chair and submitted to MDE within 10 days of the completion of signatures of both parties. Contracts may be revised or amended to align with most current statute or MDE requirement at any time with due notification only.
- 10.2. **Authorizer Authority.** Except as otherwise provided by this Agreement or Applicable Law, the Authorizer has no authority, control, power, or administrative or financial responsibility over the School. This provision does not prohibit the parties from contracting for any services deemed appropriate in the future as provided for in Minnesota Statute 124E. The relationship between the School and the Authorizer is based solely on the applicable provisions of the Charter School Law and the terms of this Contract and other written contracts and written agreements between the Authorizer and the School. Except as otherwise provided in this Agreement, the Authorizer shall have no authority or control, over operational, administrative, or financial responsibility for the School.
- 10.3. **Financial Obligations Are Separate.** Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in any way constitute an obligation, either general, special, or moral of the Authorizer. The School will never pledge the full faith and credit of the Authorizer for the payment of any School contract, mortgage, loan or other instrument of indebtedness. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Authorizer and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. The Authorizer will never pledge the full faith and credit of the School for the payment of any Authorizer contract, mortgage, loan or other instrument of indebtedness.
- 10.4. **No Authority to Obligate or Bind Other Party.** The School has no authority whatsoever to enter into any contract or other agreement that would financially obligate the Authorizer, nor does the School have any authority whatsoever to make any representations to lenders or third parties, that the Authorizer in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the School. The Authorizer has no authority whatsoever to enter into any contract or other agreement that would financially obligate the School, nor does the Authorizer have any authority whatsoever to make any representations to lenders or third parties, that the School in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the Authorizer.

- 10.5. The School may not use the Authorizer's name or any assumed name, trademark, division or affiliation of the Authorizer in any of the School's promotional advertising, contracts, or other materials without the Authorizer's prior written consent, except that the School may include the following statement in such materials, "[Name of School] is authorized by [Name of Authorizer]."
- 10.6. The School agrees not to sue the Authorizer or any of its representatives for any disputes that may arise under this Agreement. The School and Authorizer agree to submit any such legal disputes to binding arbitration. If the parties cannot agree to an arbiter, then the American Arbitration Association shall appoint an arbiter.
- 10.7. Agreement Language. In the event that there is an inconsistency or dispute between the provisions in the Affidavit and this Agreement, the provisions of this Agreement shall be followed.
- 10.8. Non-agency. It is understood that the School is not the agent of the Authorizer.
- 10.9. Assignment. This Agreement cannot be assigned to any other party but remains the exclusive agreement between the Authorizer and School under approval by the Department.
- 10.10. Successors. The terms and provisions of this Agreement are binding on and shall inure to the benefit of the parties and their respective successors.
- 10.11. Merger. Upon the condition that a merger between two Schools or two Authorizers is proposed and approved by appropriate State authorities and processes, this agreement must be amended to reflect all material changes and then resubmitted to the appropriate State agency or agencies for appropriate action.
- 10.12. Severability. If any provision in this Agreement is held to be invalid or unenforceable, it will be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the Agreement.
- 10.13. General Compliance and Assurances. The School and the Authorizer agree to comply with all applicable laws including, but not limited to, the Charter Law. In addition, the School and the Authorizer assure that they are eligible entities under the Charter Law.

10.14. Authority of Signatories: The signatories below represent that they have the authority to bind the School to full compliance with this Agreement.

**Novation Education Opportunities**

By:



\_\_\_\_\_  
**Signature**

Wendy Swanson Choi

\_\_\_\_\_  
**Print Name**

Executive Director

\_\_\_\_\_  
**Title**

June 26, 2025

\_\_\_\_\_  
**Date**

**Agamim Classical Academy**

By:



\_\_\_\_\_  
**Signature**

Ben Mauer

\_\_\_\_\_  
**Print Name**

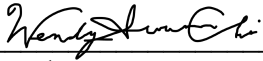
Board Chair

\_\_\_\_\_  
**Title**

**REVISION (If Applicable)**

**Novation Education Opportunities**

By:

  
\_\_\_\_\_  
**Signature**

Wendy Swanson Choi  
\_\_\_\_\_  
**Print Name**

Executive Director  
\_\_\_\_\_  
**Title**

June 15, 2026  
\_\_\_\_\_  
**Date**

**Agamim Classical Academy**

By:

  
\_\_\_\_\_  
**Signature**

Benjamin Maurer  
\_\_\_\_\_  
**Print Name**

Board Chair  
\_\_\_\_\_  
**Title**

## **ADDENDUM TO THE CONTRACT**

Minnesota Statute 124E, addresses charter contract requirements. A charter contract must be in writing and contain at least the following elements:

Charter contract. The authorization for a charter school must be in the form of a written contract signed by the Authorizer and the board of directors of the charter school. The contract must be completed within forty-five (45) business days of the commissioner's approval of the Authorizer's affidavit. The Authorizer shall submit to the commissioner a copy of the signed charter contract within ten (10) business days of its execution.

- 1. A declaration that the charter school will carry out the primary purpose in Minn. Stat. § 124E.01, subdivision 1 and indicate how the school will report its implementation of the primary purpose to its authorizer, per Minn. Stat. § 124E.10, subdivision 1(a)(1).**

- 1.1. The primary purpose of mission driven charter schools is to improve the learning, achievement, and success of all students.**

The primary purpose of Agamim Classical Academy is to improve the learning, achievement, and success of all students.

- 1.2. How the school will report its implementation of the primary purpose.**

The School will report its implementation of the primary purpose in the Annual Report and/or combined Comprehensive Achievement and Civic Readiness Report.

- 2. A declaration of the additional purpose or purposes in Minn. Stat. § 124E. 01, subdivision 1 that the school intends to carry out and indicate how the school will report its implementation of those purposes to its authorizer per Minn. Stat. § 124E.10, subdivision 1(a)(2).**

- 2.1. The additional purpose(s) of the School are to**

Agamim Classical Academy is also designed to meet an additional purpose for which the charter school law was created:

Increase quality learning opportunities for all pupils.

- 2.2. How the school will report its implementation of the additional purpose(s).**

The School will report its implementation of the additional purposes in the Annual Report and/or combined Comprehensive Achievement and Civic Readiness Report.

NOTE: NEO evaluates the implementation of the additional purposes at the annual site visit.

NEO also evaluates that all required elements are included in the School's Annual Report and Comprehensive Achievement and Civic Readiness Plan.

### **3. A description of the school program and the specific academic and nonacademic outcomes that pupils must achieve, per Minn. Stat. §124E.10, subdivision 1(a)(3).**

#### **Mission and Vision**

Mission: The mission of Agamim Classical Academy is to cultivate wise, grateful, and virtuous students dedicated to the pursuit of truth, beauty, and goodness for themselves and for our country.

Vision: The vision of Agamim Classical Academy is to strengthen the heart of our nation, one wise and virtuous scholar at a time.

#### **Description of the School Program**

Agamim offers a K-8 tuition-free, public education in a school culture that is orderly, intellectual, committed, and joyful. Uniforms help create a formal environment that shows respect for learning and respect for each other.

#### **Classical Content**

What children read, write about, memorize, and speak about matters. Agamim uses excellent, challenging, and inspiring content across the sciences and humanities to cultivate appetites for excellence.

Learning oratory, logic, grammar, and virtue turns students into scholars—regardless of their chosen profession as adults.

#### **Skill-Grouping**

Skill-grouped classes allow every child to accelerate their learning and reach for their highest potential.

#### **Strong Minds & Strong Hearts**

Classically trained thinkers have strong minds and great hearts. They are ready for leadership, scholarship, and citizenship.

#### **Classical Languages**

Classical languages train the mind to think logically. Agamim has selected classical languages that can be spoken today. Agamim provides instruction in Hebrew, Greek, and Latin.

#### **Virtue**

Virtues are habits. Agamim helps children develop habits for fortitude, gratitude, joyfulness, temperance, and wisdom.

#### **Classical Thinkers**

The founders of the United States were classically trained thinkers who created a nation grounded in the ideal of ensuring “liberty and justice for all.”

#### **Classical Teachers**

Classical education teachers are dynamic and caring content experts and are not facilitators who function as “guides on the side” for exploratory-style learning.

Classical education is a time-tested and systematic educational approach that has flourished for over two thousand years. Students in classical schools have strong content knowledge in a broad range of subjects and are trained to reason, write, and speak well. These young classical scholars understand and live by the ideals of truth, beauty, and goodness.

This understanding is essential to preserving our republic and helping our people live joyful and meaningful lives regardless of chosen profession.

Classical learning centers on the Trivium, a Latin word that means “three ways” and that describes the three core disciplines of a classical education: Grammar, Logic, and Rhetoric.

They form the basis of the seven liberal arts that prepare students to thrive in a free society. Instruction in virtue is a critical counterpart to intellectual formation as it is not our only goal to educate people who are smart; we also seek to educate people who are good.

A systematic, Trivium-based education at Agamim Classical Academy has the following characteristics:

1. Students access a storehouse of facts in a broad range of subjects (Grammar stage)
2. Students learn principles of logic to think analytically and abstractly and to synthesize facts across topics (Logic stage)
3. Students apply facts, logic, and virtue to express original and coherent ideas on what is true, beautiful, and good (Rhetoric stage)

For families who are new to classical education, the following texts provide a good starting point to learn more:

Essays:

- “The Lost Tools of Learning” by Dorothy Sayers
- “What is Classical Education?” by Susan Wise Bauer

Books:

- The Making of Americans: Democracy and our Schools
- The Schools We Need and Why We Don’t Have Them, both by E.D. Hirsch, Jr.

See the following pages for the specific academic and nonacademic outcomes that pupils must achieve.

<b>Novation Education Opportunities- Agamim Classical Academy Performance Framework</b>
<b>Agamim Classical Academy</b>
<b>Date of Last Update/Review:</b>
<b>Contract Term: NA</b>
<b>Baseline Year Results: 2020-2025</b>
<b>Charter Number: 4220</b>
<b>Initial Year of Operation: 2015</b>

**These are the Academic Performance Indicators. They are 52.17% of the points possible.**

**I. All Children are Ready for School**

**I.A Early Literacy and Early Numeracy Goals**

Performance Rating	NWEA MAP for Primary Math Targets (Grade K)			Point Value	Points Earned
<b>Exemplary</b>	More than 70 percent of kindergarten students demonstrate readiness for 1st grade by reaching a RIT score of 157.11.			<b>4</b>	
<b>Satisfactory</b>	60-70 percent of kindergarten students demonstrate readiness for 1st grade by reaching a RIT score of 157.11			<b>2</b>	
<b>Not Satisfactory</b>	Less than 60 percent of kindergarten students demonstrate readiness for 1st grade by reaching a RIT score of 157.11.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Meeting Benchmark Score of 157.11</b>	<b>Total Students Tested</b>	<b>Percent of Students Meeting Benchmark</b>	
	Baseline 2020-2024	63	80	78.75%	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
<b>Analysis</b>					
Performance Rating	NWEA MAP for Primary Reading Targets (Grade K)			Point Value	Points Earned
<b>Exemplary</b>	More than 70 percent of kindergarten students demonstrate readiness for 1st grade by reaching a RIT score of 153.09.			<b>4</b>	
<b>Satisfactory</b>	60-70 percent of kindergarten students demonstrate readiness for 1st grade by reaching a RIT score of 153.09			<b>2</b>	
<b>Not Satisfactory</b>	Less than 60 percent of kindergarten students demonstrate readiness for 1st grade by reaching a RIT score of 153.09.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Meeting Benchmark Score of 153.09</b>	<b>Total Students Tested</b>	<b>Percent of Students Meeting Benchmark</b>	
	Baseline 2020-2024	64	79	81.01%	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
<b>Analysis</b>					

II. All Students are Ready for Career and College					
II.A Attain Grade-level Proficiency- All Students State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline years.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Agamim Percent Proficient	State Percent Proficient
	Baseline 2019-2024	349	662	52.72%	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
Analysis					
Performance Rating	MCA-Reading Goals Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline years.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Agamim Percent Proficient	State Percent Proficient
	Baseline 2019-2024	379	659	57.51%	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
Analysis					

II.B Attain Grade-level Proficiency- All Students Resident District (Minneapolis) Comparison					
<b>Performance Rating</b>	<b>MCA-Math Goals (Grades 3-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Agamim Percent Proficient</b>	<b>Minneapolis Percent Proficient</b>
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
<b>Analysis</b>					
<b>Performance Rating</b>	<b>MCA-Reading Goals (Grades 3-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Agamim Percent Proficient</b>	<b>Minneapolis Percent Proficient</b>
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
<b>Analysis</b>					

III. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency)					
III.A Attain Grade-level Proficiency- SPED Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline years.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Agamim Percent Proficient	State Percent Proficient
	Baseline 2019-2024	43	115	37.39%	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline years.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Agamim Percent Proficient	State Percent Proficient
	Baseline 2019-2024	47	116	40.52%	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
Analysis					

III.B Attain Grade-level Proficiency- SPED Focus Group Resident District Comparison					
<b>Performance Rating</b>	<b>MCA-Math Goals (Grades 3-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Agamim Percent Proficient</b>	<b>Minneapolis Percent Proficient</b>
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
<b>Analysis</b>					
<b>Performance Rating</b>	<b>MCA-Reading Goals (Grades 3-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Agamim Percent Proficient</b>	<b>Minneapolis Percent Proficient</b>
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
<b>Analysis</b>					

IV. All Students are Ready for Career and College (as Measured by Growth)					
IV.A Meet or Exceed National Growth Norms- Students Below Grade Level Making High Growth					
Performance Rating	NWEA Fall- Spring MAP Math Growth Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students achieve their NWEA MAP Growth Target.			<b>2</b>	
<b>Satisfactory</b>	50-60 percent of students achieve their NWEA MAP Growth Target.			<b>1</b>	
<b>Not Satisfactory</b>	Less than 50 percent of students achieve their NWEA MAP Growth Target.			<b>0</b>	
<b>Results</b>		<b>Students Achieving NWEA Growth Target</b>	<b>Total Students Tested</b>	<b>Percent Achieving NWEA MAP Growth Target</b>	
	<b>Year</b>				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
2024-2029					
<b>Analysis</b>					
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students achieve their NWEA MAP Growth Target.			<b>2</b>	
<b>Satisfactory</b>	50-60 percent of students achieve their NWEA MAP Growth Target.			<b>1</b>	
<b>Not Satisfactory</b>	Less than 50 percent of students achieve their NWEA MAP Growth Target.			<b>0</b>	
<b>Results</b>		<b>Students Achieving NWEA Growth Target</b>	<b>Total Students Tested</b>	<b>Percent Achieving NWEA MAP Growth Target</b>	
	<b>Year</b>				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
2024-2029					
<b>Analysis</b>					

IV.B Meet or Exceed National Growth Norms- Students Below Grade Level Making High Growth					
Performance Rating	NWEA Fall- Spring MAP Math Growth Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve more than 150 percent of the NWEA target growth.			2	
<b>Satisfactory</b>	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve 120-150 percent of the NWEA target growth in the combined years.			1	
<b>Not Satisfactory</b>	Less than 50 percent of the students below grade level achieve their NWEA expected growth target and the students below grade level who achieve their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
<b>Results</b>		<b>Aggregate of Actual RIT Growth Points Made</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	<b>Percent of Students Below Grade Level Who Made Expected Growth</b>
	Year				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
2024-2029					
<b>Analysis</b>					
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve more than 150 percent of the NWEA target growth.			2	
<b>Satisfactory</b>	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve 120-150 percent of the NWEA target growth in the combined years.			1	
<b>Not Satisfactory</b>	Less than 50 percent of the students below grade level achieve their NWEA expected growth target and the students below grade level who achieve their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
<b>Results</b>		<b>Aggregate of Actual RIT Growth Points Made</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	<b>Percent of Students Below Grade Level Who Made Expected Growth</b>
	Year				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
2024-2029					
<b>Analysis</b>					

IV.C Meet or Exceed National Growth Norms- Students At or Above Grade Level Making Medium or High Growth					
Performance Rating	NWEA Fall- Spring MAP Math Growth Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students achieve their NWEA MAP Growth Target.			2	
<b>Satisfactory</b>	50-60 percent of students achieve their NWEA MAP Growth Target.			1	
<b>Not Satisfactory</b>	Less than 50 percent of students achieve their NWEA MAP Growth Target.			0	
<b>Results</b>		<b>Students Achieving NWEA Growth Target</b>	<b>Total Students Tested</b>	<b>Percent Achieving NWEA MAP Growth Target</b>	
	<b>Year</b>				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
2024-2029					
<b>Analysis</b>					
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students achieve their NWEA MAP Growth Target.			2	
<b>Satisfactory</b>	50-60 percent of students achieve their NWEA MAP Growth Target.			1	
<b>Not Satisfactory</b>	Less than 50 percent of students achieve their NWEA MAP Growth Target.			0	
<b>Results</b>		<b>Students Achieving NWEA Growth Target</b>	<b>Total Students Tested</b>	<b>Percent Achieving NWEA MAP Growth Target</b>	
	<b>Year</b>				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
2024-2029					
<b>Analysis</b>					

IV.D Meet or Exceed National Growth Norms- Students At or Above Grade Level Making Medium or High Growth					
Performance Rating	NWEA MAP Fall-Spring Growth- Math Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	Students achieve a combined growth of more than 120 percent of the average NWEA growth target for the students at or above grade level as measured by the NWEA MAP Fall-Spring assessment.			2	
<b>Satisfactory</b>	Students achieve a combined growth of 100-120 percent of the average NWEA growth target for the students at or above grade level as measured by the NWEA MAP Fall-Spring assessment.			1	
<b>Not Satisfactory</b>	Students do not achieve a combined growth of at least 100 percent of the average NWEA growth target for the students at or above grade level as measured by the NWEA MAP Fall-Spring assessment.			0	
<b>Results</b>					<b>Percent of Students At or Above Grade Level Who Made Expected Growth</b>
	<b>Year</b>	<b>Aggregate of Actual RIT Growth Points Made</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
<b>Analysis</b>					
Performance Rating	NWEA MAP Fall-Spring Growth- Reading Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	Students achieve a combined growth of more than 120 percent of the average NWEA growth target for the students at or above grade level as measured by the NWEA MAP Fall-Spring assessment.			2	
<b>Satisfactory</b>	Students achieve a combined growth of 100-120 percent of the average NWEA growth target for the students at or above grade level as measured by the NWEA MAP Fall-Spring assessment.			1	
<b>Not Satisfactory</b>	Students do not achieve a combined growth of at least 100 percent of the average NWEA growth target for the students at or above grade level as measured by the NWEA MAP Fall-Spring assessment.			0	
<b>Results</b>					<b>Percent of Students At or Above Grade Level Who Made Expected Growth</b>
	<b>Year</b>	<b>Aggregate of Actual RIT Growth Points Made</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
<b>Analysis</b>					

IV.E MCA Continuously Enrolled Student Results					
Performance Rating	MCA Spring- Spring Math Improvement Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 70 percent of continuously enrolled students meet or exceed grade level state standards.			4	
<b>Satisfactory</b>	50-70 percent of continuously enrolled students meet or exceed grade level state standards.			2	
<b>Not Satisfactory</b>	Less than 50 percent of continuously enrolled students meet or exceed grade level state standards.			0	
<b>Results</b>	<b>Year</b>	<b>Students Exceeding or Meeting State Standards</b>	<b>Total Students Tested</b>	<b>Percent Meeting or Exceeding State Standards</b>	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
<b>Analysis</b>					
Performance Rating	MCA Spring- Spring Reading Improvement Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 70 percent of continuously enrolled students meet or exceed grade level state standards.			4	
<b>Satisfactory</b>	50-70 percent of continuously enrolled students meet or exceed grade level state standards.			2	
<b>Not Satisfactory</b>	Less than 50 percent of continuously enrolled students meet or exceed grade level state standards.			0	
<b>Results</b>	<b>Year</b>	<b>Students Exceeding or Meeting State Standards</b>	<b>Total Students Tested</b>	<b>Percent Meeting or Exceeding State Standards</b>	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
<b>Analysis</b>					

These are the Climate Performance Indicators. They are 13.04% of the points possible.

**V. The School Conditions Promote a Climate of Engagement**

**V.A Attendance Rates**

Performance Rating	Consistent Attendance Rate Goals (Grades K-8)		Point Value	Points Earned
<b>Exemplary</b>	More than 95 percent attendance rate.		4	0
<b>Satisfactory</b>	90-95 percent attendance rate in the combined years.		2	
<b>Not Satisfactory</b>	Below 90 percent attendance rate.		0	
<b>Results</b>	<b>Year</b>	<b>Consistent Attendance Rate</b>		
	2024-2025			
	2025-2026			
	2026-2027			
	2027-2028			
	2028-2029			
	2024-2029			
<b>Analysis</b>				

**V.B Parent Satisfaction**

Performance Rating	5-Point Parent Satisfaction Survey Goals			Point Value	Points Earned
<b>Exemplary</b>	More than 80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			4	0
<b>Satisfactory</b>	60-80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school in the combined years.			2	
<b>Not Satisfactory</b>	Less than 60 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			0	
<b>Results</b>	<b>Year</b>	<b>Number of Parents Agreeing or Strongly Agreeing</b>	<b>Total Number of Parents</b>	<b>Parent Satisfaction Survey Percent</b>	<b>Percent Participation of Parent Respondents</b>
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
<b>Analysis</b>					

V.C School Climate- Student Discipline Referrals					
Performance Rating	Goals for Student Discipline Referrals (Grades K-5)			Point Value	Points Earned
<b>Exemplary</b>	Less than 2 percent of students are suspended from school.			<b>2</b>	<b>0</b>
<b>Satisfactory</b>	2-4 percent of students are suspended from school in the combined years.			<b>1</b>	
<b>Not Satisfactory</b>	Greater than 4 percent of students are suspended from school.			<b>0</b>	
Results	Year	Student Discipline Referrals	Total Students	Student Discipline Referrals Percent	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
Analysis					
V.D Mobility					
Performance Rating	Mobility Goals (Grades K-5)			Point Value	Points Earned
<b>Exemplary</b>	Fewer than 10 percent of students transfer out of school after October 1.			<b>2</b>	<b>0</b>
<b>Satisfactory</b>	10 - 15 percent of students transfer out of school after October 1 in the combined years.			<b>1</b>	
<b>Not Satisfactory</b>	More than 15 percent of students transfer out of school after October 1.			<b>0</b>	
Results	Year	Students Transferring After October 1	Total Students Enrolled October 1	Mobility Percent	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2024-2029				
Analysis					

<b>These are the Operations Performance Indicators. They are 21.74% of the total Performance Framework points possible.</b>			
<b>VI. School is Compliant with Contract and Statute</b>			
<b>VI.A Compliance</b>			
<b>Performance Rating</b>	<b>Compliance Goals</b>	<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	No infractions.	<b>20</b>	
<b>Satisfactory</b>	No more than three infractions AND any infraction is resolved by assigned deadline.	<b>10</b>	
<b>Not Satisfactory</b>	More than three infractions or infractions not resolved by assigned deadline.	<b>0</b>	
<b>Analysis</b>			
<b>These are the Finance Performance Indicators. They are 13.04% of the total Performance Framework points.</b>			
<b>VII. School is Financially Solvent/Sustainable</b>			
<b>VII.A Finance Awards</b>			
<b>Performance Rating</b>	<b>Goals for Awards</b>	<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	NEO Stewardship Award in Finance Recipient.	<b>4</b>	
<b>Satisfactory</b>	Finance Award Recipient.	<b>2</b>	
<b>Not Satisfactory</b>	Not a Finance Award Recipient.	<b>0</b>	
<b>Analysis</b>			
<b>VII.B Fund Balance</b>			
<b>Performance Rating</b>	<b>Fund Balance Goals</b>	<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	Reserve is at least 20% as measured by end of year reserves.	<b>4</b>	
<b>Satisfactory</b>	Reserve is enough to cover one full payroll as measured by end of year reserves.	<b>2</b>	
<b>Not Satisfactory</b>	Reserve is less than one full payroll as measured by end of year reserves.	<b>0</b>	
<b>Results</b>	<b>Fund Balance</b>	<b>Expenditures</b>	<b>SOD Calculation</b>
<b>Analysis</b>			
<b>VII.C Financial Audit</b>			
<b>Performance Rating</b>	<b>Financial Audit Goals</b>	<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	No findings cited in the audit.	<b>4</b>	
<b>Satisfactory</b>	No more than one finding (nonmaterial) cited in the audit.	<b>2</b>	
<b>Not Satisfactory</b>	More than one finding cited in the audit.	<b>0</b>	
<b>Analysis</b>			

**Contract Renewal and Intervention**

NEO schools must achieve at least a Satisfactory Rating (50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Compliance, Finance) to be automatically recommended for a three-year contract renewal.

NEO schools must achieve at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.

Schools that earn less than 50% of the points possible overall or in any one area are a candidate for a nonrenewal in their final contract year or intervention in the other contract years.

**Summary and Analysis**

Academic Performance Points Earned	0			
Academic Performance Total Points Possible	48			
Academic Performance Percent of Points Earned	0.00%			
Academic Performance Percent of Total Framework Points	52.17%			
Climate Performance Points Earned	0			
Climate Performance Total Points Possible	12			
Climate Performance Percent of Points Earned	0.00%			
Climate Performance Percent of Total Framework Points	13.04%			
Operations Performance Points Earned	0			
Operations Performance Total Points Possible	20			
Operations Performance Percent of Points Earned	0.00%			
Operations Performance Percent of Total Framework Points	21.74%			
Finance Performance Points Earned	0			
Finance Performance Total Points Possible	12			
Finance Performance Percent of Points Earned	0.00%			
Finance Performance Percent of Total Framework Points	13.04%			
Performance Framework Points Earned	0			
Performance Framework Total Points Possible	92			
Performance Framework Percent of Total Points	0.00%			

- 4. A statement of the school's admission policies and procedures per Minn. Stat. §124E.10, subdivision 1(a)(4).**

See the following pages.

*Adopted: February 20, 2017*

*Revised: February 1, 2021,*

*September 23, 2024*

## **AGAMIM CLASSICAL ACADEMY POLICY**

### ***Students, No. 503***

## **APPLICATION, ADMISSIONS, ENROLLMENT, AND LOTTERY POLICY**

### **I. PURPOSE**

The purpose of this policy is to outline Agamim Classical Academy’s enrollment and admissions procedures. Admission to Agamim is open to all students without regard to ability, race, religion, or any other factors other than the enrollment capacity of the program, class, grade level, or building.

### **II. GENERAL STATEMENT OF POLICY**

Agamim Classical Academy is a public school and is required to enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. When that occurs, students will be placed on a waiting list. Agamim gives preference for enrollment to: (1) a sibling of an enrolled student and to a foster child of that student's parents, as required by state law, before accepting other students by lot, (2) children of Agamim staff pursuant to school policy before accepting other pupils by lot, and (3) remaining students will be selected by lottery.

Agamim Classical Academy may not limit admission to pupils on the basis of gender, race, intellectual ability, measures of achievement or aptitude, or athletic ability.

### **III. APPLICATION AND ENROLLMENT PROCEDURES**

The annual enrollment period shall be determined by the school administration and shall be published no later than the first day of October. Starting in the 2020-2021 school year, the on-time enrollment period begins October 1 and ends January 31 for any given academic year. All prospective students must complete and submit a timely application for admission in order to be considered for enrollment in the school term following the enrollment period. This requirement is applicable to both preferential and non-preferential applicants. An application is considered to be timely if it has been postmarked or marked as “received” before the end of the on-time enrollment period. 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.

## **Admissions**

All applications received during the on-time enrollment period are automatically accepted for enrollment (*i.e.*, admitted) unless more applications are received than the available enrollment established by the board of directors for the applicable grade(s). In this situation, all submitted applications for such grade(s) are placed in the lottery; however, siblings and foster siblings of admitted students have preference by law and children of staff employed in the school have preference based on school policy.

### **Siblings and Foster Siblings of Admitted Students**

Siblings and foster siblings of currently admitted students who submit an application (sibling applications) before the expiration of the on-time enrollment period are automatically admitted unless the number of sibling applications exceeds the available enrollment established by the Board for the applicable grade(s). If the number of sibling applications exceeds available enrollment in any grade, a 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 foster siblings, the sibling lottery continues and establishes the sibling waiting list (preferential list), which has preference over both the staff-children waiting list and the general waiting list.

### **Children of Staff Employed at Agamim Classical Academy**

Children of staff employed at the school (whose employment is stipulated in advance to total at least 480 hours in a school calendar year) who submit an application before the expiration of the on-time 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 (preferential list) for each such grade, which has preference over the general waiting list.

### **General Lottery**

Agamim gives preference for enrollment to: (1) a sibling of an admitted student and to a foster child of that student's parent, pursuant to Minnesota state law, before accepting other students by lot and (2) children of Agamim Classical Academy staff, pursuant to school policy, before accepting other pupils by lot and (3) remaining students will by lottery.

If the number of applications received during the on-time enrollment period exceeds available enrollment established by the Board for any grade and after all siblings and foster siblings of admitted students who submitted timely applications are already admitted or establish a 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 and foster siblings of already admitted students and excluding applications from children of staff employed at the school) received before the expiration of the on-time enrollment period are included in the general lottery. Students are admitted to the school in the order in which they are assigned by 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 assigned, until all applications are given a lottery number. If a student is admitted through the general lottery and that student has one or more siblings and foster siblings in other grades also subject to a lottery, those siblings and foster siblings are automatically admitted as long as available enrollment, as determined by the Board, remains in the applicable grade(s).

Application to Agamim Classical Academy is considered not public and therefore lotteries are not open to the public. There is, however, at least one witness present in addition to the facilitating Agamim staff member as the electronic lotteries are conducted. The lottery process and the randomized waiting list results are digitally video-recorded. The video-recorded footage is posted to a secure location on Agamim Classical Academy's internal server.

(a) **Applications received after the on-time enrollment period expires** are automatically admitted as long as there is available enrollment, as established by the Board, in the applicable grade and 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.

(b) The School conducts all lotteries through a method of random selection.

(c) If a family declines an available spot, the next child on the waiting list will be offered the spot.

(d) Families who decline an available spot must re-apply to be considered for enrollment.

Once the enrollment period is closed, if there are more applicants than spots available, all timely applicants will be placed on one of two lists by grade: (i.) a preference list of students given a preference by state law or this policy and (ii.) all other applicants. Additions to the preference list and all other applicants will be shuffled by lot, and offers of enrollment will be made to students in the order in which they are listed for each grade until classes are full, first exhausting the preference list, and then proceeding to the remaining non-preference applicants. Applicants previously on the non-preference list who submit a timely application for the upcoming school term will be reshuffled along with all new applicants on the non-preference list.

All applicants still on the waiting list at the beginning of the next enrollment period must submit a new written application for enrollment, and all applicants are subject to the enrollment process described above. *The waiting list does not carry over from year to year.*

#### **IV. OTHER CONDITIONS**

An applicant to Agamim Classical Academy may apply only for one grade. Applicants who wish to be considered for early entrance to kindergarten or whole-grade acceleration must follow the procedures laid out in Agamim Classical Academy's board policies. In regard to early entrance to kindergarten: An application for early admission is not valid until the applicant fulfills the Early Admission to Kindergarten criteria set forth in Agamim Policy 504. Applications that are not valid under Policy 504 before the on-time enrollment season closes will not be considered for the general lottery process.

In all instances, however, Agamim Classical Academy reserves the right to place an enrolled student in the most academically appropriate grade regardless of the student's age.

If two or more applicants move to the preferential status waiting list on the same day, they will maintain the ordinal ranking that they had before. An applicant who has been placed on the preferential status waiting list will continue to have preference for that school year as long as he or she maintains a valid application with the school.

An applicant is eligible to receive preference as the child of a current member of Agamim Classical Academy's faculty after the faculty member has begun his or her term of employment at Agamim Classical Academy. The applicant shall immediately be placed at the end of the existing preferential status waiting list. Again, if two or more applicants move to the preferential status waiting list on the same day, they will maintain the ordinal ranking that they had before. An applicant who has been placed on the preferential status waiting list will continue to have preference for that school year as long as he or she maintains a valid application with the school and his or her parent continues to be an employed member with the school. If the faculty member's term of employment is ended for any reason, the child moves to the end of the non-preferential waiting list.

Siblings and foster siblings enrolling in the same grade will be considered as individual applicants and each will have a separate entry in the lottery.

Applicants will be contacted from the waiting lists as spots become available. Open seats can be filled at any time during the year.

#### **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 carries over from year to year:* All applicants still on the waiting list at the beginning of the next enrollment period must submit a new written application for enrollment to be entered into the lottery. All applicants are subject to the enrollment process described above. Each waiting list is subject to a lottery and is redrawn during each admission process each year. The waiting list does not carry over from year to 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. Siblings and foster siblings enrolling in the same grade will be considered as individuals and each will have a separate entry 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.

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

(6) *Acceptance Period*: The time period a family has to accept or decline an offer of enrollment is based on when the offer of enrollment is made and will be stated in the letter or email and posted on the school's website. Failure to respond to an enrollment offer within the set response time constitutes a declination of the offer.

#### **A. Standards that may not be used for rejection of application.**

The executive director shall establish lottery and enrollment procedures consistent with Minnesota State Law. The school may not use the following standards in determining whether to accept or reject an application for on-time enrollment:

1. previous academic achievement of a student;
2. athletic or extracurricular ability of a student;
3. disabling conditions of a student;
4. a student's proficiency in the English language;
5. the student's place of residence; or
6. previous disciplinary proceedings involving the student. This shall not preclude the school from proceeding with exclusion as allowed by the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 122A.40 – 122A.56.

## AGAMIM CLASSICAL ACADEMY

### AVAILABLE ENROLLMENT BY GRADE

The Board of Agamim Classical Academy establishes the following available enrollment/seats in each grade based on budgetary needs and with an eye to maintaining a close-knit, small school environment. These seats are available for enrollment through the end of the first semester or throughout the second semester at the discretion of the Executive Director. Please note that Agamim Classical Academy’s Board of Directors reserves the right to make provision for grade level under-enrollment, student attrition (re-enrolling students who indicate that they are coming back but do not return on the first day of school), and erosion (new students who have been accepted for offered seats but are absent without excuse on the first day of school), and the school may oversubscribe grades.

#### **Available Enrollment/Seats by Grade:**

Kindergarten	Maximum of 32 per Section
First Grade	Maximum of 32 per Section
Second Grade	Maximum of 32 per Section
Third Grade	Maximum of 32 per Section
Fourth Grade	Maximum of 32 per Section
Fifth Grade	Maximum of 32 per Section
Sixth Grade	Maximum of 32 per Section
Seventh Grade	Maximum of 32 per Section
Eighth Grade	Maximum of 32 per Section

**5. A school governance, management, and administration plan per Minn. Stat. §124E.10, subdivision 1(a)(5).**

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

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

**ADMINISTRATIVE PLAN: EXECUTIVE DIRECTOR ROLES, & RESPONSIBILITIES:**

The Executive Director is responsible for outreach and marketing, enrollment events, hiring and training of staff and faculty, procurement for educational materials and equipment, and operations. The Executive Director serves as the instructional leader of the school in charge of program development and oversight and all faculty professional development, the daily operational manager and supervisor for all staff, partner to the Agamim Classical Academy board in the areas of compliance and mission adherence, and reporting manager to the Minnesota Department of Education (MDE) and to the school's authorizer Novation Education Opportunities (NEO). Evaluation of student assessment data is fundamental to determining if the school has met or is making progress towards meeting its annual goals. Summative evaluation is used to determine the effect of the professional development process on student outcomes. The instructional leadership will analyze student-assessment data, including standardized assessments, quarterly assessments and teacher-generated summative and formative assessments. Student-assessment data will be evaluated in the aggregate as well as broken down into disaggregated groups. The Executive Director will provide updates on the academic progress of the students at regular board meetings.

**BOARD COMMITTEES:** To support the school leadership team and engage key stakeholders in the ongoing continuous improvement of the school, the Agamim Classical Academy Board of Directors will establish a committee structure to include three official board committees and three advisory committees.

Agamim Classical Academy's standing board committees include:

- 1) Governance and Policy (responsible for developing and maintaining policies, recruiting and onboarding board members, developing and managing board member election processes, working with the board chair and executive director to promote strong school governance and leadership, conducting board self-assessment, strategic planning),
- 2) Finance (responsible for financial oversight and long-term viability of the school, oversight of financial reporting to board of directors and to external authorities and organizations to ensure compliance, and
- 3) Marketing and Public Relations (responsible for promoting and raising awareness about Agamim Classical Academy to internal and external audiences, brand development and management, enrollment recruitment and outreach), and each will be chaired or co-chaired by a board director.

The three advisory committees are: Parent Advisory Committee, Curriculum Committee, and Facilities Committee all to be chaired or co-chaired by Agamim Classical Academy's Executive Director.

- 6. Signed agreements from charter school board members to comply with the federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools, per Minn. Stat. §124E.10, subdivision 1(a)(6).**

See the following page.

**OATH OF OFFICE**

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**Board members are trustees**, not just of the assets of the school, but also of the expectations, hopes and dreams of the school community - students, parents and staff. Charter school board members are also trustees for the citizens of Minnesota, responsible for the common good and public funds.

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Signature

BENJAMIN MAURER  
Print name

PARENT  
Seat (Parent, Community Member, Teacher)

8/8/2025  
Date seated

JUNE, 2028  
Date term of seat expires

NOVATION EDUCATION OPPORTUNITIES

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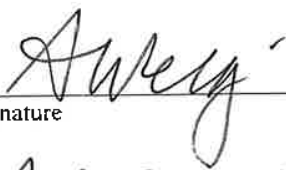
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\_\_\_\_\_  
Signature

ANDREW WEIG  
\_\_\_\_\_  
Print name

PARENT  
\_\_\_\_\_  
Seat (Parent, Community Member, Teacher)

7/1/2023  
\_\_\_\_\_  
Date seated (current)

6/30/2026  
\_\_\_\_\_  
Date term of seat expires

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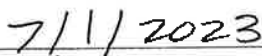
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Signature

  
Print name

  
Seat (Parent, Community Member, Teacher)

  
Date seated

  
Date term of seat expires

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Mollie O'Brien

Signature

Mollie O'Brien

Print name

Parent

Seat (Parent, Community Member, Teacher)

6/2024

Date seated

6/2027

Date term of seat expires

## Novation Education Opportunities

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Lucas Menzies  
Signature

Lucas Menzies  
Print name

Teacher  
Seat (Parent, Community Member, Teacher)

July 1, 2023 (current term)  
Date seated

June 30, 2026  
Date term of seat expires

## Novation Education Opportunities

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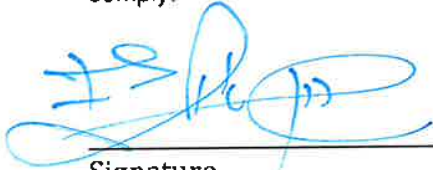
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Signature

Ian Sharon

Print name

Community Member

Seat (Parent, Community Member, Teacher)

7/1/2023 (current term)

Date seated

6/30/2026

Date term of seat expires

## Novation Education Opportunities

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Signature

Donald Elkins

Print name

Teacher

Seat (Parent, Community Member, Teacher)

7/1/2025

Date seated

6/30/2028

Date term of seat expires

## Novation Education Opportunities

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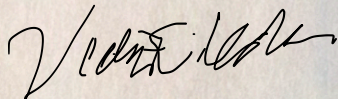
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\_\_\_\_\_  
Signature

Victoria Anderson

\_\_\_\_\_  
Print name

Parent

\_\_\_\_\_  
Seat (Parent, Community Member, Teacher)

7/1/2025

\_\_\_\_\_  
Date seated

6/30/2028

\_\_\_\_\_  
Date term of seat expires

- 7. The criteria, processes, and procedures the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance, consistent with subdivision 3, paragraphs (a) and (b), per Minn. Stat. §124E.10, subdivision 1(a)(7).**

See following pages.

## **NEO Oversight Plan for Operating Schools**

The NEO Oversight Plan serves as a template for all charter schools authorized by NEO. If necessary, this plan may be amended and adapted for specific charter schools. NEO's ongoing oversight of authorized schools will include the following activities:

### **Student/School Academic Performance**

- NEO will review the school academic performance with school leader(s) at a formal site visit at each NEO authorized school using the School's Performance Framework.
- NEO will review, summarize, and use the school academic performance data that MDE reports, including LEA level data for Authorizers to monitor and evaluate progress.
- NEO will publish an Annual Report that includes academic performance data of NEO authorized schools, including areas of strength and improvement.
- NEO will facilitate sharing of effective practices by conducting at least one informal site visit, "learning walk", at each NEO authorized school focused on main strategies for improving student learning and indicators of successful implementation.

### **Climate**

- NEO will review the school climate performance with school leader(s) at a formal site visit at each NEO authorized school using the School's Performance Framework and NEO's Annual Report.
- NEO will publish an Annual Report that includes climate performance data of NEO authorized schools, including attendance and mobility.
- NEO will facilitate sharing of effective practices by conducting at least one informal site visit, "learning walk", at each NEO authorized school focused on main strategies for improving student learning and indicators of successful implementation.

### **Operations/Governance**

- NEO will attend at least two charter school board meetings annually and provide feedback to the school on compliance as well as provide observations and questions for the board to consider in their process of continuous improvement using the Board Meeting Observation Form.
- NEO will collect and review official school records including board meeting minutes and policy revisions and verify compliance using the Operations Monitoring and Evaluation Report for the purpose of monitoring and evaluating compliance, and to provide feedback for continuous improvement.

- NEO will conduct an annual site visit to verify compliance with the items identified in the Operations Monitoring and Evaluation Report, which may be revised depending on areas of compliance that must be verified because of complaints or concerns.
- NEO will review school compliance with required state and NEO reporting deadlines and identify any areas where NEO has concerns based on the provisions of the Contract Agreement.

## **Financial**

- NEO will collect and review school financials via Epicenter for the purpose of monitoring and evaluating compliance and providing feedback for continuous improvement.
- NEO will review the annual budget of the school and provide comment as necessary.
- NEO will review the school's Annual Financial Audit and identify any areas where NEO has concerns based on the provisions of the Contract Agreement and applicable law.
- NEO will use the NEO Stewardship Award in Finance and the NEO Finance Award to recognize and identify exemplary school performance to facilitate sharing of effective practices.

## **Ongoing, Consistent, and Robust Monitoring and Evaluation**

Novation Education Opportunities (NEO), as the authorizing entity, will conduct at least two site visits to each NEO authorized school. One site visit will be an informal site visit, a "learning walk", for the purpose of identifying and facilitating sharing of effective practices. The other site visit will be a formal site visit utilizing the Operations Monitoring and Evaluation Report, either for the purpose of reviewing and verifying school performance for contract renewal, or for reviewing and verifying school performance for performance monitoring. NEO staff and/or NEO Advisors who are experts in overseeing, monitoring and evaluating academics, operations, governance, and finance will be conduct the site visits. The formal site visit will include review of previously requested documents that have not been uploaded to Epicenter to verify compliance. NEO will contact school administration at least one month in advance of the site visit to plan for visiting the school with minimal disruption of its operations.

At least two weeks prior to the formal site visit, NEO will update the Performance Framework and provide the Operations Monitoring and Evaluation Report Template to the school leadership and board chair.

School administration will then have two weeks to review the Performance Framework, with the opportunity to comment on each area. NEO will resolve any discrepancies in information with the school at the formal site visit. The review of the status of the Performance Framework will provide the school leadership, board and NEO, feedback on school progress toward meeting the authorizer-school contract terms including the Performance Framework standards and targets. NEO will also complete the Operations Monitoring and Evaluation Report at the formal site visit.

The School's Performance Framework is incorporated into the school's contract with NEO and defines clear, measurable, and attainable academic, operational and financial performance standards, measures, metrics, targets and weightings. The targets in the Performance Framework are finalized using the most updated school performance baseline data available at the beginning of each contract term.

The Performance Framework is designed to achieve at least one outcome that meets or exceeds expectations adopted by the commissioner for public school students (Comprehensive Achievement and Civic Readiness) per Minnesota Statutes.

The Performance Framework must include a growth measure and target for students below grade level making high growth and students at or above grade level making medium or high growth. The school may use the state assessment growth data as available or growth data from another assessment such as the NWEA MAP.

Because the purpose of the school is to improve all pupil learning and all student achievement and therefore should provide a better option to students in the area served, the Performance Framework must also include the following standard academic performance measures in English Language Arts and Mathematics:

For a satisfactory rating, the percent of students meeting enrollment criteria who meet or exceed standards (score grade-level proficient) will exceed the state for the All, English Learner, Special Education and Free/Reduced Meal student focus groups where data is available and/or demonstrate at least a ten (10) percentage point increase from the baseline results. The baseline results are determined by the results of the prior term.

For a satisfactory rating, the percent of students meeting enrollment criteria who meet or exceed standards (score grade-level proficient) will exceed the resident district for the All, English Learner, Special Education and Free/Reduced Meal student focus groups where data is available.

The resident district is defined as the district in which the greatest percent of students enrolled reside. The Contract Renewal Framework may also include additional academic performance measures that the school and authorizer mutually agree to include.

### **Clear Climate, Operations, and Finance Standards**

Other measurable performance standards and quantifiable targets for the operational period under the initial charter contract are to be mutually agreed upon between the authorizer and the school and incorporated into the Performance Framework in the areas of Climate, Operations, and Finance.

### **Ratings**

There are three levels of ratings: not satisfactory, satisfactory and exemplary. The Performance Framework defines performance requirements for each level. The rating scale is 0 - 2 (zero through two).

For each measure, a school earns 2 (two) points for exemplary performance, 1 (one) point for satisfactory performance, and 0 (zero) points if performance is not satisfactory.

### **Weighting of Performance Measures**

The measures of Academic Performance are weighted equally by default. The school may propose that certain measures be weighted more than others. The school must submit a proposal that includes a rationale and any supporting information for changes in weighting to the NEO Executive Director at the time of contract negotiations. For example, a school may request that the NWEA MAP growth results be weighted more than the results of the MN State Assessments because all students take the NWEA MAP and because the NWEA MAP provides more valid, reliable and consistent results over time.

However, the Academic Performance measures must be weighted more than 50% of the total points of all performance areas including Climate, Operations, and Financial Performance because the primary purpose of the mission driven school is to improve the learning, achievement and success of all students. At the beginning of the contract term the weightings are finalized.

The Executive Director will present the proposal to the NEO Board of Directors and make a recommendation. The NEO Board makes the final decision to enter into or revise contract agreements.

### **Implementation**

NEO and the school will identify the rules for the calculations in the Performance Framework with specifications for example, for collecting, calculating, sharing, and reporting all source data used in the Contract Renewal Framework evaluation as well as a process for verification of all school reported data to ensure that the method of data collection remains valid and consistent during the term of the contract.

### **Combining Data Over the Contract Term**

Annual school performance results will be combined each successive year of the contract term wherever possible so that fluctuation due to small group size will be minimized.

### **Contract Revisions**

Once finalized, the terms of the contract can only be revised if a measure is no longer available or changes, and/or if there is another condition which prevents the school from effectively using that measure of performance. The proposed revision must be submitted in writing along with a rationale for the revision and any supporting information to the NEO Executive Director. The Executive Director will present the proposed revision to the NEO Board of Directors and make a recommendation. The NEO Board makes the final decision to revise contract agreements.

NEO and a charter school may revise the contract for the following material contract changes when applicable:

- A change in Location and address of the school
- A change in contract term
- A significant change to the program such as a site and/or grade level expansion
- A significant change to the education program such as incorporating a STEM focus or other area of focus that was not part of the original charter
- A significant difference in student achievement baseline data from initial assumptions a new school use to set academic performance goals
- A significant change in the state testing that makes current academic performance goals irrelevant
- A significant change to the NEO Renewal Framework Performance Indicator(s)

- Revision to any policy included in the contract
- Any other reason that results in misalignment of the contract and the school conditions agreed upon by both authorizer and charter school.

The school must provide a clear justification for the revision as it relates to one of the reasons previously noted.

The NEO Executive Director will present the request for the revision to the NEO board for consideration.

If the NEO Board approves the revision, the revised contract will be signed and dated by both parties, and the revised contract will be submitted to MDE within 10 days.

### **Contract Renewal Eligibility**

NEO schools must achieve at least a Satisfactory Rating (50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Operations, Finance) to be automatically recommended for a three-year contract renewal and at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.

All contract renewals will be for either three or five years. Fewer than three years does not provide enough information on which to make a renewal decision.

### **Intervention and Corrective Action**

NEO schools that prior to their year of contract renewal fall below a Satisfactory Rating in the Performance Framework overall and/or in any performance area (Academic, Climate, Operations, Finance) must provide a Continuous Improvement Plan to NEO that addresses the specific standards in the Performance Framework where the school performance is below Satisfactory. This plan may be the same plan required by the state accountability system.

### **Closure Plan**

If the school does not meet the terms of the Improvement Plan and attain a Satisfactory Rating by the end of the contract term, the school is a candidate for nonrenewal. If the school's contract is not renewed, the school must implement the Closure Plan as described in the school's contract with NEO.

- 8. For contract renewal, the formal written performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 3, per Minn. Stat. §124E.10, subdivision 1(a)(8). This element does not apply to new school or change in authorizer contracts.**

See the following pages.

<b>Novation Education Opportunities- Agamim Classical Academy Performance Framework</b>
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<b>Agamim Classical Academy</b>
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<b>Date of Last Update/Review: 1/28/2025</b>
--

<b>Contract Term: July 1, 2020- June 30, 2025</b>
---

<b>Baseline Year Results: 2015-2020, 2020-2021</b>
--

<b>Charter Number: 4220</b>
-----------------------------

<b>Initial Year of Operation: 2015</b>
--

<b>The school did not administer the NWEA or MCA in 2019/2020 / 2020-2021 due to the pandemic.</b>
--

**These are the Academic Performance Indicators. They are 51.06% of the points possible.**

**I. All Children are Ready for School**

**I.A Early Literacy and Early Numeracy Goals**

Performance Rating	NWEA MAP for Primary Math Targets (Grade K)			Point Value	Points Earned
<b>Exemplary</b>	More than 70 percent of kindergarten students will demonstrate readiness for 1st grade by reaching a RIT score of 157.11.			<b>4</b>	<b>4</b>
<b>Satisfactory</b>	60-70 percent of kindergarten students will demonstrate readiness for 1st grade by reaching a RIT score of 157.11 in the combined FY 2020-FY 2025.			<b>2</b>	
<b>Not Satisfactory</b>	Less than 60 percent of kindergarten students demonstrate readiness for 1st grade by reaching a RIT score of 157.11.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Meeting Benchmark Score of 157.11</b>	<b>Total Students Tested</b>	<b>Percent of Students Meeting Benchmark</b>	
	Baseline 2015-2020	133	175	76.00%	
	2020-2021	N/A	N/A	N/A	
	2021-2022	20	24	83.33%	
	2022-2023	25	35	71.43%	
	2023-2024	18	21	85.71%	
	2020-2025	63	80	78.75%	
<b>Analysis</b>	The combined percent of Kindergarten students demonstrating readiness is 78.75%.				
Performance Rating	NWEA MAP for Primary Reading Targets (Grade K)			Point Value	Points Earned
<b>Exemplary</b>	More than 70 percent of kindergarten students will demonstrate readiness for 1st grade by reaching a RIT score of 153.09.			<b>4</b>	<b>4</b>
<b>Satisfactory</b>	60-70 percent of kindergarten students will demonstrate readiness for 1st grade by reaching a RIT score of 153.09 in the combined FY 2020-FY 2025.			<b>2</b>	
<b>Not Satisfactory</b>	Less than 60 percent of kindergarten students demonstrate readiness for 1st grade by reaching a RIT score of 153.09.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Meeting Benchmark Score of 153.09</b>	<b>Total Students Tested</b>	<b>Percent of Students Meeting Benchmark</b>	
	Baseline 2015-2020	122	175	69.71%	
	2020-2021	N/A	N/A	N/A	
	2021-2022	15	24	62.50%	
	2022-2023	30	34	88.24%	
	2023-2024	19	21	90.48%	
	2020-2025	64	79	81.01%	
<b>Analysis</b>	The combined percent of Kindergarten students demonstrating readiness is 81.01%.				

II. All Students are Ready for Career and College					
II.A Attain Grade-level Proficiency- All Students State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			<b>2</b>	<b>1</b>
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline years.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			<b>0</b>	
Results	Year	Proficient Students	Total Students Tested	Agamim Percent Proficient	State Percent Proficient
	Baseline 2020-2021	70	157	44.59%	44.53%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	70	157	44.59%	44.53%
	2021-2022	87	165	52.73%	46.49%
	2022-2023	99	168	58.93%	47.27%
	2023-2024	93	172	54.07%	47.61%
	2019-2024	349	662	52.72%	46.54%
Analysis	The school's combined proficiency rate of 52.72% is 6.18 percentage points higher than the state's combined proficiency rate of 46.54%. From the baseline years 2020-2021 rate of 44.59% the school's proficiency increased to 54.07%, an increase of 9.48 percentage points.				
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			<b>2</b>	<b>1</b>
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline years.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			<b>0</b>	
Results	Year	Proficient Students	Total Students Tested	Agamim Percent Proficient	State Percent Proficient
	Baseline 2020-2021	88	159	55.35%	51.74%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	88	159	55.35%	51.74%
	2021-2022	90	162	55.56%	51.14%
	2022-2023	106	166	63.86%	50.17%
	2023-2024	95	172	55.23%	50.21%
	2019-2024	379	659	57.51%	50.79%
Analysis	The school's combined proficiency rate of 57.51% is 6.73 percentage points higher than the state's combined proficiency rate of 50.79%. From the baseline years 2020-2021 rate of 55.35% the school's proficiency decreased to 55.23%, a decrease of 0.11 percentage points.				

II.B Attain Grade-level Proficiency- All Students Resident District (Minneapolis) Comparison					
<b>Performance Rating</b>	<b>MCA-Math Goals (Grades 3-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	<b>2</b>
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Agamim Percent Proficient</b>	<b>Minneapolis Percent Proficient</b>
	Baseline 2020-2021	70	157	44.59%	35.21%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	70	157	44.59%	35.21%
	2021-2022	87	165	52.73%	35.02%
	2022-2023	99	168	58.93%	37.62%
	2023-2024	93	172	54.07%	38.66%
	2019-2024	349	662	52.72%	36.74%
<b>Analysis</b>	The school's combined proficiency rate of 52.72% is 15.98 percentage points higher than the resident district's combined proficiency rate of 36.74%.				
<b>Performance Rating</b>	<b>MCA-Reading Goals (Grades 3-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	<b>2</b>
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Agamim Percent Proficient</b>	<b>Minneapolis Percent Proficient</b>
	Baseline 2020-2021	88	159	55.35%	45.32%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	88	159	55.35%	45.32%
	2021-2022	90	162	55.56%	43.69%
	2022-2023	106	166	63.86%	43.46%
	2023-2024	95	172	55.23%	43.49%
	2019-2024	379	659	57.51%	43.89%
<b>Analysis</b>	The school's combined proficiency rate of 57.51% is 13.62 percentage points higher than the resident district's combined proficiency rate of 43.89%.				

III. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency)					
III.A Attain Grade-level Proficiency- SPED Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			<b>2</b>	<b>2</b>
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline years.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Agamim Percent Proficient</b>	<b>State Percent Proficient</b>
	Baseline 2020-2021	7	22	31.82%	23.33%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	7	22	31.82%	23.33%
	2021-2022	7	24	29.17%	25.12%
	2022-2023	14	30	46.67%	25.86%
	2023-2024	15	39	38.46%	26.05%
	2019-2024	43	115	37.39%	25.19%
<b>Analysis</b>	The school's combined proficiency rate of 37.39% is 12.21 percentage points higher than the state's combined proficiency rate of 25.19%. From the baseline years 2020-2021 rate of 31.82% the school's proficiency increased to 38.46%, an increase of 6.64 percentage points.				
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			<b>2</b>	<b>2</b>
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline years.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Agamim Percent Proficient</b>	<b>State Percent Proficient</b>
	Baseline 2020-2021	8	24	33.33%	25.68%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	8	24	33.33%	25.68%
	2021-2022	7	24	29.17%	25.86%
	2022-2023	15	29	51.72%	25.76%
	2023-2024	17	39	43.59%	25.50%
	2019-2024	47	116	40.52%	25.69%
<b>Analysis</b>	The school's combined proficiency rate of 40.52% is 14.82 percentage points higher than the state's combined proficiency rate of 25.69%. From the baseline years 2020-2021 rate of 33.33% the school's proficiency increased to 43.59%, an increase of 10.26 percentage points.				

III.B Attain Grade-level Proficiency- SPED Focus Group Resident District Comparison					
<b>Performance Rating</b>	<b>MCA-Math Goals (Grades 3-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	<b>2</b>
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Agamim Percent Proficient</b>	<b>Minneapolis Percent Proficient</b>
	Baseline 2020-2021	7	22	31.82%	16.24%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	7	22	31.82%	16.24%
	2021-2022	7	24	29.17%	16.55%
	2022-2023	14	30	46.67%	19.80%
	2023-2024	15	39	38.46%	21.04%
	2019-2024	43	115	37.39%	18.64%
<b>Analysis</b>	The school's combined proficiency rate of 37.39% is 18.75 percentage points higher than the resident district's combined proficiency rate of 18.64%.				
<b>Performance Rating</b>	<b>MCA-Reading Goals (Grades 3-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	<b>2</b>
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>Agamim Percent Proficient</b>	<b>Minneapolis Percent Proficient</b>
	Baseline 2020-2021	8	24	33.33%	18.82%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	8	24	33.33%	18.82%
	2021-2022	7	24	29.17%	20.31%
	2022-2023	15	29	51.72%	22.89%
	2023-2024	17	39	43.59%	23.48%
	2019-2024	47	116	40.52%	21.61%
<b>Analysis</b>	The school's combined proficiency rate of 40.52% is 18.91 percentage points higher than the resident district's combined proficiency rate of 21.61%.				

IV. All Students are Ready for Career and College (as Measured by Growth)					
IV.A Meet or Exceed National Growth Norms- Students Below Grade Level Making High Growth					
Performance Rating	NWEA Fall- Spring MAP Math Growth Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students will achieve their NWEA MAP Growth Target.			2	0
<b>Satisfactory</b>	50-60 percent of students will achieve their NWEA MAP Growth Target in the combined FY 2020-FY 2025.			1	
<b>Not Satisfactory</b>	Less than 50 percent of students achieve their NWEA MAP Growth Target.			0	
<b>Results</b>	<b>Year</b>	<b>Students Achieving NWEA Growth Target</b>	<b>Total Students Tested</b>	<b>Percent Achieving NWEA MAP Growth Target</b>	
	Baseline 2015-2020	29	84	34.52%	
	2020-2021	N/A	N/A	N/A	
	2021-2022	17	48	35.42%	
	2022-2023	25	52	48.08%	
	2023-2024	33	69	47.83%	
	2020-2025	75	169	44.38%	
<b>Analysis</b>	The combined percent of students achieving their NWEA Math Growth Target is 44.38%.				
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students will achieve their NWEA MAP Growth Target.			2	1
<b>Satisfactory</b>	50-60 percent of students will achieve their NWEA MAP Growth Target in the combined FY 2020-FY 2025.			1	
<b>Not Satisfactory</b>	Less than 50 percent of students achieve their NWEA MAP Growth Target.			0	
<b>Results</b>	<b>Year</b>	<b>Students Achieving NWEA Growth Target</b>	<b>Total Students Tested</b>	<b>Percent Achieving NWEA MAP Growth Target</b>	
	Baseline 2015-2020	28	83	33.73%	
	2020-2021	N/A	N/A	N/A	
	2021-2022	26	49	53.06%	
	2022-2023	27	56	48.21%	
	2023-2024	50	83	60.24%	
	2020-2025	103	188	54.79%	
<b>Analysis</b>	The combined percent of students achieving their NWEA Math Growth Target is 54.79%.				

IV.B Meet or Exceed National Growth Norms- Students Below Grade Level Making High Growth					
Performance Rating	NWEA Fall- Spring MAP Math Growth Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve more than 150 percent of the NWEA target growth.			2	
<b>Satisfactory</b>	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve 120-150 percent of the NWEA target growth in the combined FY 2020-FY 2025.			1	
<b>Not Satisfactory</b>	Less than 50 percent of the students below grade level achieve their NWEA expected growth target AND/OR the students below grade level who achieve their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
<b>Results</b>	<b>Year</b>	<b>Aggregate of Actual RIT Growth Points Made</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	<b>Percent of Students Below Grade Level Who Made Expected Growth</b>
	Baseline 2015-2020	577	537	107.45%	34.52%
	2020-2021	N/A	N/A	N/A	N/A
	2021-2022	353	474	74.47%	35.42%
	2022-2023	411	494	83.20%	48.08%
	2023-2024	603	637	94.66%	47.83%
	2020-2025	1367	1605	85.17%	44.38%
<b>Analysis</b>	The combined average growth is 85.17% and the percent of students who made expected growth is 44.38%.				
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve more than 150 percent of the NWEA target growth.			2	
<b>Satisfactory</b>	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve 120-150 percent of the NWEA target growth in the combined FY 2020-FY 2025.			1	
<b>Not Satisfactory</b>	Less than 50 percent of the students below grade level achieve their NWEA expected growth target AND/OR the students below grade level who achieve their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
<b>Results</b>	<b>Year</b>	<b>Aggregate of Actual RIT Growth Points Made</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	<b>Percent of Students Below Grade Level Who Made Expected Growth</b>
	Baseline 2015-2020	510	362	140.88%	33.73%
	2020-2021	N/A	N/A	N/A	N/A
	2021-2022	429	450	95.33%	53.06%
	2022-2023	468	493	94.93%	48.21%
	2023-2024	895	688	130.09%	60.24%
	2020-2025	1792	1631	109.87%	54.79%
<b>Analysis</b>	The combined average growth is 109.87% and the percent of students who made expected growth is 54.79%.				

IV.C Meet or Exceed National Growth Norms- Students At or Above Grade Level Making Medium or High Growth					
Performance Rating	NWEA Fall- Spring MAP Math Growth Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students will achieve their NWEA MAP Growth Target.			<b>2</b>	<b>1</b>
<b>Satisfactory</b>	50-60 percent of students will achieve their NWEA MAP Growth Target in the combined FY 2020-FY 2025.			<b>1</b>	
<b>Not Satisfactory</b>	Less than 50 percent of students achieve their NWEA MAP Growth Target.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Achieving NWEA Growth Target</b>	<b>Total Students Tested</b>	<b>Percent Achieving NWEA MAP Growth Target</b>	
	Baseline 2015-2020	107	203	52.71%	
	2020-2021	N/A	N/A	N/A	
	2021-2022	48	89	53.93%	
	2022-2023	62	114	54.39%	
	2023-2024	68	103	66.02%	
	2020-2025	178	306	58.17%	
<b>Analysis</b>	The combined percent of students achieving their NWEA Math Growth Target is 58.17%.				
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students will achieve their NWEA MAP Growth Target.			<b>2</b>	<b>1</b>
<b>Satisfactory</b>	50-60 percent of students will achieve their NWEA MAP Growth Target in the combined FY 2020-FY 2025.			<b>1</b>	
<b>Not Satisfactory</b>	Less than 50 percent of students achieve their NWEA MAP Growth Target.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Achieving NWEA Growth Target</b>	<b>Total Students Tested</b>	<b>Percent Achieving NWEA MAP Growth Target</b>	
	Baseline 2015-2020	110	202	54.46%	
	2020-2021	N/A	N/A	N/A	
	2021-2022	30	81	37.04%	
	2022-2023	56	108	51.85%	
	2023-2024	53	87	60.92%	
	2020-2025	139	276	50.36%	
<b>Analysis</b>	The combined percent of students achieving their NWEA Math Growth Target is 50.36%.				

IV.D Meet or Exceed National Growth Norms- Students At or Above Grade Level Making Medium or High Growth					
Performance Rating	NWEA MAP Fall-Spring Growth- Math Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	Students will achieve a combined growth of more than 120 percent of the average NWEA growth target for the students at or above grade level as measured by the NWEA MAP Fall-Spring assessment.			2	1
<b>Satisfactory</b>	Students will achieve a combined growth of 100-120 percent of the average NWEA growth target for the students at or above grade level as measured by the NWEA MAP Fall-Spring assessment.			1	
<b>Not Satisfactory</b>	Students will achieve a combined growth of less than 100 percent of the average NWEA growth target for the students at or above grade level as measured by the NWEA MAP Fall-Spring assessment.			0	
<b>Results</b>	<b>Year</b>	<b>Aggregate of Actual RIT Growth Points Made</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	<b>Percent of Students At or Above Grade Level Who Made Expected Growth</b>
	Baseline 2015-2020	2177	2158	100.88%	52.71%
	2020-2021	N/A	N/A	N/A	N/A
	2021-2022	881	910	96.81%	53.93%
	2022-2023	1065	1060	100.47%	54.39%
	2023-2024	1123	942	119.21%	66.02%
	2020-2025	3069	2912	105.39%	58.17%
<b>Analysis</b>	The combined average growth is 105.39% and the percent of students who made expected growth is 58.17%.				
Performance Rating	NWEA MAP Fall-Spring Growth- Reading Targets (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	Students will achieve a combined growth of more than 120 percent of the average NWEA growth target for the students at or above grade level as measured by the NWEA MAP Fall-Spring assessment.			2	0
<b>Satisfactory</b>	Students will achieve a combined growth of 100-120 percent of the average NWEA growth target for the students at or above grade level as measured by the NWEA MAP Fall-Spring assessment.			1	
<b>Not Satisfactory</b>	Students will achieve a combined growth of less than 100 percent of the average NWEA growth target for the students at or above grade level as measured by the NWEA MAP Fall-Spring assessment.			0	
<b>Results</b>	<b>Year</b>	<b>Aggregate of Actual RIT Growth Points Made</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	<b>Percent of Students At or Above Grade Level Who Made Expected Growth</b>
	Baseline 2015-2020	1008	1131	89.12%	54.46%
	2020-2021	N/A	N/A	N/A	N/A
	2021-2022	251	439	57.18%	37.04%
	2022-2023	500	536	93.28%	51.85%
	2023-2024	472	423	111.58%	60.92%
	2020-2025	1223	1398	87.48%	50.36%
<b>Analysis</b>	The combined average growth is 87.48% and the percent of students who made expected growth is 50.36%.				

IV.E MCA Continuously Enrolled Student Results					
Performance Rating	MCA Spring- Spring Math Improvement Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 70 percent of continuously enrolled students meet or exceed grade level state standards			<b>4</b>	<b>2</b>
<b>Satisfactory</b>	50-70 percent of continuously enrolled students meet or exceed grade level state standards			<b>2</b>	
<b>Not Satisfactory</b>	Less than 50 percent of continuously enrolled students meet or exceed grade level state standards			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Exceeding or Meeting State Standards</b>	<b>Total Students Tested</b>	<b>Percent Meeting or Exceeding State Standards</b>	
	Baseline 2015-2020	155	263	58.94%	
	2020-2021	N/A	N/A	N/A	
	2021-2022	55	100	55.00%	
	2022-2023	48	100	48.00%	
	2023-2024	42	71	59.15%	
	2020-2025	145	271	53.51%	
<b>Analysis</b>	The combined percent of continuously enrolled students that meet or exceed grade level state standards is 53.51%.				
Performance Rating	MCA Spring- Spring Reading Improvement Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 70 percent of continuously enrolled students meet or exceed grade level state standards			<b>4</b>	<b>2</b>
<b>Satisfactory</b>	50-70 percent of continuously enrolled students meet or exceed grade level state standards			<b>2</b>	
<b>Not Satisfactory</b>	Less than 50 percent of continuously enrolled students meet or exceed grade level state standards			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Exceeding or Meeting State Standards</b>	<b>Total Students Tested</b>	<b>Percent Meeting or Exceeding State Standards</b>	
	Baseline 2015-2020	150	263	57.03%	
	2020-2021	N/A	N/A	N/A	
	2021-2022	59	100	59.00%	
	2022-2023	58	100	58.00%	
	2023-2024	46	72	63.89%	
	2020-2025	163	272	59.93%	
<b>Analysis</b>	The combined percent of continuously enrolled students that meet or exceed grade level state standards is 59.93%.				

These are the Climate Performance Indicators. They are 12.77% of the points possible.

V. The School Conditions Promote a Climate of Engagement					
V.A Attendance Rates					
Performance Rating	Consistent Attendance Rate Goals (Grades K-8)			Point Value	Points Earned
<b>Exemplary</b>	More than 95 percent attendance rate.			<b>4</b>	<b>2</b>
<b>Satisfactory</b>	90-95 percent attendance rate in the combined FY 2020-FY 2025.			<b>2</b>	
<b>Not Satisfactory</b>	Below 90 percent attendance rate.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Consistent Attendance Rate</b>			
	Baseline 2015-2018	93.60%			
	2019-2020	98.68%			
	2020-2021	95.98%			
	2021-2022	88.49%			
	2022-2023	92.34%			
	2023-2024	92.13%			
<b>Analysis</b>	The combined average attendance rate is 93.52%.				
V.B Parent Satisfaction					
Performance Rating	5-Point Parent Satisfaction Survey Goals			Point Value	Points Earned
<b>Exemplary</b>	More than 80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			<b>4</b>	<b>4</b>
<b>Satisfactory</b>	60-80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school in the combined FY 2020-FY 2025.			<b>2</b>	
<b>Not Satisfactory</b>	Less than 60 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Number of Parents Agreeing or Strongly Agreeing</b>	<b>Total Number of Parents</b>	<b>Parent Satisfaction Survey Percent</b>	<b>Percent Participation of Parent Respondents</b>
	Baseline 2015-2019	325	330	98.48%	60.11%
	2019-2020	61	85	71.76%	29.82%
	2020-2021	86	99	86.87%	34.74%
	2021-2022	59	66	89.39%	23.16%
	2022-2023	33	33	100.00%	11.58%
	2023-2024	105	109	96.33%	32.25%
2019-2024	344	392	87.76%	26.52%	
<b>Analysis</b>	The combined average parent satisfaction rate is 87.76%.				

V.C School Climate- Student Discipline Referrals					
Performance Rating	Goals for Student Discipline Referrals (Grades K-5)			Point Value	Points Earned
<b>Exemplary</b>	Less than 2 percent of students will be suspended from school.			<b>2</b>	<b>1</b>
<b>Satisfactory</b>	2-4 percent of students will be suspended from school in the combined FY 2020-FY 2025.			<b>1</b>	
<b>Not Satisfactory</b>	Greater than 4 percent of students will be suspended from school.			<b>0</b>	
Results	Year	Student Discipline Referrals	Total Students	Student Discipline Referrals Percent	
	Baseline 2015-2019	20	924	2.16%	
	2019-2020	4	319	1.25%	
	2020-2021	1	317	0.32%	
	2021-2022	17	311	5.47%	
	2022-2023	15	288	5.21%	
	2023-2024	18	278	6.47%	
	2019-2024	55	1513	3.64%	
Analysis	The combined average student discipline referral rate is 3.64%.				
V.D Mobility					
Performance Rating	Mobility Goals (Grades K-5)			Point Value	Points Earned
<b>Exemplary</b>	Fewer than 10 percent of students transfer out of school after October 1.			<b>2</b>	<b>2</b>
<b>Satisfactory</b>	10 - 15 percent of students transfer out of school after October 1 in the combined FY 2020-FY 2025.			<b>1</b>	
<b>Not Satisfactory</b>	More than 15 percent of students transfer out of school after October 1.			<b>0</b>	
Results	Year	Students Transferring After October 1	Total Students Enrolled October 1	Mobility Percent	
	Baseline 2015-2019	65	793	8.20%	
	2019-2020	37	310	11.94%	
	2020-2021	18	318	5.66%	
	2021-2022	28	294	9.52%	
	2022-2023	31	267	11.61%	
	2023-2024	16	278	5.76%	
	2019-2024	130	1467	8.86%	
Analysis	The combined average mobility rate is 8.86%.				

These are the Operations Performance Indicators. They are 21.28% of the total Performance Framework points possible.

VI. School is Compliant with Contract and Statute			
VI.A Compliance			
Performance Rating	Compliance Goals	Point Value	Points Earned
Exemplary	No infractions.	20	20
Satisfactory	No more than three infractions AND any infraction is resolved by assigned deadline in the combined FY 2020-FY 2025.	10	
Not Satisfactory	More than three infractions or infractions not resolved by assigned deadline.	0	
Analysis	The school did not have any outstanding infractions from prior years at the time of contract renewal.		

**These are the Finance Performance Indicators. They are 14.89% of the total Performance Framework points.**

**VII. School is Financially Solvent/Sustainable**

**VII.A Finance Awards**

Performance Rating	Goals for Awards	Point Value	Points Earned
Exemplary	NEO Stewardship Award in Finance Recipient	4	4
Satisfactory	Finance Award Recipient	2	
Not Satisfactory	Not a Finance Award Recipient	0	
<b>Analysis</b>	The school earned the FY24 Finance Award (formerly administered by MDE but since it was discontinued by MDE, it is now administered by NEO) for FY23 financial reporting and the FY24 NEO Stewardship Award. NEO has clarified in all future contracts that NEO identifies Finance Award recipients.		

**VII.B Fund Balance**

Performance Rating	Fund Balance Goals	Point Value	Points Earned						
Exemplary	Reserve is at least three months' expenditures (20%) as measured by end of year reserves.	4	4						
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserves in FY 2024.	2							
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserves.	0							
<b>Results</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Fund Balance</th> <th>Expenditures</th> <th>SOD Calculation</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$1,150,496</td> <td style="text-align: center;">\$4,763,897</td> <td style="text-align: center;">24.15%</td> </tr> </tbody> </table>	Fund Balance	Expenditures	SOD Calculation	\$1,150,496	\$4,763,897	24.15%		
Fund Balance	Expenditures	SOD Calculation							
\$1,150,496	\$4,763,897	24.15%							
<b>Analysis</b>	The school has built a fund balance reserve of 24.15% in 2023-2024. NEO has clarified in all future contracts that 20% is the reserve threshold for exemplary.								

**VII.C Financial Audit**

Performance Rating	Financial Audit Goals	Point Value	Points Earned
Exemplary	No findings cited in the audit.	4	4
Satisfactory	No more than one finding (nonmaterial) cited in the audit in FY 2024.	2	
Not Satisfactory	More than one finding cited in the audit.	0	
<b>Analysis</b>	There were no findings cited in the FY24 audit.		

**VII.D Enrollment Indicator**

Performance Rating	Enrollment (Grades K-5)	Point Value	Points Earned																																
Exemplary	More than 100 percent of students who transferred out of school after October 1 are back-filled within the combined FY 2020-FY 2025.	2	0																																
Satisfactory	80-100 percent of students who transferred out of school after October 1 are back-filled within the combined FY 2020-FY 2025.	1																																	
Not Satisfactory	Less than 80 percent of students who transferred out of school after October 1 are back-filled within the combined FY 2020-FY 2025.	0																																	
<b>Results</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Year</th> <th>Students Enrolling After October 1</th> <th>Total Students Who Withdrew After October 1</th> <th>Back-filled Percent</th> </tr> </thead> <tbody> <tr> <td>Baseline 2015-2019</td> <td style="text-align: center;">69</td> <td style="text-align: center;">65</td> <td style="text-align: center;">141.54%</td> </tr> <tr> <td>2019-2020</td> <td style="text-align: center;">27</td> <td style="text-align: center;">37</td> <td style="text-align: center;">72.97%</td> </tr> <tr> <td>2020-2021</td> <td style="text-align: center;">16</td> <td style="text-align: center;">18</td> <td style="text-align: center;">88.89%</td> </tr> <tr> <td>2021-2022</td> <td style="text-align: center;">15</td> <td style="text-align: center;">28</td> <td style="text-align: center;">53.57%</td> </tr> <tr> <td>2022-2023</td> <td style="text-align: center;">11</td> <td style="text-align: center;">31</td> <td style="text-align: center;">35.48%</td> </tr> <tr> <td>2023-2024</td> <td style="text-align: center;">5</td> <td style="text-align: center;">16</td> <td style="text-align: center;">31.25%</td> </tr> <tr> <td>2019-2024</td> <td style="text-align: center;">74</td> <td style="text-align: center;">130</td> <td style="text-align: center;">56.92%</td> </tr> </tbody> </table>	Year	Students Enrolling After October 1	Total Students Who Withdrew After October 1	Back-filled Percent	Baseline 2015-2019	69	65	141.54%	2019-2020	27	37	72.97%	2020-2021	16	18	88.89%	2021-2022	15	28	53.57%	2022-2023	11	31	35.48%	2023-2024	5	16	31.25%	2019-2024	74	130	56.92%		
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<b>Analysis</b>	The combined average back-fill enrollment rate is 56.92%.																																		

**Contract Renewal and Intervention**

Schools must achieve at least a Satisfactory Rating (50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Compliance, Finance) to be automatically recommended for a three-year contract renewal.

Schools must achieve at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.

Schools that earn less than 50% of the points possible overall or in any one area are a candidate for a nonrenewal in their final contract year or intervention in the other contract years.

**Summary and Analysis**

Based on information available to date, Agamim Classical Academy has earned 71 points out of a total of 94 points possible, 75.53%.

Based on the evaluation, Agamim Classical Academy is recommended for a 5-year charter contract renewal.

Academic Performance Points Earned	30		
Academic Performance Total Points Possible	48		
Academic Performance Percent of Points Earned	62.50%		
Academic Performance Percent of Total Framework Points	51.06%		
Climate Performance Points Earned	9		
Climate Performance Total Points Possible	12		
Climate Performance Percent of Points Earned	75.00%		
Climate Performance Percent of Total Framework Points	12.77%		
Operations Performance Points Earned	20		
Operations Performance Total Points Possible	20		
Operations Performance Percent of Points Earned	100.00%		
Operations Performance Percent of Total Framework Points	21.28%		
Finance Performance Points Earned	12		
Finance Performance Total Points Possible	14		
Finance Performance Percent of Points Earned	85.71%		
Finance Performance Percent of Total Framework Points	14.89%		
Performance Framework Points Earned	71		
Performance Framework Total Points Possible	94		
Performance Framework Percent of Total Points	75.53%		

**9. Types and amounts of insurance liability coverage the charter school must obtain, consistent with Minn. Stat. §124E.03, subdivision 2(d), per Minn. Stat. §124E.10, subdivision 1(a)(9). Minn. Stat. §124E.03, subdivision 2(d) notes that a charter school is a district for the purposes of tort liability under chapter 466. Chapter 466.04 details the specific required insurance amounts.**

See Section 6 Operating Requirements Subsection 6.14. Insurance of this Agreement.

**10. Consistent with Minn. Stat. §124E.09, paragraph (d), a provision to indemnify and hold harmless from any suit, claim, or liability arising from any charter school operation: 1) the authorizer and its officers, agents, and employees; and 2) notwithstanding 3.736, the commissioner and department officers, agents, and employees; per Minn. Stat. §124E.10, subdivision 1(a)(10).**

See Section 6 Operating Requirements Subsection 6.15. Assumption of Liability of this Agreement.

**11. The term of the contract, which for an initial contract may be up to five years plus a preoperational planning period, or for a renewed contract or a contract with a new authorizer after a transfer of authorizers, may be up to five years, if warranted by the school's academic, financial, and operational performance per Minn. Stat. §124E.10, subdivision 1(a)(11).**

Effective date: July 1, 2025

Expiration date: June 30, 2026

**12. How the charter school board of directors or the charter school operators will provide special instruction and services for children with a disability under Minn. Stat. §§125A.03 to 125A.24, and 125A.65, and a description of the financial parameters within which the charter school will provide the special instruction and services to children with a disability, per Minn. Stat. §124E.10, subdivision 1(a)(12).**

Guided by the federal Individuals with Disabilities Education Act (IDEA) and Minnesota regulations, the School ensures all special education students receive a free and appropriate public education guided by the Individualized Education Program (IEP), which results in a comprehensive plan addressing needs specific to individual students.

The School offers programs and services for students who have met special education eligibility in any of the thirteen disability areas identified in Minnesota Rules Chapter 3525.

The School also follows requirements pertaining to districts special education responsibilities found in the United States Code, title 20, chapter 33, sections 1400 et seq., and Code of Federal Regulations, title 34, part 300.

After enrollment of each student, the School will proceed with the request for transfer documents including any assessment results and existing IEP or 504 plans for the students.

After enrollment, in the initial registration form and conference with family, information will also be collected. The School will use a Special Needs "Child Find Process" continuously to identify, provide interventions for and if warranted, assess students for placement in Special Education and/504 services and develop the appropriate IEP.

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

- **Child Find:** A child find process for identifying and potentially referring students for intervention and/or assessment of special education needs will include:
  - o Special education information in marketing materials, on the school's web site, and in brochures
  - o Information requested on Transfer of Records request.
  - o Examination of records of incoming students.
  - o Parental Request for evaluation.
  - o A child study team will monitor and research the needs of any child suggested for assessment, service and/or other help.
  - o Classroom teachers will be in-serviced on pre-referral and referral procedures
    - Procedures necessary to ensure parents are consulted, informed, and kept apprised.
    - Proper management of a student IEP including the provision and monitoring of all required educational and related services.

- The various forms and documents that must be prepared, updated and filed related to a special needs student including initial referrals, and more.
  - A procedure for maintaining confidentiality and accurate and timely reporting.
  - Data collections as required by IDEA, and the state; for example, the number of students being provided special education services; the types and numbers of students exempted from state assessments; the basis of exit of students with disabilities from the school.
- **IEP:** The Case Manager will follow all Special Education due process laws. The Case Manager will facilitate an annual IEP meeting to review students' progress, strengths, weaknesses, present level performance, and consult with all team members including parents regarding students' progress or lack of progress. Goals and objectives will be written in accordance to students' disabilities and needs. The team will also review and discuss appropriate adaptations, modifications, test assessments, technology needs and transportation needs. After the meeting, the Case Manager will follow Minnesota Special Education best practice policies; which is to have the IEP written and sent out within 4 days, giving parents 10 days to review the IEP. The IEP will be implemented after the IEP has been agreed upon and signed by the parent or after the 14 days are up. At this time, all relevant teachers will be notified of the student's adaptations and modifications of the IEP. The goals and objectives will be monitored and reported in writing as often as the general education student body is monitored as reported, and parents will be notified of progress in writing.
  - **Staffing:** The School contracts with a third party to serve as the Special Education Director to provide leadership and guidance in special education. With the assistance of the contracted third-party special education director, the school has developed a Total Special Education System Manual to comply with all state and federal requirements as outlined, to ensure that the needs of special education students are met. In addition, the school hires a Special Education Teacher (multiple licenses preferred) and as many HQ Special Education Assistants as required by the IEPs. All Special Education staffing and supplies are outlined in the school's budget, including the SPED director in the Budget. Currently, over 90% of the expenditures for SPED are billed to the home district of student residence and the school will receive additional resources from Federal SPED payments.

#### **504 Plans:**

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

- **Child Find:** Similar to the special education program, a child find process for identifying and potentially referring students for determination of eligibility 504 needs will include:
  - o Special education information in marketing materials, on the school's web site, and in brochures
  - o Information requested on Transfer of Records request.
  - o Questions asked on home visits.
  - o Examination of records of incoming students.
  - o Parental Request for evaluation.

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

• **Staffing:** As a small charter school, the School assigns the duties of 504 plans with assistance from the SPED director.

The School acknowledges the provisions of Minnesota Statutes 124E, and rules regarding its obligation to provide certain data to the Commissioner. When 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 as required a description of the financial parameters within which the school will operate to provide special education instruction and services to such children.

**13. The specific conditions for contract renewal that identify performance of all students under the primary purpose of Minn. Stat. §124E.01, subdivision 1, as the most important factor in determining whether to renew the contract, per Minn. Stat. §124E.10, subdivision 1(a)(13).**

The primary purpose of Agamim Classical Academy is to improve the learning, achievement, and success of all students. The specific conditions for contract renewal that identify performance under the primary purpose as the most important factor in determining contract renewal, are as follows.

The Academic Performance Indicators are worth a total of 48 points out of 92 points possible, 52.17% of the total Performance Framework points possible. Because the majority of points possible are based on Academic Performance Indicators, performance under the primary purpose of improving the learning, achievement, and success of all students is the most important factor in determining contract renewal. For a description of the Academic Performance Indicators see Item (3) of the Addendum to this Agreement: (3) A description of the School program and the specific academic and nonacademic outcomes that pupils must achieve.

School authorized by NEO must achieve at least a Satisfactory Rating (at least 50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Operations, Finance) to be automatically recommended for a three-year contract renewal and at least an Exemplary Rating (at least 70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.

All contract renewals will be for either three or five years. Fewer than three years does not provide enough information on which to make a renewal decision. A three-year term may be extended based on the extenuating circumstances.

**14. The additional purposes under Minn. Stat. §124E.01, subdivision 1, and related performance obligations under clause (7) contained in the charter contract as additional factors in determining whether to renew the contract, per Minn. Stat. §124E.10, subdivision 1(a)(14).**

The additional purpose of Agamim Classical Academy is to increase quality learning opportunities for all pupils.

The Climate Performance Indicators are worth 13.04% of the total Performance Framework points possible, the Operations Performance Indicators are worth 21.74% and the Finance Performance Indicators are worth 13.04%. These indicators measure student attendance, parent satisfaction, student retention, legal compliance and fiscal health.

NEO and Agamim Classical Academy have determined that these additional indicators are important for the school's capacity to achieve the additional purposes and therefore serve as additional factors in determining contract renewal.

For a description of the Climate, Operations and Finance Performance Indicators see Item (3) of the Addendum to this Agreement: (3) A description of the School program and the specific academic and nonacademic outcomes that pupils must achieve.

School authorized by NEO must achieve at least a Satisfactory Rating (at least 50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Operations, Finance) to be automatically recommended for a three-year contract renewal and at least an Exemplary Rating (at least 70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.

All contract renewals will be for either three or five years. Fewer than three years does not provide enough information on which to make a renewal decision. A three-year term may be extended based on the extenuating circumstances.

15. **Per Minn. Stat. §124E.10, subdivision 1(b), the plan for an orderly closing of the school under chapter 317A, that establishes the responsibilities of the school board of directors and the authorizer, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract. The plan must establish who is responsible for: (1) notifying the commissioner, school district in which the charter school is located, and parents of enrolled students about the closure; (2) providing parents of enrolled students information and assistance to enable the student to re-enroll in another school; (3) transferring student records under Minn. Stat. §124E.03, subdivision 5, paragraph (b), to the student's resident school district; and (4) closing financial operations.**

### **School Closure Plan**

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

The Authorizer will oversee and monitor the implementation of this School closure plan, including collection of all required documents and required reporting.

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

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

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

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

	Responsible Party	Timeline for Completion	Actual Completion	Status
<b>Financial and Legal</b>				
Create an escrow account to cover closure costs. Segregate by School Board resolution in a separate checking account to be used for legal, accounting, and other expenses to dissolve the School.	School			
Reconcile final General Education Aid amount.	School			
Track all Special Education expenditures (Special Education information required during a School closure is essentially the same information that would be required during a Special Education Fiscal Monitoring visit).	School			
Track expense information (save all invoices) for federal Planning Grant; coordinate grant wrap-up with MDE liaison including submission of final Expenditure Report.	School			
Notify the landlord that during the wind-up of the School's affairs, it is anticipated that the School Board will use the School Facility, and access thereto should be maintained, even if only by advance notice in order to access assets, etc. In the event that the landlord sells or rents the School Facility before the winding up of the School's affairs, the School must relocate its business records and remaining assets to a location with operational telephone service and voice message capability, and maintain custody of business records until all business and transactions are completed, and the School corporation dissolved. Reconcile final Lease Aid amount.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
<p>Examine contracts with vendors and arrange for their termination – seek to fulfill contractual requirements to the greatest extent possible given the School's resources.</p> <p>If the local education agency (LEA) contracts with an outside vendor to complete fiscal work specify how financial information will be accessed until dissolution.</p> <p>Retain records of past contracts with proof that they were fully paid. Telephone, gas, electric, water, insurance for example should remain operative through the end of classes and to the extent necessary to wind up the School's affairs beyond that time.</p>	School			
<p>Ensure safe keeping of the School's physical assets, financial assets, and the facility during the shutdown process.</p> <p>Auction/sell assets in a manner that avoids conflicts of interests.</p> <p>Protect assets against theft, misappropriation and deterioration.</p> <p>Maintain insurance as until final dissolution.</p> <p>No later than 30 days prior to the end of classes, all of the School's assets must be inventoried. Provide the Authorizer with a copy of the inventory and separately identify assets purchased with federal grant dollars and owned by any entity other than the School.</p>	School			
<p>Formulate list of creditors and debtors and any amounts accrued and unpaid. Provide this list to the Authorizer. Solicit from each creditor a final accounting of the School's accrued and unpaid debt.</p> <p>Negotiate a settlement of debts. Within thirty (30) days the School must contact all debtors and demand payment.</p> <p>Debtors include persons who owe the School fees or credits and any person holding property of the School.</p>	School			
<p>The School must reconcile its billings and payments with the districts, including special education payments.</p>	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Provide for disposal of the School's assets according to Minnesota Chapter 317A.	School			
Liquidate or close bank accounts according to schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, and for final audit and dissolution. Cancel corporate credit cards and lines of credit. Change authorized signatures on accounts as needed.	School			
File final tax returns and reports.	School			
Arrange for final audit. File as requested by Minn. Stat. §124E.	School			
Close out all State and Federal grants.	School			
All liabilities and obligations of the School must be paid and discharged to the extent of the School's assets. Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools. An itemized receipt must be obtained from each recipient of an asset containing name, address and telephone number of the recipient. In closing out any federal grant and accounting for federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
<b>Notifications and Miscellaneous</b>				
Notify the Minnesota Department of Education and the Commissioner and schedule the MDE audit, as applicable.	School and Authorizer			
After an employee termination date is established, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with Applicable Law and regulations (i.e. COBRA), including healthcare, health insurance, life insurance, dental plans, eyeglass plans, cafeteria plans, teacher retirement plans and other.	School			
Notify employees of eligibility for Minnesota Unemployment Insurance pursuant to any applicable law and regulations. In the event that the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the end of classes, and additional reserve funds should be set aside.	School			
Notify the local School district of the closure, including 1) the closure date, 2) students that they will be getting, 3) a phone number/contact person to call for records, and 4) notification regarding cessation and transportation services if applicable. Provide the Authorizer with a copy of the notice.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Within 30 days, formulate a list of all contractors with contracts in effect; the list should briefly describe the service and whether any property such as the photocopier is related to the contract. Notify the contractors regarding cessation of School operations. If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain. Provide the Authorizer with a copy of the notice.	School			
As required by the contractual notice requirements, cancel School district or private transportation services.	School			
Notify the local media of the School closure – communicate proactively and attending to the positive aspects of the charter school movement as well as the specific circumstances leading to this School’s closure	School			
Notify the Offices of the Minnesota Secretary of State and Attorney General	School			
Notify the IRS of the dissolution of the education corporation and its 501(C)(3) status and any address change of the School contact, and file required tax returns and reports.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Interim and Final Statements of Notification to Authorizer: No later than 10 days after the end of classes, prepare and submit to the Authorizer the status of all contracts and other obligations of the School and all funds including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing 1) all creditors and any amounts paid to them, 2) any amounts of debt, 3) all amounts owed to School by debtors, 4) all income generated through sale and auction of assets. No later than 10 days prior to filing of a dissolution proceeding, the School must provide a final statement to the Authorizer with all of the above information.	School			
The School Board must follow the dissolution provisions provided by Applicable Law. The Board must adopt an intent to dissolve resolution which includes the plan of dissolution, secure any required affirmation/approvals, file notice of intent to dissolve with the Minnesota Secretary of State and the Minnesota Attorney General's office, publish notice for unknown creditors and provide written notice to known, distribute assets. The Board must approve the Articles of Dissolution and file them with the Secretary of State as well as provide a copy to the Authorizer.	School			

**16. The agreed-upon fee structure the authorizer will annually assess the school, per Minn. Stat. §124E.10, subdivision 3(b).**

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

## 17. The plan to address any outstanding obligations from the previous contract.

- **The plan to accelerate growth for students below grade level in math is...**
  - We have a multifaceted plan to help accelerate growth for scholars:
    - Use Fall MAPS Math assessment data (K-8) to determine which students are below grade level and give them the FastBridge Math assessment to determine more specific levels of need. Use Spring MAPS data from prior year also to help inform which students may need more layers of intervention.
    - Send home an initial goal/plan (right away in the fall after assessments) and regular progress reports and goals to families of students below grade level. Conduct regular meetings with families as needs require to ensure all families are clear throughout the year on their child's grade level proficiency status and goals.
    - Secure and implement a math diagnostic assessment to pinpoint students' individual needs as the basis for small group/individualized instruction in tier 2.
    - Implement tier 1 small groups for homeroom math teachers to address gaps in instruction for each lesson and help remediate students' larger grade level proficiency gaps.
    - Meet immediately with families whose children are below grade level and create a learning partnership plan for school and home.
    - Implement flexible tier 2 intervention groups (in addition to MN Math Corps groups) to provide student-specific instruction tied directly to their individual needs as revealed by their MAPS, FastBridge, and any other diagnostic or progress monitoring assessments.
    - Progress monitor students weekly who are below grade level using the FastBridge progress monitoring tool. Implement a fact test (addition, subtraction, multiplication and division) tracker as well.
    - Implement Eureka Squared Math program K-8 to ensure all students have access to high quality instructional materials in the tier 1 and 2 programs.

- Secure and implement a high-quality instructional curriculum for tier 3/special education and ensure students receiving tier 3 math services also have access to tiers 1 and 2 (or at least two layers of) math instruction.
  - Post skills videos and send homework/activities that families can apply at home to provide additional, relevant practice in critical need areas to help their child’s academic progress at home.
  - Ensure homeroom math and interventionist math teachers receive regular coaching from peers and leaders to ensure they are seeing models of and delivering high quality planning, instruction, management, and learning routines.
  - Ensure proper test preparation and family communication for testing dates, needs, importance, etc.
  - Ensure proper test environment for each student, especially students below grade level.
- **The plan to improve growth for students at or above grade level in reading is...**
    - We have a multifaceted plan to help accelerate growth for scholars:
      - Use Fall MAPS Reading assessment data (K-8) to determine which students are at or above grade level. Use Spring MAPS data from prior year also to help inform which students may need more layers of targeted intervention/acceleration.
      - Implement tier 1 small groups for homeroom reading teachers (K-8) to ensure students are challenged and accessing grade level or above grade level material.
      - Progress monitor monthly (FastBridge Reading K-3, Capti Read Basix 4-8) to help ensure students who have been at or above grade level remain there and show gains.
      - Progress monitor fluency growth on a weekly basis (for all students) and have students track their progress against the grade level standard and higher grade level standards.

- Implement Core Knowledge Language Arts (CKLA) curriculum and ensure homeroom teachers are providing effective instruction to help students achieve high levels of reading, writing, listening, and speaking with grade level or higher material.
  - Post skills videos and send homework/activities that families can apply at home to provide additional, relevant practice in any gap areas or to enrich learning.
  - Ensure homeroom reading/literature teachers receive regular coaching from peers and leaders to ensure they are seeing models of and delivering high quality planning, instruction, management, and learning routines—specifically focused on students at or above grade level.
  - Notify families immediately after testing cycles if students who are typically scoring at or above grade level have dropped and create an action plan together.
- **The plan to improve growth for students at or above grade level in math is...**
    - We have a multifaceted plan to help accelerate growth for scholars:
      - Use Fall MAPS math assessment data (K-8) to determine which students are at or above grade level. Use Spring MAPS data from prior year also to help inform which students may need more layers of targeted intervention/acceleration.
      - Implement tier 1 small groups for homeroom math teachers (K-8) to ensure students are challenged and accessing grade level or above grade level content/skills/reasoning practice.
      - Progress monitor monthly (FastBridge Math or other progress monitoring tool) to help ensure students who have been at or above grade level remain there and show gains.
      - Implement higher quality instructional curriculum (Eureka Squared) school-wide and ensure homeroom teachers are providing effective instruction to help students achieve high levels of conceptual and procedural practice. Support the increased level or rigor during small group/independent practice time in math class.

- Post skills videos and send homework/activities that families can apply at home to provide additional, relevant practice in any gap areas or to enrich learning.
- Ensure homeroom reading/literature teachers receive regular coaching from peers and leaders to ensure they are seeing models of and delivering high quality planning, instruction, management, and learning routines—specifically focused on students at or above grade level.
- Notify families immediately after testing cycles if students who are typically scoring at or above grade level have dropped and create an action plan together.

- **The plan to address enrollment is...**

- We are testing the authenticity of enrollments in ways we have not done before: We are surveying new enrollments to determine how likely they are to enroll in our school or to determine if we are their backup choice. We are insisting on tours for every student, and if they do not tour, we do not include them in our expected enrollment.
- Our middle school program is being revamped into a homeroom model as our school is too small to hire, sustain, and afford the middle school model of students rotating to multiple teachers. This model is hard to hire for (limitations of licensure, expertise - especially science, math, and history) and difficult to find experienced teachers who have content and management skill. This results in a less successful, less rigorous, less mission-aligned, and less managed program, and long-time students tend to be the ones who leave midyear due to unsuccessful programming. So, we are moving away from this challenging model and going to a homeroom model K-8 where students do not have the volume of travel time between classes (saves learning minutes and reduces opportunities for behavior issues) and instead have a consistent and skillful teacher to lead their rigorous classical learning and manage our loving school culture better for every single student. The homeroom model also allows for greater teacher collaboration across subjects, which we hope will improve instruction and instructional culture, minimize student disruption and time off task, advance all learners, and help retain more students and staff.

- Pair new families with successful returning families to help guide them into the school culture and support their growth as a family.
- Create buddy classrooms/houses for students to have partnership and a culture of belonging across grade levels.

**18. The Charter School Board membership roster.**

See the following page.

Agamim Board Roster

Name	E-mail	Position (Chair, Vice Chair, Secretary, Treasurer)	Seat (Parent, Community Member, Teacher with File Folder #)	Term Start and Term End Dates
Morton, Miranda	mmorton@agamim.org	Ex-Officio Director	N/A	N/A
Ben Mauer	ben@agamim.org	Chair	Parent Member	7/1/2024 6/30/2027
Rhiannon Beckendorf	Rhiannon@agamim.org	Vice-Chair	Parent Member	7/1/2023 6/30/2026
Andrew Weig	Andrew.weig@gmail.com	Treasurer	Parent Member	7/1/2023 6/30/2026
Donald Elkins	delkins@agamim.org	Clerk	Teacher #1020292 Expires June 2029	7/1/2025 6/30/2028
Victoria Anderson	victoria@agamim.org	Member	Parent Member	7/1/2025 6/30/2028
Lucas Menzies	lmenzies@agamim.org	Member	Teacher #499905 Expires June 2026	7/1/2023 6/30/2026
Mollie O'Brien	mollie@agamim.org	Member	Parent Member	7/1/2024 6/30/2027
Ilan Sharon	llan@agamim.org	Member	Community Member	7/1/2023 6/30/2026
Open Seat			Community Member	7/1/25 6/30/28

**19. Copy of School's Certificate of Incorporation or Good Standing issued by the Minnesota Secretary of State's Office.**

See the following page.

**Office of the Minnesota Secretary of State  
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Agamim Classical Academy  
Date Filed: 06/03/2010  
File Number: 3866099-2  
Minnesota Statutes, Chapter: 317A  
Home Jurisdiction: Minnesota

This certificate has been issued on: 05/27/2026



Steve Simon  
Secretary of State  
State of Minnesota

**20. Copy of School's Articles of Incorporation stamped with the filing date.**

See the following pages.

State of Minnesota

**SECRETARY OF STATE**

CERTIFICATE OF INCORPORATION

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

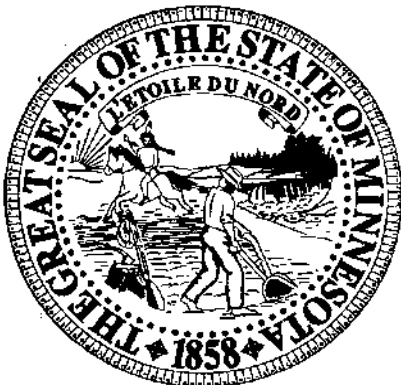
This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Hebrew Language Academy of the Twin Cities

Corporate Charter Number: 3866099-2

Chapter Formed Under: 317A

This certificate has been issued on 06/03/2010.



*Mark Ritchie*  
Secretary of State.

NP-OR

ARTICLES OF INCORPORATION  
OF  
HEBREW LANGUAGE ACADEMY OF THE TWIN CITIES

The undersigned incorporator(s), (a) natural person(s) 18 years of age or older, in order to form a corporate entity under Minnesota Statutes, Chapter 317A, adopt(s) the following articles of incorporation.

ARTICLE I  
NAME/REGISTERED OFFICE

The name of this corporation shall be: Hebrew Language Academy of the Twin Cities.  
The corporation's registered office is located at: 2139 Pinehurst Avenue, St. Paul MN 55166.

ARTICLE II  
PURPOSE

This corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including, for such purposes, the making of distributions to organizations that also qualify as Section 501(c)(3) exempt organizations. To this end, the corporation shall operate a Minnesota public charter school. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

ARTICLE III  
LIMITATIONS

At all times the following shall operate as conditions restricting the operations and activities of the corporation:

1. No part of the net earnings of the corporation shall inure to any member of the corporation not qualifying as exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended (hereinafter, "the Code"), nor to any Director or officer of the corporation, nor to any other private persons, excepting solely such reasonable compensation that the corporation shall pay for services actually rendered to the corporation, or allowed by the corporation as a reasonable allowance for authorized expenditures incurred on behalf of the corporation;
2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public (except as otherwise provided in subsection (h) of Section 501 of the Code),

and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office;

3. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code; and

4. The corporation shall not lend any of its assets to any officer or director of this corporation [unless such loan program is regularly conducted as part of the activities of the organization and the qualification of the individual to participate in same is determined by a panel comprised solely of non-Board members], or guarantee to any person the payment of a loan by an officer or director of this corporation.

#### **ARTICLE IV** **DIRECTORS/MEMBERS**

The corporation shall have voting members as specified in Minnesota Statutes Section 124D.10, or its successor, which governs the operation of Minnesota charter schools, and the corporation's Bylaws. The management and affairs of the corporation shall be at all times under the direction of a Board of Directors, whose operations shall be defined by Minnesota Statutes Section 124D.10 and the corporation's bylaws. No director shall have any right, title, interest in or to any property of the corporation.

#### **ARTICLE V** **DEBT OBLIGATIONS AND PERSONAL LIABILITY**

No member (whensoever members exist), officer or Director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall the property of those parties be subject to the payment of the debts or obligations of this corporation, except to the extent that federal or State law shall mandate individual party responsibility for tax obligations or trustee-impres funds.

#### **ARTICLE VI** **DISSOLUTION**

Upon the time of dissolution of the corporation, assets shall be distributed by the Board of Directors, after paying or making provisions for the payment of all debts, obligations, liabilities, costs and expenses of the corporation, in accord with a plan of dissolution properly noticed to the Attorney General in accord with Minnesota Statutes section 317A.811 (as now enacted or hereafter amended) for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (or the corresponding section of any future federal tax code), or shall be or distributed to the federal government, or to a state or local government, for a public

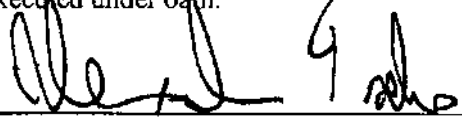
purpose.

**ARTICLE VII  
INCORPORATOR**

The incorporator of this corporation is:

Alexander Tselos  
2139 Pinchurst Avenue  
Saint Paul Minnesota 55166

The undersigned incorporator certifies both that he executes these Articles for the purposes herein stated, and that by such execution, he affirms the understanding that should any of the information in these Articles be intentionally or knowingly misstated, he is subject to the criminal penalties for perjury set forth in Minnesota Statutes 609.48 as if this document had been executed under oath.

  
\_\_\_\_\_  
Incorporator

5/28/10  
Date

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED *pc*

JUN 03 2010

*Monk Fitchie*  
Secretary of State

3866099-2

NP Bas Name

CERTIFICATE OF AMENDMENT

OF Hebrew Language Academy of the Twin Cities

THE UNDERSIGNED, Alex Tselos, hereby certifies that he is the duly elected, qualified and acting President of the Board of Directors of Hebrew Language Academy of the Twin Cities, a Minnesota Corporation formed under and/or pursuant to Chapter 317A, Minnesota Statutes; that the resolutions set forth below were adopted and approved pursuant to Chapter 317A, Minnesota Statutes; and that such resolutions have not been amended, repealed, or modified and are in full effect on the date hereof:

Resolved, that the Articles of Incorporation of Hebrew Language Academy of the Twin Cities be and hereby are amended by amending the following paragraphs.

ARTICLE I

NAME

The name of this organization shall be Agamim Hebrew Language Charter School.

And be it,

RESOLVED FURTHER, that the President of the Board of Directors of the corporation is hereby authorized and directed to make, execute and acknowledge a certificate embracing the foregoing resolution of amendment and to cause such certificate to be filed and recorded in the manner required by law.

Dated:

8/31/12

Signed:

Alex Tselos

STATE OF MINNESOTA DEPARTMENT OF STATE FILED

[Signature]

SEP 06 2012

Monk Peterson Secretary of State

3866099-2



# Office of the Minnesota Secretary of State

## Minnesota Business & Nonprofit Corporations

### Amendment to Articles of Incorporation

Minnesota Statutes, Chapter 302A or 317A



Read the instructions before completing this form.

Filing Fee: \$55 for expedited service in-person and online filings, \$35 for mail

1. Corporate Name: (Required)

AGAMIM HEBREW LANGUAGE CHARTER SCHOOL

List the name of the company prior to any desired name change

2. This amendment is effective on the day it is filed with the Secretary of State, unless you indicate another date, no later than 30 days after filing with the Secretary of State.

[ ]

Format: (mm/dd/yyyy)

3. The following amendment(s) to articles regulating the above corporation were adopted: (Insert full text of newly amended article(s) indicating which article(s) is (are) being amended or added.) If the full text of the amendment will not fit in the space provided, attach additional pages.

ARTICLE [ ]

AGAMIM HEBREW LANGUAGE CHARTER SCHOOL  
HEREBY AMENDS ITS ARTICLES TO UPDATE THE SCHOOL'S NAME TO:  
AGAMIM CLASSICAL ACADEMY  
This update will BE INTEGRATED THROUGHOUT THE ARTICLES.

4. This amendment has been approved pursuant to Minnesota Statutes, Chapter 302A or 317A.

5. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

Egstroke - BOARD CHAIR

Signature of Authorized Person or Authorized Agent

1 April 2015

Date

#### Email Address for Official Notices

Enter an email address to which the Secretary of State can forward official notices required by law and other notices:

INFO@AGAMIM.ORG

Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.

#### List a name and daytime phone number of a person who can be contacted about this form:

Egstroke ERICA STROHL 612.716.1760

Contact Name

Phone Number

Entities that own, lease, or have any financial interest in agricultural land or land capable of being farmed must register with the MN Dept. of Agriculture's Corporate Farm Program.

Does this entity own, lease, or have any financial interest in agricultural land or land capable of being farmed?  
Yes  No



**Work Item 823629700031**  
**Original File Number 3866099-2**

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED  
04/27/2015 11:59 PM

*Steve Simon*

Steve Simon  
Secretary of State

**Office of the Minnesota Secretary of State**  
**Minnesota Business & Nonprofit Corporations**  
**Amendment to Articles of Incorporation**

*Minnesota Statutes, Chapter 302A or 317A*



**Read the instructions before completing this form.**

**Filing Fee: \$55 for expedited service in-person and online filings, \$35 for mail**

Note: Information provided when filing a business entity is public data and may be viewable online. This includes but is not limited to all individual names and addresses.

1. File Number:

2. Corporate Name: (Required)

*List the name of the company prior to any desired name change*

3. This amendment is effective on the day it is filed with the Secretary of State, unless you indicate another date, no later than 30 days **after** filing with the Secretary of State.

Format: (mm/dd/yyyy)

4. The following amendment(s) to articles regulating the above corporation were adopted: (Insert full text of newly amended article(s) indicating which article(s) is (are) being amended or added.) If the full text of the amendment will not fit in the space provided, attach additional pages.

ARTICLE

No member (whenever members exist), officer or Director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall the property of those parties be subject to the payment of the debts or obligations of this corporation, except to the extent that federal or State law shall mandate individual party responsibility.

5. This amendment has been approved pursuant to Minnesota Statutes, Chapter 302A or 317A.

6. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

Signature of Authorized Person or Authorized Agent

Date

**Email Address for Official Notices**

Enter an email address to which the Secretary of State can forward official notices required by law and other notices:

Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.

**List a name and daytime phone number of a person who can be contacted about this form:**

Contact Name

Phone Number

**Entities that own, lease, or have any financial interest in agricultural land or land capable of being farmed must register with the MN Dept. of Agriculture's Corporate Farm Program.**

Does this entity own, lease, or have any financial interest in agricultural land or land capable of being farmed?

Yes  No

[Print](#)

[Reset](#)



**Work Item 1566443400022**  
**Original File Number 3866099-2**

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED  
**06/25/2025 11:59 PM**

*Steve Simon*

Steve Simon  
Secretary of State

**21. Copy of the School's current (signed) bylaws adopted and approved by the School's board of directors.**

See the following pages.

**AGAMIM CLASSICAL ACADEMY**  
**BYLAWS**

**ARTICLE I**  
**OFFICES**

The registered office of the corporation in the State of Minnesota is 5300 France Avenue South, Edina, MN 55410 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**

Agamim Classical Academy f/k/a Agamim Hebrew Language Charter School, a Minnesota nonprofit corporation, ("**Agamim**" or the "**School**") has as its purpose 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. The ongoing board must be elected before the school completes its third year of operation, and then conduct elections annually to fill member vacancies.
2. Number and Qualifications of Directors. The composition of the School's Board of Directors shall be as set forth in this Section.
  - (a) Agamim's Board of Directors shall have at least five (5) non-related members and include:
    - i. at least one licensed teacher who is employed as a teacher at the School or who is under contract with the School to provide at least 720 hours of instruction, and who:
      1. is a qualified teacher either serving as a teacher of record in a field in which the individual has a field license, or providing services to students the individual is licensed to provide (defined in 122A.16); and
      2. does NOT serve in an administrative or supervisory capacity for more than 240 hours in a school calendar year;
    - ii. at least one parent or legal guardian of a student enrolled in the School who is not an employee of the School; and
    - iii. at least one community member who resides in Minnesota, who is not employed by the School, and who does not have a child enrolled in the School.
  - (b) The structure of the School's Board of Directors is a majority of parents/legal guardians. The number of Directors who are parents/legal guardians of students enrolled at the School shall at all times be at least one more than the greater of:
    - a. the number of Directors who are licensed teachers employed at the School; or
    - b. the number of Directors who are interested community members.

- (c) A licensed teacher employed at the School who, is simultaneously the parent/legal guardian of a student enrolled in the School shall only be eligible to serve as a Director in the licensed teacher category. No School employees shall serve on the board other than teachers under clause (a)(i).
- (d) Contractors providing facilities, goods, or services to a School shall not serve on the School's Board of Directors.
- (e) No contractor, employee, agent, or board member of the School's authorizer shall serve on the School's Board of Directors.
- (f) No person who serves in any capacity (elected or ex-officio) on another charter school's board of directors is permitted to serve on the School's Board of Directors at the same time. The School's administrator may be permitted to serve on another charter school's board in an ex-officio capacity in accordance with the rules listed in Minn. Stat. § 124E.12 Subd. 2 (undergoing a 2/3rds vote of approval of both boards and notice sent to the School's authorizer upon approval).
- (g) An employee of the School cannot serve on the School's Board of Directors, except as a teacher member under clause (a)(i).
- (h) The School's Board of Directors can change its governance structure only by:
  - i. A majority vote of the board,
  - ii. A majority vote of licensed teachers employed by the school who provide instruction to students, and
  - iii. Obtaining the approval of the School's authorizer.

3. Ex Officio Nonvoting Board Members. Ex officio nonvoting seats on the Board shall include those individuals serving in the roles noted below, or who are created and filled by law, or by action of the Board of Directors, and are otherwise exempt from the School's election process for voting Board seats. The following shall sit as ex officio nonvoting members of the Board of Directors:

- a) The school leader; and
- b) A representative of the School's parent organization.

4. Powers. The Board of Directors shall conduct or direct the affairs of the School and exercise its powers, subject to the limitations of Minnesota Statutes, Chapter 317A and Section 24E, the Articles of Incorporation, these Bylaws, and by any other controlling law. The Board of Directors may delegate the management of the activities of the School to others. The Board may exercise all powers and perform any acts which are not prohibited by law, by the Articles or by these Bylaws, all as may be amended, including but not limited to the following specific powers:

- a) To select and remove officers, agents, and employees of the School, to prescribe powers and duties for them, and to fix their compensation;
- b) To govern and oversee the affairs and activities of the School, and to make rules and regulations;

- c) To enter into contracts, leases, and other agreements which are, in the judgment of the Board of Directors, necessary or desirable in obtaining the purposes of promoting the interests of the School;
- 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, Section 124E.09 and the limitations noted in these bylaws; and
- g) To remove Directors.

5. Election of Board of Directors

- a) Eligible Voters. Staff members employed at the school, and all parents or legal guardians of children enrolled in the School are eligible to vote to elect the members of the School's Board of Directors.
- b) Selecting Possible Candidates
  - i. Board officers and members of the Governance Committee should recruit for talent needs on the Board regularly, in preparation for Board elections.
  - ii. The Board will solicit nominations for Board members through the School bulletin at least 30 days prior to the election.
  - iii. Interested Board candidates must complete an application form and send it to the Board Chair via the Board Chair's email as identified on the School website by the established deadline. The Board Chair will share all completed applications with the Board.
  - iv. The Board Chair shall present the prospective candidates to the Board, either by sharing candidate applications or by hosting a live or virtual candidate forum.
- c) Elections.
  - i. Board elections must be held during the school year on a day when the school is open.
  - ii. Board election dates and voting procedures will be advertised to eligible voters at least 30 calendar days prior to the election day by posting the information on the School's website.

- iii. Interested Board candidates must complete an application by the established deadline. The Board also recommends that all interested candidates: (1) attend a Board meeting and (2) serve on at least one committee prior to nomination to serve on the Board.
- iv. The School will notify eligible voters of the candidate's names, biographies, and candidate statements at least 10 calendar days before the election and will post this information on the School's website.
- v. The election policies and procedures will be outlined by the Governance Committee and published on the School's website.
- vi. Each eligible voter may only vote one time.
- vii. Once all votes are tabulated, the newly appointed Directors will be notified and announced in the School's all-school communications (e.g., website, bulletin/newsletter) to take their place on the Board of Directors on July 1<sup>st</sup>.

6. Term of Office

- a) Commencement Terms of office for elected Directors shall begin on July 1<sup>st</sup> in the year of election.
- b) Staggered Terms. The Board of Directors shall be staggered so that the terms of office of approximately one-third (1/3) of the Directors shall expire each year. The Secretary of the Board shall maintain a schedule of the classifications and terms of office for all seats on the Board of Directors.
- c) Length of Term. 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 the parent/legal guardian has a child enrolled at the School;
  - ii. A licensed teacher employed by the School may serve as a Director only so long as he/she is so-licensed and employed;
  - iii. An interested community member may serve as a Director only so long as he/she meets the statutory qualifications for such category;
  - iv. A Director appointed to fill a vacancy shall hold office through June 30 of the School term in which their appointment occurs.
- d) Directors may be re-elected to successive terms and may serve simultaneously as officers.
- e) An individual may serve on the Board or as an officer of the Board no more than ten (10) consecutive terms.
- f) The Board of Directors may exercise all its powers notwithstanding any vacancy or vacancies in its number.

7. Director Training Requirements. All School Directors and nonvoting ex-officio members must complete required training as described in this Section.

- a) New Directors must complete training on the following topics before their term begins on July 1<sup>st</sup>: charter school board’s role and responsibilities, open meeting law, and data practices law.
  
- b) New Directors must complete training on the following topics within 12 months of the start of their term:
  - i. employment policies and practices under Minn. Stat., Chapter 181;
  - ii. public school funding and financial management; and
  - iii. board roles and responsibilities regarding student success, achievement, and performance.
  
- c) Directors must complete annual training as determined, based on an annual assessment of the training needs of individual Directors and the full Board, by the Board in its August meeting or as needed thereafter, which will include training on the following topics:
  - i. Budgeting,
  - ii. financial management
  - iii. recruiting and hiring a charter school director or chief administrator
  - iv. evaluating a charter school director or chief administrator
  - v. governance-management relationships
  - vi. student support services
  - vii. student discipline
  - viii. state standards
  - ix. cultural diversity
  - x. succession planning
  - xi. strategic planning
  - xii. program oversight and evaluation
  - xiii. compensation systems
  - xiv. human resources policies
  - xv. effective parent and community relationships
  - xvi. authorizer contract and relationships
  - xvii. charter school law
  - xviii. legal liability
  - xix. board recruitment and elections
  - xx. board meetings and operations
  - xxi. policy development and review
  - xxii. school health and safety
  
- d) The Board will ensure the following reporting with respect to the training required under this Section.
  - i. The School will certify completion of the training required under this Section.
  - ii. The School will include the training each Director completed during the previous year in its annual report.
  - iii. The Board will ensure that an annual assessment of its performance is conducted and the results are reported in the School’s annual report.

- e) Directors who do not complete training within the 12-month period are automatically ineligible to continue to serve on the Board and ineligible to be elected or appointed to the Board for a period of 18 months.
- f) Ex-officio members of the Board must complete required training within 3 months of starting employment at the School, which will be certified by the School.
- g) The School will cover costs related to the training provided under this Section.

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. 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 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 of Directors shall remove any Director who has failed to attend three or more of the Board's regular meetings in any one-year period regardless of the reason.

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.

- a) Process for Filling Vacancies. Any vacancy on the Board of Directors may be filled, consistent with Article III, Section 2 (Number and Qualifications of Directors), by the appointment of a new Director by the affirmative vote of a majority of the remaining Directors, even if less than a quorum. In the event the Board wishes to fill a vacancy, the Board Chair, in consultation with the Governance Committee, shall nominate candidates and make recommendations to the Board. The Board may also consider candidates other than those nominated or recommended by the Chair to fill a vacancy. A Director filling a vacancy shall hold office for the term as forth in Section 6 above.

- b) Selecting Possible Candidates for Appointment.

- i. Board officers and members of the Governance Committee should regularly recruit for talent needs on the Board when considering a possible appointment.
- ii. The Board will solicit nominations for Board member appointments and determine a timeline for review of nominations.
- iii. Interested Board candidates must complete an application form and send it to the Board Chair via the Board Chair's email as identified on the School website by the established deadline. The Board Chair will share all completed applications with the Board. The Board also recommends that all interested candidates for appointment: (1) attend a Board meeting and (2) serve on at least one committee prior to nomination to serve on the Board.

11. Compensation. Directors shall not receive compensation for their services; however, the Directors of the School may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to the School as the Board of Directors from time to time determines such services to be directly in furtherance of the purposes and in the best interests of the

School. Notwithstanding the foregoing, Directors who are also employees of the School shall be entitled to reasonable compensation for services rendered to the School as employees, provided that no part of the compensation of an employee of the School shall be compensation for services as a Director.

#### **ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS**

1. Open Meeting Law. Meetings of the Board of Directors and all standing and ad hoc committees shall comply with 2023 Minnesota Statutes, Chapter 13D (the “Minnesota Open Meeting Law”) and other applicable law.
2. Place of Meetings. Board meetings may be held at the School building 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 of Directors. The Board of Directors shall meet no less than ten (10) times per fiscal year.
4. Annual Meeting. An annual meeting shall be held in August for the purpose of transacting such business as comes before the Board (e.g. strategic planning, evaluating mission and vision, electing officers).
5. Special Meetings. Special meetings of the Board of Directors may be called at any time for any purpose by the Board Chair. The Board Chair shall call a special meeting of the Board of Directors upon the written request of a majority of the Directors.
6. Cancellation of Meetings. The Board Chair may cancel a meeting with reasonable cause and shall ensure the Board meets at least 10 times per fiscal year.
7. 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, except, if the meeting is adjourned for longer than 24 hours, notice of the adjournment shall be given in the same manner as for special meetings.
8. Notices of Meetings. Notices of meetings of all 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 the School's register. 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 provide written notice of the date, time, place, and purpose of the meeting on

the School website or in the School bulletin or via School email or School text message. Notice to Directors, parents/guardians, School employees 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 the School's website, by email, and/or other digitally-transmitted technologies.

9. Agendas for Meetings. The Board Chair shall set the agendas for meeting of the Board of Directors. Any Director, parent/legal guardian of a student enrolled in the School, employee of the School, or student enrolled in the School may request that an item be placed on the agenda of the next regular Board of Directors 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. It is within the discretion of the Board Chair to decide whether to include requested topics in the agenda, where operational matters will be directed to the school to respond.

10. 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.

11. Public Comment at Meetings. A minimum of fifteen (15) minutes shall be reserved at each regular meeting for comments before the Board by parents/legal guardians of students enrolled in the School, employees of the School, students enrolled in the School, and interested community members. The Board Chair may 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 and, with respect to votes on appropriations of money, the minutes shall record the vote of each Director, except for payment of judgements and amounts fixed by statute. Minutes of Board meetings shall be published on the School's website within 30 days following the earlier of the date the minutes were approved by the Board or the next regularly scheduled Board meeting, and shall remain posted for at least one year after the date of publication.

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 direction 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 a vote at a meeting duly held at which a quorum is present are the actions and decisions of the Board of Directors 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 of Directors may continue to transact business 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 vote on all matters to be decided by the resolution of the Board of Directors. Voting by proxy shall not be allowed.

## **ARTICLE VI COMMITTEES AND PURPOSE**

1. Standing Committees. The Board of Directors shall establish such standing committees as it deems necessary.

2. Appointment of Committee Chairs. The Board Chair may solicit interest and appoint committee chairs to the standing committees.

3. Ad Hoc Committees. The Board of Directors 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 of Directors shall appoint a chair who may, but need not, be a Director. The Board of Directors 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 of Directors. Each Board member must serve as a member of at least one committee. At least once per year, the Board shall consider appointing non-Directors for official committee membership based on their interest and prior attendance and participation in meetings of the committees. Official members of a committee may vote on actions of the committee.

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 voting 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 of Directors. Committee actions are recommendations until approved by the full Board of Directors, and committees do not have Board-delegated authority.

6. Committee Meetings. The activities of all committees of the School shall be conducted in such manner as will advance the best interests of the School. 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 of Directors and Directors. Each committee shall meet at such times and places as provided by its rules or by resolution of the Board of Directors. 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 on recommendations for Board consideration.

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

9. Minutes. Each committee chair shall maintain a record of the minutes and shall submit such records to the individual responsible for preparing the Board agenda and materials, and minutes will be available upon request of the Board Chair. The minutes of committee meetings of the Board shall record any actions taken at the meeting and, with respect to votes on recommendations for appropriations of money, the minutes shall record the vote of each member.

## **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 govern meetings of the Board and its Committees.

## **ARTICLE VIII OFFICERS AND DUTIES**

1. Duties of Members. Board Members must decide and are responsible for all decision making on policy matters related to operating the school, including budgeting, curriculum programming, personnel, and operating procedures.

2. Officers. The officers of the School 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 the School, preside at meetings of the Board of Directors, develop the agenda for Board meetings, and 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 of Directors 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 of Directors 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, meeting announcements and assuring that corporate records are maintained, and shall perform such other duties as the Chair or Board of Directors may from time to time prescribe. The Board Secretary shall also monitor the compliance of all board Standing and Ad Hoc Committees with their obligation to post minutes to, and maintain accurate and current updates to their online webpages on the School website.
- D. Duties of Treasurer. The Treasurer oversees all matters related to the school's finances, property, and budget. The terms Treasurer and finance committee chair are used interchangeably. The Treasurer also oversees the school's leadership in the areas of money management and compliance. The Treasurer directs the board's financial work so that the board can achieve its goals and operate in accordance with its bylaws. The Treasurer also ensures that all members of the board fully comprehend the financial matters of the school and receive reliable and timely information regarding those matters.

2. Election, Eligibility and Term of Office.

- A. Election. The Board of Directors elect a Chair, a Vice-Chair, a Secretary and a Treasurer each year at (i) the annual meeting, (ii) a regular meeting, or (iii) a special meeting designated for that purpose; provided, however, that such election shall occur no later than the first regular meeting of the school term. 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 offices of Chair and Vice Chair shall be held by parents/legal guardians of a student currently enrolled in the School or interested community members 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. Term of office shall be for one (1) year beginning on the day of the August annual meeting in the year elected. Any officer of the School may serve multiple consecutive terms.
- D. Officer Removal and Resignation. The Board of Directors 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 of Directors, 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 the School's debts, liabilities, or other obligations. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against the School may look only to the funds and property of the School 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 the School.

Each director, officer and employee of the School, past or present, and each person who serves or may have served at the request of the School as a school leader ~~director~~, officer, partner, Director, 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 the School in accordance with and to the fullest extent permitted by law. The School 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 of Directors. The School shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law. 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 X INSURANCE**

The School shall 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 the School would have the power to indemnify such person against liability under Minnesota Statutes, Section 317A.521, the Articles of Incorporation or these Bylaws.

## **ARTICLE XI CONFLICTS OF INTEREST AND CONSEQUENCES OF VIOLATIONS**

1. No member of the board of directors, employee, officer, or agent of a charter school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when the Board member, employee, officer or agent or the immediate family of the Board member, employee, officer, or agent or an organization that employs, or is about to employ any such individual has a financial interest in the entity with which the charter school is contracting. A violation of this prohibition renders the contract void.

This conflict of interest provision does not apply to compensation paid to a teacher employed as a teacher by the charter school (or a teacher who provides instructional services to the charter school through a cooperative formed under chapter 308A) when the teacher also serves on the charter school board of directors.

2. No board member, employee, or officer of the charter school may receive compensation from a group health insurance provider.
3. No person may serve as a member of the charter school board of directors if: (1) the individual, an immediate family member, or the individual's partner, is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (2) an immediate family member is an employee of the school. A violation of this paragraph renders a contract voidable at the option of the commissioner or the charter school board of directors. A member of a charter school board of directors who violates this section is individually liable to the charter school for any damage caused by the violation. Nothing in these bylaws shall require or allow the corporation to indemnify a board member who violates this provision or Minnesota Statutes 2024, Section 124E.07, Subdivisions 3(e)-(f).

## ARTICLE XII FINANCIAL MATTERS

1. Fiscal Year. The fiscal year of the School 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 of Directors may adopt a resolution authorizing any officer or agent of the School to enter into any contract, or execute and deliver any instrument in the name of, or on behalf of, the School. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power to bind the School by any contract or engagement, to pledge the School'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 the School may be signed by the Chair, the Vice-Chair, the Treasurer, the Secretary, or the School's chief administrative officer.
4. Deposits. All funds of the School shall be deposited to the credit of the School in such banks, trust companies, or other depositories as the Board of Directors may designate and shall be disbursed under such general rules and regulations as the Board of Directors may from time to time determine.
5. Corporate Seal. The School shall not have a corporate seal.

6. Documents Kept at Registered Office. The Board of Directors shall cause to be kept at the registered office and/or published on the official website of the School originals or copies of:

- A. Records of all proceedings of the Board of Directors and all Board committees;
- B. Records of all votes and actions of the Directors;
- C. All financial statements of the School; and
- D. Articles of Incorporation and Bylaws of the School and all amendments and restatements thereof.

### **ARTICLE XIII 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 XIV MISCELLANEOUS PROVISIONS**

- ii. Construction and Definitions. These Bylaws shall be construed to conform to the laws of the State of Minnesota
- iii. 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.
- iv. In the event that a conflict exists between a provision of Minnesota Statutes, Chapter 124E (“the Charter School Law”) and a provision of Minnesota Statutes, Chapter 317A (“the Non-Profit Corporation Act”), the provision of the Charter School Law shall govern. Likewise, the Open Meeting Law takes precedence over any conflicting provision of the Non-Profit Corporation Act.

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**Amendment to the Bylaws, Approved by the Board of Directors on 4/30/2018**

*The Board approved to amend the Bylaws for the first year of board elections, referring to the period of July 1, 2018 through June 30, 2019 to incorporate the following structure for staggered board terms:*

*5 Parent Members: two 3-year terms, two 2-year terms, and one 1-year term*

*2 Community Members: one 3-year term, one 1-year term*

*2 Teacher Members: one 3-year term, one 1-year term*

**Amendment to the Bylaws, Approved by the Board of Directors on 12/17/2018**

*The board approved updates to the bylaws related to updated citation to current Minnesota law, in particular, Article XIII Conflict of interest.*

**Amendment to the Bylaws, Approved by the Board of Directors on 1/31/2022.**

*The Board approved:*

*removal of founding board guidelines from Article III;*

*addition of Article III, Subd. 5, Elections of Board Directors;*

*revision to Article III, Subd. 8, Removal of Directors;*

*addition of Article IV, Subd. 4, Annual Meeting;*

*revision to Article IV, Subd. 8, Notices of Meetings;*

*revision to Article IV, Subd. 9, Agendas for Meetings;*

*revision to Article VI, Subd.4. Committee Membership;*

*revision to Article VIII, Subd.1, Officers;*

*revision to Article X, Insurance;*

*addition to Article XI, Conflict of Interest;*

*addition to Article XIV, Subd. 3, Miscellaneous Provisions.*

**Amendment to the Bylaws, Approved by the Board of Directors on 5/23/2022.**

*The Board approved:*

*Revision to Article XI, Subd. 3, Conflicts of Interest and Consequences of Violations*

**Amendment to the Bylaws, Approved by the Board of Directors on 8/21/2023.**

*The Board approved:*

*revision of Article III, Subd. 4, Powers; and Subd. 8, Removal of Directors;*

*revision to Article VIII, Subd.1, Officers; Duties of the Treasurer*

**Amendment to the Bylaws, Approved by the Board of Directors on 9/23/2024.**

*The Board approved:*

*revision to Article III, Subd. 2, Number and Qualification of Directors;  
revision to Article III, Subd. 3, Ex. Officio Nonvoting Board Members;  
revision to Article III, Subd. 5, Election of Board Directors;  
revision to Article III, Subd. 6, Term of Office;  
addition of Article III, Subd. 7, Director Training Requirements;  
revision to Article IV, Subd. 1, Open Meeting Law;  
revision to Article IV, Subd. 4, Annual Meeting;  
revision to Article IV, Subd. 6, Cancellation of Meetings;  
revision to Article IV, Subd. 13, Minutes;  
revision to Article VI, Subd. 2, Appointment of Committee Chairs;  
revision to Article VI, Subd. 4, Committee Membership;  
addition of Article VI, Subd. 9, Minutes; and  
addition of Article VIII, Duties of Members.*

**Amendment to the Bylaws, Approved by the Board of Directors on 12/16/2024.**

*The Board approved:*

*revision to Article III, Subd. 5, Election of Board Directors; and  
revision to Article III, Subd. 10, Vacancies.*

**Amendment to the Bylaws, Approved by the Board of Directors on 1/27/2025.**

*The Board approved:*

*revision to Article IV, Subd. 3, Ad Hoc Committees;  
revision to Article IV, Subd. 4, Committee Membership;  
revision to Article IV, Subd. 5, Action by Committees;  
revision to Article IV, Subd. 6, Committee Meetings; and  
revision to Article IV, Subd. 9, Minutes.*

**Amendment to the Bylaws, Approved by the Board of Directors on 6/23/2025.**

*The Board approved:*

*revision to Article III, Subd. 2, Number and Qualification of Directors.*

Signed by Chair of the Board of Directors at Agamim Classical Academy

on 06/26/25  
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*Ben Mauer*

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## **22. NEO Policy for Schools Contracting with a Service Provider (Education Management Organization or Charter Management Organization) if applicable.**

### School Agrees to Meet the Conditions Set Forth in the Following Policy

As the entities responsible to the public for overseeing the performance of charter schools (“Charter School”), authorizers must hold charter school boards accountable for ensuring a quality education at the schools they govern.

If a school relies on an external service provider (“Service Provider”) to implement key terms of the charter between the authorizer and the school, the Service Provider’s effectiveness is critical to the school’s ability to perform as described in the charter.

Thus, it is essential for authorizers to adequately review and oversee a school’s relationship with its Service Provider.

NEO requires schools that propose working with an External Service Provider, including a charter management organization and education management organization (each, a “Service Provider”) to address the following.

### Comprehensive Management Services

In the event a Charter School intends to enter into a contract with a Service Provider (“Service Contract”) including with a Charter Management Organization or Education Management Organization, all of the following requirements must be met by the Charter School:

- The Service Contract shall set forth the primacy of the Contract with NEO over the Service Contract, and the Service Contract shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter Contract.
- The Charter School governing board contracting with a Service Provider shall retain independent legal counsel to represent the Charter School in contract negotiations as well as throughout its relationship with a Service Provider.
- The Charter School governing board contracting with a Service Provider shall retain independent audit and financial services to represent the Charter School in budgeting as well as financial reporting throughout its relationship with a Service Provider.
- NEO shall be provided and review and reserve the right to comment on the proposed Service Contract at least 30 days before it is executed.
- NEO shall be provided for review and reserve the right to comment all material Service Contract amendments as well as new or renewed Service Contracts at least 30 days before they are approved by the charter school board.

- The Service Contract, new or renewed, and all material contract amendments shall be submitted to NEO no later than thirty (30) days prior to the effective date. If NEO determines that the Service Contract does not comply with the NEO required provisions set forth below, or that entering into the Service Contract would otherwise be a violation of the conditions set forth below, the Charter School Agreement, or the Charter School Law, then NEO shall notify the Charter School within twenty (20) days, stating with particularity the grounds for its objections. In such event, the Charter School shall not enter into the Service Contract unless and until the deficiencies noted by NEO have been remedied to NEO's reasonable satisfaction.

#### Required Service Management Organization Contract Provisions

Generally, the draft Service Contract should clearly and specifically define the Service Provider's proposed role and responsibilities, payment structure, property ownership, methods for performance evaluation, and termination and renewal procedures, including in the event of School closure.

Roles and Responsibilities: allocation of responsibilities between the parties in areas such as financial management; personnel including who has the responsibility of hiring and firing; charter performance and compliance; educational, operational and policy decision-making; requirements to attend board meetings and community events; and any areas where the governing board has non-delegable legal responsibilities (e.g., adopting an annual budget).

A description and terms of the services to be provided during the term of the contract.

Contract Duration not to exceed five years, Renewal and Termination: assurance that a governing board has the right and ability, if necessary, to terminate a contract in a timely manner if it is in the school's interest with contracts with a termination right.

Notice that a charter school closure during the term of the contract by action of the authorizer or the school's board results in the balance of the current contract becoming null and void.

An annual statement of assurance to the charter school board that the CMO or EMO provided no compensation or gifts to any charter school board member, staff member, or agent of the charter school.

An annual statement of assurance that no charter school board member, employee, contractor, or agent of the CMO or EMO or any affiliated organization is a board member of the charter school or any other charter school.

Performance Oversight and Evaluation: description of clear methods and standards that will guide the governing board in overseeing and evaluating the Service Provider; and provide for a right to terminate by the Charter School on no less than thirty (30) days' notice if those standards are not met; The Service Contract shall require that the Service Provider furnish the Charter School with all information deemed necessary by the Charter School or the Board for the proper completion of the budget, quarterly reports, or Financial Audits, required under Section 6 of the Charter School Agreement.

- The Service Contract shall provide that all financial reports provided or prepared by the Service Provider shall be presented in a nonprofit format approved by the Charter School as meeting requirements in the state.
- The Service Contract shall provide that all employees or contractors of the Service Provider who have direct, daily contact with students of the Charter School shall be subject to the criminal background check requirements contained the Education Code to the same extent as employees of the Charter School.
- The Service Contract shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source, including but not limited to the Federal Charter School Program (CSP) grant.

Compensation and Finances: Identification of how and how much a Service Provider will be compensated for its services, and what role a management service provider will play in developing budgets and managing finances.

The total dollar value of the contract including the annual projected costs of services.

Budget. The annual budget prepared by the Charter School shall include, without limitation, the following itemized information:

- All revenue anticipated by the Service Provider to be received from the Charter School.
- All expenses and anticipated expenses associated with the operation and management by the Service Provider of the Charter School.
- All expenses associated with the operation of the governing board of the Charter School, including without limitation personnel, occupancy, and travel expenses, if any, and provided that if these expenses are not paid out of expenses received from or through the Board, such expenses shall not be required to be separately itemized hereunder.
- All contract payments, lease payments, management fees, administrative fees, licensing fees, expenses and other amounts paid to the Service Provider or otherwise paid for the products and services to be delivered under the Service Provider Contract by the Charter School.
- All investments in the Charter School by the Service Provider, including the expected returns on equity for such investments.
- An itemized accounting of all amounts paid to the Service Provider or otherwise paid for the Contract Services, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in the Charter School's annual budget or the Service Contract.
- The Financial Audits required of the Charter School Agreement shall include review of all fees and payments made by the Charter School to the Service Provider.

Any agreement with a CMO or EMO containing any of the following provisions is null and void:

- restrictions on the charter school's ability to operate a school upon termination of the agreement;
- restrictions on the annual or total amount of the school's operating surplus or fund balance;
- authorization to allow a CMO or EMO to withdraw funds from a charter school account; or
- authorization to allow a CMO or EMO to loan funds to the charter school.

Intellectual and Physical Property: clarification of ownership of instructional materials developed at the school using public funds, and of physical property obtained to operate the school; all agreements must allow for the continued use of any instructional materials provided by the Service Provider after termination for a reasonable fee; and that all instructional materials, furnishings and equipment purchased or developed with School funds remain the property of the School and not the Service Provider. The Service Contract shall identify whether or not a facility agreement exists with the Service Provider and, if so, the School shall provide a copy of the facility agreement to NEO. The Service Provider management agreement must contain an annual assurance that all assets purchased on behalf of the charter school using public funds remain assets of the school.

The Service Provider management agreement must contain policies and protocols that meet federal and state laws regarding student and personnel data collection, usage, access, retention, disclosure and destruction, and indemnification and warranty provisions in case of data breaches by the CMO or EMO.

Contingency Planning for Terminated Contracts: assurance of a smooth transition in the event that a service relationship is terminated, including the transfer of school records and property at no cost to the Charter School.

The Service Contract shall be terminable by the Charter School, in accordance with its bylaws or other established termination procedures, (A) upon material default by the Service Provider that is not remedied, including without limitation any act or omission of the Service Provider that causes a material default under the Charter School Agreement or that causes the Charter School to be in material violation of the Charter Schools Law that is not remedied, or (B) for other good cause as agreed by the Charter School and the Service Provider.