SCHOOL AUTHORIZER CONTRACT

between
Novation Education Opportunities
3432 Denmark Avenue Suite #130 Eagan, MN 55123 and
Math and Science Academy
8430 Woodbury Crossing Woodbury,
8460 Woodbury Crossing, 8490 Woodbury Crossing, and 8500 Woodbury Crossing
9025 Bailey Road, Woodbury, MN

This Agreement is between the Novation Education Opportunities and Math and Science Academy.

**SECTION 1. TERMS OF AGREEMENT.**

1.1 Effective date: October 1, 2026
1.2 Expiration date: June 30, 2031
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. Data Disclosure; and 5. 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 the mission driven charter school 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.
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 previously
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 an approved application to change location, including, as applicable, a market need and demand study.
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 Individualized Education Program ("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 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 1st 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 6-12.

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.06, 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 123B.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. 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. The School shall submit an application that includes a market need and demand study 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.

The School has been approved for sites which include 8430 Woodbury Crossing, 8460 Woodbury Crossing, 8490 Woodbury Crossing, and 8500 Woodbury Crossing, and an additional site which is 9025 Bailey Road, Woodbury, MN.

## 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:

Wendy Swanson Choi
**Signature**

Wendy Swanson Choi
**Print Name**

Executive Director
**Title**

September 30, 2026
**Date**

**Math and Science Academy**

By:

Kari Koerner
**Signature**

Kari Koerner
**Print Name**

Board Chair
**Title**

**REVISION (If Applicable)**

**Novation Education Opportunities**

By:

_____

**Signature**

_____

**Print Name**

_____

**Title**

_____

**Date**

**Math and Science Academy**

By:

_____

**Signature**

_____

**Print Name**

_____

**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.**

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

   The School will document its implementation of the primary purpose in the Comprehensive Achievement and Civic Readiness (CACR) report and/or Annual 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:**

   Increase quality learning opportunities for all students;

   Encourage the use of different and innovative teaching methods;

   Measure learning outcomes and create different and innovative forms of measuring outcomes; and

   Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

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

   The School will document its implementation of the additional purpose(s) in the Comprehensive Achievement and Civic Readiness (CACR) report and/or Annual Report.

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).**

**Vision**

To be an innovative, sustainable model of academic excellence for all students that creates well-rounded, lifelong learners and global citizens.

**Mission**

Provide accelerated and inclusive curricula and instruction in all subjects, with an emphasis on math and science.

The Math and Science Academy (MSA) is an innovative Charter School that is located in the City Center neighborhood of Woodbury, Minnesota. MSA is a tuition-free public school that currently serves students in grades six through twelve, with strategic plans to serve students in grades kindergarten through twelve. It has a tradition of offering intense math and science experiences with the added distinction of providing creative and challenging opportunities in arts and humanities.

Math and Science Academy provides accelerated and inclusive curricula and instruction in all subjects, with an emphasis on math and science for the achievement and success of all students.

To meet this challenge, MSA students are expected to value and seek out their education. Students must be willing to diligently apply themselves to their studies and be well organized and disciplined in their educational pursuits. Students are given opportunities to excel in rigorous math, science, humanities, music, art, and world language curriculums that reward critical thinking, effective time management, and collaboration with peers. These opportunities allow students to develop skills and competencies in many aspects of their lives; they provide a strong educational foundation which students can build upon after graduation.

Students are held to high standards in their academic work and their behavior, and they are expected to self-advocate to achieve these expectations. The students are expected to act responsibly towards their classmates, their teachers, the school staff, MSA family members, and themselves.

MSA is designed to foster meaningful interaction among faculty, students, staff, and parents while promoting an atmosphere of self-advocacy, accountability, respect, and responsibility. MSA educates students to become leaders who have acquired excellent communication skills, conceptual understanding, and the ability to make wise choices that will lead to success.

Since MSA is a charter school and is run by parents and teachers, families need to be aware of the opportunities and responsibilities they have in ensuring the success of MSA students. MSA families are expected to support the policies of the school and the students in their studies.

## Land Acknowledgement

We would like to acknowledge that the land on which Math and Science Academy gathers is the land of the Očhéthi Šakówiŋ (pronounced “oh-CHEH-tee shaw-KOH-we,”). The people of the Seven Council Fires and of the Bdewakantunwan Band (pronounced “bee-dee-wah-kan-tun-wan band). The existence of the Dakota Oyate (pronounced “dah-KOH-tuh OY-aht-ee”) have lived in this area since time immemorial and before the U.S. war was created, and the state of Mni Sota was created. They lived within Mni Sota, Wisconsin, Illinois, and Michigan. They were caretakers of the land and lived in harmony. They belonged to the land and the land did not belong to them. It is within MSA’s responsibility, as an academic institution, to disseminate knowledge about indigenous people and their history and relationship with this land. MSA works to build a relationship with indigenous students and their families, through academic pursuits and historical recognition.

## Core Values

Honesty: MSA’s community exhibits fairness, cooperation, integrity, and honesty. MSA students and staff take responsibility for their actions.

Community: MSA maintains small class sizes and a small school feel.

Respect: MSA’s community respects others and their views, while fostering a safe environment where every voice is heard, and individuals are free to take risks.

Teamwork: MSA encourages networking, collaboration, and open communication between all members of our community. MSA encourages students, their families, and staff to invest their time and resources to serve the MSA community.

Excellence: MSA continuously evaluates and improves programs to ensure the highest quality in teaching and learning. MSA empowers students to develop independence through organization, time management, and self-discipline.

## Focus on Equity

MSA celebrates diversity and welcomes all students. Staff are expected to embrace equity and adhere to our equity policies.
Policy 102 Equal Educational Opportunity
Policy 102.1 Racial Equity and Inclusion
Policy 102.2 Gender Diverse, Nonbinary, Transgender, and Sexual Orientation Equity
Policy 102.3 Disability Rights, Inclusion, and Access

## Strategic Priorities

- Success for all students
- Facilities and infrastructure to MSA Mission and Vision
- Organizational support to support MSA Mission and Vision

See the school’s Performance Framework on the following pages for the specific academic and nonacademic outcomes that pupils must achieve.

| Novation Education Opportunities- Math and Science Academy Performance Framework |
|---|
| **Math and Science Academy (MSA)** |
| **Date of Last Update/Review:** |
| **Contract Term: October 1, 2026 - June 30, 2031** |
| **Baseline Year Results: 2021-2025** |
| **Charter Number: 4043** |
| **Initial Year of Operation: 1999** |

Note: The contract term is warranted based on the results of the MDE-approved NEO AAP Performance Framework evaluation completed in the MDE-approved AAP Change in Authorizer application process.

Math and Science Academy earned 98.48% of points possible which made them eligible for a five-year contract term.

| These are the Academic Performance Indicators. They are 54.55% of the points possible. | | | | | |
|---|---|---|---|---|---|
| **II. All Students are Ready for Career and College (As Measured by Grade Level Proficiency)** | | | | | |
| **II.A Attain Grade-level Proficiency- All Students State Comparison** | | | | | |
| **Performance Rating** | **MCA-Math Goals (Grades 6-8, 11)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's proficiency rate is greater than 20 percentage points above the state average. | | | **2** | |
| **Satisfactory** | The school's proficiency rate exceeds the state average by up to 20 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline years. | | | **1** | |
| **Not Satisfactory** | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points. | | | **0** | |
| **Results** | **Year** | **Students Scoring Proficient** | **Total Students Tested** | **MSA Percent of Students Scoring Proficient** | **State Percent of Students Scoring Proficient** |
| | Baseline 2021-2025 | 921 | 1324 | 69.56% | |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |
| | | | | | |
| **Performance Rating** | **MCA-Reading Goals (Grades 6-8, 10)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's proficiency rate is greater than 20 percentage points above the state average. | | | **2** | |
| **Satisfactory** | The school's proficiency rate exceeds the state average by up to 20 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline years. | | | **1** | |
| **Not Satisfactory** | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points. | | | **0** | |
| **Results** | **Year** | **Students Scoring Proficient** | **Total Students Tested** | **MSA Percent of Students Scoring Proficient** | **State Percent of Students Scoring Proficient** |
| | Baseline 2021-2025 | 1137 | 1451 | 78.36% | |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |
| | | | | | |

| II.B Attain Grade-level Proficiency- All Students Resident District (South Washington) Comparison | | | | | |
|---|---|---|---|---|---|
| **Performance Rating** | **MCA-Math Goals (Grades 6-8, 11)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's proficiency rate is greater than 10 percentage points above the resident district average. | | | **2** | |
| **Satisfactory** | The school's proficiency rate exceeds the resident district average by up to 10 percentage points. | | | **1** | |
| **Not Satisfactory** | The school's proficiency rate does not exceed the resident district average. | | | **0** | |
| **Results** | **Year** | **Students Scoring Proficient** | **Total Students Tested** | **MSA Percent of Students Scoring Proficient** | **South Washington Percent of Students Scoring Proficient** |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |
| **Performance Rating** | **MCA-Reading Goals (Grades 6-8, 10)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's proficiency rate is greater than 10 percentage points above the resident district average. | | | **2** | |
| **Satisfactory** | The school's proficiency rate exceeds the resident district average by up to 10 percentage points. | | | **1** | |
| **Not Satisfactory** | The school's proficiency rate does not exceed the resident district average. | | | **0** | |
| **Results** | **Year** | **Students Scoring Proficient** | **Total Students Tested** | **MSA Percent of Students Scoring Proficient** | **South Washington Percent of Students Scoring Proficient** |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |

| III. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency) | | | | | |
|---|---|---|---|---|---|
| **III.A Attain Grade-level Proficiency- FRP Focus Group State Comparison** | | | | | |
| **Performance Rating** | **MCA-Math Goals (Grades 6-8, 11)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's proficiency rate is greater than 10 percentage points above the state average. | | | **2** | |
| **Satisfactory** | The school's proficiency rate 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** | |
| **Not Satisfactory** | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points. | | | **0** | |
| **Results** | **Year** | **Students Scoring Proficient** | **Total Students Tested** | **MSA Percent of Students Scoring Proficient** | **State Percent of Students Scoring Proficient** |
| | Baseline 2021-2025 | 51 | 110 | 46.36% | |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |
| **Performance Rating** | **MCA-Reading Goals (Grades 6-8, 10)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's proficiency rate is greater than 10 percentage points above the state average. | | | **2** | |
| **Satisfactory** | The school's proficiency rate 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** | |
| **Not Satisfactory** | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points. | | | **0** | |
| **Results** | **Year** | **Students Scoring Proficient** | **Total Students Tested** | **MSA Percent of Students Scoring Proficient** | **State Percent of Students Scoring Proficient** |
| | Baseline 2021-2025 | 71 | 115 | 61.74% | |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |

| III.B Attain Grade-level Proficiency-Black and African American Focus Group, State Comparison | | | | | |
|---|---|---|---|---|---|
| **Performance Rating** | **MCA-Math Goals (Grades 6-8, 11)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's proficiency rate is greater than 10 percentage points above the state average. | | | **2** | |
| **Satisfactory** | The school's proficiency rate 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** | |
| **Not Satisfactory** | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points. | | | **0** | |
| **Results** | **Year** | **Students Scoring Proficient** | **Total Students Tested** | **MSA Percent of Students Scoring Proficient** | **State Percent of Students Scoring Proficient** |
| | Baseline 2021-2025 | 173 | 340 | 50.88% | |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |
| **Performance Rating** | **MCA-Reading Goals (Grades 6-8, 10)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's proficiency rate is greater than 10 percentage points above the state average. | | | **2** | |
| **Satisfactory** | The school's proficiency rate 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** | |
| **Not Satisfactory** | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points. | | | **0** | |
| **Results** | **Year** | **Students Scoring Proficient** | **Total Students Tested** | **MSA Percent of Students Scoring Proficient** | **State Percent of Students Scoring Proficient** |
| | Baseline 2021-2025 | 236 | 368 | 64.13% | |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |

| III.C Attain Grade-level Proficiency- SPED Focus Group State Comparison | | | | | |
|---|---|---|---|---|---|
| **Performance Rating** | **MCA-Math Goals (Grades 6-8, 11)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's proficiency rate is greater than 10 percentage points above the state average. | | | **2** | |
| **Satisfactory** | The school's proficiency rate 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** | |
| **Not Satisfactory** | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points. | | | **0** | |
| **Results** | **Year** | **Students Scoring Proficient** | **Total Students Tested** | **MSA Percent of Students Scoring Proficient** | **State Percent of Students Scoring Proficient** |
| | Baseline 2021-2025 | 45 | 83 | 54.22% | |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |
| | | | | | |
| **Performance Rating** | **MCA-Reading Goals (Grades 6-8, 10)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's proficiency rate is greater than 10 percentage points above the state average. | | | **2** | |
| **Satisfactory** | The school's proficiency rate 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** | |
| **Not Satisfactory** | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points. | | | **0** | |
| **Results** | **Year** | **Students Scoring Proficient** | **Total Students Tested** | **MSA Percent of Students Scoring Proficient** | **State Percent of Students Scoring Proficient** |
| | Baseline 2021-2025 | 50 | 86 | 58.14% | |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |
| | | | | | |

| III.D Attain Grade-level Proficiency- SPED Focus Group Resident District Comparison | | | | | |
|---|---|---|---|---|---|
| **Performance Rating** | **MCA-Math Goals (Grades 6-8, 11)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's proficiency rate is greater than 10 percentage points above the resident district average. | | | **2** | |
| **Satisfactory** | The school's proficiency rate exceeds the resident district average by up to 10 percentage points. | | | **1** | |
| **Not Satisfactory** | The school's proficiency rate does not exceed the resident district average. | | | **0** | |
| **Results** | **Year** | **Students Scoring Proficient** | **Total Students Tested** | **MSA Percent of Students Scoring Proficient** | **South Washington Percent of Students Scoring Proficient** |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |
| **Performance Rating** | **MCA-Reading Goals (Grades 6-8, 10)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's proficiency rate is greater than 10 percentage points above the resident district average. | | | **2** | |
| **Satisfactory** | The school's proficiency rate exceeds the resident district average by up to 10 percentage points. | | | **1** | |
| **Not Satisfactory** | The school's proficiency rate does not exceed the resident district average. | | | **0** | |
| **Results** | **Year** | **Students Scoring Proficient** | **Total Students Tested** | **MSA Percent of Students Scoring Proficient** | **South Washington Percent of Students Scoring Proficient** |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |

| IV. All Students are Ready for Career and College (as Measured by the MDE ESEA Growth to Proficiency Matrix) | | | | | |
|---|---|---|---|---|---|
| **IV.A Students Maintaining or Improving Achievement Levels as Compared to the State** | | | | | |
| **Performance Rating** | **MCA- Math Goals (Grades 6-8)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The percent of students who maintained or improved their achievement level exceeds the state average by more than 10 percentage points. | | | **2** | |
| **Satisfactory** | The school's combined percent of students who maintained or improved their achievement level exceeds the state average by up to 10 percentage points. | | | **1** | |
| **Not Satisfactory** | The percent of students who maintained or improved their achievement level does not exceed the state average. | | | **0** | |
| **Results** | **Year** | **Number of Students Maintaining or Improving their Achievement Level** | **Total Number of Students Tested** | **MSA Percent of Students Maintaining or Improving their Achievement Level** | **State Percent of Students Maintaining or Improving their Achievement Level** |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |
| **Performance Rating** | **MCA- Reading Goals (Grades 6-8)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The percent of students who maintained or improved their achievement level exceeds the state average by more than 10 percentage points. | | | **2** | |
| **Satisfactory** | The school's combined percent of students who maintained or improved their achievement level exceeds the state average by up to 10 percentage points. | | | **1** | |
| **Not Satisfactory** | The percent of students who maintained or improved their achievement level does not exceed the state average. | | | **0** | |
| **Results** | **Year** | **Number of Students Maintaining or Improving their Achievement Level** | **Total Number of Students Tested** | **MSA Percent of Students Maintaining or Improving their Achievement Level** | **State Percent of Students Maintaining or Improving their Achievement Level** |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |

| IV.A Students Maintaining or Improving Achievement Levels as Compared to the Resident District | | | | | |
|---|---|---|---|---|---|
| **Performance Rating** | **MCA- Math Goals (Grades 6-8)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The percent of students who maintained or improved their achievement level exceeds the resident district average by more than 10 percentage points. | | | **2** | |
| **Satisfactory** | The school's combined percent of students who maintained or improved their achievement level exceeds the resident district average by up to 10 percentage points. | | | **1** | |
| **Not Satisfactory** | The percent of students who maintained or improved their achievement level does not exceed the resident district average. | | | **0** | |
| **Results** | **Year** | **Number of Students Maintaining or Improving their Achievement Level** | **Total Number of Students Tested** | **MSA Percent of Students Maintaining or Improving their Achievement Level** | **Resident District Percent of Students Maintaining or Improving their Achievement Level** |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |
| **Performance Rating** | **MCA- Reading Goals (Grades 6-8)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The percent of students who maintained or improved their achievement level exceeds the resident district average by more than 10 percentage points. | | | **2** | |
| **Satisfactory** | The school's combined percent of students who maintained or improved their achievement level exceeds the resident district average by up to 10 percentage points. | | | **1** | |
| **Not Satisfactory** | The percent of students who maintained or improved their achievement level does not exceed the resident district average. | | | **0** | |
| **Results** | **Year** | **Number of Students Maintaining or Improving their Achievement Level** | **Total Number of Students Tested** | **MSA Percent of Students Maintaining or Improving their Achievement Level** | **Resident District Percent of Students Maintaining or Improving their Achievement Level** |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |

| V. All Students Graduate From High School | | | | | |
|---|---|---|---|---|---|
| **V.A Attain College Readiness Benchmarks** | | | | | |
| **Performance Rating** | **4-Year Graduation Rate Goals (Grades 12)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | Math and Science Academy's on-time graduation rate exceeds the statewide on-time graduation rate by more than 5 percentage points. | | | **4** | |
| **Satisfactory** | Math and Science Academy's on-time graduation rate exceeds the statewide on-time graduation rate by up to 5 percentage points AND/OR improves its on-time graduation rate ~~by up to 10 percentage points~~ from the baseline year ~~within four years in the combined years~~. | | | **2** | |
| **Not Satisfactory** | Math and Science Academy's on-time graduation rate does not exceed the Statewide on-time graduation rate. | | | **0** | |
| **Results** | **Year** | **Students Graduating on Time** | **Total Possible Graduates** | **On-time Graduation Percent** | **Statewide on-time Graduation Percent** |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |

| These are the Climate Performance Indicators. They are 9.09% of the points possible. | | | | | |
|---|---|---|---|---|---|
| **VI. The School Conditions Promote a Climate of Engagement** | | | | | |
| **VI.A Attendance Rates** | | | | | |
| **Performance Rating** | **Consistent Attendance Rate Goals (Grades 6-12)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | The school's attendance rate exceeds the statewide attendance rate by more than 10 percentage points. | | | **2** | |
| **Satisfactory** | The school's attendance rate exceeds the statewide attendance rate by up to 10 percentage points. | | | **1** | |
| **Not Satisfactory** | The school does not exceed the statewide attendance rate. | | | **0** | |
| **Results** | **Year** | **School Attendance Rate** | **Statewide Attendance Rate** | | |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |
| **VI.B Parent Satisfaction** | | | | | |
| **Performance Rating** | **5-Point Parent Satisfaction Survey Goals** | | | **Point Value** | **Points Earned** |
| **Exemplary** | More than 95 percent of parents agree (4) or strongly agree (5) that Math and Science Academy is a positive Learning Environment. | | | **2** | |
| **Satisfactory** | 90-95 percent of parents agree (4) or strongly agree (5) that Math and Science Academy is a positive Learning Environment. | | | **1** | |
| **Not Satisfactory** | Less than 90 percent of parents agree (4) or strongly agree (5) that Math and Science Academy is a positive Learning Environment. | | | **0** | |
| **Results** | **Year** | **Number of Parents Agreeing or Strongly Agreeing** | **Total Number of Parents** | **Parent Satisfaction Survey Percent** | |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |

| VI.C Mobility | | | | | |
|---|---|---|---|---|---|
| **Performance Rating** | **Mobility Goals (Grades 6-12)** | | | **Point Value** | **Points Earned** |
| **Exemplary** | Fewer than 10 percent of students transfer out of school after October 1. | | | **2** | |
| **Satisfactory** | 10 - 15 percent of students transfer out of school after October 1. | | | **1** | |
| **Not Satisfactory** | More than 15 percent of students transfer out of school after October 1. | | | **0** | |
| **Results** | **Year** | **Students Transferring After October 1** | **Total Students Enrolled October 1** | **Mobility Percent** | |
| | 2025-2026 | | | | |
| | 2026-2027 | | | | |
| | 2027-2028 | | | | |
| | 2028-2029 | | | | |
| | 2029-2030 | | | | |
| | 2025-2030 | | | | |
| **Analysis** | | | | | |

| These are the Operations Performance Indicators.<br>They are 15.15% of the total Performance Framework points possible. | | | | |
|---|---|---|---|---|
| **VII. School is Compliant with Contract and Statute** | | | | |
| **VII.A Compliance** | | | | |
| **Performance Rating** | **Compliance Goals** | | **Point Value** | **Points Earned** |
| **Exemplary** | No infractions. | | **10** | |
| **Satisfactory** | No more than three infractions AND any infraction is resolved by assigned deadline. | | **5** | |
| **Not Satisfactory** | More than three infractions or infractions not resolved by assigned deadline. | | **0** | |
| **Analysis** | | | | |
| **These are the Finance Performance Indicators. They are 21.21% of the total Performance Framework points.** | | | | |
| **VIII. School is Financially Solvent/Sustainable** | | | | |
| **VIII.A Finance Awards** | | | | |
| **Performance Rating** | **Goals for Awards** | | **Point Value** | **Points Earned** |
| **Exemplary** | NEO Stewardship Award in Finance Recipient | | **2** | |
| **Satisfactory** | NEO Finance Award Recipient | | **1** | |
| **Not Satisfactory** | Not a Finance Award Recipient | | **0** | |
| **Analysis** | | | | |
| **VIII.B Fund Balance** | | | | |
| **Performance Rating** | **Fund Balance Goals** | | **Point Value** | **Points Earned** |
| **Exemplary** | Reserve is at least 20% as measured by end of year reserves. | | **10** | |
| **Satisfactory** | Reserve is enough to cover one full payroll as measured by end of year reserves. | | **5** | |
| **Not Satisfactory** | Reserve is less than one full payroll as measured by end of year reserves. | | **0** | |
| **Results** | **Fund Balance** | **Expenditures** | **SOD Calculation** | |
| | | | | |
| **Analysis** | | | | |
| **VIII.C Financial Audit** | | | | |
| **Performance Rating** | **Financial Audit Goals** | | **Point Value** | **Points Earned** |
| **Exemplary** | No findings cited in the audit. | | **2** | |
| **Satisfactory** | No more than one finding (nonmaterial) cited in the audit. | | **1** | |
| **Not Satisfactory** | More than one finding cited in the audit. | | **0** | |
| **Analysis** | | | | |

These goals are the final contract year targets which include meeting NEO's criteria for achieving the Finance Award and NEO Stewardship Award in Finance, achieving a 20% fund balance, and achieving no audit findings. The applicable fiscal year for the contract renewal evaluation is the year that the most current data is available for each measure at the time of the evaluation.

Data from FY30 will be the most current available data to determine whether the school meets criteria for NEO's Finance Award and NEO's Stewardship Award in Finance, the fund balance goals, the audit goal, and the compliance goal.

NEO and the school monitor the maintenance of and progress toward these targets each year and NEO provides formative feedback and the school corrective action, as needed to maintain and reach the targets by the time of the contract renewal summative evaluation.

| 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 | 36 |
| Academic Performance Percent of Points Earned | 0.00% |
| Academic Performance Percent of Total Framework Points | 54.55% |
| | |
| Climate Performance Points Earned | 0 |
| Climate Performance Total Points Possible | 6 |
| Climate Performance Percent of Points Earned | 0.00% |
| Climate Performance Percent of Total Framework Points | 9.09% |
| | |
| Operations Performance Points Earned | 0 |
| Operations Performance Total Points Possible | 10 |
| Operations Performance Percent of Points Earned | 0.00% |
| Operations Performance Percent of Total Framework Points | 15.15% |
| | |
| Finance Performance Points Earned | 0 |
| Finance Performance Total Points Possible | 14 |
| Finance Performance Percent of Points Earned | 0.00% |
| Finance Performance Percent of Total Framework Points | 21.21% |
| | |
| Performance Framework Points Earned | 0 |
| Performance Framework Total Points Possible | 66 |
| | |
| 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 for the statement of the school's admission policies and procedures.

Math and Science Academy is in the process of reviewing recent feedback from the Minnesota Department of Education regarding the school's admission policies and procedures. This contract with be updated with any revisions in response to the feedback.

# BOARD APPROVED ADMISSION PROCEDURES
## Math and Science Academy

## GENERAL STATEMENT OF ENROLLMENT

It is the Math and Science Academy's procedure to provide equal educational opportunity for all students. The Math and Science Academy does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, or age.

As a Minnesota charter school, enrollment at the Math and Science Academy is free to any eligible pupil who resides within the state. Reference Minnesota Statute 124E.11 (c). Students who reside outside of Minnesota are not eligible for state aid and therefore are not eligible for enrollment at the Math & Science Academy. Reference Minnesota Statute 124E.11 (c).

## ADMISSION REQUIREMENTS

The procedure of the Math and Science Academy is to enroll a student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils will be admitted by lot. The Math and Science Academy gives preference for enrollment to a sibling of an enrolled pupil and to a foster child of that pupil's parents and gives preference for enrollment to children and foster children of the school's staff before admitting other pupils by lot. The Math and Science Academy does not limit enrollment to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. Reference Minnesota Statue 124E.11 (c).

### TERMINOLOGY

**Admission**
The process of a student applying for enrollment. Admission is subject to capacity. A student must be admitted before the student may enroll.

**Admitted student**
A student who submitted a timely application for enrollment (i.e., during the open enrollment period) and who is offered a seat.

**Enrollment**
The process of a student accepting a seat, which was offered.

**Enrolled student**

A student who accepted a seat, which was offered, by timely submission of enrollment registration forms.

***Staff**
Current employees of the Math and Science Academy whose employment is **stipulated in advance to total at least 480 hours in the calendar year**. Reference Minnesota Statute 124E.11 (3) (c).

## ADMISSION PROCEDURES

Math and Science Academy establishes the following Admissions and Lottery Procedure.

### ADMISSIONS STATEMENT

Admission to Math and Science Academy is open to all students, without regard to ability, race, religion, or any other factors. Enrollment will be influenced by the capacity of the program, class, grade level, or building.

1. Each school year, the Board of Directors:
    a. Establishes and publishes at the October Board meeting, the available enrollment by grade applicable to the following school year and approves the Admissions and Lottery Procedure.
    b. Initiates around the first week of November as the open enrollment period applicable to the following school year's admission.
    c. Posts on the Math and Science Academy website around the first week of November:
        i. Math and Science Academy's enrollment application applicable to the following school year, and
        ii. the Admissions and Lottery procedure.
2. Prior to the beginning of the open enrollment period, the school provides notice of the open enrollment period to parents and current staff so that siblings of currently enrolled students and children of current staff may submit an application.
3. During the month of January, the school asks families to complete a "Intent to Return" form.
4. 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.
5. All applications received during the open enrollment period are automatically accepted for enrollment (i.e. admitted) unless more applications are received than the available capacity established by the Board for the applicable grade(s). In this situation, all submitted applications for such grade(s) are placed in the lottery; however, siblings and foster siblings of currently enrolled or admitted students and children and foster children of current staff employed in school have preference.
6. Siblings and foster siblings who submit an application are automatically admitted unless the number of sibling applications exceed the available capacity established by the Board for the applicable grade(s). If the number of sibling applications exceeds available capacity in any grade, a sibling lottery is held for each such grade.

7. Siblings are admitted to the school in the order in which they are drawn in that lottery. If all available capacity in a grade is filled by siblings, the sibling lottery continues and establishes the sibling waiting list, which has preference over both the staff-children waiting list and the general waiting list.
8. Children and foster children of current staff *(employee must be stipulated in advance to work a total of at least 480 hours in a school year to be eligible for staff preference.* Reference Minnesota Statute 124E.11 (3) (c)*)* who submit an application by the expiration of the open enrollment period, are automatically admitted provided that all siblings (of already admitted students) who submitted an application are admitted, and provided there is available capacity as determined by the Board for the applicable grade(s). If the number of children of current staff exceeds the available capacity established by the Board for any grade (and after all siblings of admitted students who submitted an application are admitted), a staff-children lottery is held.
9. Children and foster children of current staff are admitted to the school in the order in which they are drawn in the lottery. If all available capacity in a grade is filled by children of current staff, the staff-children lottery continues to establish the staff-children waiting list for each such grade, which has preference over the general waiting list.
10. If the number of applications received during the open enrollment period exceeds available capacity established by the Board for any grade (and after siblings of admitted students who submitted applications are already admitted or establish a sibling waiting list, and after all children of current staff employed at the school who submitted an 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 of already admitted students and excluding applications from children of current staff employed at the school, received before the expiration of the enrollment period are included in the general lottery. Students are admitted to the school in the order in which they are drawn in the lottery, as long as there is available capacity as determined by the Board for the applicable grade(s). If all available capacity in any grade is filled, the lottery continues and establishes the general waiting list for each such grade in the order drawn, until all applications are drawn.
11. If a student is admitted through the general lottery and that student has one or more siblings in other grades also subject to a lottery, those siblings are automatically admitted as long as available capacity as determined by the Board remains in the applicable grade(s).
12. Applicants are automatically admitted as long as there is available capacity as established by the Board in the applicable grade and siblings continue to have preference, in the order received. If, or once, there is no available capacity in any grade, applications are added to the applicable waiting list for each such grade, in the order received.
13. The school conducts all lotteries through a method of random selection.
14. If a student becomes ineligible for a waitlist they are on (Example: a student on the sibling waitlist no longer has a sibling attending MSA), the student will be moved to the bottom of the next appropriate waitlist.

## GENERAL ADMISSION PROCEDURES

**Order of Admission**

1. Siblings and Foster Siblings of Already Enrolled Students, which have preference over staff-children and general admissions.
2. Children and Foster Children of Staff Employed at the School *(employee must be stipulated in advance to work a total of at least 480 hours in a school year to be eligible for staff preference),* which have preference over general admissions.
3. General Admissions.

**Waiting list does not carry over from year to year**

Each waiting list is valid only for the school year for which it is drawn and does not carry over to subsequent years.

**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.

**Lottery Grade Order**

Applicable lotteries occur beginning in grade 6 and ascending to grade 12.

## FOREIGN EXCHANGE STUDENT ADMISSION PROCEDURES

### ADMISSIONS STATEMENT

Admission to Math and Science Academy is open to all foreign exchange students, without regard to race, or religion. Exchange student admission will be influenced by the capacity of the program, class, grade level, and building capacities.

**Eligibility Determination**

When MSA has a vacancy in grades 10 through 12 after following all of its general admission procedures, it may fill any remaining vacancies with an exchange student who meets the following requirements:

1. The foreign exchange pupil must meet the program requirements for the J-visa student cultural exchange program and;
2. The foreign exchange pupil must be a participant in a cultural exchange program registered with the Office of the Secretary of State under Minnesota State Statute 5A.02.

**Math and Science Academy complies with all applicable Minnesota State laws and regulations including all requirements set forth in 124E.11c.**

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

The school is operated by a No Clear-Majority Board of Directors elected in accordance with its bylaws.

The Board of Directors delegates the day-to-day management of the School to an administrator (Executive Director) who is hired and supervised by the Board of Directors.

The Board of Directors employs and contracts with necessary teachers, as defined by Minnesota Statutes, who hold valid licenses to perform the particular service for which they are employed at the School.

Teachers employed at the School are treated by the School as public school teachers for the purposes of Minnesota Statutes.

The Board of Directors employes necessary employees who are not required to hold teaching licenses to perform duties other than teaching and contracts for other services.

The Board of Directors may discharge teachers and non-licensed employees at the recommendation of the Executive Director.

The Board of Directors decides matters relating to the operations of the School, including, but not limited to, budgeting, curriculum programming, personnel, and operating procedures. The School Board delegates to the School Executive Director the implementation of the operational decisions made by the Board of Directors.

The Board of Directors adopts personnel evaluation policies and practices that comply with Minnesota Statutes.

The Board of Directors implements a governance plan whereby it regularly, but no less than annually, evaluates: academics - whether the School is improving student achievement; finances – whether the School is fiscally sound; and operations – whether the School is well-managed and legally compliant; and includes summaries of its evaluations in board minutes.

The Board of Directors adopts a policy, plan, budget, and process consistent with Minnesota Statutes to review curriculum, instruction, student achievement, and strive for Comprehensive Achievement and Civic Readiness, formerly, the World's Best Workforce.

The Board of Directors reviews its strategic plan annually. As part of its strategic plan, the Board of Directors will maintain a minimum 25% fund balance.

**Executive Director:**

The Math and Science Academy school board shall employ an Executive Director who shall serve as an ex officio, non-voting member of the Math and Science Academy school board and as chief executive officer.

- The Executive Director shall fulfill the responsibilities and have the authority of the chief administrator of the Math and Science Academy.
- The Executive Director is responsible for the management of Math and Science Academy, the administration of all Math and Science Academy policies, and is directly accountable to the charter school board.
- The Executive Director shall annually evaluate each employee assigned responsibility for supervising Math and Science Academy.
- The Executive Director may delegate responsibilities to other Math and Science Academy personnel but shall continue to be accountable for actions taken under such delegation.
- Where responsibilities are not specifically prescribed, nor school board policy applicable, the Executive Director shall use personal and professional judgment, subject to review by the school board.

**Faculty:**

The faculty of the Math and Science Academy is responsible for teaching the approved curriculum. The Executive Director shall be responsible for curriculum development, determining the most effective way of conducting research on Math and Science Academy's curriculum needs, and establishing a long-range curriculum development program. Timelines shall be determined by the Executive Director, who will provide for periodic reviews of each curriculum area.

**Contracted Financial Manager:**

The identified contracted financial manager is responsible for advising the Board of Directors and Executive Director on all financial matters at the School. The contracted financial manager position requires a person and/or educational service provider who has a strong background in school finance and reporting and oversees the budget and preparation of necessary reports.

The Board of Directors is trained in financial oversight. The Board of Directors monitors and evaluates the School's recordkeeping, controls, and financial position. Specifically; (1) the Contracted Financial Manager prepares reports for all Board meetings regarding the School's financial position, including current and forecast positions, and makes related recommendations; (2) The Board Treasurer shares the reports prepared by the Contracted Financial Manager at all Board meetings. In addition, the Treasurer informs the Board of Directors of all disbursements made, cash flow, balance, additional relevant financial data, and its monitoring of the School's recordkeeping and control processes; (3) the Executive Director meets regularly with the Contracted Financial Manager to monitor school finances on a regular and ongoing basis; (4) The Finance Committee of the Board of Directors conducts monthly meetings to discuss and review future financial obligations. Significant developments that adversely impact the School are immediately brought before the Board.

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

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 pages which include the signed agreements and the Oaths of Office.

**SIGNED AGREEMENT and OATH OF OFFICE**

Being a member of the governing board of a charter school carries a legal and moral responsibility. This responsibility is based on the trust of the community - that those who accept the mantle of governance will ensure the survival, growth and success of the school.

**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.

This signed agreement affirms my commitment as a member of a Charter School board that I will comply with all federal and state rules and laws governing organizational, programmatic, and financial requirements applicable to charter schools even if that means actively researching current state and/or federal rules, laws and other requirements. I understand that I may be held liable if our school does not comply.

Kari Koerner
Signature

Kari Koerner
Print name

Parent
Seat (Parent, Community Member, Teacher)

7/16/2024
Date seated

7/1/2024
Date current term of seat began

6/30/2027
Date current term of seat expires

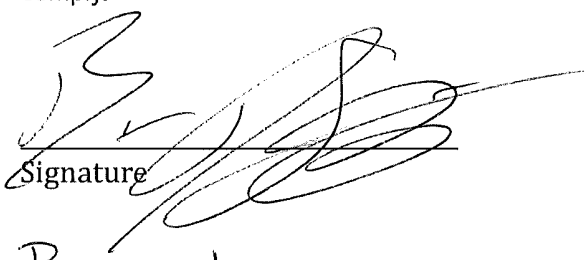
**Novation Education Opportunities**
3432 Denmark Avenue ◇ Eagan, Minnesota 55123 ◇ T: 612.889.2103

**SIGNED AGREEMENT and OATH OF OFFICE**

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Signature

Brian Linzmeier
Print name

Community Member
Seat (Parent, Community Member, Teacher)

8/22/2023
Date seated

7/1/2024
Date current term of seat began

6/30/2027
Date current term of seat expires

**Novation Education Opportunities**
3432 Denmark Avenue ◇ Eagan, Minnesota 55123 ◇ T: 612.889.2103

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Jen Neisse
Signature

Jen Neisse
Print name

Teacher
Seat (Parent, Community Member, Teacher)

7/22/2025
Date seated

7/1/2025
Date current term of seat began

6/30/2028
Date current term of seat expires

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Leigh Ann Ahmad Leigh Ahmad
Signature

Leigh Ann Ahmad
Print name

Parent
Seat (Parent, Community Member, Teacher)

7/22/2026
Date seated

7/1/2026
Date current term of seat began

6/30/2029
Date current term of seat expires

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Signature

Mark Gureseth

Print name

Teacher

Seat (Parent, Community Member, Teacher)

10/21/25

Date seated

7/1/2024

Date current term of seat began

6/30/2027

Date current term of seat expires

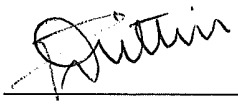
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Signature

MAYUR HITTIN

Print name

PARENT

Seat (Parent, Community Member, Teacher)

07/21/2026

Date seated

7/1/ 2026

Date current term of seat began

6/30/ 2029

Date current term of seat expires

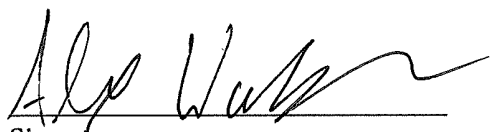
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Signature

Alex Walker
Print name

Teacher
Seat (Parent, Community Member, Teacher)

7/21/26
Date seated

7/1/26
Date current term of seat began

6/30/29
Date current term of seat expires

# Novation Education Opportunities

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Martin Gaslin

Signature

Martin Gaslin

Print name

Teacher

Seat (Parent, Community Member, Teacher)

7/21/2026

Date seated

7/1/2026

Date current term of seat began

6/30/29

Date current term of seat expires

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Signature

Jen Lawson

Print name

Community Member

Seat (Parent, Community Member, Teacher)

4/21/26

Date seated

7/1/25

Date current term of seat began

6/30/28

Date current 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).**

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 and cannot be revised during the contract renewal evaluation year.

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 indicators 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.**

   NA (change in authorizer)

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 Contract Section 6 Operating Requirements Subsection 6.14. Insurance.

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 Contract Section 6 Operating Requirements Subsection 6.15. Assumption of Liability.

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: October 1, 2026

    Expiration date: June 30, 2031

    Note: The contract term is warranted based on the results of the MDE-approved NEO AAP Performance Framework evaluation completed in the MDE-approved NEO AAP Change in Authorizer application process.

    Math and Science Academy earned 98.48% of points possible overall (and at least 50% in each performance area (academic, climate, financial, operational) which made them eligible for a five-year contract term.

    Basis for Five-Year Contract Term

    NEO determined that a five-year contract term is warranted based upon MSA's academic, financial, and operational performance and NEO's evaluation conducted pursuant to its MDE-approved Change in Authorizer process and Approved Authorizer Plan.

    As part of that evaluation, NEO examined the basis for SAM's shortened contract term, the status of the concerns that led to that determination, MSA's remaining unmet contractual obligations, and MSA's academic, financial, operational, governance, and compliance performance.

    NEO determined that two distinct matters needed to be considered separately. First, SAM's three-year corrective-action renewal term resulted from a pattern of governance, compliance, and related operational concerns and the need for continued monitoring to ensure that corrective measures were sustained. NEO confirmed through information provided by SAM that the Notices of Concern underlying that corrective-action status had subsequently been resolved to SAM's satisfaction and that MSA was no longer subject to the corrective action that necessitated the three-year term. NEO's independent review also identified no outstanding compliance infractions at the time of its evaluation.

Second, NEO separately considered MSA's unmet academic performance goals and other outstanding obligations under the SAM contract. NEO did not treat resolution of the prior corrective-action status as resolution of those unmet contract goals. Instead, the remaining outstanding obligations are expressly identified in Item 17 of this Agreement and are subject to defined contractual actions, monitoring requirements, and resolution standards.

As previously noted, NEO's determination also took into account MSA's performance under NEO's MDE-approved Performance Framework. MSA earned 98.48 percent of the total points possible and achieved at least Satisfactory performance in each evaluated performance area. NEO's evaluation demonstrated strong overall academic performance, including student growth and graduation outcomes; strong financial performance, including a 37.27 percent fund balance and no findings in the most recently reviewed audit; and operational and compliance performance supporting a five-year term.

Based upon the totality of this evidence, including specific consideration of the circumstances underlying SAM's prior three-year corrective-action term, NEO determined that the conditions that warranted SAM's shortened corrective-action term do not warrant continuation of a shortened term under NEO.

The remaining unmet contractual obligations warrant continued accountability and monitoring and are addressed through Item 17, but do not, when considered together with MSA's overall academic, financial, and operational performance, warrant reducing the five-year contract term otherwise supported by NEO's approved evaluation criteria.

**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).**

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

Students with Disabilities

Compliance: The School shall comply with Minnesota Statute Sections 125A.02, 125A.03 to 125A.24 and 125A.65, concerning the provision of education services to students with a disability at the School.

Special Education Director: The School shall employ or contract with a special education director who shall be responsible for program development, coordination and evaluation; planning for professional development and general programmatic and fiscal supervision and administration.

Systems and Services: The School shall implement, at a minimum (a) a child-find system to identify students with disabilities and students who are suspected of having disabilities; such system will include a procedure for receiving referrals from parents, teachers, outside agencies, and physicians; (b) a system for conducting comprehensive initial and re-evaluations to determine eligibility for special education and related services; (c) a full range of special education services to ensure that all students with disabilities are provided with the specially-designed instruction and related services based on their disability-related needs; and (d) a system for monitoring appropriate and proper due process procedures to ensure effective and efficient child study procedures and methods of providing special education services for identified students.

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

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

**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 Math and Science 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 36 points out of 66 points possible (54.55%) 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.

Schools 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 purposes of Math and Science Academy are to increase quality learning opportunities for all students, encourage the use of different and innovative teaching methods, measure learning outcomes and create different and innovative forms of measuring outcomes, and create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site. At the annual site visit, NEO will verify that Math and Science Academy is implementing the additional purposes.

Increase quality learning opportunities for all students:

MSA students are required to achieve requisites beyond the state standards and guidelines. For example, high-school graduation requires every student to complete a math program through calculus, and a science program that includes earth science, biology, and chemistry or physics. Students are required to take English and social studies every year, four years of high-school Spanish, and one year of fine arts. As a natural extension of math and science, STEM is embedded to give students opportunities in computer coding, engineering, and robotics.

Grade-level student success teams meet twice a month to identify students who are struggling and determine ways to improve student learning. Teachers then provide additional support during class or through an intervention teacher. Students have an advisory daily. During advisory, students have social-emotional lessons, academic support from their teachers, and college and career readiness lessons.

At the annual site visit, NEO will verify that the graduation criteria include the requisites beyond the state standards and guidelines.

Encourage the use of different and innovative teaching methods:

.
Teachers have embraced the Culturally Responsive Teaching and the Brain work by Zaretta Hammond. This work pushes teachers to move students from dependent to independent learning using culturally responsive methods. Teachers embarked on a book study of Grading for Equity. A group of teacher leaders are assisting teachers to move to a more equitable grading methodology by implementing grading strategies that are motivating and help students identify their progress toward meeting the standards. This work will continue for the term of the contract.

The block schedule has allowed students to do more learning through projects. Students report a deeper understanding of the content and a lower-stress environment. Additional teacher collaboration time allows teachers to build interdisciplinary projects. For example, the tenth-grade teachers completed a combined English and school studies project.

At the annual site visit, NEO will verify that the School is implementing a more equitable grading methodology and block scheduling.

Measure learning outcomes and create different and innovative forms of measuring outcomes:

Teachers are dedicated to helping students reach mastery of the content. They collaborate to improve student outcomes. Students who are struggling are given interventions either in the classroom or with an intervention teacher. The staff has taken ownership of student learning and now adjusts instruction to ensure that all students are learning. Students are still expected to meet and exceed proficiency, but it is through a learning partnership with the teaching staff.

All sixth-grade students take a semester-long reading course. Students who do not reach proficiency by the end of the semester are given continuing support until they are proficient. Students who master the grade-level standards get extensions to their learning. Ninth-grade students who do not have the equivalent of Integrated Math 1, take an intensive Integrated Math 1 and 2. This allows all students to reach a higher level of math proficiency.

Teachers continuously assess students, give feedback, and support them in moving to proficiency. The staff develops lessons and assessments that are aligned with the state standards and can intervene as soon as students begin to fall behind or offer extensions if they have already learned the material.

At the annual site visit, NEO will verify that the School is implementing a multi-tiered system of supports as described above.

Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site:

MSA improves pupil learning by implementing Professional Learning Communities. All required courses are aligned to the state standards. Teachers have developed learning targets aligned with the standards. Teachers are implementing data teams. Teachers develop innovative ways to implement and assess student learning and support both accelerated and struggling learners.

At the annual site visit, NEO will verify that the School is implementing the PLC as described above.

The Climate Performance Indicators are worth 9.09% of the total Performance Framework points possible, the Operations Performance Indicators are worth 15.15% and the Finance Performance Indicators are worth 21.21%. These indicators measure student attendance, parent satisfaction, student retention, legal compliance and fiscal health.

NEO and the School 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 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 |
|---|---|---|---|---|
| **Students and Families** | | | | |
| Notify parents of the coming closure: Parents or legal guardians of all students enrolled should be notified as soon as the decision is made to close the School. The notice should include the School's plans to help students identify and transition into a new School. The notice should include 1) the date of the last day of regular instruction, 2) information and offer of assistance sufficient to enable the student to reenroll in another School, 3) a list of and contact information for the charter, public and private Schools in the area, and 4) the date of optional School fair coordinated by the School with representatives of area Schools. Provide the Authorizer with a copy of the notice. 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 |
|---|---|---|---|---|
| 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. | School | | | |
| 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. | School | | | |

| | Responsible Party | Timeline for Completion | Actual Completion | Status |
|---|---|---|---|---|
| No later than 10 business days after the School closes, send student records to the new School including; 1) Individualized Education Programs and all records regarding special education and supplemental services,<br>2) student health and immunization records,<br>3) attendance records,<br>4) grades,<br>5) assessments/testing data,<br>6) credits earned,<br>7) MARSS numbers, and all other student records.<br>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.<br>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. | School | | | |
| **Staff** | | | | |
| 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 |
|---|---|---|---|---|
| **Financial and Legal** | | | | |
| Create a closure cost budget and provide it to NEO. Based on the budget, create a segregated account to cover closure costs. Segregate by School Board resolution in the separate checking account at least $50,000 in funds 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 (Sp.Ed. information required during a School closure is essentially the same information that would be required during a Special Ed. 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 |
|---|---|---|---|---|
| Examine contracts with vendors and arrange for their termination – seek to fulfill contractual requirements to the greatest extent possible given the School's resources.<br>If the local education agency (LEA) contracts with an outside vendor to complete fiscal work specify how financial information will be accessed until dissolution.<br>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. | School | | | |
| Ensure safe-keeping of the School's physical assets, financial assets, and the facility during the shutdown process.<br>Auction/sell assets in a manner that avoids conflicts of interests.<br>Protect assets against theft, misappropriation and deterioration.<br>Maintain insurance as until final dissolution.<br>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. | School | | | |
| Formulate list of creditors and debtors and any amounts accrued and unpaid.<br>Provide this list to the Authorizer. Solicit from each creditor a final accounting of the School's accrued and unpaid debt.<br>Negotiate a settlement of debts. Within thirty (30) days the School must contact all debtors and demand payment.<br>Debtors include persons who owe the School fees or credits and any person holding property of the School. | School | | | |
| The School must reconcile its billings and payments with the districts, including special education payments. | 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 |
|---|---|---|---|---|
| **Notifications and Miscellaneous** | | | | |
| 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<br>1) the closure date,<br>2) students that they will be getting,<br>3) a phone number/contact person to call for records, and<br>4) notification regarding cessation and transportation services if applicable.<br>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. Plan to Address Outstanding Obligations from Previous Contract**

MDE determined that the plan to address outstanding obligations from the previous contract is compliant with §124E.10, subd. 5 and MDE expressly acknowledged that the contract contained the plan.

Pursuant to Minn. Stat. §124E.10, subd. 5, the following table identifies outstanding obligations from MSA's previous charter contract and establishes the contractual plan for addressing those obligations.

In response to MDE feedback for clarification, NEO added specificity to the plans.

MSA shall implement the contractual actions identified on the following pages.

NEO shall monitor implementation and performance using the identified evidence and oversight frequency.

For purposes of this plan, an outstanding obligation will be considered addressed when the Resolution Standard identified for that obligation has been met.

The Resolution Standards below are carried forward from MSA's previous charter contract solely for purposes of addressing outstanding obligations pursuant to Minn. Stat. §124E.10, subd. 5.

They do not replace, modify, or establish additional academic or nonacademic outcomes under the NEO-MSA Performance Framework.

Revised Outstanding Obligations Table (Clarifications/Greater Specificity)

| Outstanding Prior-Contract Obligation | Prior Contract Target / Status | Contractual Plan and Required Actions | Monitoring Evidence | NEO Oversight / Frequency | Resolution Standard |
|---|---|---|---|---|---|
| 1. Reading Achievement Gap – White/Black & African American Students | Prior SAM target: MCA Reading proficiency gap of less than 10 percentage points. 2025 gap: 31.8 points; not on track. | MSA will conduct six-week focus-group data-review cycles using benchmark assessments, classroom performance, attendance, and intervention-participation data. Students requiring additional support will receive Tier 2 or Tier 3 reading interventions. PLC teams will implement standards-aligned small-group instruction, targeted reading supports, and culturally responsive instructional practices. | MCA Reading proficiency data for White and Black &African American Students; Documentation of the six-week cycle and MTSS interventions (Tier 2 or 3) reading interventions. PLC dated agendas. | School leadership reviews monthly. Board academic committee receives quarterly progress reports. NEO reviews performance through its established academic monitoring process until resolution standard is met. | MCA Reading proficiency gap between White and Black/African American students is less than 10 percentage points. |
| 2. Reading Achievement Gap – FRP/Non-FRP Students | Prior SAM target: MCA Reading proficiency gap of less than 7 percentage points. 2025 gap: 21.6 points; not on track. | MSA will implement MTSS reading interventions, structured intervention scheduling, focus-group progress monitoring, and targeted literacy supports for FRP students. Leadership will conduct recurring data reviews to identify barriers involving attendance, intervention access, and instructional-support needs. | MCA Reading proficiency data for FRP and Non-FRP Students; Documentation of the MTSS interventions. Leadership data reviews. | School leadership reviews monthly. Board receives quarterly progress reports. NEO reviews performance through its established academic monitoring process until resolution standard is met. | MCA Reading proficiency gap between FRP and non-FRP students is less than 7 percentage points. |

| Outstanding Prior-Contract Obligation | Prior Contract Target / Status | Contractual Plan and Required Actions | Monitoring Evidence | NEO Oversight / Frequency | Resolution Standard |
|---|---|---|---|---|---|
| 3. Math Achievement Gap – White/Black & African American Students | Prior SAM target: MCA Math proficiency gap of less than 10 percentage points. 2025 gap: 37.9 points; not on track. | MSA will implement targeted math interventions, focus-group data-analysis cycles, standards-aligned instructional adjustments, and extended-learning opportunities focused on Black/African American students. PLC teams will regularly review student-performance data to identify instructional gaps and intervention needs. | MCA Math proficiency data for White and Black &African American Students; Documentation of the data-analysis cycles and MTSS interventions (Tier 2 or 3) math interventions. Documentation of extended learning opportunities. PLC dated agendas. | School leadership reviews monthly. Board receives quarterly progress reports. NEO reviews performance through its established academic monitoring process until resolution standard is met. | MCA Math proficiency gap between White and Black/African American students is less than 10 percentage points. |
| 4. Math Achievement Gap – FRP/Non-FRP Students | Prior SAM target: MCA Math proficiency gap of less than 10 percentage points. 2025 gap: 29.5 points; not on track. | MSA will implement targeted math interventions, structured intervention scheduling, progress-monitoring systems, and family-communication supports for FRP students. Progress will be reviewed through recurring focus-group instructional-data cycles to identify students requiring additional support. | MCA Math proficiency data for FRP and Non-FRP Students; Documentation of the MTSS interventions (targeted math interventions). Documentation of family communication. Leadership data reviews. | School leadership reviews monthly. Board receives quarterly progress reports. NEO reviews performance through its established academic monitoring process until resolution standard is met. | MCA Math proficiency gap between FRP and non-FRP students is less than 10 percentage points. |

| Outstanding Prior-Contract Obligation | Prior Contract Target / Status | Contractual Plan and Required Actions | Monitoring Evidence (examples) | NEO Oversight / Frequency | Resolution Standard |
|---|---|---|---|---|---|
| 5. High School Science – Absolute Proficiency | Prior SAM target: each year, high-school MCA Science proficiency at least 20 percentage points above the state average. 2024–25 could not be evaluated because the high-school Science MCA was not administered following MSA's Biology course-sequencing change. | MSA will administer the applicable high-school MCA Science assessment consistent with state assessment requirements and its instructional sequence. Leadership and instructional staff will review results, identify areas requiring support, and implement standards-aligned instructional or intervention responses based on the results. | High-school MCA Science results; state comparison data; applicable benchmark/course-performance data; instructional data-review documentation (ex. dated PLC agendas). | School leadership reviews results following release of MCA Science data and reports results to the Board. NEO reviews the results through its established academic monitoring process until resolution standard is met. | MSA's high-school MCA Science proficiency rate is at least 20 percentage points above the state average. |
| 6. High School Science – Comparative Proficiency | Prior SAM target: each year MSA will demonstrate higher Science proficiency than ISD 833 and the state average for the same grades served. Grade 8 met the requirement; high school could not be evaluated because high-school MCA Science data were unavailable. | MSA will administer the applicable high-school MCA Science assessment and review comparative performance data against ISD 833 and the state. Leadership and instructional staff will identify areas requiring improvement and implement standards-aligned instructional or intervention responses based upon the results. | High-school MCA Science results; ISD 833 comparison data; state comparison data; instructional data-review documentation (ex. dated PLC agendas). | School leadership reviews results following release of MCA Science data and reports results to the Board. NEO reviews comparative results through its established academic monitoring process until resolution standard is met. | MSA's high-school MCA Science proficiency rate exceeds both ISD 833 and the state average for the same grades served. |

| Outstanding Prior-Contract Obligation | Prior Contract Target / Status | Contractual Plan and Required Actions | Monitoring Evidence (examples) | NEO Oversight / Frequency | Resolution Standard |
|---|---|---|---|---|---|
| 7. PSAT Math College Readiness | Prior SAM target: each year at least 80% of 10th-grade students participate and at least 75% meet or exceed the Math benchmark. Participation was met; benchmark attainment was 59% in 2025 and 69% in 2026; not met. | MSA will maintain high PSAT participation and a rigorous math sequence through Calculus and provide instructional supports aligned to Algebra II, advanced algebraic reasoning, problem solving, and PSAT-assessed standards. Student-readiness data will be reviewed to identify areas requiring additional instructional emphasis and support. | PSAT participation data; List of graduation requirements and course catalog; Math benchmark-attainment data; Documentation of course-completion; academic progress monitoring; assessment-analysis. | School leadership reviews PSAT results annually following release and reports results to the Board academic committee. NEO reviews results through its established academic monitoring process until resolution standard is met. | At least 80% of eligible 10th-grade students participate in the PSAT and at least 75% meet or exceed the grade-level Math benchmark. |
| 8. ACT Math College Readiness | Prior SAM target: each year at least 85% of 11th-grade students participate and at least 75% meet or exceed the Math college-readiness benchmark. Participation was met; Math benchmark attainment was 58%; not met. | MSA will require advanced math coursework through Calculus or AP Calculus AB, provide access to advanced science coursework, and provide college-readiness supports through counseling, advising, and ACT-preparation programs. Student-performance trends will be reviewed to identify additional instructional needs and supports. | ACT participation data; List of graduation requirements and course catalog; Math benchmark-attainment data; Documentation of course-completion; academic progress monitoring; assessment-analysis. | School leadership reviews ACT results annually following release and reports results to the Board. NEO reviews results through its established academic monitoring process until resolution standard is met. | At least 85% of eligible 11th-grade students participate in the ACT and at least 75% meet or exceed the ACT Mathematics college-readiness benchmark. |

| Outstanding Prior-Contract Obligation | Prior Contract Target / Status | Contractual Plan and Required Actions | Monitoring Evidence (examples) | NEO Oversight / Frequency | Resolution Standard |
|---|---|---|---|---|---|
| 9. Exhibit K Posting/Review | Prior SAM target: each year, Exhibit K posted as a Board agenda item and reviewed by August 31. Not completed for the 2025 year; completed July 22, 2025, for the 2026 year. | The MSA Board will annually place the applicable governance requirements on a Board meeting agenda, conduct the required review, determine compliance status, respond to identified areas requiring action, and document the review and resulting action in the Board minutes. | Board agenda; Board minutes | MSA completes the review annually by August 31. NEO verifies completion through annual compliance monitoring. | The required annual governance review is placed on a Board agenda, completed by August 31, and documented in the Board minutes. |

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

| Name | E-mail | Position (Chair, Vice Chair, Secretary, Treasurer) | Seat (Parent, Community Member, Teacher with File Folder #) | Seat Term Start and End Dates |
|---|---|---|---|---|
| Kari Koerner | karikoerner@mnmsa.org | Board Chair | Parent Rep. | 7/1/2024<br>6/30/2027 |
| Brian Linzmeier | brianlinzmeier@mnmsa.org | Vice Chair | Community Rep. | 7/1/2024<br>6/30/2027 |
| Alex Walker | awalker@mnmsa.org | Board Member | Teacher Rep.<br>FFN 468233 | 7/1/2026<br>6/30/2029 |
| Jen Neisse | jneisse@mnmsa.org | Secretary | Teacher Rep.<br>FFN 386997 | 7/1/2025<br>6/30/2028 |
| Mark Greseth | mgreseth@mnmsa.org | Treasurer | Teacher Rep.<br>FFN 488183 | 7/1/2024<br>6/30/2027 |
| Marty Gaslin | mgaslin@mnmsa.org | Board Member | Teacher Rep.<br>FFN 311075 | 7/1/2026<br>6/30/2029 |
| Leigh Ann Ahmad | leighannahmad@mnmsa.org | Board Member | Parent Rep. | 7/1/2025<br>6/30/2028 |
| Mayur Hittin | mhittin@mnmsa.org | Board Member | Parent Rep. | 7/1/2026<br>6/30/2029 |
| Jen Larson | jenlarson@mnmsa.org | Board Member | Community Rep. | 7/1/2025<br>6/30/2028 |

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

See following pages.

# 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: | Math & Science Academy |
| Date Filed: | 06/26/1998 |
| File Number: | 1R-806 |
| Minnesota Statutes, Chapter: | 317A |
| Home Jurisdiction: | Minnesota |
| This certificate has been issued on: | 03/07/2026 |

Steve Simon
Secretary of State
State of Minnesota

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

See following pages.

PBC

# State of Minnesota

# SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

I, Joan Anderson Growe, 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: Math & Science Academy

Corporate Charter Number: 1R-806

Chapter Formed Under: 317A

This certificate has been issued on 06/26/1998.

THE GREAT SEAL OF THE STATE OF MINNESOTA 1858

Joan Anderson Growe
Secretary of State.

IR-806

8051

Dec 1 '97 11:37 P.01

# STATE OF MINNESOTA
# SECRETARY OF STATE
# ARTICLES OF INCORPORATION
## *Business and Nonprofit Corporations*

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUN 26 1998
Joan Anderson Growe
Secretary of State

#5/22

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK.
Please read the directions on the reverse side before completing this form. All information on this form is public information.

TO EXPEDITE THE RETURN OF YOUR DOCUMENTS, PLEASE SUBMIT A STAMPED, SELF-ADDRESSED ENVELOPE.

The undersigned incorporator(s) is an (are)individual(s) 18 years of age or older and adopt the following articles of incorporation to form a (mark ONLY one):

☐ FOR-PROFIT BUSINESS CORPORATION (Chapter 302A) ☒ NONPROFIT CORPORATION (Chapter 317A)

*ARTICLE I* NAME

**The name of the corporation is:**

Math & Science Academy

(Business Corporation names must include a corporate designation such as Incorporated, Corporation, Company, Limited or an abbreviation of one of those words.)

*ARTICLE II* REGISTERED OFFICE ADDRESS AND AGENT

The registered office address of the corporation is:

1493 Huron Street, St. Paul, MN 55108

(A complete street address or rural route and rural route box number is required: the address cannot be a P.O. Box) City State Zip

The registered agent at the above address is: Dimitrios Hilton

(Note: You are not required to have a registered agent.) Name

*ARTICLE III* SHARES

The corporation is authorized to issue a total of (zero) shares.

(If you are a business corporation you must authorize at least one share. Nonprofit corporations are not required to have shares.)

*ARTICLE IV* INCORPORATORS

I (We), the undersigned incorporator(s) certify that I am (we are) authorized to execute these articles and that the information in these articles is true and correct. I (We) also understand that if any of this information is intentionally or knowingly misstated that criminal penalties will apply as if I had signed these articles under oath. (Provide the name and address of each incorporator. Each incorporator must sign below. List the incorporators on an additional sheet if you have more than two incorporators.)

Dimitrios Hilton, 1493 Huron Street, St. Paul, MN 55108 [signature]
Name Street City State Zip Signature

Ronald Cockrell 943 Century Ave. Maplewood MN 55119 [signature]
Name Street City State Zip Signature

List the Standard Industrial Classification Code (SIC) that most accurately describes the nature of the business of this corporation. Select one of the 2-digit SIC Codes listed on the backside of this form. _____

Print name and phone number of person to be contacted if there is a question about the filing of these articles.

Dimitrios Hilton (612) 386-4659
Name Phone Number

081390

# *MINNESOTA SECRETARY OF STATE*
# *AMENDMENT OF ARTICLES OF INCORPORATION*

**BEFORE COMPLETING THIS FORM, PLEASE READ INSTRUCTIONS LISTED BELOW.**

**CORPORATE NAME:**(List the name of the company prior to any desired name change)

Math and Science Academy

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.

The following amendment(s) of 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 numbered pages. (Total number of pages including this form 2 (two).)

ARTICLE IV

also The Math and Science Academy would like to:

(1) Affirm That we will be a nonprofit corporation as defined by 501(c)3 of the Internal Revenue Code.

(2) Affirm That the Math and Science Academy will operate as a public charter school under Minnesota Statute 120.064

(3) Affirm that the Math and Science Academy will comply with federal non-discrimination law and with the Minnesota Human Rights Act.

This amendment has been approved pursuant to *Minnesota Statutes chapter 302A or 317A.* I certify that I am authorized to execute this amendment and I further certify that I understand that by signing this amendment, I am subject to the penalties of perjury as set forth in section 609.48 as if I had signed this amendment under oath.

8/27/98

(Signature of Authorized Person)

INSTRUCTIONS

1. Type or print with black ink.
2. A Filing Fee of: $35.00, made payable to the Secretary of State.
3. Return completed forms to:

**Secretary of State**
**180 State Office Building**
**100 Constitution Ave.**
**St. Paul, MN 55155-1299**
**(612)296-2803**

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80 SOUTH EIGHTH STREET
MINNEAPOLIS, MINNESOTA 55402
TELEPHONE (612) 334-8400
FACSIMILE (612) 334-8650

BRIGGS AND MORGAN
PROFESSIONAL ASSOCIATION

WRITER'S DIRECT DIAL
(612) 334-8482
WRITER'S E-MAIL
carste@briggs.com

January 8, 1999

**VIA U.S. MAIL**

Minnesota Secretary of State
180 State Office Building
100 Constitution Avenue
St. Paul, MN 55155

**Re: Certificate of Assumed Name**

Dear Madam/Sir:

Enclosed for filing with the Minnesota Secretary of State's office please find the Certificate of Assumed Name (the "Certificate") for **Minnesota Math & Science Academy**. Also enclosed is a check in the amount of $25.00 for the filing fee. Please return the filed Certificate in the envelope provided.

If you have any questions regarding the enclosed, you may contact me directly at 612-334-8482.

Very truly yours
**BRIGGS AND MORGAN, P.A.**

Stephanie L. Carrier
Paralegal

Enclosures
cc: Dimitrious Hilton (via fax w/enclosures)
John A. Cairns, Esq. (w/enclosures)

10134

STATE OF MINNESOTA
**SECRETARY OF STATE**
**CERTIFIC E OF**
**ASSUMED NAME**
*Minnesota Statutes Chapter 333*

FOR OFFICE USE ONLY
Secretary of State Information

**Read the directions on reverse side before completing.**

**Filing Fee: $25.00**

All information on this form is public information.

To expedite the return of your documents, please submit a stamped self-addressed envelope.

**The filing of an assumed name does not protect a user's exclusive rights to that name. The filing is required as a consumer protection, in order to enable consumers to be able to identify the true owner of a business.**

**PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK FOR MICROFILMING PURPOSES.**

1. State the exact assumed name under which the business is or will be conducted: (one business name per application)

   Minnesota Math & Science Academy

2. State the address of the principal place of business. A complete street address or rural route and rural route box number is required; *the address cannot be a P.O. Box.*

   1493 Huron Street — St. Paul — Minnesota — 55108
   Street — City — State — Zip code

3. List the name and complete street address of all persons conducting business under the above Assumed Name. Attach additional sheet(s) if necessary. If the business owner is a corporation or other business entity, list the legal name and registered office address.

| Name *(please print)* | *Street* | *City* | *State* | *Zip* |
|---|---|---|---|---|
| Math & Science Academy d/b/a Minnesota Math & Science Academy, | 1493 Huron Street, | St. Paul, | MN | 55108 |
| | | | | |
| | | | | |

4. List the Standard Industrial Code (SIC) that most accurately describes the nature of the business operating under this name 99. Select one of the 2-digit SIC Codes listed on the reverse side of this form.

5. I certify that I am authorized to sign this certificate and I further certify that I understand that by signing this certificate, I am subject to the penalties of perjury as set forth in *Minnesota Statutes section 609.48* as if I had signed this certificate under oath.

John Alan

Signature (ONLY one person listed in #3 is required to sign.)

January 8, 1999
Date

John A. Cairns - Counsel
Print Name and Title

Dimitrious Hilton — 612-386-4659

2400 IDS CENTER
80 SOUTH 8TH STREET
MINNEAPOLIS, MINNESOTA 55402
TELEPHONE: (612)334-8400
FACSIMILE: (612) 334-8650
www.briggs.com

# BRIGGS AND MORGAN

PROFESSIONAL ASSOCIATION

**January 8, 1999**

Please deliver the following **3 page(s)** (This includes this cover sheet)

**To:**

Recipient Name:
Dimitrious Hilton

Fax Number:
651-488-4852

Company:
Math & Science Academy

Telephone Number:
612-386-4659

**From:**

Name of Sender: **Stephanie Carrier**
Telephone # of Sender: 612-334-8482

**Instructions or Comments:**

If you have any problems receiving these pages, please contact us at (612)334-8520 and ask to speak with the FAX operator.

CONFIDENTIAL FAX

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named on the cover sheet. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the address listed on the cover sheet via the U.S. Postal Service. Thank You.

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FOR: MSA 651 488 4852

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# STATE OF MINNESOTA
# SECRETARY OF STATE
# ARTICLES OF INCORPORATION
## *Business and Nonprofit Corporations*

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUN 26 1998
Joan Anderson Growe
Secretary of State

$35/22

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK.
Please read the directions on the reverse side before completing this form. All information on this form is public information.

TO EXPEDITE THE RETURN OF YOUR DOCUMENTS, PLEASE SUBMIT A STAMPED, SELF-ADDRESSED ENVELOPE.

The undersigned incorporator(s) is an (are)individual(s) 18 years of age or older and adopt the following articles of incorporation to form a (mark ONLY one):

☐ FOR-PROFIT BUSINESS CORPORATION (Chapter 302A) ☒ NONPROFIT CORPORATION (Chapter 317A)

### *ARTICLE I* NAME

The name of the corporation is:

Math & Science Academy

(Business Corporation names must include a corporate designation such as Incorporated, Corporation, Company, Limited or an abbreviation of one of those words.)

### *ARTICLE II* REGISTERED OFFICE ADDRESS AND AGENT

The registered office address of the corporation is:

1493 Huron Street, St. Paul, MN 55108

(A complete street address or rural route and rural route box number is required: the address cannot be a P.O. Box) City State Zip

The registered agent at the above address is: Dimitrios Hilton

(Note: You are not required to have a registered agent.) Name

### *ARTICLE III* SHARES

The corporation is authorized to issue a total of (zero) shares.
(If you are a business corporation you must authorize at least one share. Nonprofit corporations are not required to have shares.)

### *ARTICLE IV* INCORPORATORS

I (We), the undersigned incorporator(s) certify that I am (we are) authorized to execute these articles and that the information in these articles is true and correct. I (We) also understand that if any of this information is intentionally or knowingly misstated that criminal penalties will apply as if I had signed these articles under oath. (Provide the name and address of each incorporator. Each incorporator must sign below. List the incorporators on an additional sheet if you have more than two incorporators.)

Dimitrios Hilton, 1493 Huron Street, St. Paul, MN 55108
Name Street City State Zip Signature

Ronald Cockriel 943 Century Ave. Maplewood MN 55119
Name Street City State Zip Signature

List the Standard Industrial Classification Code (SIC) that most accurately describes the nature of the business of this corporation. Select one of the 2-digit SIC Codes listed on the backside of this form. _____

Print name and phone number of person to be contacted if there is a question about the filing of these articles.

Dimitrios Hilton (612) 386-4659
Name Phone Number

081390

# *MINNESOTA SECRETARY OF STATE*
# *AMENDMENT OF ARTICLES OF INCORPORATION*

**BEFORE COMPLETING THIS FORM, PLEASE READ INSTRUCTIONS LISTED BELOW.**

**CORPORATE NAME:**(List the name of the company prior to any desired name change)

Math and Science Academy

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.

The following amendment(s) of 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 numbered pages. (Total number of pages including this form 2 (two).)

ARTICLE IV

also The Math and Science Academy would like to:

(1) Affirm That we will be a nonprofit corporation as defined by 501(c)3 of the Internal Revenue Code.

(2) Affirm That the Math and Science Academy will operate as a public Charter school under Minnesota Statute 120.064

(3) Affirm that The Math and Science Academy will comply with federal non-discrimination law and with the Minnesota Human Rights Act.

This amendment has been approved pursuant to *Minnesota Statutes chapter 302A or 317A.* I certify that I am authorized to execute this amendment and I further certify that I understand that by signing this amendment, I am subject to the penalties of perjury as set forth in section 609.48 as if I had signed this amendment under oath.

[signature] 8/27/98

(Signature of Authorized Person)

**INSTRUCTIONS**

1. Type or print with black ink.
2. A Filing Fee of: $35.00, made payable to the Secretary of State.
3. Return completed forms to:

**Secretary of State**
**180 State Office Building**
**100 Constitution Ave.**
**St. Paul, MN 55155-1299**
**(612)296-2803**

**FOR OFFICE USE ONLY**

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

See following pages.

# BYLAWS OF MATH AND SCIENCE ACADEMY

## CERTIFICATE OF ADOPTION

The undersigned Officers of the Board of Directors of Math and Science Academy, a Minnesota Non-Profit Corporation, hereby certifies that the following revised "Bylaws of Math and Science Academy" were amended and made effective on April 22, 2025; and, that all previous Bylaws have been repealed and are no longer in effect. The governance model was improved with the approval of the Authorizer and with the majority vote of the Board of Directors and majority vote of the licensed teachers April 17, 2023.

| | | | |
|---|---|---|---|
| Wendell Sletten, Chair | 4/22/2025 Date | Brian Linzmeier, Vice-Chair | 4/22/2025 Date |
| Isaac Leonhardi, Treasurer | 4/22/25 Date | Sarah Harms, Secretary | 4/22/25 Date |

*Adopted:*
*April 17, 2023*
*Amended:*
*May 21, 2024*
*June 13, 2024*
*February 25, 2025*
*April 22, 2025*

# Bylaws of Math and Science Academy

## Table of Contents

ARTICLE I: Purpose ..... 3
ARTICLE II: Offices ..... 3
ARTICLE III: Minnesota Law Compliance ..... 3
ARTICLE IV: Board of Directors ..... 3
ARTICLE V: Board Officers ..... 8
ARTICLE VI: Distribution of Assets ..... 9
ARTICLE VII: Indemnification and Insurance ..... 10
ARTICLE VIII: Financial Matters ..... 10
ARTICLE IX: Amendments ..... 11

# Bylaws of Math and Science Academy

## ARTICLE I: Purpose

The purpose of Math and Science Academy (MSA) is as stated in its Articles of Incorporation, as amended.

## ARTICLE II: Offices

The registered office of MSA in the State of Minnesota is as stated in the Articles of Incorporation, as amended. MSA 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 III: Minnesota Law Compliance

The governance of the Corporation will at all times be in accord with the provisions of Minnesota Charter School Law and such other provisions of Minnesota laws as are therein referenced, all other statutory requirements, and in compliance with the Minnesota Open Meeting Law and Minnesota Government Data Practices Act. In the event that there are conflicts between the provisions of the Minnesota Charter School Law and the Minnesota Non-Profit Corporation Act, the provisions of the Charter School Law shall govern. Likewise, the Minnesota Open Meeting Law takes precedence over any conflict with the Non-Profit Corporation Act.

## ARTICLE IV: Board of Directors

### SECTION A. General Powers

The affairs of MSA shall be managed by its Board of Directors. The Board shall have the power and authority to do all acts and perform all functions that MSA may do or perform, except as limited by Minnesota Statutes and these Bylaws.

### SECTION B. General Duties

The Board of Directors shall decide and is responsible for policy matters related to operating the school, including budgeting, curriculum programming, personnel, and operating procedures. The Board shall adopt a nepotism policy. The Board shall adopt personnel evaluation policies and practices that, at a minimum:

- carry out the school's mission and goals;
- evaluate how charter contract goals and commitments are executed;
- evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals;
- establish a teacher evaluation process under section 124E.03, subdivision 2, paragraph (h); and,
- provide professional development related to the individual's job responsibilities.

## SECTION C. NUMBER, TERM AND QUALIFICATIONS

### 1. NUMBER

The Board of Directors shall consist of at least five (5) but not more than nine (9) unrelated voting Members, all of whom meet the Qualifications set forth in this Section C, and include:

- at least one (1) but not more than four (4) licensed teachers employed as a teacher by MSA or who provide instruction under contract between MSA and a cooperative. No other school employees shall serve on the Board;
- at least one (1) but not more than three (3) parents or legal guardians of a student enrolled at MSA who is not an employee of MSA; and,
- at least one (1) but not more than two (2) interested community members who reside in Minnesota, are not employed by MSA, and do not have a child enrolled in MSA.
- The Executive Director may only serve as Ex-Officio, non-voting members of the Board.
- Two (2) students enrolled at MSA in grades 10-12 may serve as non-voting Student Representatives of the Board.

### 2. TERM

Board of Director seat terms shall be for three (3) years, commencing on the July 1 following the election. The term of a Director appointed to fill a vacancy begins on the date of appointment and continues for the balance of the unexpired term. No director shall serve more than six (6) years consecutively, whether by appointment or election, without a minimum one (1) year break in service.

### 3. QUALIFICATIONS

A candidate for Director must meet the eligibility requirements stated in these bylaws and be reasonably expected to qualify for the entirety of the term.

(a) Teacher Director(s) who resign their position at MSA, or whose employment is terminated by MSA, is ineligible to be a Director and is removed from the Board as of the date of employment resignation or termination.

- A teacher employed by MSA who is also a parent of a child enrolled at MSA is eligible as a Teacher Director and ineligible as a Parent Director. Teacher Directors in compliance with Minn. Statute 122A.16 must be employed by the charter school at least 720 hours per academic year as the teacher of record in the field in which they are licensed or providing services to students in the field in which they are licensed.
- Teacher Directors cannot serve in an administrative or supervisory capacity for more than 240 hours in a school calendar year.

(b) Parent Director(s) who unenroll all of their children from MSA during such Director's term is ineligible to be a Parent Director and is removed from the Board as of the date of such withdrawal.

(c) Community Member Director(s) who, during their Board term, becomes employed by MSA or becomes a parent of a child enrolled at MSA, is ineligible to be a Community Member Director and is removed from the Board as of the date of such employment or enrollment. Community member directors cannot have been a staff member, parent, or student of MSA for the preceding six (6) years.

(d) Prohibitions:

(1). The Board shall not contain any related parties, as defined by Minnesota's Charter School Law, or any persons prohibited by the Charter School Law.

(2). All Board Directors and Committee Members must be at least 21 years of age. Current students can only be non-voting representatives on the Board of Directors.

(3). A Director who has resigned or been removed from the MSA Board is ineligible to serve as a Director for the six (6) years following the removal or resignation.

(4). Contractors providing facilities, goods, services to a school may not serve on the board. Contractors of an authorizer, who participate in decision-making of the authorizer, are ineligible to serve on the BOD of a school chartered by that authorizer.

(5). An individual is prohibited from serving on more than one charter school board at the same time in either an elected or ex-officio capacity, except for when an individual is serving as an administrator at more than one school then they may serve on each board as an ex-officio member.

(e) Student Representative(s): MSA acknowledges that being a student is the priority over being a Student Representative. MSA is committed to ensuring that the student's position on the board is a valuable and positive civic lesson. Student Representatives will be aligned with the Executive Director or a designee for mentorship, including onboarding and consistent help with the process and content of board meetings. Student Representatives will provide input to the Board and their role will be advisory to the Board. The Student Representative(s) will not have a vote. Student Representatives are not permitted to attend Closed Meetings, and will not be furnished with sensitive materials/information pertaining to personnel matters, legal action,

negotiation strategy, land acquisition, individual student discipline/family matters, or other confidential data.

## SECTION D. Designation and Change of Governance Structure

The composition of the Board of Directors must be consistent with Minnesota Statutes section 124E.07, subdivision 3, as amended. The term governance structure means having a majority of teachers, majority of parents, majority of community members, or no clear majority. The governance structure of the MSA Board of Directors is designated as no clear-majority. Any change in board governance structure must conform with the composition of the Board set forth in Minnesota Statutes section 124E.07, subdivision 4, as amended.

## SECTION E. Resignation and Removal of Directors

### 1. Resignation of Directors

Directors may resign at any time, effective immediately or at a specific later date, by giving written notice to the Board's Chair or Secretary. The resignation shall be effective at the time specified therein, or if no time is specified, at the time of receipt by the Chair or Secretary. The acceptance of such resignation shall not be necessary to make it effective.

### 2. Removal of Directors

A Director may be removed at any time, with or without cause, if two-thirds (⅔) of the remaining Directors present affirmatively vote to remove the Director.

## SECTION F. Board of Director Vacancies

Vacancies on the Board shall be filled by appointment with the affirmative vote of a majority of the remaining Directors, even if less than a quorum. A Director filling a vacancy shall hold office until the term of their predecessor expires.

## SECTION G. Board of Directors Training

New Directors shall attend initial training on the Board's role and responsibilities, employment policies and practices, and financial management in accord with Minnesota Statute 124E.07. A new Director who does not begin the required initial training within six (6) months after being seated and complete that training within 12 (twelve) months after being seated is automatically ineligible to continue to serve as a Director. Every Director shall attend annual training throughout the Director's term, in accord with Minnesota Statute 124.07. MSA shall include in its annual report the training that each Director attended during the previous year.

## SECTION H. Board of Directors Meetings

Board of Directors meetings shall comply with the Minnesota Open Meeting Law, Chapter 13D, as amended.

### 1. Organizational Meeting

An Organizational Meeting of the Board of Directors shall be held annually, at such time as determined by the Board, for the purpose of installing newly elected Board Directors, electing Officers, setting the dates and times of regular Board of Directors meetings, and transacting other business as comes before the Board.

### 2. Regular Meetings

Regular Meetings shall be held monthly at a consistent date and time.

### 3. Special Meetings

Special Meetings of the Board of Directors may be called at any time upon request of the Chair or any three (3) Directors, provided that such request specifies the purpose(s) for the meeting.

### 4. Emergency Meetings

An Emergency Meeting may be called because of circumstances that, in the judgment of the Board, require immediate consideration.

### 5. Quorum

A quorum consists of a majority of the voting Directors of the Board of Directors. If a quorum is not present at any such meeting, the Director(s) present shall have the power to adjourn the meeting and establish the time and place at which the meeting shall be continued when a quorum shall be present.

### 6. Vote

Each Director shall have the power to exercise one (1) vote unless a Director has declared a conflict of interest. The affirmative vote of a majority of a quorum of Directors shall constitute a duly authorized action of the Board.

## SECTION I. Compensation

Board Directors shall serve without compensation. However, Directors may be reimbursed for pre-approved actual and necessary expenses incurred while conducting MSA business.

## SECTION J. Board Committees

The Board of Directors, by resolution, may designate and define the authority of committees. Committee members must be natural persons, but need not be Board

Directors. The Board may, by similar vote, designate the members of a committee, and one or more alternate members of any committee who may replace any absent or disqualified member. The Board will appoint one Member of each Committee to serve as Chair. All committees shall have at least one (1) Board Director serving as a committee member and liaison between the committee and the Board. All committees shall have membership less than a quorum of the Directors of the Board. Committees shall have limited authority to consider assigned topics and to make recommendations to the Board. No actions of a committee shall be binding on MSA absent Board ratification. Committee members may resign their position on a committee at any time, effective immediately or at a specific later date, by giving written notice to the Board Chair or the Secretary of the Corporation and shall be effective at the time specified therein, or if no time is specified, at the time of its receipt by the Chair or Secretary. The acceptance of such resignation shall not be necessary to make it effective. The Board may remove a member with or without cause.

## ARTICLE V: BOARD OFFICERS

### SECTION A. NUMBER, TERM AND ELECTION

The Officers of the Board shall consist of a Chair, Vice-Chair, Treasurer, Secretary and such other officers as the Board deems advisable. Officers shall be elected by the Board for the lesser of a one year term or the remaining unexpired term of their predecessor. Directors cannot hold the same officer position for more than three (3) consecutive years. The Chair and Vice-Chair cannot both be Teacher Directors.

### SECTION B. DUTIES OF OFFICERS

#### 1. CHAIR

If present, the Chair shall preside at board meetings; and, have such other powers and perform such other duties as prescribed by the Minnesota Non-Profit Corporation Statute 317A, and that also may be prescribed by Board Policies and the Board.

#### 2. VICE-CHAIR

The Vice Chair shall assist the Chair and have the powers and perform the Chair's duties in the event of the Chair's absence.

#### 3. TREASURER

The Treasurer shall serve as the Chair of the Finance Committee, have the powers and perform the duties of the Chair in the absence of both the Chair and Vice-Chair; and, exercise such other powers and perform such other duties as prescribed by the Non-Profit Corporation Statute, and that may be prescribed by Board Policies and the Board.

4. SECRETARY

The Secretary shall ensure that the records of the Board are maintained. The Secretary shall have such other powers and perform such other duties as prescribed by the Board; and, exercise the powers and perform the duties of the Chair in the absence of the Chair, Vice Chair and Treasurer.

### SECTION C. REMOVAL OF BOARD OFFICER

Officer(s) may be removed from their Officer position at any time, with or without cause, without being removed from their Director position, by a majority vote of a quorum of the Board.

### SECTION D. RESIGNATION OF BOARD OFFICER

Officer(s) of the Board of Directors may resign their Officer position at any time without resigning as a Director. Such resignation shall be made in writing to the Chair or Secretary of the Board and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Chair or Secretary. The acceptance of the resignation shall not be necessary to make it effective.

### SECTION E. BOARD OF DIRECTORS OFFICER VACANCIES

A vacancy in any officer position of the Board of Directors (e.g. Chair, Vice-Chair, Treasurer, Secretary) shall be filled by appointment for the unexpired portion of the predecessor's term.

## ARTICLE VI: DISTRIBUTION OF ASSETS

### SECTION A. CESSATION OF OPERATIONS

The Board of Directors may resolve that MSA cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of the Corporation to perform all acts necessary to effect dissolution. Written notice as required by the Bylaws shall state that the purpose of the meeting shall be to vote upon the dissolution of MSA. A resolution to dissolve the MSA shall be approved only upon the affirmative vote of two-thirds (2/3) of a quorum of the Board of Directors taken at a meeting during which the resolution is brought before the public. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

### SECTION B. DISTRIBUTION OF ASSETS

When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause MSA to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all of MSA's assets to other entities in accordance with the Non-Profit Corporation Statute and its Articles of Incorporation. Notice of intent to dissolve shall be filed with the Secretary of State pursuant to the Minnesota Non-Profit Corporation Statute, as amended.

## ARTICLE VII: INDEMNIFICATION AND INSURANCE

### SECTION A. INDEMNIFICATION

Each Director, Officer and employee of MSA, past or present, and those identified in section 124 E.09, as amended, shall be indemnified by MSA in accordance with, and to the fullest extent permitted by the Non-Profit Corporation Statute 317A, as amended. MSA 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 herein and no individual, firm or entity shall have any rights under this section by way of assignment, subrogation or otherwise, whether voluntarily, involuntarily or by operation of law. Notwithstanding the foregoing, nothing in this Article VII shall limit liability of a director of the Corporation under Minn. Stat. 124E.07, Subd. 3(e).

### SECTION B. INSURANCE

MSA may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of MSA, against any liability asserted against and incurred by such person in their official capacity, or arising out of their status as such, whether or not MSA would have the power to indemnify such person against liability under Minnesota Non-Profit Corporation Statute 317A, MSA's Articles of Incorporation or these Bylaws.

## ARTICLE VIII: FINANCIAL MATTERS

### SECTION A. CONTRACTS

The Board may authorize any officer(s) or agent(s) of MSA to enter into any contract or execute and deliver any instrument in the name and on behalf of MSA, and any such authority may be general or confined to specific instances. Unless so authorized by the Board or these Bylaws, no officer, agent or employee shall have any power or authority to bind MSA by any contract or engagement, or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

### SECTION B. LOANS AND PLEDGES

No loans shall be contracted nor pledges or guarantees given on behalf of MSA unless specifically authorized by the Board.

### SECTION C. AUTHORIZED SIGNATURES

All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of MSA shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board.

## SECTION D. DEPOSITS

All Funds of MSA shall be deposited to the credit of MSA under such conditions and in such banks or depositories as shall be designated by the Board of Directors.

## SECTION E. CORPORATE SEAL

MSA shall not have a corporate seal.

## SECTION F. DOCUMENTS KEPT AT REGISTERED OFFICE

The Board shall keep at the registered office of MSA originals or digital copies, any documents required by law, including, but not limited to:

- records of all proceedings of the Board and all committees;
- records of all votes and actions of the Board;
- accounting records, including all financial statements of MSA; and,
- Articles of Incorporation and related amendments, and the Bylaws of MSA and all amendments and restatements thereof.

## SECTION G. ACCOUNTING SYSTEM AND AUDIT

### 1. ACCOUNTING SYSTEM

The Board of Directors shall establish and maintain, in accordance with generally accepted standards of fiscal management for a public charter school applied on a consistent basis, an appropriate accounting and financial reporting system for MSA.

### 2. AUDITS

Audits must be conducted in accordance with Minnesota Charter School Law 124E. MSA must submit an audit report to the Commissioner of the Minnesota Department of Education and its authorizer by December 31 of each year in accordance with Charter School Law. The Board shall cause the records and books of account of MSA to be audited at least once each fiscal year (or as the law may require) and at such other times as it may seem necessary or appropriate, and may retain such person or firm for such purposes as it may deem appropriate.

# ARTICLE IX: AMENDMENTS

The Bylaws may be amended, altered, changed, or repealed and new bylaws adopted, upon a majority vote of a quorum of Directors. However, the Board may amend its Governance Model, set forth in Article IV, only in accordance with Minnesota Charter School Law 124E, as amended.

## 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 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 if 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.