

## SCHOOL AUTHORIZER CONTRACT

between  
Novation Education Opportunities  
3432 Denmark Avenue Suite #130 Eagan, MN 55123  
and  
New City Charter School  
1500 6<sup>th</sup> St. NE Minneapolis, MN 55413

This Agreement is between the Novation Education Opportunities and New City School.

### **SECTION 1. TERMS OF AGREEMENT.**

- 1.1 Effective date: July 1, 2024
- 1.2 Expiration date: June 30, 2027
- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Agreement: 1. Liability; 2. State and Federal Audits; 3. Government Data Practices and Intellectual Property; 4. Publicity and Endorsement; 5. Governing Law, Jurisdiction, and Venue; 6. Data Disclosure; and 7. Dissolution.
- 1.4 The Addendum to this Agreement is incorporated into and made part of this Agreement. This Agreement has the following Addendum items:
  - 1.4.1 A declaration that the charter school will carry out the primary purpose in Minn. Stat. § 124E.01, subdivision 1 and indicate how the school will report its implementation of the primary purpose to its authorizer, per Minn. Stat. § 124E.10, subdivision 1(a)(1).
    - a. The primary purpose of 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 (includes charter contract renewals).
- 2.5. "Charter Law" means the Minn. Stat. §124E *et seq.*, as amended, and any rules or regulations adopted by the Education Commissioner relating to this law.
- 2.6. The "School" refers to the School identified above.
- 2.7. The "Location" means the city or cities identified in the Affidavit in which the School was approved to open or subsequently approved by the Authorizer based on need and demand.
- 2.8. "Charter School Board" means the Board of Directors established to govern the School, as required under Minn. Stat. §124E.
- 2.9. The "Authorizer" refers to the Authorizer listed above.
- 2.10. "Education Commissioner" means the Commissioner of the Minnesota Department of Education or his or her designee.
- 2.11. "Department" means the Minnesota Department of Education.
- 2.12. "State" means the State of Minnesota.
- 2.13. "School Information" includes all educational data, as defined in Minn. Stat. §13.32; any and all data related to employees; any and all complaints filed by the School as required by federal and state law and all complaints filed against the School or any of its employees; any and all investigative files and the results of any investigations; any and all financial information as required to be disclosed under the Minnesota Data Practices Act; and any data or other information that the Authorizer deems reasonably necessary to carry out its role.
- 2.14. "Captions". The captions and headings used in this Agreement are for convenience only and shall not be used in construing the provisions of this Agreement.

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

- 3.1. Purpose of the School and Description of the Program. The School will be organized and operated to achieve the purpose(s) and program of the School as stated in the School's Affidavit based on need and demand in the Location identified, subsequent approved amendments and agreements to the Affidavit, terms of this Agreement, and as provided for in the Minnesota Charter Law. The School's program is described in the Affidavit and subsequent approved amendments and agreements. The School agrees to operate in a manner consistent with the Affidavit and Agreement and amendments and agreements approved by the Authorizer.
- 3.2. Performance Indicators and Evaluation.
  - 3.2.1. Graduation Standards. If applicable, the School will comply with the requirements as defined by Minnesota Statutes and the School will document the levels of student performance on the state assessments developed and administered by the Department.
  - 3.2.2. The School will comply with all responsibilities and obligations and their implementing regulations established by the U.S. Department of Education, including as applicable, but not limited to, participating in statewide assessments, meeting public and parent reporting requirements, and implementing School improvement plans and reporting requirements if the School is identified for improvement. The School will comply with all requirements to the degree it pursues, qualifies for and benefits from Federal funding. This includes programs required for multilingual learners of English language and all other focus populations. The School will fulfill program requirements, financial management, reporting, and accounting for each active Federal program and will comply with all Minnesota Statutes and applicable rules implemented pursuant to Federal programs in Minnesota.
  - 3.2.3. *Individuals with Disabilities Education Act* (IDEA). The School will comply with Minnesota Statutes Chapters 125A and 124E, all applicable rules implemented pursuant to these chapters, and all Federal and State law relating to the education of students with disabilities. Consistent with the provisions of Minn. Stat. Chapter 124E, the financial parameters within which the School will operate to provide special education instruction and related services to students with disabilities will be based on the individual needs of the student, as defined by the student's evaluation and by the instruction and related services specified in the student's 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 and Implementation Guide and will be used as the basis for contract renewal decisions.
- 3.2.5. Annual Report(s). The School will file an Annual Report with the Authorizer per Minn. Stat. §124E that contains all information required by the Authorizer and the Education Commissioner. The Annual Report will be filed by due dates identified in Charter Law. The Authorizer will review the Annual Report and may provide written comment to the School as necessary to support the School with compliance. The School will publish and/or submit all other reports, including but not limited to the Comprehensive Achievement and Civic Readiness Report, Plan, and Summary as required by the Education Commissioner.
- 3.2.6. Annual Report Dissemination. The School will disseminate the Annual Report to the families of students attending the School and post the report on the School's website.
- 3.2.7. If the state requires the School to develop and implement an educational improvement plan that could be a School Improvement Plan for example, the School will provide NEO a copy of its educational improvement plan not later than October 1<sup>st</sup> of each School year. The Authorizer may review and comment on the educational improvement plan. The School will provide the Authorizer with the Education Commissioner's review and comment, if any is received.

## SECTION 4. LEGAL STRUCTURE.

### 4.1. Legal Structure

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

Though approved to operate two sites, New City School currently operates one site.

## **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 123.39.
- 6.5. Home School Students. The School will not be used as a method of generating revenue for students who are being home Schooled pursuant to Minn. Stat. §120A.22.
- 6.6. Admissions
  - 6.6.1. Limits. The School may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, nor may it condition admission on criteria or take any action that would violate the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.
  - 6.6.2. Applications. The School will enroll an eligible pupil who submits a timely application, unless the number of applicants exceeds the capacity of the program, class, or grade level. In such cases, selection shall be by lottery pursuant to the Charter Law, Minn. Stat. §124E. A student continuing for the next year will remain enrolled for the next year without re- application.
- 6.7. Reporting to the Authorizer.
  - 6.7.1. Reports. The School will file reports with the Authorizer regarding enrollment, the program, and financial status of the School. The financial reports must contain budget and actual revenue and expenses (by year-to-date), as well as cash-flow statements, check register, gifts and donations, and fiscal year-end fund balance projections. The financial reports will also include the total dollar amount of unpaid accounts payable more than thirty days past due with an explanatory note for the total amount of any such past due amounts disputed by the School, if applicable; and the current average daily membership of the School. The School will file copies of inspections or findings with the Authorizer that can materially impact the operation of the School.

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 10. GENERAL TERMS**

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

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

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

**Novation Education Opportunities**

By:

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

Wendy Swanson Choi

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

Executive Director

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

June 30, 2024

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

**New City School**

By:

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

Erin Green

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

Board Chair

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

**REVISION (If Applicable)**

**Novation Education Opportunities**

By:



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

Wendy Swanson Choi

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

Executive Director

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

June 30, 2025

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

**New City School**

By:



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

Erin Green

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

**Board Chair**

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

**REVISION (If Applicable)**

**Novation Education Opportunities**

By:

  
\_\_\_\_\_  
Signature

**Wendy Swanson Choi**

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

**Executive Director**

\_\_\_\_\_  
Title

**June 26, 2026**

\_\_\_\_\_  
Date

**New City Charter School**

By:

Signed by:  
  
\_\_\_\_\_  
Signature 238183B8BCBC405

Erin Green

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

Board Chair

\_\_\_\_\_  
Title

## **ADDENDUM TO THE CONTRACT**

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

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

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

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

The primary purpose of New City School is to improve the learning, achievement and success of all students.

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

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

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

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

New City Charter School is also designed to meet additional purposes for which the charter school law was created:

- 1) Increase quality learning opportunities for all pupils.
- 2) Encourage the use of different and innovative teaching methods.
- 3) Measure learning outcomes and create different and innovative forms of measuring outcomes, and establish new forms of accountability; and
- 4). Create new professional opportunities for teachers.

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

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

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

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

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

The mission of New City School is to create a learning community that is diverse, knowledgeable, thoughtful, and caring. We will serve as a demonstration site for best practices in the integration of social and academic learning.

The vision of New City School is to be a supportive community that actively engages students to build knowledge, ask meaningful questions, design creative solutions, open their minds, care for themselves and their community, and become skilled, responsive citizens in the world.

The New City School philosophy holds that to maximize academic learning, schools must work from a clear research-based academic and social curriculum. New City School teachers integrate social and academic learning every day, all day, to ensure that students are prepared to learn (Collaborative on Academic, Social, Emotional Learning, CASEL, 2008). New City School also bases instruction, as well as curriculum, on the research that demonstrates that how children learn is as important as what they learn (Piaget, Vygotsky, Rogoff, Dewey). New City School is committed to empowering student learning through instruction that is integrated around relevant themes, infused with the arts, differentiated, relevant, inquiry-based, and balanced. New City School believes that children learn in many ways, and that the research on brain-based learning (Jensen), multiple intelligences (Gardner), and differentiation of instruction (Tomlinson) conclude that to improve the learning of all students, New City School must offer a variety of avenues to knowledge and skills.

In addition, New City School's philosophy is based on the research that shows that the greatest cognitive growth occurs in a social context (Vygotsky, Rogoff). Thus, the school experience of students is rich in opportunities to explore and test and apply ideas with each other, and with adults from the school and larger community. New City School's commitment is to provide students as much opportunity as possible to do their learning within the context of a variety of sustained relationships within their urban environment: experiential learning adventures, urban studies in the field and in the classroom (visiting local businesses, attending city council meetings, corresponding with elected officials), cultural experiences (music, dance, theater, visual art) in the community and in the classroom (artist-in-residence programs), participation in community development projects (planting gardens, cleaning parks, assisting at festivals, writing for community publications), family learning nights (art exhibits, demonstrations, craft skill development, book sharing, storytelling and poetry events), issues-identification and problem finding (students identify areas of their community that need improvement and may design projects to support that improvement). Together these structures provide links between students' lives at home, in school, and in the larger community, with both adults and their peer group- links that forge a network of support necessary for every student to succeed.

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

<b>Novation Education Opportunities - New City School Performance Framework</b>	
<b>New City School</b>	
<b>Date of Last Update/Review: 06/04/2026</b>	
<b>Contract Term: July 1, 2024- June 30, 2027</b>	
<b>Baseline Year Results: 2019-2024, 2024-2025</b>	
<b>District Number: 4089</b>	
<b>Initial Year of Operation: 2003</b>	

These are the Academic Performance Indicators. They are 60.00% of the points possible.

**I. All Students Ready for School**

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

Performance Rating	Goals for Kindergarten Math Readiness (iReady)	Point Value	Points Earned	
<b>Exemplary</b>	More than 75 percent of kindergarten students <del>will be</del> <b>are</b> ready for first grade as measured by the Math Readiness Assessment AND/OR results improve by more than 20 percentage points from the baseline year.	4		
<b>Satisfactory</b>	60-75 percent of kindergarten students <del>will be</del> <b>are</b> ready for first grade as measured by the Math Readiness Assessment AND/OR results improve by 10 - 20 percentage points from the baseline year.	2		
<b>Not Satisfactory</b>	Less than 60 percent of kindergarten students <del>will be</del> <b>are</b> ready for first grade as measured by the Math Readiness Assessment <b>and do not improve by at least 10 percentage points from the baseline year.</b>	0		
<b>Results</b>	<b>Year</b>	<b>Students Ready for First Grade</b>	<b>Total Students Tested</b>	<b>Ready for First Grade Percent</b>
	Baseline 2018-2023	112	153	73.20%
	2023-2024			
	2024-2025			
	2025-2026			
2023-2026				

**Analysis** The assessment used to assess Kindergarten Math Readiness is clarified as iReady.

Performance Rating	Goals for Kindergarten Reading Readiness Assessment (iReady)	Point Value	Points Earned	
<b>Exemplary</b>	More than 75 percent of kindergarten students <del>will be</del> <b>are</b> ready for first grade as measured by the Reading Readiness Assessment AND/OR results improve by more than 20 percentage points from the baseline year.	4		
<b>Satisfactory</b>	60-75 percent of kindergarten students <del>will be</del> <b>are</b> ready for first grade as measured by the Reading Readiness Assessment AND/OR results improve by 10 - 20 percentage points from the baseline year.	2		
<b>Not Satisfactory</b>	Less than 60 percent of kindergarten students <del>will be</del> <b>are</b> ready for first grade as measured by the Reading Readiness Assessment <b>and do not improve by at least 10 percentage points from the baseline year.</b>	0		
<b>Results</b>	<b>Year</b>	<b>Students Ready for First Grade</b>	<b>Total Students Tested</b>	<b>Ready for First Grade Percent</b>
	Baseline 2018-2023	110	151	72.85%
	2023-2024			
	2024-2025			
	2025-2026			
2023-2026				

**Analysis** The assessment used to assess Kindergarten Math Readiness is clarified as iReady.

II. All Students Career & College Ready					
II.A Attain Grade Level Proficiency - All Students State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-4)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			<b>0</b>	
Results	Year	Students Scoring Proficient	Total Students Tested	NCS Percent of Students Scoring Proficient	State Percent of Students Scoring Proficient
	Baseline 2018-2023	117	213	54.93%	
	2023-2024				
	2024-2025				
	2025-2026				
2023-2026					
<b>Analysis</b>	MCA proficiency goal point values are modified to be weighted proportionally similar to the proposed growth goals.				
Performance Rating	MCA-Math Goals (Grades 5-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			<b>0</b>	
Results	Year	Students Scoring Proficient	Total Students Tested	NCS Percent of Students Scoring Proficient	State Percent of Students Scoring Proficient
	Baseline 2018-2023	134	413	32.45%	
	2023-2024				
	2024-2025				
	2025-2026				
2023-2026					
<b>Analysis</b>	MCA proficiency goal point values are modified to be weighted proportionally similar to the proposed growth goals.				

Performance Rating	MCA-Reading Goals (Grades 3-4)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by at least 20 percentage points from the baseline year.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>State Percent of Students Scoring Proficient</b>
	Baseline 2018-2023	123	214	57.48%	
	2023-2024				
	2024-2025				
	2025-2026				
<b>Analysis</b>	MCA proficiency goal point values are modified to be weighted proportionally similar to the proposed growth goals.				
Performance Rating	MCA-Reading Goals (Grades 5-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>State Percent of Students Scoring Proficient</b>
	Baseline 2018-2023	247	409	60.39%	
	2023-2024				
	2024-2025				
	2025-2026				
<b>Analysis</b>	MCA proficiency goal point values are modified to be weighted proportionally similar to the proposed growth goals.				

Performance Rating	MCA-Science Goals (Grades 5,8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Students Scoring Proficient	Total Students Tested	NCS Percent of Students Scoring Proficient	State Percent of Students Scoring Proficient
	Baseline 2024-2025	19	85	22.35%	
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				
Analysis	MCA-IV Science scores in 2024-2025 cannot be compared to previous years.				

II.B Attain Grade-level Proficiency- All Students Resident District (Minneapolis) Comparison					
<b>Performance Rating</b>	<b>MCA-Math Goals (Grades 3-4)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>				<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>	<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>		
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				
<b>Analysis</b>	MCA proficiency goal point values are modified to be weighted proportionally similar to the proposed growth goals.				
<b>Performance Rating</b>	<b>MCA-Math Goals (Grades 5-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>				<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>	<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>		
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				
<b>Analysis</b>	MCA proficiency goal point values are modified to be weighted proportionally similar to the proposed growth goals.				

Performance Rating	MCA-Reading Goals (Grades 3-4)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	2023-2024				
	2024-2025				
	2025-2026				
<b>Analysis</b>	MCA proficiency goal point values are modified to be weighted proportionally similar to the proposed growth goals.				
Performance Rating	MCA-Reading Goals (Grades 5-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	2023-2024				
	2024-2025				
	2025-2026				
<b>Analysis</b>	MCA proficiency goal point values are modified to be weighted proportionally similar to the proposed growth goals.				

Performance Rating	MCA-Science Goals (Grades 5,8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				
<b>Analysis</b>	MCA-IV Science scores in 2024-2025 cannot be compared to previous years.				

**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	Free Reduced Price MCA-Math Goals (Grades 3-8)	Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.	2	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.	1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.	0	

Results	Year	Students Scoring Proficient	Total Students Tested	NCS Percent of Students Scoring Proficient	State Percent of Students Scoring Proficient
	Baseline 2018-2023	51	245	20.82%	
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				

Analysis

Performance Rating	Free Reduced Price MCA-Reading Goals (Grades 3-8)	Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.	2	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.	1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.	0	

Results	Year	Students Scoring Proficient	Total Students Tested	NCS Percent of Students Scoring Proficient	State Percent of Students Scoring Proficient
	Baseline 2018-2023	104	243	42.80%	
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				

Analysis

**III.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison**

<b>Performance Rating</b>	<b>Free Reduced Price MCA-Math Goals (Grades 3-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	2023-2024				
	2024-2025				
	2025-2026				
<b>Analysis</b>					
<b>Performance Rating</b>	<b>Free Reduced Price MCA-Reading Goals (Grades 3-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	2023-2024				
	2024-2025				
	2025-2026				
<b>Analysis</b>					

IV. All Students Graduate from High School (As Measured by Growth)					
IV.A Meet or Exceed National Growth Norms					
Performance Rating	Math Growth Goals (Grades K-2) - iReady			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of K-2 students meet their growth goal AND/OR results improve by greater than 10 percentage points from the baseline year.			<b>6</b>	
<b>Satisfactory</b>	50-60 percent of K-2 students meet their growth goal AND/OR results improve by 5-10 percentage points from the baseline year.			<b>3</b>	
<b>Not Satisfactory</b>	Less than 50 percent of K-2 students meet their growth goal, and results do not improve by at least 5 percentage points from the baseline year.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Meeting Growth Target</b>	<b>Total Students Tested</b>	<b>Percent of Students Meeting Growth Target</b>	
	Baseline: 2023-2024	63	108	58.33%	
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				
<b>Analysis</b>	Math growth goals are being incorporated to help monitor whether instruction and interventions are accelerating student learning during the course of the year. The school will identify skill gaps, set differentiated growth targets, adjust instruction, and evaluate whether students are on track to meet their individual annual growth goals.				
Performance Rating	Math Growth Goals (Grades 3-4) - iReady			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of 3-4 students meet their growth goal in math AND/OR results improve by greater than 10 percentage points from the baseline year.			<b>6</b>	
<b>Satisfactory</b>	50-60 percent of 3-4 students meet their growth goal in math AND/OR results improve by 5-10 percentage points from the baseline year.			<b>3</b>	
<b>Not Satisfactory</b>	Less than 50 percent of 3-4 students meet their growth goal in math, and results do not improve by at least 5 percentage points from the baseline year.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Meeting Growth Target</b>	<b>Total Students Tested</b>	<b>Percent of Students Meeting Growth Target</b>	
	Baseline: 2023-2024	31	73	42.47%	
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				
<b>Analysis</b>					

<b>Performance Rating</b>	<b>Math Growth Goals (Grades 5-8) - iReady</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	More than 60 percent of 5-8 students meet their growth goal AND/OR results improve by greater than 10 percentage points from the baseline year.			<b>6</b>	
<b>Satisfactory</b>	50-60 percent of 5-8 students meet their growth goal AND/OR results improve by 5-10 percentage points from the baseline year.			<b>3</b>	
<b>Not Satisfactory</b>	Less than 50 percent of 5-8 students meet their growth goal, and results do not improve by at least 5 percentage points from the baseline year.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Meeting Growth Target</b>	<b>Total Students Tested</b>	<b>Percent of Students Meeting Growth Target</b>	
	Baseline: 2023-2024	78	159	49.06%	
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				
<b>Analysis</b>					
<b>Performance Rating</b>	<b>Reading Growth Goals (Grades K-2) - iReady</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	More than 60 percent of K-2 students meet their growth goal AND/OR results improve by greater than 10 percentage points from the baseline year.			<b>6</b>	
<b>Satisfactory</b>	50-60 percent of K-2 students meet their growth goal AND/OR results improve by 5-10 percentage points from the baseline year.			<b>3</b>	
<b>Not Satisfactory</b>	Less than 50 percent of K-2 students meet their growth goal, and results do not improve by at least 5 percentage points from the baseline year.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Meeting Growth Target</b>	<b>Total Students Tested</b>	<b>Percent of Students Meeting Growth Target</b>	
	Baseline: 2023-2024	48	107	44.86%	
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				
<b>Analysis</b>	Reading growth goals are being incorporated to help the school monitor whether students are improving in both overall reading performance and the foundational skills that support comprehension throughout the year and the school will identify students' reading strengths and needs, provide targeted intervention, and measure progress from beginning-of-year to middle-of-year and end-of-year benchmarks.				

<b>Performance Rating</b>	<b>Reading Growth Goals (Grades 3-4) - iReady (3), Capti ReadBasix (4)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	More than 60 percent of 3-4 students meet their growth goal in math AND/OR results improve by greater than 10 percentage points from the baseline year.			<b>6</b>	
<b>Satisfactory</b>	50-60 percent of 3-4 students meet their growth goal in math AND/OR results improve by 5-10 percentage points from the baseline year.			<b>3</b>	
<b>Not Satisfactory</b>	Less than 50 percent of 3-4 students meet their growth goal in math, and results do not improve by at least 5 percentage points from the baseline year.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Meeting Growth Target</b>	<b>Total Students Tested</b>	<b>Percent of Students Meeting Growth Target</b>	
	Baseline: 2023-2024	42	74	56.76%	
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				
<b>Analysis</b>					
<b>Performance Rating</b>	<b>Reading Growth Goals (Grades 5-8) - Capti ReadBasix</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	More than 60 percent of 5-8 students meet their growth goal AND/OR results improve by greater than 10 percentage points from the baseline year.			<b>6</b>	
<b>Satisfactory</b>	50-60 percent of 5-8 students meet their growth goal AND/OR results improve by 5-10 percentage points from the baseline year.			<b>3</b>	
<b>Not Satisfactory</b>	Less than 50 percent of 5-8 students meet their growth goal, and results do not improve by at least 5 percentage points from the baseline year.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Students Meeting Growth Target</b>	<b>Total Students Tested</b>	<b>Percent of Students Meeting Growth Target</b>	
	Baseline: 2023-2024	86	161	53.42%	
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				
<b>Analysis</b>					

These are the Climate Performance Indicators. They are 10.00% of the points possible.

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

**VI.A Attendance Rates**

Performance Rating	Consistent Attendance Rate Goals (Grades K-8)	Point Value	Points Earned
<b>Exemplary</b>	More than 95 percent attendance rate.	4	
<b>Satisfactory</b>	90-95 percent attendance rate.	2	
<b>Not Satisfactory</b>	Below 90 percent attendance rate.	0	
Results	Year	Attendance Rate	
	2023-2024		
	2024-2025		
	2025-2026		
	2023-2026		

**Analysis**

**VI.B Parent Satisfaction**

Performance Rating	5-Point Parent Satisfaction Survey Goals	Point Value	Points Earned
<b>Exemplary</b>	More than 90 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	4	
<b>Satisfactory</b>	75-90 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	2	
<b>Not Satisfactory</b>	Less than 75 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	0	

Results	Year	Number of Parents Who Agree/Strongly Agree They Are Satisfied	Total Number of Parents Surveyed	Parent Satisfaction Survey Percent	Percent Participation of Parent Respondents
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				

**Analysis**

VI.C Mobility					
Performance Rating	Mobility Goals (Grades K-8)			Point Value	Points Earned
<b>Exemplary</b>	Fewer than 10 percent of students transfer out of school after October 1.			4	
<b>Satisfactory</b>	10 - 15 percent of students transfer out of school after October 1.			2	
<b>Not Satisfactory</b>	More than 15 percent of students transfer out of school after October 1.			0	
Results	Year	Number of Students Transferring Out After October 1st	Total Number of Students October 1st	Mobility Percent	
	2023-2024				
	2024-2025				
	2025-2026				
	2023-2026				
Analysis					

These are the Operations Performance Indicators. They are **13.33%** 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
<b>Exemplary</b>	No infractions.	<b>16</b>	
<b>Satisfactory</b>	No more than three infractions AND any infraction is resolved by assigned deadline.	<b>8</b>	
<b>Not Satisfactory</b>	More than three infractions or infractions not resolved by assigned deadline.	<b>0</b>	
<b>Analysis</b>			

These are the Finance Performance Indicators. They are **16.67%** 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
<b>Exemplary</b>	NEO Stewardship Award in Finance Recipient	<b>4</b>	
<b>Satisfactory</b>	Finance Award Recipient	<b>2</b>	
<b>Not Satisfactory</b>	Not a Finance Award Recipient	<b>0</b>	
<b>Analysis</b>			

**VIII.B Fund Balance**

Performance Rating	Fund Balance Goals	Point Value	Points Earned
<b>Exemplary</b>	Reserve is at least 20% as measured by end of year reserves.	<b>10</b>	
<b>Satisfactory</b>	Reserve is enough to cover one full payroll as measured by end of year reserves.	<b>5</b>	
<b>Not Satisfactory</b>	Reserve is less than one full payroll as measured by end of year reserves.	<b>0</b>	
<b>Results</b>	<b>Fund Balance</b>	<b>Expenditures</b>	<b>SOD Calculation</b>
<b>Analysis</b>			

**VIII.C Financial Audit**

Performance Rating	Financial Audit Goals	Point Value	Points Earned
<b>Exemplary</b>	No findings cited in the audit.	<b>6</b>	
<b>Satisfactory</b>	No more than one finding (nonmaterial) cited in the audit.	<b>3</b>	
<b>Not Satisfactory</b>	More than one finding cited in the audit.	<b>0</b>	
<b>Analysis</b>			

**Contract Renewal and Intervention**

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

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

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

**Summary and Analysis**

Academic Performance Points Earned	0				
Academic Performance Total Points Possible	72				
Academic Performance Percent of Points Earned	0.00%				
Academic Performance Percent of Total Framework Points	60.00%				
Climate Performance Points Earned	0				
Climate Performance Total Points Possible	12				
Climate Performance Percent of Points Earned	0.00%				
Climate Performance Percent of Total Framework Points	10.00%				
Operations Performance Points Earned	0				
Operations Performance Total Points Possible	16				
Operations Performance Percent of Points Earned	0.00%				
Operations Performance Percent of Total Framework Points	13.33%				
Finance Performance Points Earned	0				
Finance Performance Total Points Possible	20				
Finance Performance Percent of Points Earned	0.00%				
Finance Performance Percent of Total Framework Points	16.67%				
Performance Framework Points Earned	0				
Performance Framework Total Points Possible	120				
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).**



## **Admissions and Lottery**

### **Reason for Policy**

New City School desires to participate in the Enrollment Options Program established by Minn. Stat. 124E.11. It is the purpose of this policy to set forth the enrollment application procedures used by New City School in making said determination. As a public charter school, New City School is subject to the Minnesota Pupil Fair Dismissal Act.

### **Policy Statement**

New City School does not limit admission to students on the basis of intellectual ability, measures of achievement, aptitude, or athletic ability in accordance with Minn. Stat. 124E.11. New City School complies with the Minnesota Human Rights Act (Minn. Stat. 363A.13) prohibiting educational institutions from discriminating against students based on a protected class (i.e., race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation or disability).

### **1. Enrollment Application**

- The student and parent (or legal guardian) must complete and submit an application for enrollment form by the established deadline, provided by New City School on the School's website.
- New City School will enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. (Minn. Stat. 124E.11(b). In this case, student enrollment will be determined by lottery set forth in this policy.
- When the number of applications for the initial opening of a particular grade level, class, or program exceeds the number of openings, a "waiting list" is established according to the date the application is received.
- New City School may limit admission to students within an age group or grade Minn. Stat. 124E.11.

### **2. Enrollment Lottery:**

- As required by Minnesota Statutes, section 124E.11(b), all students who submit timely applications to New City School must be enrolled unless the number of applications exceeds the capacity of a program, class, grade level or building. If New City School faces a situation in which the number of applications exceeds the school's capacity, then students will be accepted by random lottery.
- The lottery policy and process are as follows: There will be a random selection conducted by the Executive Director from the pool of applicants for the grade level with the opening(s). The date and place of the lottery will be public and will be posted on the school website. The lottery will be witnessed by at least one representative from the Board and school staff.
- The open seat will be offered to the chosen student. Upon communication of the opening, the parent/guardian has five days to complete and submit the enrollment application. If the forms are not completed and submitted, the student's name will be removed, and a new drawing will be conducted.

### 3. Enrollment Preferences:

- Admission to a charter school must be free to any eligible pupil who resides within the state. A charter school must give enrollment preference to a Minnesota resident pupil over pupils that do not reside in Minnesota. A charter school must require a pupil who does not reside in Minnesota to annually apply to enroll.
- Minnesota Statutes, section 124E.11(c) establishes certain preferential situations in which specific students must be given preference in admission over students in the lottery pool. For New City School, enrollment preference will be provided to 1) siblings of an enrolled student and foster children of an enrolled student's parents; 2) children of the school's staff. A staff member eligible for an enrollment preference for their child, including a foster child, must be an individual employed at the school whose employment is stipulated in advance to total at least 480 hours in a school calendar year.

### 4. Early Enrollment Policy:

- New City School does not admit kindergarten students that do not turn five on or before September 1 of the calendar year that the school starts. New City School does not admit first grade students unless the pupil is at least six years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten.
- Exception to No Early Enrollment: If a parent requests early enrollment, a valid and reliable developmental assessment that is aligned with state expectations and includes a parent report and teacher observations of a child's knowledge, skills, and abilities is be used to determine early admittance to New City School for kindergarten or first grade students who are not at age five (or six for first grade) by September 1.

**Adopted by the NCS Board of Directors, September 11, 2024**  
**Revised and Adopted by NCS Board of Directors, June 22, 2026**

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

See the following pages.

## **School Governance, Management, and Administration Plan**

### **(Minn. Stat. §124E.10, subd. 1(a)(5))**

New City School is governed by an independent Board of Directors that is responsible for the overall governance, strategic direction, fiscal oversight, policy development, and legal compliance of the school. The Board exercises all powers granted under Minnesota law, the school's Articles of Incorporation, and its bylaws. The Board manages the affairs of the school and is accountable for ensuring fulfillment of the school's mission, educational program, and charter contract obligations.

The Board consists of no fewer than five and no more than nine nonrelated directors and is structured as a no-majority board in accordance with Minnesota charter school law. The Board includes at least one licensed teacher employed by the school, at least one parent or legal guardian of an enrolled student, and at least one interested community member meeting applicable statutory requirements. The Executive Director serves as an ex officio, nonvoting member of the Board. Directors serve two-year terms and are elected in accordance with Minnesota Statutes and board-approved election procedures. Eligible voters include parents or guardians of enrolled students, school staff, and current board members.

The Board conducts regular and special meetings in compliance with Minnesota Open Meeting Law requirements. A majority of the directors constitutes a quorum, and actions of the Board require approval by a majority of the entire Board unless otherwise required by law. The Board maintains transparency through publication of meeting notices, agendas, minutes, board member information, committee information, and authorizer contact information on the school's website.

The Board may establish committees to assist in carrying out its governance responsibilities. Committees operate under the authority and direction of the Board and may include individuals who are not members of the Board. The Board retains final authority for all delegated responsibilities and oversight functions.

The Board annually elects officers, including a Board Chair and Treasurer, and appoints an Executive Director. The Board Chair presides over meetings and provides leadership to the governance process. The Treasurer serves as the chief financial officer and oversees financial accountability, reporting, and stewardship of school resources.

The Executive Director serves as the school's chief administrative officer and is responsible for the day-to-day management and operation of the school. The Executive Director implements Board policies, carries out Board directives, oversees school operations, supervises administration, and ensures compliance with applicable laws, regulations, and contractual obligations. Additional management and administrative personnel may be employed as authorized by the Board through fair and open hiring processes.

The Board maintains oversight of the school's financial affairs through adoption of financial policies, approval of contracts, authorization of expenditures, monitoring of financial reports, establishment of internal controls, and annual independent audits.

The Board ensures that the school maintains an appropriate accounting and financial reporting system in accordance with generally accepted accounting principles and complies with all applicable state financial management requirements.

The Board is responsible for ensuring that appropriate insurance coverage is maintained, records are preserved, and all governance, management, and operational activities are conducted in compliance with Minnesota charter school law, nonprofit corporation law, and the requirements of the school's charter contract.

This governance, management, and administration structure provides clear separation between governance and operations while ensuring accountability, transparency, fiscal stewardship, and effective implementation of the school's mission and educational program.

- 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).**

## Novation Education Opportunities

3432 DENMARK AVENUE ♦ EAGAN, MINNESOTA 55123 ♦ T: 612.889.2103

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### 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 it 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.

*Erin Green*  
Signature

*Erin Green*  
Print name

*Parent*  
Seat (Parent, Community Member, Teacher)

*8/20/20*  
Date seated

*7/1/24*  
Date current term of seat began

*6/30/26*  
Date current term of seat expires

## Novation Education Opportunities

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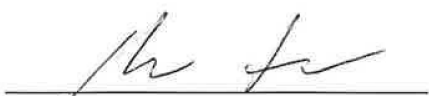
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Signature

Michael Hickel

Print name

Teacher

Seat (Parent, Community Member, Teacher)

1-16-26

Date seated

6/26

Date term of seat expires

**Reviewer Note:** The "Date Seated" field reflects the date this board member was appointed and seated to fill the seat during an existing term. The term for this seat began on 7/1/24 and ends on the term end date listed on this form, consistent with the school's bylaws and board roster.

# Novation Education Opportunities

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\_\_\_\_\_  
Signature

Abby Mandell

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

Teacher

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

Sept. 2018

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

June 30 2026

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

**Reviewer Note: The "Date Seated" field reflects the date this board member was appointed and seated to fill the seat during an existing term. The term for this seat began on 7/1/24 and ends on the term end date listed on this form, consistent with the school's bylaws and board roster.**

# Novation Education Opportunities

3432 DENMARK AVENUE ♦ EAGAN, MINNESOTA 55123 ♦ T: 612.889.2103

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Amanda Halbersma

Print name

\_\_\_\_\_  
Parent Board Member

Seat (Parent, Community Member, Teacher)

\_\_\_\_\_  
1/2022

Date seated

\_\_\_\_\_  
6/30/26

Date term of seat expires

**Reviewer Note: The "Date Seated" field reflects the board member's original date seated. The board member has since been elected or reelected to the current term beginning 7/1/24 and ending on the term end date listed on this form, consistent with the school's bylaws and board roster.**

# Novation Education Opportunities

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## OATH OF OFFICE

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

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 it 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.



Signature



Print name



Seat (Parent, Community Member, Teacher)

January 24, 2024

Date seated

6/30/2026

Date term of seat expires

**Reviewer Note: The "Date Seated" field reflects the board member's original date seated. The board member has since been elected or reelected to the current term beginning 7/1/24 and ending on the term end date listed on this form, consistent with the school's bylaws and board roster.**

## Novation Education Opportunities

3432 DENMARK AVENUE ♦ EAGAN, MINNESOTA 55123 ♦ T: 612.889.2103

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*Claire Jackson Stumbras*  
Signature

Claire Jackson Stumbras

Print name

Community Member

Seat (Parent, Community Member, Teacher)

1/24/2023

Date seated

6/30/26

Date term of seat expires

**Reviewer Note:** The “Date Seated” field reflects the board member’s original date seated. The board member has since been elected or reelected to the current term beginning 7/1/24 and ending on the term end date listed on this form, consistent with the school’s bylaws and board roster.

## Novation Education Opportunities

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\_\_\_\_\_  
Signature

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

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

January 15, 2025  
\_\_\_\_\_  
Date seated

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

**Reviewer Note:** The “Date Seated” field reflects the date this board member was appointed and seated to fill the seat during an existing term. The term for this seat began on 7/1/24 and ends on the term end date listed on this form, consistent with the school’s bylaws and board roster.

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

See the following pages.

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

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

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

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

### **Climate**

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

### **Operations/Governance**

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

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

### **Financial**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Ratings**

There are three levels of ratings: not satisfactory, satisfactory and exemplary.

The Performance Framework defines performance requirements for each level. The rating scale is 0 - 2 (zero through two).

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

### **Weighting of Performance Measures**

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

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

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

### **Implementation Guide**

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

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

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

### **Contract Revisions**

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

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

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

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

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

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

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

### **Contract Renewal Eligibility**

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

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

### **Intervention and Corrective Action**

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

### **Closure Plan**

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

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

<b>Contract Term: July 1, 2019- June 30, 2024</b>
<b>New City School</b>
<b>Date of Last Update/Review: 12/18/2023</b>
<b>Contract Term: July 1, 2019- June 30, 2024</b>
<b>Baseline Year Results: 2013-2018, 2018-2019, 2020-2021</b>
<b>District Number: 4089</b>
<b>Initial Year of Operation: 2003</b>

These are the Academic Performance Indicators. They are 52.00% of the points possible.

**I. All Students Ready for School**

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

Performance Rating	Goals for Kindergarten Math Readiness (MN Standards Attainment Checklist)	Point Value	Points Earned	
<b>Exemplary</b>	More than 75 percent of kindergarten students will be ready for first grade as measured by the Math Readiness Assessment AND/OR results improve by more than 20 percentage points from the baseline year.	4	4	
<b>Satisfactory</b>	60-75 percent of kindergarten students will be ready for first grade as measured by the Math Readiness Assessment AND/OR results improve by 10 - 20 percentage points from the baseline year.	2		
<b>Not Satisfactory</b>	Less than 60 percent of kindergarten students will be ready for first grade as measured by the Math Readiness Assessment.	0		
<b>Results</b>	<b>Year</b>	<b>Students Ready for First Grade</b>	<b>Total Students Tested</b>	<b>Ready for First Grade Percent</b>
	Baseline 2018-2019	16	31	51.61%
	2018-2019	16	31	51.61%
	2019-2020	25	34	73.53%
	2020-2021	16	20	80.00%
	2021-2022	25	32	78.13%
	2022-2023	30	36	83.33%
	2018-2023	112	153	73.20%
<b>Analysis</b>	The school's 2019-2024 combined average math readiness assessment rate is 73.20%.			
Performance Rating	Goals for Kindergarten Reading Readiness Assessment (Fountas & Pinnell)	Point Value	Points Earned	
<b>Exemplary</b>	More than 75 percent of kindergarten students will be ready for first grade as measured by the Reading Readiness Assessments AND/OR results improve by more than 20 percentage points from the baseline year.	4	2	
<b>Satisfactory</b>	60-75 percent of kindergarten students will be ready for first grade as measured by the Reading Readiness Assessments AND/OR results improve by 10 - 20 percentage points from the baseline year.	2		
<b>Not Satisfactory</b>	Less than 60 percent of kindergarten students will be ready for first grade as measured by the Reading Readiness Assessments.	0		
<b>Results</b>	<b>Year</b>	<b>Students Ready for First Grade</b>	<b>Total Students Tested</b>	<b>Ready for First Grade Percent</b>
	Baseline 2018-2019	24	31	77.42%
	2018-2019	24	31	77.42%
	2019-2020	23	33	69.70%
	2020-2021	16	20	80.00%
	2021-2022	19	31	61.29%
	2022-2023	28	36	77.78%
	2018-2023	110	151	72.85%
<b>Analysis</b>	The school's 2019-2024 combined average reading readiness assessment rate is 72.85%.			

IV. All Students Career & College Ready					
IV.A Attain Grade Level Proficiency - All Students State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-4)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			4	2
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Students Scoring Proficient	Total Students Tested	NCS Percent of Students Scoring Proficient	State Percent of Students Scoring Proficient
	Baseline 2020-2021	25	64	39.06%	55.47%
	2018-2019	47	75	62.67%	65.15%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	25	64	39.06%	55.47%
	2021-2022	31	62	50.00%	58.44%
	2022-2023	39	76	51.32%	58.71%
	2018-2023	117	213	54.93%	60.88%
Analysis	The school's combined proficiency rate of 54.93% is 5.95 percentage points lower than the state's combined proficiency rate of 60.88%.				
	From the baseline year 2020-2021 rate of 39.06% the school's proficiency increased to 51.32%, an increase of 12.25 percentage points.				
Performance Rating	MCA-Math Goals (Grades 5-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			4	0
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Students Scoring Proficient	Total Students Tested	NCS Percent of Students Scoring Proficient	State Percent of Students Scoring Proficient
	Baseline 2020-2021	37	130	28.46%	38.89%
	2018-2019	48	116	41.38%	52.86%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	37	130	28.46%	38.89%
	2021-2022	43	135	31.85%	40.59%
	2022-2023	43	162	26.54%	41.51%
	2018-2023	134	413	32.45%	45.23%
Analysis	The school's combined proficiency rate of 32.45% is 12.79 percentage points lower than the state's combined proficiency rate of 45.23%.				
	From the baseline year 2020-2021 rate of 28.46% the school's proficiency decreased to 26.54%, a decrease of 1.92 percentage points.				

Performance Rating	MCA-Reading Goals (Grades 3-4)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			4	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>State Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	Baseline 2020-2021	25	63	39.68%	
	2018-2019	41	75	54.67%	55.43%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	25	63	39.68%	
	2021-2022	35	62	56.45%	49.54%
	2022-2023	47	77	61.04%	48.42%
	2018-2023	123	214	57.48%	51.24%
<b>Analysis</b>	The school's combined proficiency rate of 57.48% is 6.24 percentage points higher than the state's combined proficiency rate of 51.24%.				
	From the baseline year 2020-2021 rate of 39.68% the school's proficiency increased to 61.04%, an increase of 21.36 percentage points.				
Performance Rating	MCA-Reading Goals (Grades 5-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			4	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>State Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	Baseline 2020-2021	67	130	51.54%	
	2018-2019	81	116	69.83%	61.43%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	67	130	51.54%	
	2021-2022	79	134	58.96%	51.93%
	2022-2023	87	159	54.72%	51.05%
	2018-2023	247	409	60.39%	55.01%
<b>Analysis</b>	The school's combined proficiency rate of 60.39% is 5.38 percentage points higher than the state's combined proficiency rate of 55.01%.				
	From the baseline year 2020-2021 rate of 51.54% the school's proficiency increased to 54.72%, an increase of 3.18 percentage points.				

Performance Rating	MCA-Science Goals (Grades 5,8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			<b>0</b>	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>State Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	Baseline 2020-2021	24	65	36.92%	43.10%
	2018-2019	34	61	55.74%	49.09%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	24	65	36.92%	43.10%
	2021-2022	25	78	32.05%	39.51%
	2022-2023	30	82	36.59%	38.06%
	2018-2023	89	221	40.27%	42.41%
<b>Analysis</b>	The school's combined proficiency rate of 40.27% is 2.14 percentage points lower than the state's combined proficiency rate of 42.41%.				
	From the baseline year 2020-2021 rate of 36.92% the school's proficiency decreased to 36.59%, a decrease of 0.34 percentage points.				

IV.B Attain Grade-level Proficiency- All Students Resident District (Minneapolis) Comparison					
Performance Rating	MCA-Math Goals (Grades 3-4)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			4	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	Baseline 2020-2021	25	64	39.06%	43.38%
	2018-2019	47	75	62.67%	50.01%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	25	64	39.06%	43.38%
	2021-2022	31	62	50.00%	42.30%
	2022-2023	39	76	51.32%	47.94%
	2018-2023	117	213	54.93%	47.41%
<b>Analysis</b>	The school's combined proficiency rate of 54.93% is 7.52 percentage points higher than the resident district's combined proficiency rate of 47.41%.				
	From the baseline year 2020-2021 rate of 39.06% the school's proficiency increased to 51.32%, an increase of 12.25 percentage points.				
Performance Rating	MCA-Math Goals (Grades 5-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			4	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	Baseline 2020-2021	37	130	28.46%	29.83%
	2018-2019	48	116	41.38%	39.65%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	37	130	28.46%	29.83%
	2021-2022	43	135	31.85%	30.69%
	2022-2023	43	162	26.54%	31.28%
	2018-2023	134	413	32.45%	35.08%
<b>Analysis</b>	The school's combined proficiency rate of 32.45% is 2.63 percentage points lower than the resident district's combined proficiency rate of 35.08%.				
	From the baseline year 2020-2021 rate of 28.46% the school's proficiency decreased to 26.54%, a decrease of 1.92 percentage points.				

Performance Rating	MCA-Reading Goals (Grades 3-4)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			4	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	Baseline 2020-2021	25	63	39.68%	
	2018-2019	41	75	54.67%	44.93%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	25	63	39.68%	
	2021-2022	35	62	56.45%	40.83%
	2022-2023	47	77	61.04%	42.31%
2018-2023	123	214	57.48%	44.46%	
<b>Analysis</b>	The school's combined proficiency rate of 57.48% is 13.02 percentage points higher than the resident district's combined proficiency rate of 44.46%.				
	From the baseline year 2020-2021 rate of 39.68% the school's proficiency increased to 61.04%, an increase of 21.36 percentage points.				
Performance Rating	MCA-Reading Goals (Grades 5-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			4	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	Baseline 2020-2021	67	130	51.54%	
	2018-2019	81	116	69.83%	48.54%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	67	130	51.54%	
	2021-2022	79	134	58.96%	42.82%
	2022-2023	87	159	54.72%	42.64%
2018-2023	247	409	60.39%	46.07%	
<b>Analysis</b>	The school's combined proficiency rate of 60.39% is 14.32 percentage points higher than the resident district's combined proficiency rate of 46.07%.				
	From the baseline year 2020-2021 rate of 51.54% the school's proficiency increased to 54.72%, an increase of 3.18 percentage points.				

Performance Rating	MCA-Science Goals (Grades 5,8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	<b>1</b>
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>		<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>				
	Baseline 2020-2021	24	65	36.92%	36.50%
	2018-2019	34	61	55.74%	37.27%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	24	65	36.92%	36.50%
	2021-2022	25	78	32.05%	31.98%
	2022-2023	30	82	36.59%	30.93%
2018-2023	89	221	40.27%	33.80%	
<b>Analysis</b>	The school's combined proficiency rate of 40.27% is 6.47 percentage points higher than the resident district's combined proficiency rate of 33.80%.				
	From the baseline year 2020-2021 rate of 36.92% the school's proficiency decreased to 36.59% a decrease of 0.34 percentage points.				

<b>V. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency)</b>					
<b>V.A Attain Grade-level Proficiency- FRP Focus Group State Comparison</b>					
<b>Performance Rating</b>	<b>Free Reduced Price MCA-Math Goals (Grades 3-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			<b>0</b>	<b>0</b>
<b>Results</b>	<b>Year</b>	<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>State Percent of Students Scoring Proficient</b>
	Baseline 2020-2021	17	82	20.73%	22.70%
	2018-2019	13	59	22.03%	35.79%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	17	82	20.73%	22.70%
	2021-2022	18	76	23.68%	23.96%
	2022-2023	20	110	18.18%	28.23%
	2018-2023	51	245	20.82%	29.85%
<b>Analysis</b>	The school's combined proficiency rate of <b>20.82%</b> is 9.03 percentage points lower than the state's combined proficiency rate of 29.85%.				
	From the baseline year 2020-2021 rate of 20.73% the school's proficiency decreased to 18.18%, a decrease of 2.55 percentage points.				
<b>Performance Rating</b>	<b>Free Reduced Price MCA-Reading Goals (Grades 3-8)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			<b>0</b>	<b>1</b>
<b>Results</b>	<b>Year</b>	<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>	<b>NCS Percent of Students Scoring Proficient</b>	<b>State Percent of Students Scoring Proficient</b>
	Baseline 2020-2021	29	80	36.25%	32.40%
	2018-2019	26	59	44.07%	40.36%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	29	80	36.25%	32.40%
	2021-2022	31	76	40.79%	30.76%
	2022-2023	47	108	43.52%	33.40%
	2018-2023	104	243	42.80%	35.27%
<b>Analysis</b>	The school's combined proficiency rate of <b>42.80%</b> is 7.53 percentage points higher than the state's combined proficiency rate of 35.27%.				
	From the baseline year 2020-2021 rate of 36.25% the school's proficiency increased to 43.52%, an increase of 7.27 percentage points.				

V.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison					
Performance Rating	Free Reduced Price MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>				<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>	<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>		
	Baseline 2020-2021	17	82	20.73%	11.20%
	2018-2019	13	59	22.03%	22.51%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	17	82	20.73%	11.20%
	2021-2022	18	76	23.68%	10.21%
	2022-2023	20	110	18.18%	13.20%
	2018-2023	51	245	20.82%	16.64%
<b>Analysis</b>	The school's proficiency rate of 20.82% is 4.17 percentage points higher than the resident district's proficiency rate of 16.64%.				
	From the baseline year 2020-2021 rate of 20.73% the school's proficiency decreased to 18.18%, a decrease of 2.55 percentage points.				
Performance Rating	Free Reduced Price MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
<b>Satisfactory</b>	The school's proficiency rate meets or exceeds the resident district average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year..			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
<b>Results</b>				<b>NCS Percent of Students Scoring Proficient</b>	<b>Minneapolis Percent of Students Scoring Proficient</b>
	<b>Year</b>	<b>Students Scoring Proficient</b>	<b>Total Students Tested</b>		
	Baseline 2020-2021	29	80	36.25%	20.60%
	2018-2019	26	59	44.07%	27.42%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	29	80	36.25%	20.60%
	2021-2022	31	76	40.79%	17.79%
	2022-2023	47	108	43.52%	19.39%
	2018-2023	104	243	42.80%	22.67%
<b>Analysis</b>	The school's proficiency rate of 42.80% is 20.13 percentage points higher than the resident district's proficiency rate of 22.67%.				
	From the baseline year 2020-2021 rate of 36.25% the school's proficiency increased to 43.52%, an increase of 7.27 percentage points.				

These are the Climate Performance Indicators. They are 12.00% of the points possible.

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

**VI.A Attendance Rates**

Performance Rating	Consistent Attendance Rate Goals (Grades K-8)	Point Value	Points Earned
<b>Exemplary</b>	More than 95 percent attendance rate.	<b>4</b>	<b>2</b>
<b>Satisfactory</b>	90-95 percent attendance rate in the combined FY 2019-FY 2023.	<b>2</b>	
<b>Not Satisfactory</b>	Below 90 percent attendance rate.	<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Attendance Rate</b>	
	2018-2019	93.80%	
	2019-2020	95.50%	
	2020-2021	97.80%	
	2021-2022	91.00%	
	2022-2023	91.00%	
	2017-2023	93.82%	
<b>Analysis</b>	The 2017-2023 combined average attendance rate is 93.82%.		

**VI.B Parent Satisfaction**

Performance Rating	5-Point Parent Satisfaction Survey Goals	Point Value	Points Earned		
<b>Exemplary</b>	More than 90 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	<b>4</b>	<b>4</b>		
<b>Satisfactory</b>	75-90 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school in the combined FY 2019-FY 2023.	<b>2</b>			
<b>Not Satisfactory</b>	Less than 75 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	<b>0</b>			
<b>Results</b>	<b>Year</b>	<b>Number of Parents Who Agree/Strongly Agree They Are Satisfied</b>	<b>Total Number of Parents Surveyed</b>	<b>Parent Satisfaction Survey Percent</b>	<b>Percent Participation of Parent Respondents</b>
	2018-2019	69	71	97.18%	47.33%
	2019-2020	64	68	94.12%	46.90%
	2020-2021	23	26	88.46%	12.68%
	2021-2022	54	57	94.74%	26.51%
	2022-2023	109	112	97.32%	46.86%
	2018-2023	319	334	95.51%	35.01%
<b>Analysis</b>	The 2019-2024 combined average parent satisfaction rate is 95.51%.				

VI.C Mobility					
Performance Rating	Mobility Goals (Grades K-8)			Point Value	Points Earned
<b>Exemplary</b>	Fewer than 10 percent of students transfer out of school after October 1.			<b>4</b>	<b>4</b>
<b>Satisfactory</b>	10 - 15 percent of students transfer out of school after October 1 in the combined FY 2019-FY 2023.			<b>2</b>	
<b>Not Satisfactory</b>	More than 15 percent of students transfer out of school after October 1.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Number of Students Transferring Out After October 1st</b>	<b>Total Number of Students October 1st</b>	<b>Mobility Percent</b>	
	2018-2019	18	19	5.26%	
	2019-2020	20	317	6.31%	
	2020-2021	26	291	8.93%	
	2021-2022	22	302	7.28%	
	2022-2023	31	363	8.54%	
	2018-2023	117	1292	9.06%	
<b>Analysis</b>	The 2019-2023 combined average mobility rate is 9.06%.				

<b>These are the Operations Performance Indicators. They are 16.00% of the total Performance Framework points possible.</b>			
<b>VII. School is Compliant with Contract and Statute</b>			
<b>VII.A Compliance</b>			
<b>Performance Rating</b>	<b>Compliance Goals</b>	<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	No infractions.	<b>16</b>	<b>16</b>
<b>Satisfactory</b>	No more than three infractions AND any infraction is resolved by assigned deadline in the combined FY 2019-FY 2024.	<b>8</b>	
<b>Not Satisfactory</b>	More than three infractions or infractions not resolved by assigned deadline.	<b>0</b>	
<b>Analysis</b>	The school has no compliance infractions in 2022-2023.		
<b>These are the Finance Performance Indicators. They are 20.00% of the total Performance Framework points.</b>			
<b>VIII. School is Financially Solvent/Sustainable</b>			
<b>VIII.A Finance Awards</b>			
<b>Performance Rating</b>	<b>Goals for Awards</b>	<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	NEO Stewardship Award in Finance Recipient	<b>4</b>	<b>4</b>
<b>Satisfactory</b>	MDE Finance Award Recipient	<b>2</b>	
<b>Not Satisfactory</b>	Not an MDE or NEO Finance Award Recipient	<b>0</b>	
<b>Analysis</b>	The school earned a MDE FY23 School Finance Award for FY22 financial reporting and FY23 NEO Stewardship Award. *Because the NEO Stewardship Award in Finance includes the MDE Finance Award and therefore is awarded at the end of the year, the results are from the prior year.		
<b>VIII.B Fund Balance</b>			
<b>Performance Rating</b>	<b>Fund Balance Goals</b>	<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	Reserve is at least three months' expenditures (20%) as measured by end of year reserves.	<b>10</b>	<b>5</b>
<b>Satisfactory</b>	Reserve is enough to cover one full payroll as measured by end of year reserves in FY 2023.	<b>5</b>	
<b>Not Satisfactory</b>	Reserve is less than one full payroll as measured by end of year reserves.	<b>0</b>	
<b>Results</b>	<b>Fund Balance</b>	<b>Expenditures</b>	<b>SOD Calculation</b>
	\$899,425	\$4,783,169	18.80%
<b>Analysis</b>	The school's reserve is enough to cover one full payroll in 2022-2023.		
<b>VIII.C Financial Audit</b>			
<b>Performance Rating</b>	<b>Financial Audit Goals</b>	<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	No findings cited in the audit.	<b>6</b>	<b>6</b>
<b>Satisfactory</b>	No more than one finding (nonmaterial) cited in the audit in FY 2023.	<b>3</b>	
<b>Not Satisfactory</b>	More than one finding cited in the audit.	<b>0</b>	
<b>Analysis</b>	The school had no material audit findings in FY23.		

<b>Contract Renewal and Intervention</b>	
Schools must achieve at least a Satisfactory Rating (50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Compliance, Finance) to be automatically recommended for a three-year contract renewal.	
Schools must achieve at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.	
Schools that earn less than 50% of the points possible overall or in any one area are a candidate for a nonrenewal in their final contract year or intervention in the other contract years.	
<b>Summary and Analysis</b>	
Based on information available to date, New City School has earned 68 points out of a total of 100 points possible, 68.00%.	
Based on the data available to date New City is at 51.92% out of 100% in the academic section and is automatically recommended for a 3-year contract renewal.	
Academic Performance Points Earned	27
Academic Performance Total Points Possible	52
Academic Performance Percent of Points Earned	51.92%
Academic Performance Percent of Total Framework Points	52.00%
Climate Performance Points Earned	10
Climate Performance Total Points Possible	12
Climate Performance Percent of Points Earned	83.33%
Climate Performance Percent of Total Framework Points	12.00%
Operations Performance Points Earned	16
Operations Performance Total Points Possible	16
Operations Performance Percent of Points Earned	100.00%
Operations Performance Percent of Total Framework Points	16.00%
Finance Performance Points Earned	15
Finance Performance Total Points Possible	20
Finance Performance Percent of Points Earned	75.00%
Finance Performance Percent of Total Framework Points	20.00%
Performance Framework Points Earned	68
Performance Framework Total Points Possible	100
Performance Framework Percent of Total Points	68.00%

New City School earned 68% of the points possible overall, and at least 50% of the points possible in each section. Using the Performance Framework results, the NEO board approved a three-year renewed contract.

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

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

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

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

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

Effective date: July 1, 2024

Expiration date: June 30, 2027

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

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

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

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

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

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

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

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

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

#### **504 Plans:**

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

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

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

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

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

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

The primary purpose of New City Charter School 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 72 points out of 120 points possible (60%) 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 New City Charter School are:

- 1) Increase quality learning opportunities for all pupils.
- 2) Encourage the use of different and innovative teaching methods.
- 3) Measure learning outcomes and create different and innovative forms of measuring outcomes, and establish new forms of accountability; and
- 4) Create new professional opportunities for teachers.

The Climate Performance Indicators are worth 10.00% of the total Performance Framework points possible, the Operations Performance Indicators are worth 13.33%, and the Finance Performance Indicators are worth 16.67%. These indicators measure student attendance, parent satisfaction, student retention, legal compliance and fiscal health.

NEO and New City Charter 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.

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.

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

### **School Closure Plan**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**The charter contract between the proposed authorizer and the school must identify and provide a plan to address any outstanding obligations from the previous contract. This section is not applicable for the initial charter contract.**

Through the School's Performance Framework, NEO and the School have worked together to clarify expectations and measures of school progress toward goals to more effectively and efficiently ensure that School performance expectations are clear, and progress is monitored and evaluated consistently throughout the term of the contract as well as in the year of renewal.

In addition, NEO has made the School's progress toward goals more accessible and visible to the school leaders by making the Performance Framework available to the leadership of the school and authorizer through Google Sheets. The School leaders can access the School Performance Framework, use the Performance Framework to identify school strengths and areas in need of improvement, and act in response to the feedback throughout the term of the contract.

Professional development in math instruction will continue. As teachers become more expert in delivering the high-quality Eureka Math curriculum, student fluency, application, and conceptualization will improve as students grow up in the curriculum with the tools and experience needed.

Three skilled teachers in support roles, including the reading specialist, curriculum and instruction lead, and learning culture lead, will attach to two-grade level bands as supports for planning, instruction, intervention, and enrichment. They will prioritize math support and intervention and be available to meet in and around the classroom for targeted work with groups and individuals on a consistent and responsive basis.

Having implemented math and reading diagnostic assessment and adaptive math and reading online instructional tools, New City Charter School will refine the use of detailed learning profile data in targeting the needs of individual students and in monitoring their growth from fall to winter to spring to improve personalized instruction.

The Reading Specialist will provide targeted instruction with small groups of students scoring below grade level in reading using researched based curriculum. The Reading Specialist will monitor progress of the students. Three skilled teachers in support roles, including the reading specialist, curriculum and instruction lead, and learning culture lead, will support two-grade level bands to support planning, instruction, intervention and enrichment. These support teachers will spend part of every day with one or more of the four classrooms to which they are assigned.

Students K-2 will benefit daily from a skills block and students 3-5 will use a flexible structure called "All Block" to address differentiated needs on an ongoing basis.

An Enrichment (G/T) Coordinator will work together with the teams to support differentiated content, process, and product options for students depending on their need.

A "learning management system" and proficiency-based grading approach will be used with Schoology and communication of progress toward learning standards will continue to improve. Students and families are better able to monitor and support learning as they are informed of targets, assignments, and assessments.

Student-led conferences adopted school-wide will continue to be refined. Students use work gathered in their student work portfolios to share their learning with families. The student-led conferences put students at the center of their own learning and better engage them in reflection and ownership.

New City School will use “character” development strategies from EL Education’s approach to enhance its traditional social-emotional instruction and community-building.

EL’s three dimensions of character—1) Becoming an effective learner; 2) Becoming an ethical person; and 3) Contributing to a better world—are anchored in the CASEL framework, a researched framework for addressing social-emotional skills development.

EL’s three dimensions of character are the basis for most SEL curricula nationwide. EL CASEL’s five sets of interrelated cognitive, affective, and behavioral competencies are 1) self-awareness, 2) self-management, 3) social awareness, 4) relationship skills, and 5) responsible decision-making. These are reflected in the EL ELA curriculum modules and dovetail nicely with traditional SEL goals originating with the Responsive Classroom and Developmental Designs.

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

Name	E-mail	Position (Chair, Vice Chair, Secretary, Treasurer)	Seat (Parent, Community Member, Teacher with File Folder #)	Term Start and Term End Dates
Jane Ojile	jane.ojile@newcitycharter school.org	Ex-Officio	N/A	N/A
Erin Green	erin.green@newcitycharter school.org	Board Chair	Parent	7/1/2024 - 6/30/2026
Amanda Halbersma	amanda.halbersma@newcity charterschool.org	Member	Parent	7/1/2024 - 6/30/2026
Claire Stumbras Jackson	claire.jacksonstumbras@new citycharterschool.org	Treasurer	Community Representative	7/1/2024 - 6/30/2026
Lia Grant	Lia.grant@newcitycharter school.org	Member	Community Representative	7/1/2024 - 6/30/2026
Vincent Esades	vincent.esades@newcity charterschool.org	Member	Community Representative	7/1/2024 - 6/30/2026
Abby Mandell	abby.mandell@newcity charterschool.org	Member	Teacher #491238 Expires 2028	7/1/2024 - 6/30/2026
Michael Hickel	michael.hickel@newcity charterschool.org	Member	Teacher #470997 Expires 2028	7/1/2024 - 6/30/2026

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

**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: New City School  
Date Filed: 11/08/2001  
File Number: 1Y-565  
Minnesota Statutes, Chapter: 317A  
Home Jurisdiction: Minnesota

This certificate has been issued on: 05/20/2025



A handwritten signature in black ink that reads "Steve Simon". The signature is written in a cursive, flowing style.

Steve Simon  
Secretary of State  
State of Minnesota

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

State of Minnesota

**SECRETARY OF STATE**

CERTIFICATE OF INCORPORATION

I, Mary Kiffmeyer, 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.

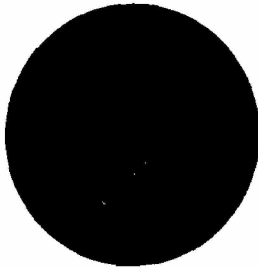
This corporation is now legally organized under the laws of Minnesota.

Corporate Name: New City School

Corporate Charter Number: 1Y-565

Chapter Formed Under: 317A

This certificate has been issued on 11/08/2001.



*Mary Kiffmeyer*  
Secretary of State

14-565

**ARTICLES OF INCORPORATION**

**NEW CITY SCHOOL**

**A Minnesota Nonprofit Corporation**

1. The name of the corporation shall be: New City School. ✓
2. The address of the registered office of the corporation is: 3805 Grand Avenue South, Minneapolis MN 55409. ✓
3. The names and addresses of the incorporators are: Linda Crawford, 4632 Vincent Avenue South, Minneapolis MN 55410, and Terrance Kwame-Ross, 961 Marshall Avenue, St. Paul MN 55104. ✓
4. The corporation is organized under Minnesota Statutes Chapter 317A.
5. The members of the first board of directors of the corporation are: Usry Alleyne, Linda Crawford, Robert Dildine, Joan Fehlen, Sharon Greaves, John Hubbard, Terrance Kwame-Ross, Carolyn Rottman, and Hope Smelser. ✓
6. The corporation is organized exclusively for charitable, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. ✓
7. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members.

015377

trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in paragraph 6 hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

8. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent

jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as such court shall determine, which are organized and operated exclusively for such purposes.

9. The corporation does not have members.

10. A written action by the board of directors taken without a meeting may be taken and signed by the number of directors that would be required to take the same action at a meeting of the board at which all directors were present.

Dated: October 25, 2001

By: Linda Crawford  
Linda Crawford, Incorporator

By: Terrance Kwame-Ross  
Terrance Kwame-Ross, Incorporator

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

NOV 08 2001

Mary Hiffman  
Secretary of State

**Office of the Minnesota Secretary of State**  
**Minnesota Business & Nonprofit Corporations**  
**Amendment to Articles of Incorporation**  
*Minnesota Statutes, Chapter 302A or 317A*



Read the instructions before completing this form.

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

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

1. File Number:

2. Corporate Name: (Required)

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

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

Format: (mm/dd/yyyy)

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

ARTICLE

ARTICLE VIII INDEMNIFICATION

Section I. Indemnification. Each Director, Officer and Employee of NCS, past or present, and each person who serves or may have served at the request of NCS as a Director, Officer, Partner, Trustee, Employee, Representative or Agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by NCS in accordance with, and to the fullest extent permitted by, Minnesota Statutes, Section 317A.521 and 2024 Minnesota Statutes, section 124E.07, subdivision 3(e)-3(f) and any amendment thereto. NCS shall not be obligated to indemnify any other person or entity, except to the extent specified.

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

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

Signature of Authorized Person or Authorized Agent

Date

**Email Address for Official Notices**

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

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

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

Contact Name

Phone Number

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

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

Yes  No



**Work Item 1566221300028**  
**Original File Number 1Y-565**

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED  
06/24/2025 11:59 PM

*Steve Simon*

Steve Simon  
Secretary of State

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

## **BYLAWS OF NEW CITY SCHOOL**

These Bylaws are a restatement in their entirety of the original Bylaws of New City School (referred to in this document as “NCS”) and are intended to take effect when approved.

### **ARTICLE I**

#### **PURPOSE**

The objects and purposes of NCS are as stated in its Articles of Incorporation.

### **ARTICLE II**

#### **OFFICES**

NCS shall have and continuously maintain a registered office in the State of Minnesota. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

### **ARTICLE III**

#### **MEMBERSHIP**

NCS shall have no members other than the board members of the board of directors.

### **ARTICLE IV**

#### **BOARD OF DIRECTORS**

##### **Section 1. General Powers.**

The affairs of NCS shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these Bylaws and other applicable Minnesota statutes the Board of Directors shall have the power and authority to do all acts and perform all functions that NCS may do or perform.

##### **Section 2. Number and Qualifications.**

The Board of Directors shall consist of not less than five (5) members who are not related parties, and not more than nine (9) members. The Board of Directors shall be a no-majority board and include (i) at least one licensed teacher; (ii) a parent or legal guardian of a student enrolled in NCS; and (iii) an interested community member.

To serve as a licensed teacher on the Board of Directors, an individual must be employed by NCS or provide at least 720 hours of service under a contract between NCS and a teacher cooperative; be a qualified teacher as defined under Minnesota Statutes, section 122A.16, either serving as a teacher of record in a field in which the individual has a field license, or providing services to students the individual is licensed to provide; and not serve in an administrative or supervisory capacity for more than 240 hours in a school calendar year.

To serve as the parent or legal guardian member, the individual must be a parent or legal guardian of a student enrolled in NCS and must not be an employee of NCS. To serve as the interested community member, the individual must reside in Minnesota, must not have a child enrolled in NCS, and must not be an employee of NCS.

The Executive Director shall be an ex-officio, nonvoting Board member.

##### **Section 3. Tenure and Election.**

Each director shall hold office for a two (2) year term beginning July 1 or until a successor has been duly elected and qualified, or until the Director dies, resigns, is removed or the term otherwise expires as provided by law or by the Bylaws of NCS. There is no limit to the number of terms a director may serve. The election of the Board of Directors shall be in compliance with Section 124E.07 of the Minnesota Statutes and as set forth below:

(a) Eligible Voters. The persons eligible to elect (hereafter referred to as “Eligible Voters”) the members of the Board are:

- (i) All parents or legal guardians of children enrolled in the school.
- (ii) Staff members employed at NCS, including teachers providing instruction under a contract between NCS and a cooperative.
- (iii) Members of the board of directors.

(b) Notice of Elections. and NCS board of directors shall establish and publish election policies and procedures on the school's website in compliance with Minnesota Statutes. Elections must be held during the school year but may not be conducted on days when the school is closed.

(c) Open Meeting Law, Place of Election and Procedures for Election Meetings. All meetings of the Eligible Voters shall be noticed and held under the provisions of the Minnesota Open Meeting Law, MN. Stat. 13D.01 et.seq. Such meetings shall be held at NCS or such place as the Board of Directors may designate.

- (i) Annual Meeting: Except when no vacancy exists on the Board of Directors, an Annual Meeting of the Eligible Voters for the election of the Board shall be held prior to the end of each school year when school is in session.
- (ii) Notice of Special Meetings: Special meetings of the Eligible Voters may be called to fill a vacancy on the Board, at any time, pursuant to notice posted on the school website at least 30 days prior to the meeting date and in accordance with such notice as provided MN. Stat. 13D.01 et. seq.
- (iii) Notice of Annual Meetings: Notice of the Annual Meeting shall be posted on the school website at least thirty (30) days prior to the meeting date. The notice of an annual meeting shall identify each vacancy to be filled and the qualification required to fill such vacancy.
- (iv) Presiding Officer: The Board Chair shall preside at a meeting of Eligible Voters. In the event that the Board Chair is unable to attend a meeting of the Eligible Voters, another member of the Board of Directors as designated by the Board Chair or the Board shall preside over the meeting.

(d) Nomination Process. The Board of Directors, in its discretion, may establish a Nominating Committee consisting of (i) at least one Board member who shall act as Chair; (ii) one teacher employed by NCS; (iii) one parent of a student currently enrolled at NCS; and (iv) such other persons as the Board shall determine. Said Committee will make nominations for all of the Director positions that will be filled at such meeting. Any Eligible Voter may propose nominations for any vacant Director position to the Committee at least twenty-one (21) days before the date set for the election. The Committee, with the approval of the Board of Directors, or the Board itself, shall establish such procedures and rules as it deems advisable to select appropriate and qualified nominees, and to inform the Eligible Voters as to the nominees selected to be nominated and their qualifications to serve as a Director.

(e) Election. The Board of Directors shall establish such procedures as it deems appropriate for the conduct of the election, including the procedure for voting by absentee ballot, at such annual or special meeting. Each Eligible Voter shall be entitled to cast one vote for each Board of Director position being filled. There shall be no cumulative voting. To be elected, a Director must receive a majority of votes cast by Eligible Voters.

#### **Section 4. Regular Meetings.**

Regular meetings of the Board of Directors shall be held at least four (4) times during the year (unless more frequent meetings are required by Minnesota Statutes or other applicable regulations) at the call of the Board Chair or at the request of a majority of the Board of Directors. A schedule of the regular meetings of a public body shall be kept on file at its primary offices. If a public body decides to hold a regular meeting at a time or place different from the time or place stated in its schedule of regular meetings, it shall give the same notice of the meeting that is provided in this section for a special meeting. Notice of the regular meeting shall be posted on the school website at least five (5) days prior to the meeting. The notice shall designate the time, place and date of such meeting; however, the notice need not specify the business to be transacted thereat.

#### **Section 5. Special Meetings.**

Special meetings of the Board of Directors may be called at any time, for any purpose, by the Board Chair or upon the written request of one-third (1/3) of the members of the Board. For a special meeting, except an

emergency meeting or a special meeting for which a notice requirement is otherwise expressly established by statute, the public body shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the public body, or if the public body has no principal bulletin board, on the door of its usual meeting room. Notice shall also be mailed or delivered in compliance with Minnesota Statutes to each person who has filed a written request for such special meeting notice.

#### **Section 6. Voting and Quorum.**

Each member of the Board of Directors shall have the power to exercise one (1) vote on all matters to be decided by resolution of the Board. The affirmative vote of a majority of the entire Board of Directors shall constitute a duly authorized action of the Board. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business; provided, however, that if any vacancies exist by reason of death, resignation or otherwise, a majority of the remaining directors shall constitute a quorum for the purpose of filling of such vacancies.

#### **Section 7. Resignation and Removal.**

A Director may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair of NCS. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A Director may be removed at any time, with cause, by a vote of a majority of all remaining directors of NCS.

#### **Section 8. Filling Vacancies.**

Unless otherwise provided by Minnesota Statutes, vacancies on the Board of Directors caused by death, disqualification, resignation, disability, removal or such other cause shall be filled by appointment of a new Director by the affirmative vote of a majority of the remaining Directors. A Director filling a vacancy shall hold office until the next annual meeting of the Eligible Voters, or until a successor has been duly elected at a special meeting of the Eligible Voters (as provided in these Bylaws), subject to the earlier death, disqualification, resignation or removal.

#### **Section 9. Compensation.**

A Director shall not receive compensation for services as a Director. A Director may be reimbursed for reasonable out-of-pocket expenses incurred in rendering services to NCS, to the extent authorized by the Board of Directors.

#### **Section 10. Committees of the Board.**

The Board of Directors may designate, define the authority of, set the number and determine the identity of, members of one or more committees. Committee members must be natural persons, but need not be members of the Board of Directors. The Board may designate one or more alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee. An up to date list of all committees, identifying the function of each committee, and the names, addresses and phone number of each committee member, shall be maintained at the office of NCS.

(a) Authority of Committees. Each committee shall be under the direction and control of the Board.

(b) Procedures for Conducting Meetings. Each committee shall fix its own rules of procedure and other regulations which shall be consistent with the Articles of Incorporation, these Bylaws and the policies of NCS.

(c) Finance Committee. The Board of Directors shall establish a finance committee that meets regularly and includes at least one member of the Board of Directors. The finance committee shall review and provide recommendations to the Board on matters related to financial health and best practices, including as applicable financial strategy, enrollment tracking, budgeting and planning, internal controls and compliance, revenue generation, financial conflicts of interest, audits and financial reporting, regular finance statements and transactions, and authorizer finance-related requirements in the charter contract. If NCS is under corrective action for financial reasons, as determined by its authorizer, the Board shall include the authorizer in regularly

scheduled finance committee meetings, either in person or virtually, at least monthly, and upon the request of the authorizer, hire a financial expert.

### **Section 11. Board Meeting Minutes.**

NCS shall publish and maintain on the school's official website: (1) the meeting minutes of the board of directors and of members and committees having board-delegated authority, within 30 days following the earlier of the date of board approval or the next regularly scheduled meeting, and for at least 365 days from the date of publication; (2) directory information for the board of directors and for the members of committees having board-delegated authority; and (3) identifying and contact information for the school's authorizer.

## **ARTICLE V**

### **CHANGES IN GOVERNANCE STRUCTURE**

#### **Section 1. Changes in Governance Structure.**

The governance structure set forth in Article IV above may be changed only:

- (a) by a majority vote of the Board of Directors;
- (b) by a majority vote of the licensed teachers employed by the school as teachers who provide instruction to students, including licensed teachers providing instruction under a contract between the school and a cooperative; and
- (c) with approval of NCS's authorizer (as determined under Minnesota Statute section 124E.07.)

#### **Section 2. Conform with Minnesota Statute 124E.07.**

Any change in board governance must conform with the board structure established under Minnesota Statute 124E.07.

#### **Section 3. Procedures.**

The procedure for voting on a change in governance structure shall be as follows:

- (a) A meeting or meetings of the Board of Directors and the teachers eligible to vote on any change in the governance structure shall be held pursuant to a call by the Board Chair, or written request by one-third (1/3) of the Board of Directors, and pursuant to notice to each such person given by NCS at least thirty (30) days prior to such meeting in the manner provided for special meetings of the Board. The vote of the Board of Directors and the vote of the licensed teachers must be conducted and recorded separately.
- (b) The change in governance structure is approved only if: (1) a majority of the Board of Directors votes in favor of the change; (2) a majority of the licensed teachers employed by NCS as teachers who provide instruction to students, including licensed teachers providing instruction under a contract between NCS and a cooperative, votes in favor of the change; and (3) NCS's authorizer approves the change. A quorum for each voting body is a majority of that voting body unless otherwise required by law.

## **ARTICLE VI**

### **OFFICERS AND EMPLOYEES**

#### **Section 1. Number; Election.**

The officers of NCS shall be elected for one (1) year terms by the Board of Directors, and shall consist of a Board Chair, Executive Director, Treasurer and such other officers as the Board of Directors shall determine. There is no limit to the number of terms an officer may serve.

#### **Section 2. Vacancies.**

A vacancy in any office of NCS occurring by reason of death, disqualification, resignation or removal shall be filled for the unexpired portion of the term by appointment of a successor by the Board of Directors.

### **Section 3. Board Chair.**

The Board Chair shall:

- (a) Act as the chairperson of the Board of Directors;
- (b) Preside at all meetings of the Board of Directors;
- (c) Exercise such powers as the Board of Directors may prescribe;

### **Section 4. Treasurer.**

The Treasurer shall be the chief financial officer, and shall, or ensure that those persons with financial management responsibilities:

- (a) Keep accurate accounts of all monies received or disbursed by NCS;
- (b) Deposit all monies, drafts and checks in the name of, and to the credit of, NCS in such banks and depositories as the Board of Directors shall designate;
- (c) Have the care and custody of the corporate funds and securities;
- (d) Have the power to endorse for deposit all notes, checks and drafts received by NCS;
- (e) Disburse the funds of NCS as ordered by the Board of Directors, making proper vouchers therefor;
- (f) Render to the Board Chair and the Board of Directors, whenever required, an account of all of the Treasurer's transactions as Treasurer and of the financial condition of NCS; and
- (g) Perform such other duties and have such other powers as may be prescribed by the Board of Directors.

### **Section 5. Executive Director.**

The Executive Director shall act as the chief administrative officer. The Executive Director shall actively manage the business and affairs of NCS, and shall see to it that all orders and resolutions of the Board of Directors are carried into effect. The Executive Director shall be responsible for overseeing the application and implementation of established policies in the operations of NCS. Subject to Minnesota law, in general, the Executive Director shall perform all duties usually incident to the office of executive director or president and all duties prescribed by the Board of Directors.

### **Section 6. Management and Administrative Employees.**

NCS may have such management and administrative employees as are determined necessary by the Board of Directors. Such employees shall be selected by the board through a fair and open hiring process, have the duties and responsibilities, and be compensated, as authorized by the Board of Directors.

### **Section 7. Removal of Officer.**

Any officer may be removed at any time, with or without cause, by the vote of a majority of the Board of Directors at any regular meeting or at a special meeting called for that purpose.

### **Section 8. Resignation.**

Any officer may resign at any time. Such resignation shall be made in writing to the Board Chair and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Board Chair. The acceptance of a resignation shall not be necessary to make it effective.

## **ARTICLE VII**

### **DISTRIBUTION OF ASSETS**

#### **Section 1. Right to Cease Operations and Distribute Assets.**

By a two-thirds (2/3) vote of all Directors, the Board may resolve that NCS cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of NCS to perform all acts necessary to effect a dissolution.

#### **Section 2. Cessation and Distribution.**

When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause NCS to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all NCS's assets to other entities in accordance with Minnesota Statutes, Section 317A.735 and in accordance with the Articles of Incorporation. Notice of intent to dissolve shall be filed with the Secretary of State pursuant to Minnesota Statutes, Section 317A.723.

## **ARTICLE VIII**

### **INDEMNIFICATION**

#### **Section 1. Indemnification.**

Each Director, Officer and Employee of NCS, past or present, and each person who serves or may have served at the request of NCS as a Director, Officer, Partner, Trustee, Employee, Representative or Agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by NCS in accordance with, and to the fullest extent permitted by, Minnesota Statutes, Section 317A.521 and Minnesota Statutes, Section 124E.07 Subd.3 (e)-(f).

NCS shall not be obligated to indemnify any other person or entity, except to the extent specifically approved by resolution of the Board of Directors. This Section is 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.

#### **Section 2. Insurance.**

The board of directors shall obtain at least the amount of and types of insurance up to the applicable tort liability limits under Minnesota Statute Chapter 466. The board of directors shall submit changes in its insurance carrier or policy to its authorizer within 20 business days of the change.

NCS may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Employee or agent of NCS, against any liability asserted against and incurred by such person in that person's official capacity, or arising out of that person's status as such, whether or not NCS would have the power to indemnify such person against liability under Minnesota Statutes, Section 317A.521, the Articles of Incorporation or these Bylaws.

## **ARTICLE IX**

### **AMENDMENTS TO BYLAWS**

Subject to the provisions of Article V, these Bylaws may be repealed or amended by a majority vote of the Board of Directors at a Board meeting properly noticed for such purpose and held pursuant to these Bylaws.

## **ARTICLE X**

### **FINANCIAL MATTERS**

#### **Section 1. Contracts.**

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

#### **Section 2. Loans and Pledges.**

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

#### **Section 3. Authorized Signatures.**

All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of NCS shall be signed by such person or persons and in such manner as shall be determined by the Board of Directors or these Bylaws.

#### **Section 4. Deposits.**

All funds of NCS shall be deposited to the credit of NCS in such banks, trust companies or other depositories as the Board of Directors may designate and shall be disbursed under such general rules and regulations as the Board of Directors may determine subject to and in compliance with sections 15.054; 118A.01; 118A.02; 118A.03; 118A.04; 118A.05; 118A.06 governing government property and financial investments; and sections 471.38; 471.391; 471.392; and 471.425 governing municipal contracting

#### **Section 5. Corporate Seal.**

NCS shall not have a corporate seal.

#### **Section 6. Accounting System and Audit.**

The Board of Directors shall cause to be established and maintained, in accordance with generally accepted accounting principles applied on a consistent basis, an appropriate accounting and financial reporting system for NCS.

The Board shall cause the records and books of account of NCS to be audited at least once each fiscal year and at such other times as it may deem necessary or appropriate, and shall retain such person or firm for such purposes. NCS shall submit an audit report to the commissioner and its authorizer annually by December 31.

#### **Section 7. Documents Kept at NCS Office.**

The Board of Directors shall cause to be kept at the office of NCS or on the school website, copies of:

- (a) Records of all proceedings of the Board of Directors and all committees;
- (b) Records of all votes and actions of the members;
- (c) All financial statements of NCS; and
- (d) Articles of Incorporation and Bylaws of NCS and all amendments and restatements thereof.

#### **Section 8. Insurance.**

The Board of Directors shall determine the liability, property or other insurance requirements for NCS. The Board shall also determine which, if any, officers, agents or employees of NCS shall be bonded and the amount of each bond.

Board Chair

Signature Page

Board Chair Signed by:  
*Erin Green*  
238183B8BCBC46  
6/25/2026 Approved by the Board of Directors on May 23, 2025

**Revised:** provisionally approved by the NCS Board June 22, 2026. To be fully approved by NCS staff in August 2026.

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

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

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

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

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

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

### Comprehensive Management Services

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

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

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

#### Required Service Management Organization Contract Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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