

SCHOOL AUTHORIZER CONTRACT

between
Novation Education Opportunities
3432 Denmark Avenue Suite #130 Eagan, MN 55123 and
Bultum Academy
1555 40th Ave NE Columbia Heights, MN 55421

This Agreement is between the Novation Education Opportunities and Bultum Academy.

SECTION 1. TERMS OF AGREEMENT.

- 1.1 Effective date: October 1, 2021 (pre-operation October 1, 2021 – June 30, 2022)
- 1.2 Expiration date: June 30, 2027 (operational July 1, 2022 – 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 an approved application to change location, including a market need and demand study.**
- 2.8. "Charter School Board" means the Board of Directors established to govern the School, as required under Minn. Stat. §124E.
- 2.9. The "Authorizer" refers to the Authorizer listed above.
- 2.10. "Education Commissioner" means the Commissioner of the Minnesota Department of Education or his or her designee.
- 2.11. "Department" means the Minnesota Department of Education.
- 2.12. "State" means the State of Minnesota.
- 2.13. "School Information" includes all educational data, as defined in Minn. Stat. §13.32; any and all data related to employees; any and all complaints filed by the School as required by federal and state law and all complaints filed against the School or any of its employees; any and all investigative files and the results of any investigations; any and all financial information as required to be disclosed under the Minnesota Data Practices Act; and any data or other information that the Authorizer deems reasonably necessary to carry out its role.
- 2.14. "Captions". The captions and headings used in this Agreement are for convenience only and shall not be used in construing the provisions of this Agreement.

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

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

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

SECTION 4. LEGAL STRUCTURE.

4.1. Legal Structure

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

SECTION 5. AUTHORIZER FEES

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

SECTION 6. OPERATING REQUIREMENTS

6.1. Governance

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

- 6.1.7. Authorization of Employment. The Charter School Board will employ and contract with necessary teachers, as defined by Minn. Stat.§122A.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. The School shall submit **an application that includes** a market need and demand study for the proposed Location to the Authorizer for approval, prior to changing the Location. The School and Authorizer will revise the Contract after approval of the change in location according to the process described in Section 10.1 of this Agreement, Revisions and Amendments.

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:
- ï Failure to demonstrate satisfactory academic achievement for all students, including the requirements for pupil performance contained in this Agreement;
 - ï Failure to meet generally accepted standards of fiscal management;
 - ï Violations of law; or
 - ï 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.

AUTHORIZER

SCHOOL

By: 
(Signature)

By: 
(Signature)

Wendy Swanson Choi
(Print Name)

Esmael Abagero
(Print Name)

Executive Director
(Title)

Board Chairman
(Title)

10/01/2021
(Date)

09/15/2021
(Date)

Revision Finalized November 24, 2021 and December 13, 2021.



(NEO Executive Director Signature)


(NEO Executive Director)

Wendy Swanson Choi
(Print Name)

Wendy Swanson Choi
(Print Name)


(Bultum Academy Board Chair Signature)


(Bultum Academy Board Chair Signature)

Esmael Abagero
(Print Name)

Esmael Abagero
(Print Name)

Revision

Novation Education Opportunities

By:



Signature

Wendy Swanson Choi

Print name

Executive Director

Title

December 30, 2022

Date

Bultum Academy

By:



Signature

Esmael Abagero

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

Bultum Academy

By:


Signature

Salad Abagira
Print Name

Board - chairman
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 Bultum Academy is to improve **the learning, achievement and success of all students**.

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

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

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

Bultum Academy is also designed to meet additional purposes for which the charter school law was created:

- Increase **quality** learning opportunities for all pupils: The School will increase **quality** learning opportunities and support educational equity by providing a high-quality STEM education for currently under-served populations. The School will increase learning opportunities by providing a longer than typical school year and school day. The School will also use the Multi-Tiered Support System (MTSS) which provides a highly responsive model for students to increase proficiency through a scaffolded and supportive learning approach. The process of moving students through the MTSS model allows for students to experience success as they move through a variety of increased learning opportunities that provide pathways to success.
- Encourage the use of different and innovative teaching methods. Teachers will use a mix of direct teaching and hands-on learning, and collaborative teaching. The STEM focus at the early grades is different from typical elementary school approaches. In addition, Bultum Academy will be the first public school in Minnesota, and perhaps the nation, to provide Oromo language as an academic subject. In Minnesota there are public schools that provide Korean, Russian, Chinese, German, Arabic, French, Hebrew and Latin, but despite Oromo being among the top 10 primary home languages of students served in Minnesota (8th), no public school provides Oromo language as an academic subject.

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

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

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

Mission and Vision

Mission: To meet the academic and socioemotional needs of our students by providing an enriching and focused learning environment in science, technology, engineering and math, and a positive school culture supported by family partnerships.

Vision: Bultum Academy is recognized as a unique and innovative school that engages, empowers, and meets the specific educational needs of all students.

Bultum Academy is not planning to provide instruction primarily through digital, online, hybrid, or blended learning; however, does plan to offer these options so that all families and students can have a safe learning plan as needed.

Bultum Academy is not planning to deliver the education program primarily through project-based learning or work-based learning, but will provide hands-on learning experiences for the students.

The overall philosophy of the school is to prepare students for success by meeting their academic and socioemotional needs through a program offering rigorous, integrated STEM instruction and a curriculum based on MN academic standards.

Other key design elements are:

- Frequent assessment of student progress that drives continual improvement of instruction
- A positive school culture and environment that focuses on strong character development
- Effectively targeted supports for students needing extra help
- Strong family partnership and participation
- Understanding and respect for students' home cultures and languages
- Oromo language as an academic subject

Bultum Academy will improve pupil learning and student achievement by implementing a rigorous STEM education program supported through family engagement and social-emotional learning supports.

Bultum Academy will focus on World's Best Workforce priorities 2, 3 and 4:

- All third graders can read at grade level: Reading/literacy is strongly emphasized in Bultum Academy's planned academic program, with instruction provided for student primary home languages and targeted supports for EL students and others who need extra help.
- All racial and economic achievement gaps between students are closed: By providing an engaging STEM-oriented hands-on academic program for traditionally underserved populations, including low income and immigrant students, Bultum Academy is focused by design on closing achievement gaps.
- All students are ready for career and college: By effectively supporting all of its students on their learning journey through 8th grade, Bultum Academy will ensure that students lay the groundwork for later success, in secondary school and beyond in STEM careers.

Foundational to Bultum Academy's educational program is hand-on learning in STEM: Science, Technology, Engineering and Math. STEM education is action oriented and provides for a student-centered learning environment where listening, speaking, reading and writing can be effectively reinforced. Students engage in questioning, problem solving, collaboration, and hands-on activities while they apply what they learn and address real life issues.

In the STEM education, teachers will not only function as instructors, but will also function as classroom facilitators. They will guide students through the problem-solving process and plan STEM labs that lead to mastery of content and STEM proficiency.

STEM proficient students are able to answer complex questions, investigate global issues, and develop solutions for challenges and real-world problems while applying the rigor of science, technology, engineering, and mathematics content in a seamless fashion.

For its model of teaching and learning, Bultum Academy plans to implement the Universal Design for Learning model (UDL) – a framework that improves and optimizes teaching and learning for all students based on scientific insights into how humans learn.

UDL offers a set of concrete suggestions that can be applied to any discipline to ensure that all learners can access and participate in meaningful and challenging learning opportunities. We know from experience and science that individuals learn in varied ways—ways that are particular to them. UDL provides us with practical strategies and techniques to ensure that all learners can meet high expectations.

What is unique about the UDL framework is that it provides students with multiple means of engagement, representation, action, and expression for learning. This model is particularly useful for the type of students we will have who are at different proficiency levels because of disparities in education and resources.

Bultum Academy is approved to provide online and blended instruction after the application is approved by the Minnesota Department of Education.

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

Novation Education Opportunities - Bultum Academy Performance Framework
--

Bultum Academy Charter School

Date of Last Update/Review: 4/28/2026
--

Contract Term: July 1, 2022 - June 30, 2027
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Baseline Year Results: 2022-2023, 2024-2025
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Charter Number: 4295

Initial Year of Operation: 2022
--

Grades Served: PreK-8

These are the Academic Performance Indicators. They are 68% of the points possible.

I. All Children are Ready for School					
I.A Early Literacy and Early Numeracy Goals					
Performance Rating	NWEA MAP for Primary Math Targets (K)			Point Value	Points Earned
Exemplary	More than 75% or more of K students meet the K learning targets AND/OR the school improves its percent of students meeting their learning targets by at least 20 percentage points from the baseline year.			4	
Satisfactory	60-75% of K students meet the K learning targets in the combined FY 2023-FY 2026 AND/OR the school improves its percent of students meeting their learning targets by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 60 percent of K students meet the K learning targets and do not improve by at least 10 percentage points from the baseline year.			0	
Results		Students Meeting Targets	Total Students Tested	Bultum Academy Percent Proficient	
	Year				
	Baseline 2022-2023	7	28	25.00%	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
2026-2027					
2022-2027					
Analysis	Improvement is being incorporated into the NWEA MAP goal to capture how the students are performing from the school's first year of operation. Additionally, weighting of the NWEA goals are being balanced with the MCA proficiency goals.				

Performance Rating	NWEA MAP for Primary Reading Targets (K)			Point Value	Points Earned
Exemplary	More than 75% or more of K students meet the K learning targets AND/OR the school improves its percent of students meeting their learning targets by at least 20 percentage points from the baseline year.			4	
Satisfactory	60-75% of K students meet the K learning targets in the combined FY 2023-FY 2026 AND/OR the school improves its percent of students meeting their learning targets by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 60 percent of K students meet the K learning targets and do not improve by at least 10 percentage points from the baseline year.			0	
Results				Bultum Academy Percent Proficient	
	Year	Students Meeting Targets	Total Students Tested		
	Baseline 2022-2023	4	24	16.67%	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2022-2027				
Analysis	Improvement is being incorporated into the NWEA MAP goal to capture how the students are performing from the school's first year of operation. Additionally, weighting of the NWEA goals are being balanced with the MCA proficiency goals.				

II. All Students Graduate from High School (As Measured by Grade Level Proficiency)					
II.A Attain Grade-level Proficiency- All Students State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	State Percent Proficient
	Baseline 2022-2023	16	60	26.67%	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	State Percent Proficient
	Baseline 2022-2023	19	60	31.67%	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					

Performance Rating	MCA-Science Goals (Grades 5 and 8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	State Percent Proficient
	Baseline 2024-2025	1	23	4.35%	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
Analysis	Baseline was reset to 2024-2025 because MCA-IV Science scores cannot be compared to previous years.				

II.B Attain Grade-level Proficiency- All Students Resident District (Columbia Heights) Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	Resident District Percent Proficient
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	Resident District Percent Proficient
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					

Performance Rating	MCA-Science Goals (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results				Bultum Academy Percent Proficient	Resident District Percent Proficient
	Year	Proficient Students	Total Students Tested		
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
Analysis					

III. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Focus Group Proficiency)					
III.A Attain Grade-level Proficiency- FRP Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	Satisfactory The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	State Percent Proficient
	Baseline 2022-2023	15	51	29.41%	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
2022-2026					
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	Satisfactory The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	State Percent Proficient
	Baseline 2022-2023	17	51	33.33%	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
2022-2026					
Analysis					

Performance Rating	MCA-Science Goals (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	Satisfactory The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results				Bultum Academy Percent Proficient	State Percent Proficient
	Year	Proficient Students	Total Students Tested		
	Baseline 2024-2025	1	16	6.25%	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
Analysis	Baseline was reset to 2024-2025 because MCA-IV Science scores cannot be compared to previous years.				

III.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	Resident District Percent Proficient
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	Resident District Percent Proficient
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					

Performance Rating	MCA-Science Goals (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results				Bultum Academy Percent Proficient	Resident District Percent Proficient
	Year	Proficient Students	Total Students Tested		
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
Analysis					

III.C Attain Grade-level Proficiency- EL Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results				Bultum Academy Percent Proficient	State Percent Proficient
	Year	Proficient Students	Total Students Tested		
	Baseline 2022-2023	16	58	27.59%	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results				Bultum Academy Percent Proficient	State Percent Proficient
	Year	Proficient Students	Total Students Tested		
	Baseline 2022-2023	17	58	29.31%	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					

Performance Rating	MCA-Science Goals (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results				Bultum Academy Percent Proficient	State Percent Proficient
	Year	Proficient Students	Total Students Tested		
	Baseline 2024-2025	0	15	0.00%	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis	Baseline was reset to 2024-2025 because MCA-IV Science scores cannot be compared to previous years.				

III.D Attain Grade-level Proficiency- EL Focus Group Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	Resident District Percent Proficient
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	Resident District Percent Proficient
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					

Performance Rating	MCA-Science Goals (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results				Bultum Academy Percent Proficient	Resident District Percent Proficient
	Year	Proficient Students	Total Students Tested		
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
Analysis					

III.E Attain Grade-level Proficiency- SPED Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	State Percent Proficient
	Baseline 2022-2023	CSTSR	CSTSR	CSTSR	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis	Cell size is too small to report (under 10).				
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	State Percent Proficient
	Baseline 2022-2023	CSTSR	CSTSR	CSTSR	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis	Cell size is too small to report (under 10).				

Performance Rating	MCA-Science Goals (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	State Percent Proficient
	Baseline 2022-2023	CSTSR	CSTSR	CSTSR	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
Analysis	Cell size is too small to report (under 10).				

III.F Attain Grade-level Proficiency- SPED Focus Group Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	Resident District Percent Proficient
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Bultum Academy Percent Proficient	Resident District Percent Proficient
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					

Performance Rating	MCA- Science Goals (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results				Bultum Academy Percent Proficient	Resident District- Percent Proficient
	Year	Proficient Students	Total Students Tested		
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
Analysis	Cell size is too small to report (under 10).				

IV. All Students Graduate from High School (As Measured by Growth)					
IV.A All Students Graduate from High School- Students Below Grade Level Make High Growth					
Performance Rating	NWEA Fall-Spring MAP Math Growth Targets (Grades 1-8)			Point Value	Points Earned
Exemplary	Students scoring below grade level on the fall Math NWEA MAP will collectively achieve more than 150 percent of their NWEA MAP projected growth target on the Spring NWEA MAP AND/OR the school improves its percent of growth made by least 20 percentage points from the baseline year.			4	
Satisfactory	Students scoring below grade level on the fall Math NWEA MAP will collectively achieve 120 through 150 percent of their NWEA MAP projected growth target on the Spring NWEA MAP AND/OR the school improves its percent of growth made by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Students scoring below grade level on the fall Math NWEA MAP do not achieve at least 120 percent of their NWEA MAP projected growth target on the Spring NWEA MAP and do not improve by at least 10 percentage points from the baseline year.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Total Students Below Grade Level
	Baseline 2022-2023	760	895	84.92%	66
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
Analysis	Improvement is being incorporated into the NWEA MAP goal to capture how the students are performing from the school's first year of operation. Header text was changed to align with the performance rating criteria.				

Performance Rating	NWEA Fall-Spring MAP Reading Growth Targets (Grades 1-8)			Point Value	Points Earned
Exemplary	Students scoring below grade level on the fall Reading NWEA MAP will collectively achieve more than 150 percent of their NWEA MAP projected growth target on the Spring NWEA MAP AND/OR the school improves its percent of growth made by least 20 percentage points from the baseline year.			4	
Satisfactory	Students scoring below grade level on the fall Reading NWEA MAP will collectively achieve 120 through 150 percent of their NWEA MAP projected growth target on the Spring NWEA MAP AND/OR the school improves its percent of growth made by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Students scoring below grade level on the fall Reading NWEA MAP do not achieve at least 120 percent of their NWEA MAP projected growth target on the Spring NWEA MAP and do not improve by at least 10 percentage points from the baseline year.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Total Students Below Grade Level
	Baseline 2022-2023	355	880	40.34%	67
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
Analysis	Improvement is being incorporated into the NWEA MAP goal to capture how the students are performing from the school's first year of operation. Header text was changed to align with the performance rating criteria.				

IV.B Meet or Exceed National Growth Norms- Students At or Above Grade Level Making Medium or High Growth					
Performance Rating	NWEA Fall-Spring MAP Math Growth Targets (Grades 1-8)			Point Value	Points Earned
Exemplary	Students scoring at or above grade level on the fall Math NWEA MAP will collectively achieve more than 110 percent of their NWEA MAP projected growth target on the Spring NWEA MAP AND/OR the school improves its percent of growth made by least 20 percentage points from the baseline year.			4	
Satisfactory	Students scoring at or above grade level on the fall Math NWEA MAP will collectively achieve 90 through 110 percent of their NWEA MAP projected growth target on the Spring NWEA MAP AND/OR the school improves its percent of growth made by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Students scoring at or above grade level on the fall Math NWEA MAP do not achieve at least 90 percent of their NWEA MAP projected growth target on the Spring NWEA MAP and do not improve by at least 10 percentage points from the baseline year.			0	
Results			Aggregate of Expected RIT Growth Points	Percent of Growth Made	Total Students At/Above Grade Level
	Year	Aggregate of Actual RIT Growth Points Made			
	Baseline 2022-2023	290	477	60.80%	36
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis	Improvement is being incorporated into the NWEA MAP goal to capture how the students are performing from the school's first year of operation. Header text was changed to align with the performance rating criteria.				

Performance Rating	NWEA Fall-Spring MAP Reading Growth Targets (Grades 1-8)			Point Value	Points Earned	
Exemplary	Students scoring at or above grade level on the fall Reading NWEA MAP will collectively achieve more than 110 percent of their NWEA MAP projected growth target on the Spring NWEA MAP AND/OR the school improves its percent of growth made by least 20 percentage points from the baseline year.			4		
Satisfactory	Students scoring at or above grade level on the fall Reading NWEA MAP will collectively achieve 90 through 110 percent of their NWEA MAP projected growth target on the Spring NWEA MAP AND/OR the school improves its percent of growth made by 10-20 percentage points from the baseline year.			2		
Not Satisfactory	Students scoring at or above grade level on the fall Reading NWEA MAP do not achieve at least 90 percent of their NWEA MAP projected growth target on the Spring NWEA MAP and do not improve by at least 10 percentage points from the baseline year.			0		
Results					Total Students At/Above Grade Level	
	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made		
	Baseline 2022-2023	116	319	36.36%		32
	2022-2023					
	2023-2024					
	2024-2025					
	2025-2026					
	2022-2026					
Analysis	Improvement is being incorporated into the NWEA MAP goal to capture how the students are performing from the school's first year of operation. Header text was changed to align with the performance rating criteria.					

These are the Climate Performance Indicators. They are 8% of the points possible.

V. The school conditions promote a climate of engagement.

V.A Attendance Rates

Performance Rating	Attendance Rate Goals (Grades K-8)	Point Value	Points Earned
Exemplary	More than 94% attendance rate	2	
Satisfactory	90-94 percent attendance rate.	1	
Not Satisfactory	Less than 90 percent attendance rate	0	
Results	Year	Attendance Rate	
	2022-2023		
	2023-2024		
	2024-2025		
	2025-2026		
	2022-2026		
Analysis			

V.B Parent Engagement

Performance Rating	Goals for Parent Event Attendance Rates (Grades K-8)	Point Value	Points Earned
Exemplary	More than 90% attendance rate	2	
Satisfactory	80-90 percent attendance rate.	1	
Not Satisfactory	Less than 80 percent attendance rate.	0	
Results	Year	Attendance Rate	
	2022-2023		
	2023-2024		
	2024-2025		
	2025-2026		
	2022-2026		
Analysis			

V.C Parent Satisfaction					
Performance Rating	Goals for 5-Point Parent Satisfaction Survey Results (Grades K-8)			Point Value	Points Earned
Exemplary	More than 90 percent of parents agree (4) and strongly agree (5) that they are satisfied with the school performance.			2	
Satisfactory	80-90 percent of parents agree (4) and strongly agree (5) that they are satisfied with the school performance.			1	
Not Satisfactory	Less than 80 percent of parents agree (4) and strongly agree (5) that they are satisfied with the school performance.			0	
Results	Year	Number of Parents Agreeing/Strongly Agreeing	Total Number of Parents Surveyed	Percent of Parents Agreeing/Strongly Agreeing	Percent of Parents Participating
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					
V.D Mobility					
Performance Rating	Students Remain Enrolled October 1 to End of Year Goals (K-8)			Point Value	Points Earned
Exemplary	Less than 10 percent of students transfer out.			2	
Satisfactory	10-15 percent of students transfer out			1	
Not Satisfactory	More than 15 percent of students transfer out.			0	
Results	Year	Number of Students Who Transfer Out After October	Total Number of Students Enrolled October 1	Percent of Students Who Transfer Out After October 1	
	2022-2023				
	2023-2024				
	2024-2025				
	2025-2026				
	2022-2026				
Analysis					

These are the Operations Performance Indicators. They are 10% of the total Performance Framework points possible.

VI. School is Compliant with Contract and Statute

VI.A Compliance

Performance Rating	Compliance Goals	Point Value	Points Earned
Exemplary	No infractions.	10	
Satisfactory	No more than three infractions AND any infraction is resolved by assigned deadline.	5	
Not Satisfactory	More than three infractions or infractions not resolved by assigned deadline.	0	
Analysis			

These are the Finance Performance Indicators. They are 14% of the total Performance Framework points.

VII. School is Financially Solvent/Sustainable

VII.A Finance Awards

Performance Rating	Goals for Awards	Point Value	Points Earned
Exemplary	NEO Stewardship Award in Finance Recipient	2	
Satisfactory	Finance Award Recipient	1	
Not Satisfactory	Not a Finance Award Recipient	0	
Analysis			

VII.B Fund Balance

Performance Rating	Fund Balance at End of Contract Term Goals			Point Value	Points Earned
Exemplary	Reserve is at least three months' expenditures (20%) as measured by end of year reserve (fund balance).			10	
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserve (fund balance).			5	
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserve (fund balance).			0	
Results	Fund Balance	Expenditures	SOD Calculation		
Analysis					

VII.C Financial Audit

Performance Rating	Financial Audits During Contract Term Goals	Point Value	Points Earned
Exemplary	No findings cited in the audit.	2	
Satisfactory	No more than one finding (nonmaterial) cited in the audit.	1	
Not Satisfactory	More than one finding cited in the audit.	0	
Analysis			

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

Based on information available to date, Bultum Academy Charter School has earned xx points out of a total of 100 points possible, xx.xx%.

Academic Performance Points Earned			0		
Academic Performance Total Points Possible			68		
Academic Performance Percent of Points Earned			0.00%		
Academic Performance Percent of Total Framework Points			68.00%		
Climate Performance Points Earned			0		
Climate Performance Total Points Possible			8		
Climate Performance Percent of Points Earned			0.00%		
Climate Performance Percent of Total Framework Points			8.00%		
Operations Performance Points Earned			0		
Operations Performance Total Points Possible			10		
Operations Performance Percent of Points Earned			0.00%		
Operations Performance Percent of Total Framework Points			10.00%		
Finance Performance Points Earned			0		
Finance Performance Total Points Possible			14		
Finance Performance Percent of Points Earned			0.00%		
Finance Performance Percent of Total Framework Points			14.00%		
Performance Framework Points Earned			0		
Performance Framework Total Points Possible			100		
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)9.**



Adopted: 04/22/2020 Revised: 03/04/2022 Revised: 9/26/25, Revised: 6/11/26

I. Purpose:

The purpose of this policy is to explain how Bultum Academy will decide whom to enroll as pupils in the school.

II. General Statement of Policy:

Admission to Bultum Academy Charter School is open to all students, without regard to ability, race, religion, or any other factors, other than the capacity of the program and grade level.

III. Procedures:

(1) Each school year, the Board: (a). establishes by December 31st the open enrollment period applicable to the following school year's admissions; (b). published by December 31st : The school's enrollment application applicable to the following school year, and this Lottery Policy.

(2) Notice to Currently Admitted Students & Staff Employed at the School: Prior to the beginning of the open enrollment period, the school provides notice of the open enrollment period to parents and staff so that siblings of currently admitted students, foster children of parents of currently admitted students, and children of staff may submit a timely application. 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.

(3) Application Processing. Each enrollment application received is date-stamped.

(4) Admissions. All applications received during the open enrollment period are automatically accepted for enrollment (i.e. admitted) unless more applications are received than the available enrollment established by the Board for the applicable grade(s). In this situation, all submitted applications for such grade(s) are placed in the lottery; however, siblings of currently admitted students, foster children of parents of currently admitted students, and children of staff employed in school have preference.

ADMISSION & LOTTERY POLICY



(5) Siblings of Admitted Students: (“Siblings”) and Foster Children of Parents of Currently Admitted Students (“Foster Siblings”): Siblings and Foster Siblings, who submit an application before the expiration of the open enrollment period, of currently admitted students are automatically admitted unless the number of Sibling and Foster Sibling applications exceed the available enrollment established by the Board for the applicable grade(s).

If the number of Sibling and Foster Sibling applications exceeds available enrollment in any grade, a combined Sibling and Foster Sibling lottery is held for each such grade. Siblings and Foster Siblings are admitted to the school in the order in which they are drawn in the lottery. If all available enrollment in a grade is filled by Siblings and/or Foster Siblings, the Sibling and Foster Sibling lottery continues and establishes the Sibling and Foster Sibling waiting list, which has preference over both the staff-children waiting list and the general waiting list.

(6) Children of Staff Employed at Bultum Academy Charter School: Children of staff employed at the school who submit an application before the expiration of the open enrollment period, are automatically admitted provided that all Siblings and Foster Siblings (of already admitted students) who submitted a timely application are admitted, and provided there is available enrollment as determined by the Board for the applicable grade(s).

If the number of children of staff exceeds the available enrollment established by the Board for any grade (and after all Siblings and Foster Siblings (of admitted students) who submitted a timely application are admitted), a staff-children lottery is held. Children of staff are admitted to the school in the order in which they are drawn in the lottery. If all available enrollment in a grade is filled by children of staff, the staff-children lottery continues to establish the staff-children waiting list for each such grade.

(7) General Lottery: If the number of applications received during the open enrollment period exceeds available enrollment established by the Board for any grade the school conducts a general randomized lottery. The priority lists for which the lottery proceeds are 1) siblings and foster siblings of admitted students who submitted timely applications and 2) children, including foster children, of staff employed at the school who submitted a timely application, and 3) all other applicants, .

ADMISSION & LOTTERY POLICY



All applications for each such grade(s) received before the expiration of the open enrollment period are included in the general lottery. Students are admitted to the school in the order in which they are drawn in the lottery, as long as there is available enrollment as determined by the Board for the applicable grade(s).

If all available enrollment in any grade is filled, the lottery continues and establishes the general waiting list for each such grade in the order drawn, until all applications are drawn. If a student is admitted through the general lottery and that student has one or more siblings or foster siblings in other grades also subject to a lottery, those siblings and/or foster siblings are automatically admitted as long as available enrollment as determined by the Board remains in the applicable grade(s).

(8) Applications received after the open enrollment period expires and no lottery is needed are automatically admitted as long as there is available enrollment as established by the Board in the applicable grade.

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

IV. General Admission Procedures:

(1) **Order of Admission:** Siblings and Foster Siblings of Already Admitted Students, then Children of Staff Employed at the School, then General Admissions

(2) **No waiting list carryover from year to year:** Each waiting list is subject to a lottery and redrawn during each admission process each year.

(3) **Multiple births (twins, triplets, etc):** Each student seeking admission completes an application (i.e. not one application for the family). In a lottery situation, each student receives an individual number/lot in the lottery.

(4) **Lottery Grade Order:** Applicable lotteries occur from highest grade to lowest grade. For example, if a lottery is required in grades K and 3, the grade 3 lottery is conducted first, followed by the K lottery.

ADMISSION & LOTTERY POLICY

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



Governance & Structure

Bultum Academy developers are fully cognizant of the importance of effective and accountable governance for a successful school. The school must ultimately meet its obligations to the state of Minnesota, to its authorizer, and to its stakeholders. This is mediated through the Authorizer which oversees BA for program operational effectiveness and accountability.

The Charter Contract is monitored by the Authorizer and the School works with the Authorizer to achieve its mission and vision under that contract. Regular communication will flow to the Authorizer from the Board, mediated by or with support from the Director. The Director serves at the will of the Board. The Director reports to the Board and all other staff report to the Director.

Thus, accountability for governance outcomes is assured through reporting to the authorizer and MDE, and by always remaining attuned to the needs and desires of school stakeholders. The founding group is committed to carrying out the responsibilities of a charter school board, including the mandatory elements of carrying out the School's mission and goals; evaluating execution of charter contract goals and commitments; evaluating student achievement, engagement and connection to goals; establishing a teacher evaluation process under MN Statutes, section 124E.03; ensuring provision of professional development related to job responsibilities; and establishing plans for meeting student pupil transportation requirements.



The board is responsible for governance, through effective policy oversight; responsibility for day-to-day operations will be delegated to the school director and other School staff as appropriate. To ensure that the new charter school has in place all necessary policies, the BA board models its governance practices on those of successful operating MN charter schools and, at a minimum, ensures adoption of policies listed as mandatory by applicable Law. Specifically, the division of key roles and responsibilities, between the board and the School director are as follows:

Area	Board of Directors	School Director
School mission & goals	(1) make governance decisions in light of school mission, vision and goals; (2) periodically review mission and goals; adjust as needed	(1) demonstrate loyalty to school mission and goals; (2) communicate mission and goals to school community
Evaluate how goals and commitments are executed	(1) ensure Board focus on goals and commitments (high-level); (2) review data from school director and staff regarding progress on goals / commitments	(1) Provide information to the board to demonstrate the charter school's progress on its goals & commitments; (2) compiles information for annual reporting requirements; (3) signal to the board if problems meeting commitments arise
Evaluate student achievement, engagement and connection to goals	(1) ensure school focus on student achievement (high-level); (2) review data on student achievement to inform decisions	(1) ensure school focus on student achievement (operational); (2) promptly and regularly report student achievement results to Board
Establish teacher evaluation process	(1) Set and review personnel policies including teacher evaluation process; (2) review director's recommendations regarding personnel (hiring, changes job status, terminations)	(1) Implement personnel policies including teacher evaluation process; (2) communicate process to staff; (3) report to board on results of teacher evaluations, recommending any appropriate changes



Provide professional development	(1) Ensure time for PD in school calendar; (2) ensure resources for PD in school budget	(1) Schedule PD for all staff; (2) oversee implementation of PD; (3) assess effectiveness of PD and report to the Board
Ensure pupil transportation	Approve transportation contract	(1) Oversee transportation of students; (2) advise the Board if changes to this aspect are needed
Policy oversight	(1) Develop and adopt written policies as appropriate for BA, initial review to be completed before the school opens (see attached Conflict of Interest policy); (2) review policies periodically	(1) Responsible for assuring the implementation of policies and for assisting the board in analyzing policy options; (2) Identifies need for new policies.

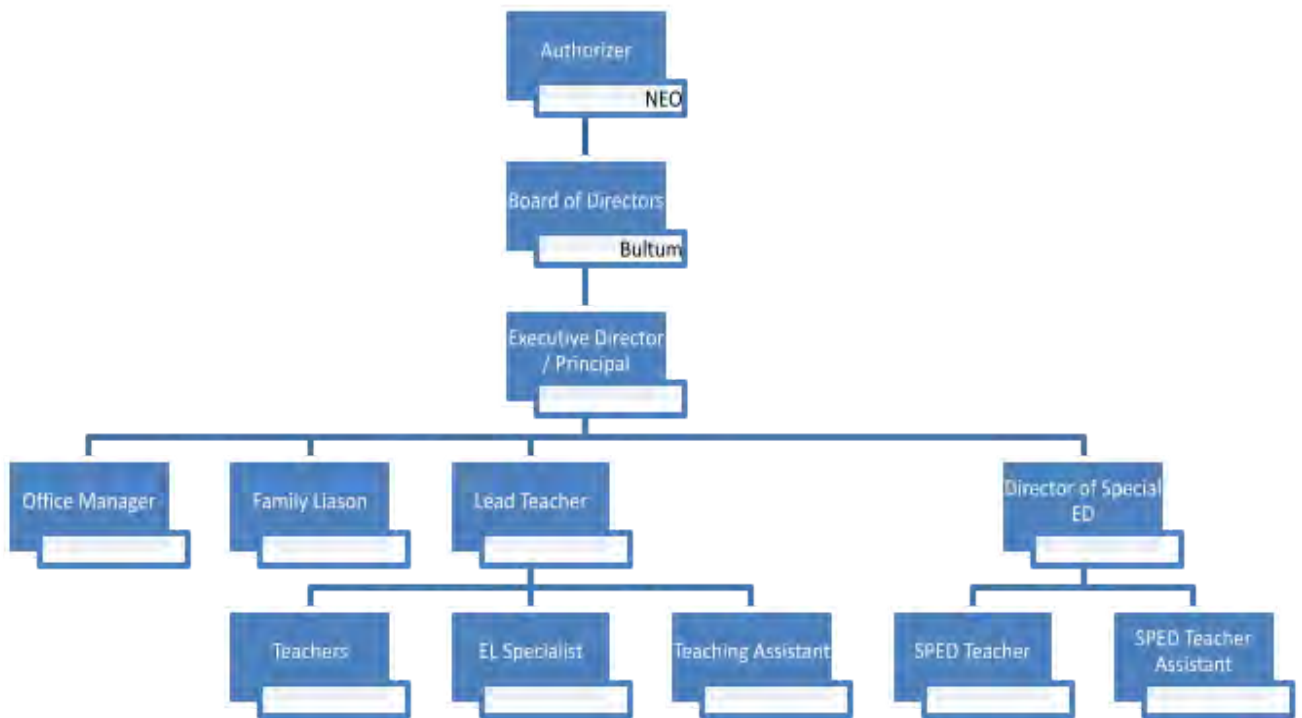
The founding group members were qualified to serve on the School’s board. Board members continue recruiting supporters and may add additional members to the board in alignment with the School's bylaws.

The Bultum Academy Board and the Director hold dual and complementary roles, as shown in the table above. The Board carries out fiduciary and strategic responsibilities for the School. The Director works under and with the Board to conduct all aspects of the School necessary to deliver the proposed educational program, and to achieve accountability goals, outcomes, and state education priorities. The Director is hired by the Board to oversee, lead and administrate all aspects of School operations. He or she is responsible for hiring and evaluating the School’s staff and contract service providers based on criteria established and approved by the board.



Everyday instructional leadership and hands-on support for teachers is provided by the lead teacher, who works closely with the director to establish the positive School culture necessary for success.

Organizational Structure



- 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

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.



Signature

Reem Zeman

Print name

Community Member

Seat (Parent, Community Member, Teacher)

07-01-2024

Date seated

06-30-2027

Date term of seat expires

Novation Education Opportunities

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

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Signature

Robert Stubbs

Print name

Teacher (Folder # 1009697)

Seat (Parent, Community Member, Teacher)

07-01-2024

Date seated

06-30-2027

Date term of seat expires

Novation Education Opportunities

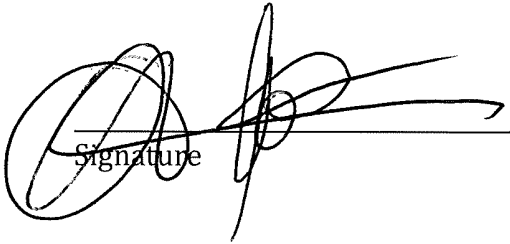
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Signature

Sahra Tobe
Print name

Teacher (Folder # 1030415)
Seat (Parent, Community Member, Teacher)

07-01-2024
Date seated

06-30-2027
Date term of seat expires

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Signature

Salad Abagira

Print name

Community Member

Seat (Parent, Community Member, Teacher)

07-01-2024

Date seated

06-30-2027

Date term of seat expires

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Signature

Yadata Borana
Print name

Parent
Seat (Parent, Community Member, Teacher)

07-01-2024
Date seated

06-30-2027
Date term of seat expires

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

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 and/or due to extenuating circumstances. NEO's ongoing oversight of authorized schools will include the following activities:

Student/School Academic Performance

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

Climate

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

Operations/Governance

- NEO will attend at least two charter school board meetings annually and provide feedback to the school on compliance as well as provide observations and questions for the board to consider in their process of continuous improvement using the Board Meeting Observation Form.
- NEO will collect and review official school records including board meeting minutes and policy revisions and verify compliance using the Operations Monitoring and Evaluation Report for the purpose of monitoring and evaluating compliance, and to provide feedback for continuous improvement.
- NEO will conduct an annual site visit to verify compliance with the items identified in the Operations Monitoring and Evaluation Report, which may be revised depending on areas of compliance that must be verified because of complaints or concerns.
- NEO will review school compliance with required state and NEO reporting deadlines and identify any areas where NEO has concerns based on the provisions of the Contract Agreement.

Financial

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

Ongoing, Consistent, and Robust Monitoring and Evaluation

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

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

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

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

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

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

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

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

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

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

Clear Climate, Operations, and Finance Standards

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

Ratings

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

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

Weighting of Performance Measures

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

However, the Academic Performance measures must be weighted more than 50% of the total points of all performance areas including Climate, Operations, and Financial Performance because the primary purpose of the mission driven school is to improve the learning, achievement and success of all students. At the beginning of the contract term the weightings are finalized and cannot be revised during the contract renewal evaluation year.

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

Implementation

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

Combining Data Over the Contract Term

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

Contract Revisions

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

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

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

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

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

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

Contract Renewal Eligibility

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

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

Intervention and Corrective Action

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

Closure Plan

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

(8) The performance evaluation that is a prerequisite for reviewing a charter contract under MN Statutes 124E, subdivision 3.

The performance evaluation tool is the Performance Framework.

NEO will include a statement identifying the contract term that the School achieved based on the Performance Framework results at the time of the contract renewal evaluation.

(9) Types and amounts of insurance liability coverage to be obtained by the School, consistent with 124E.03, subdivision 2, paragraph (d)- See 6.14 of this Agreement

(10) Consistent with section 124E.09, paragraph (d), a provision to indemnify and hold harmless the Authorizer and its officers, agents, and employees from any suit, claim, or liability arising from any operation of the School, and the commissioner and department officers, agents, and employees notwithstanding section 3.736. See Section 6.15 of this Agreement

(11) The term of the contract, which for an initial term may be up to five years plus an additional preoperational planning year, and up to five years for a renewed contract or a contract with a new Authorizer after a transfer of Authorizers, if warranted by the School's academic, financial, and operational performance

1.1 Effective date: October 1, 2021 (pre-operation October 1, 2021 – June 30, 2022)

1.2 Expiration date: June 30, 2027 (operational July 1, 2022 – June 30, 2027)

(12) How the board of directors or the operators of the School will provide special instruction and services for children with a disability under Minnesota Statutes, sections 125A.03 to 125A.24, and 125A.65, a description of the financial parameters within which the School will operate to provide the special instruction and services to children with a disability

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. This is guided by the Individualized Education Plan (IEP) and development process, which results in a comprehensive plan addressing needs specific to the 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:
 - Special education information in marketing materials, on the school's web site, and in brochures
 - Information requested on Transfer of Records request.
 - Examination of records of incoming students.
 - Parental Request for evaluation.
 - A child study team will monitor and research the needs of any child suggested for assessment, service and/or other help.
 - 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 the area of special education. With the assistance of the contracted third party special education director, the school has developed a Total Special Education System Manual to comply with all state and federal requirements as outlined, to ensure that the needs of special education students are met. In addition, the school hires a Special Education Teacher (multiple licenses preferred) and as many HQ Special Education Assistants as required by the IEPs. All Special Education staffing and supplies are outlined in the school's budget, including the SPED director in the Budget. Currently, over 90% of the expenditures for SPED are billed to the home district of student residence and the school will receive additional resources from Federal SPED payments.

504 Plans:

- **Law:** Section 504 is a civil rights law that prohibits discrimination against individuals with disabilities. Section 504 ensures that the child with a disability has equal access to an education. The child may receive accommodations and modifications. Unlike the Individuals with Disabilities Education Act (IDEA), Section 504 does not require the school to provide an individualized educational program (IEP) that is designed to meet the child's unique needs and provides the child with educational benefit. Under Section 504, fewer procedural safeguards are available to children with disabilities and their parents than under IDEA.
- **Child Find:** Similar to the special education program, a child find process for identifying and potentially referring students for determination of eligibility 504 needs will include:
 - Special education information in marketing materials, on the school's web site, and in brochures

- Information requested on Transfer of Records request.
 - Questions asked on home visits.
 - Examination of records of incoming students.
 - 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. At such time as The School has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the school shall provide to the Commissioner as required a description of the financial parameters within which the school will operate to provide special education instruction and services to such children.

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).

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 Bultum Academy is to improve the **learning, achievement and success of all students.**

The specific conditions for contract renewal that identify performance under the primary purpose as the most important factor in determining contract renewal, are as follows.

The Academic Performance Indicators are worth a total of **68** points out of **100** points possible **68%** of the total Performance Framework points possible. Because the majority of points (more than 50%) possible are based on Academic Performance Indicators, performance under the primary purpose of improving all pupil learning and all student achievement 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, Compliance, 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.

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

The additional purpose(s) of Bultum Academy are as follows.

- Increase **quality** learning opportunities for all pupils: The School will increase **quality** Learning opportunities and support educational equity by providing a high-quality STEM education for currently under-served populations. The School will increase **quality** learning opportunities by providing a longer than typical school year and school day. The School will also use the Multi-Tiered Support System (MTSS) which provides a highly responsive model for students to increase proficiency through a scaffolded and supportive learning approach. The process of moving students through the MTSS model allows for students to experience success as they move through a variety of increased learning opportunities that provide pathways to success.
- Encourage the use of different and innovative teaching methods. Teachers will use a mix of direct teaching and hands-on learning, and collaborative teaching. The STEM focus at the early grades is different from typical elementary school approaches. In addition, Bultum Academy will be the first public school in Minnesota, and perhaps the nation, to provide Oromo language as an academic subject. In Minnesota there are public schools that provide Korean, Russian, Chinese, German, Arabic, French, Hebrew and Latin, but despite Oromo being among the top 10 primary home languages of students served in Minnesota (8th), no public school provides Oromo language as an academic subject.

The Climate Performance Indicators are worth **8** of the total Performance Framework points possible **8%**, the Governance Performance Indicators are worth **10**, **10%**, and the Finance Performance Indicators are worth **14**, **14%**. These indicators measure student attendance, parent satisfaction, student retention, legal compliance and fiscal health. NEO and the School have determined that these additional indicators are important for the school's capacity to achieve the additional purposes and therefore serve as additional factors in determining contract renewal.

For a description of the Climate, Governance 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, Compliance, 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.

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

	Responsible Party	Timeline for Completion	Actual Completion	Status
<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			
Staff				
Provide contact information, and list of employees/School Board members and correspondent responsibilities to the Authorizer.	School			
Terminate any contracts and cancel any programs extending beyond the charter termination.	School			
Pay state and federal payroll taxes; pay all TRA and PERA dues.	School			
Coordinate termination of insurance benefits.	School			
Provide letters of recommendation for staff.	School			
Pay Staff through last day of employment.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Financial and Legal				
Create a closure cost budget and provide it to NEO. Based on the budget, create a segregated account to cover closure costs. Segregate by School Board resolution in the separate checking account at least \$50,000 in funds to be used for legal, accounting, and other expenses to dissolve the School.	School			
Reconcile final General Education Aid amount.	School			
Track all Special Education expenditures (Sp.Ed. information required during a School closure is essentially the same information that would be required during a Special Ed. Fiscal Monitoring visit).	School			
Track expense information (save all invoices) for federal Planning Grant; coordinate grant wrap-up with MDE liaison including submission of final Expenditure Report.	School			
Notify the landlord that during the wind-up of the School's affairs, it is anticipated that the School Board will use the School Facility, and access thereto should be maintained, even if only by advance notice in order to access assets, etc. In the event that the landlord sells or rents the School Facility before the winding up of the School's affairs, the School must relocate its business records and remaining assets to a location with operational telephone service and voice message capability, and maintain custody of business records until all business and transactions are completed, and the School corporation dissolved. Reconcile final Lease Aid amount.	School			

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

18. The Charter School Board membership roster.

See the following page for the roster.

Bultum Academy Board Roster

Name	E-mail	Position (Chair, Vice Chair, Secretary, Treasurer)	Seat (Parent, Community Member, Teacher with File Folder #)	Term Start and Term End Dates
Arif Bakar	arifbakar@bultumacademy.org	Ex-Officio	N/A	N/A
Salad Abagira	saladabagira@bultumacademy.org	Chair	Community Member	7/1/24 - 06/30/2027
Sahra Tobe	Zahratobe@bultumacademy.org	Secretary	Teacher Folder # 1030415 Expires 06/30/2026	7/1/24 - 06/30/2027
Robert Stubbs	Robertstubbs@bultumacademy.org	Member	Teacher Folder # 1009697 Expires 06/30/2026	7/1/24 - 06/30/2027
Reem Zeman	Reemzeman@bultumacademy.org	Vice Chair	Community Member	7/1/24 - 06/30/2027
Yadata Borana	Yadataborana@bultumacademy.org	Treasurer	Parent	7/1/24 - 06/30/2027

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

See the following page for the Certificate of Good Standing.

**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: bultum academy
Date Filed: 04/22/2020
File Number: 1155617600023
Minnesota Statutes, Chapter: 317A
Home Jurisdiction: Minnesota

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



A handwritten signature in black ink that reads "Steve Simon".

Steve Simon
Secretary of State
State of Minnesota

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

See the following pages for the School's Articles of Incorporation.

Office of the Minnesota Secretary of State Certificate of Incorporation

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: bultum academy

File Number: 1155617600023

Minnesota Statutes, Chapter: 317A

This certificate has been issued on: 04/22/2020



Steve Simon
Secretary of State
State of Minnesota

Office of the Minnesota Secretary of State
Minnesota Nonprofit Corporation/Articles of Incorporation
Minnesota Statutes, Chapter 317A



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Incorporation:

ARTICLE 1 - CORPORATE NAME:

bultum academy

ARTICLE 2 - REGISTERED OFFICE AND AGENT(S), IF ANY AT THAT OFFICE:

Name

Address:

Arif Bakar

1647 68th Ave NE Fridley MN 55432 USA

ARTICLE 3 - INCORPORATOR(S):

Name:

Address:

Arif Bakar

P.O.Box 581455 Minneapolis MN 55458

DURATION: PERPETUAL

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, 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.

SIGNED BY: Arif Yusuf Bakar

MAILING ADDRESS: P.O.Box 581455 Minneapolis MN 55458

EMAIL FOR OFFICIAL NOTICES: bultumacademy@gmail.com



Work Item 1155617600023
Original File Number 1155617600023

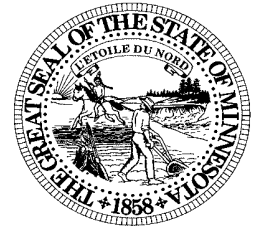
STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
04/22/2020 11:59 PM

Steve Simon

Steve Simon
Secretary of State

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

Minnesota Statutes, Chapter 302A or 317A



Read the instructions before completing this form.

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

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

1. Corporate Name: (Required)

Bultum Academy

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

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

05/16/2022

Format: (mm/dd/yyyy)

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

ARTICLE III

Article III - Purpose:

This corporation is organized exclusively for charitable, educational, scientific purposes as specified in section 501 (c) (3) of the internal revenue code, 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.

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

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

ArifYusufBakar

Signature of Authorized Person or Authorized Agent

05/16/2022

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:

bultumacademy@gmail.com

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:

Arif Bakar

Contact Name

763-568-4659

Phone Number

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

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

Yes No

Print

Reset

INSTRUCTIONS

File your business document online by visiting our website at www.sos.state.mn.us.

This form is intended merely as a guide for filing and is not intended to cover all situations. Retain the original signed copy of this document for your records and submit a legible photocopy for filing with the Office of the Secretary of State.

1. List the exact corporate name as filed with this office.
2. Provide an effective date, if other than the filing date. The effective date can only be within 30 days after the date of filing.
3. List the information that is being amended. If you are changing your corporate name, a preliminary name availability check may be done by accessing our Website at www.sos.state.mn.us.
4. A signature of a person, authorized by the corporation to sign documents, or an authorized agent (The signing party must indicate on the document that they are acting as the agent of the person(s) whose signature would be required and that they have been authorized to sign on behalf of that person(s).) is required.

Email Address for Official Notices. This email address may be used to send annual renewal reminders and other important notices that may require action or response. Check the box if you wish to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.

List a name and daytime telephone number of a person who can be contacted about this form.

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

Please submit all items together and mail to the address below:

FILE IN-PERSON OR MAIL TO:

Minnesota Secretary of State - Business Services
First National Bank Building
332 Minnesota Street, Suite N201
Saint Paul, MN 55101

(Staffed 8 a.m. – 4 p.m., Monday - Friday, excluding holidays)

Phone Lines: (9 a.m. - 4 p.m., M-F) Metro Area 651-296-2803; Greater MN 1-877-551-6767

All of the information on this form is public. Minnesota law requires certain information to be provided for this type of filing. If that information is not included, your document may be returned unfiled. This document can be made available in alternative formats, such as large print, Braille or audio tape, by calling (651)296-2803/voice. For a TTY/TTD (deaf and hard of hearing) communication, contact the Minnesota Relay Service at 1-800-627-3529 and ask them to place a call to (651)296-2803. The Secretary of State's Office does not discriminate on the basis of race, creed, color, sex, sexual orientation, national origin, age, marital status, disability, religion, reliance on public assistance or political opinions or affiliations in employment or the provision of service.



Work Item 1314025000021
Original File Number 1155617600023

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
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05/17/2022 11:59 PM

Steve Simon

Steve Simon
Secretary of State

Office of the Minnesota Secretary of State
Notice of Change of Registered Office/Registered Agent
Minnesota Statutes, Section 5.36



ORGANIZATION NAME: **bultum academy**

REGISTERED OFFICE OR AGENT CHANGES:

Name

Address:

Arif Bakar

1555 40th Ave NE Columbia Heights MN 55421 USA

If the business entity has changed their agent or the registered office address, this change was authorized by a resolution approved by the affirmative vote of a majority of the governing body of the business entity as required by Section 5.36, Subd. 3. If the agent has changed their name or their address, then a copy of the change has been sent to the business entity or their legal representative as required by Section 5.36, Subd. 5. In compliance with Section 5.36, the address of the registered office and the address of the business office of the registered agent(s) are identical.

By typing my name, 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.

SIGNED BY: **Arif Bakar**

EMAIL FOR OFFICIAL NOTICES:

bultumacademy@gmail.com

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



Work Item 1314936700027
Original File Number 1155617600023

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
05/23/2022 11:59 PM

A handwritten signature in black ink that reads "Steve Simon".

Steve Simon
Secretary of State

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

See the following pages for the School's Articles of Incorporation.



Adopted: 04-22-2020 Revised:
02-21-2025, 06-11-2026

BYLAWS OF BULTUM ACADEMY (THE CORPORATION)

ARTICLE ONE: PURPOSE

The purpose of this Corporation is to establish and operate a results based learning, nonsectarian charter school to provide a culturally centered, academically challenging STEM curricula for students within the range of grades PreKindergarten through eighth grades within Osseo district and surrounding communities, pursuant to all relevant provisions of Minnesota law.

ARTICLE TWO: OFFICE

The registered office of the Corporation in the State of Minnesota is as stated in the Articles of Incorporation. The Corporation may have such other offices within the State of Minnesota as the Board of Directors may determine or as the affairs of the Corporation may require. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

ARTICLE THREE: BOARD OF DIRECTORS

1) GENERAL: Except as otherwise provided, the Board of Directors is responsible for governing, managing, and directing the affairs of Bultum Academy (hereinafter referred to as the "Corporation"). The members of the Board of Directors may in these bylaws be referred to as "Directors," and the Corporation may be referred to as the "school."

2) NUMBER OF MEMBERS: The Directors shall consist of five non-related voting members.

3) QUALIFICATIONS: A Director shall be committed to the purposes and rules of the Corporation as expressed in its articles and bylaws, and may not assume or remain in office unless s/he fulfills all qualifications for his/her Board seat as indicated in this Corporation's articles and bylaws. The ongoing board must include: (1) at least one licensed teacher; (2) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (3) at least one interested community member. A community member serving on the board must reside in Minnesota, must not have a child enrolled in the school, and must not be an employee of the charter school.

(a) To serve as a licensed teacher on a charter school board, an individual must:

1. be employed by the school or provide at least 720 hours of service under a contract between the charter school and a teacher cooperative;
2. be a qualified teacher as defined under 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
3. not serve in an administrative or supervisory capacity for more than 240 hours in a school calendar year.



(b) A contractor providing facilities, goods, or services to a charter school must not serve on the board of directors. In addition, an individual is prohibited from serving as a member of the charter school board of directors if: (1) the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (2) an immediate family member is an employee of the school. An individual may serve as a member of the board of directors if no conflict of interest exists under this paragraph, consistent with this section.

(c) A violation of paragraph (e) renders a contract voidable at the option of the commissioner or the charter school board of directors. A member of a charter school board of directors who violates paragraph (e) is individually liable to the charter school for any damage caused by the violation.

(d) Any employee, agent, contractor, or board member of the authorizer who participates in initially reviewing, approving, overseeing, evaluating, renewing, or not renewing the charter school is ineligible to serve on the board of directors of a school chartered by that authorizer.

(e) An individual is prohibited from serving on more than one charter school board at the same time in either an elected or ex-officio capacity, except that an individual serving as an administrator serving more than one school under section 124E.12, subdivision 2, paragraph (h), may serve on each board as an ex-officio member.

4) CHANGES IN CLASSIFICATION:

(a) A licensed teacher who is a Director and who resigns his or her employment at the Corporation or whose employment is terminated by the Corporation is ineligible to be a director and is removed from the Board as of the date of resignation or termination, or ceases to meet the following requirements in statute:

1. be employed by the school or provide at least 720 hours of service under a contract between the charter school and a teacher cooperative;



2. be a qualified teacher as defined under 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
3. not serve in an administrative or supervisory capacity for more than 240 hours in a school calendar year.

- (b) A community member Director who, during his or her Board term, becomes employed at the Corporation or a parent of a child enrolled at the Corporation is removed from the Board as of the date of such employment or enrollment.
- (c) A parent/legal guardian Director whose child is unenrolled from the Corporation during the director's term is removed from the Board as of the date of such unenrollment.

5) DESIGNATION AND CHANGE OF GOVERNANCE MODEL

(a) Designation of Governance Model: The governance structure of the board shall be no clear majority. Board member terms shall begin on July 1 and shall be 3 years in length. The number of consecutive terms a board member can serve is 3.

(b) Requirements to Change the Governance Model:

The board may change its governance structure only:

(c) by a majority vote of the board of directors

(d) 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

(e) with the authorizer's approval.

Any change in board governance structure must conform with the board composition established under this section.



Board Meeting: The Board shall place on the agenda of its regular meeting following the consideration of changing the governance model. Placing the item on the agenda does not require any board member to introduce a motion or second a motion for such consideration.

Effective Date of Change in Governance Model: Any change in the governance model complying with this Section 3 is not effective for the duration of the current charter contract period and will be effective for the subsequent charter contract period and begin on the same date as the effective date of the charter contract next executed between the school and its authorizer.

6) NON VOTING MEMBERS: Those individuals serving as the chief administrative officer and the chief financial officer of the Corporation, however their positions are titled, shall serve on the Board of Directors as "ex officio" non voting members.

7) ELECTIONS: Staff members employed at the school, including teachers providing instruction under a contract with a cooperative, members of the board of directors, and all parents or legal guardians of children enrolled in the school are the voters eligible to elect the members of the school's board of directors.

(a) The board of directors must establish and publish election policies and procedures on the school's website.

(b) The board of directors must notify eligible voters of the school board election dates and voting procedures at least 30 calendar days before the election and post this information on the school's website.

(c) The board of directors must notify eligible voters of the candidates' names, biographies, and candidate statements at least ten calendar days before the election and post this information on the school's website.

Board elections must be held during the school year but may not be conducted on days when the school is closed.

8) TRAINING: Members of the Board of Directors will comply with charter school board training requirements imposed by the Minnesota charter school law, Minnesota Statutes Chapter 124E, and the Minnesota Department of Education.

(a) Every charter school board member and non voting ex-officio member who is a charter school director or chief administrator must attend board training.

(b) Prior to beginning their term, a new board member must complete training on a charter school board's role and responsibilities, open meeting law, and data practices law. An ex-officio member, who is a charter school director or chief administrator, must complete this training within three months of starting employment at the school.

(c) A new board member must complete training on employment policies and practices under chapter 181; public school funding and financial management; and the board's roles and responsibilities regarding student success, achievement, and performance within 12 months of being seated on the



board or the individual is automatically ineligible to continue to serve as a board member. A board member who does not complete training within the 12-month period is ineligible to be elected or appointed to a charter school board for a period of 18 months.

(d) Every charter school board member must complete annual training throughout the member's term based on an annual assessment of the training needs of individual members and the full board. Ongoing training includes but is not limited to budgeting, financial management, recruiting and hiring a charter school director or chief administrator, evaluating a charter school director or chief administrator, governance-management relationships, student support services, student discipline, state standards, cultural diversity, succession planning, strategic planning, program oversight and evaluation, compensation systems, human resources policies, effective parent and community relationships, authorizer contract and relationships, charter school law, legal liability, board recruitment and elections, board meetings and operations, policy development and review, and school health and safety.

(e) The organization or person providing training under paragraphs (b), (c), and (d) must certify the individual's completion of the training provided.

(f) The charter school is responsible for covering the costs related to board training. The charter school must include in its annual report the training each board member completed during the previous year.

(g) The board must ensure that an annual assessment of the board's performance is conducted and the results are reported in the school's annual report.

9) CONFLICT OF INTEREST: Statutory and common law conflicts of interest are prohibited. The Board of Directors has adopted a Conflict of Interest policy. This conflict of interest provision does not apply to compensation paid to a licensed teacher of the school who also serves as a member of the Board of Directors; however, a licensed teacher of the school shall not participate in the discussion or vote involving employee compensation or benefits.

10) REMOVAL: Except as otherwise provided, a Director may be removed with cause (one of which is missing three consecutive meetings without a valid excuse) by a vote of the majority of the remaining members of the Board.

11) VACANCIES: Vacancies on the Board shall be filled by a vote of the majority of all members of the Board, with the new person to serve until the end of the removed person's term.

12) RESIGNATION: Any Director may resign at any time by giving written notice to the Chair or to the Secretary/Treasurer. The resignation of any Director shall take effect at the time specified in such notice, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



13) COMPENSATION: Directors shall not be paid compensation for the performance of their duties as Directors, but nothing in these Bylaws shall be construed to preclude any Director who is a licensed teacher for the school from receiving compensation. In addition, Directors may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to the Corporation, as the Board of Directors from time to time determines such services to be directly in furtherance of the purposes and in the best interest of the Corporation.

14) COMMITTEES AND ADVISORY MEMBERS:

(a) **Committees:** In addition to other actions relating to committees, the Board of Directors may:

1. establish standing or ad hoc committees as it sees fit;
2. define the powers and responsibilities of any committee that it has established;
3. designate and determine the members of any committee that it has established;
4. select or provide a method for selecting a chairperson for a committee;
5. designate one or more individuals to replace any absent or disqualified member of a committee;
6. direct and oversee any committee that it has established; and
7. disband any established committee as it sees fit, regardless of whether the committee is a standing committee or an ad hoc committee.

An ad hoc committee is considered disbanded once its designated task has been completed.

Authority of Committees: Except as authorized by the Board of Directors, each committee is advisory only, such that it has no decision-making authority. If the Board authorizes a committee to have decision-making authority or the committee consists of a quorum or more of Directors, the meetings of that committee must be posted and held in accordance with the Open Meeting Law. A committee that has decision-making authority may exercise that authority only through the affirmative vote of a majority of the total members of the committee.

Procedures for Conducting Committee Meetings: The activities of all committees of the Corporation must be conducted in a manner that will advance the best interest of the Corporation. Each committee must fix its own rules of procedure and must act in a manner that is consistent with the Articles of Incorporation, these Bylaws, and the policies of the Corporation.

Limitation on Authority of Committees: Every committee that is established by the Board will be subject to the direction and control of the Board.

Advisory Members: The Board may also in its discretion appoint and retain persons to serve as advisory resources to the Board.

ARTICLE FOUR: MEETINGS



1) MEETINGS: The Board shall meet at least once every month at a time and place convenient to members of the Board. The Board shall comply with the provisions of the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D, with respect to the conduct of its meetings. A schedule of the regular meetings of the Board will be kept on file in the school's main office. No notice of regular meetings needs to be provided to Board members.

2) SPECIAL MEETINGS: Special meetings of the Board may be called by the Chair, or by a majority of the members of the Board. The Secretary/Treasurer shall give adequate notice to all members of the Board, not less than 24 hours before the special meeting. Notice of special meetings must include the time, date, place, and purpose of the meeting. Notice of special meetings must be made available to the public in accordance with the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D. Board members will be provided with at least 24 hours' notice of any special meeting by email.

3) QUORUM: A majority of voting Directors shall constitute a quorum. A majority vote from that quorum shall suffice for a fully valid and official act of the Board, except as indicated otherwise in the articles of incorporation or bylaws of the Corporation.

ARTICLE FIVE: OFFICERS

1) OFFICERS: Officers of this Corporation shall be a Chair, Secretary, and Treasurer, who may or may not be Directors. One person may fill more than one post. The number of terms an officer can serve is 3.

2) TERMS: Officers shall each serve a term of one year, and shall be elected by a majority vote of the Board of Directors, at the beginning of the Corporation's fiscal year.

3) RESPONSIBILITIES: Responsibilities of the officers shall include the following:

(a) The Chair shall preside at all meetings of the Board; shall present a report annually of the work of the Corporation for the preceding year at the annual meeting of the Board; shall appoint all committees with the consent of a majority of the Board; and shall be an ex-officio member of all committees.

(b) The Secretary/Treasurer shall issue notice of all meetings; shall be responsible for the keeping and maintaining of Corporation minutes, records, reports, and other documents pertaining to the affairs of the Corporation; and shall be responsible for the custody of money and securities of the Corporation; and shall have responsibility for ensuring that regular books of accounts with respect thereto are kept.

(c) The officers of the Corporation shall also perform all duties regularly and customarily performed by like officers in similar organizations and shall perform all duties specifically delegated to them by the Board.



4) QUALIFICATIONS: An Officer shall be committed to the purposes and rules of this Corporation as expressed in its articles and bylaws, and may not assume or remain in office unless s/he fulfills all qualifications for his/her position as indicated in this Corporation's articles and bylaws.

5) REMOVAL: An officer may be removed with cause by a majority vote of the Board of Directors.

6) VACANCIES: Vacancies in any of the offices shall be filled by a vote of the majority of the Corporation's voting Directors.

7) RESIGNATIONS: Any officer may resign at any time by giving written notice to the Chair or to the Secretary/Treasurer. The resignation of any officer shall take effect at the time specified in such notice, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8) OTHER OFFICERS: The Board in its discretion may establish an office of Vice Chair, who shall assist the Chair in carrying out his/her activities, and shall act on behalf of the Chair in his/her absence. Additionally, Assistant Officers may from time to time be designated to assist the Board with administrative details. These officers and their duties may be determined by a majority vote of the Board of Directors. Assignment of duties to the Assistant Officers shall not relieve the regular Officers from the responsibility of performing their duties as provided in these bylaws.

ARTICLE SIX: ADMINISTRATIVE HEAD

1) The day to day affairs of the Corporation may be carried out by an Administrative Head, who shall be the chief administrative officer of the Corporation.

2) The Administrative Head shall be appointed by and shall serve at the pleasure of the Board of Directors.

3) The Administrative Head shall have the duty and authority to oversee the Corporation's day to day affairs in accordance with the policies and directions specified by the Board of Directors and shall have such additional authority and duties as the Board may from time to time prescribe. All such policies, directions, and duties shall be communicated to the Administrative Head by the Board. The Administrative Head shall, in the execution of his/her duties, report to and be directly responsible to the Board.

4) The Administrative Head may employ such other staff and personnel, as he/she deems appropriate and necessary to carry out the affairs of the Corporation.

ARTICLE SEVEN: MEMBERS

The Corporation does not have members.



ARTICLE EIGHT: ANNUAL MEETINGS AND ACTION BY BALLOT

1) ANNUAL MEETINGS: An annual meeting of the Corporation shall be held at such time and place as determined by the Board of Directors.

2) ELECTION MAY BE HELD AT ANNUAL MEETING: The Corporation may hold its election for the Board of Directors at its annual meeting. In lieu of calling an annual meeting, the Board of Directors may specify alternative procedures by which the school community can vote to elect the Board of Directors annually. Elections must be conducted as provided in Article Three, Section 6.

3) ACTION BY BALLOT: To the extent allowed by applicable law, an action that may be taken at an annual or special meeting may be taken by ballot, such as the Board election. The Corporation must mail or otherwise deliver a ballot to the school community entitled to vote on the matter. The ballot must:

- (a) set forth each proposed action; and
- (b) provide an opportunity to vote for or against each proposed action.

4) NOTICE: Notification of the annual meeting shall be in accordance with the Open Meeting Law, Minnesota Statutes Chapter 13D.

ARTICLE NINE: FINANCES

1) ACCOUNTS AND RECORDS: All financial accounts in any financial institution shall be held in the name of the Corporation in accordance with such procedures as the Board may adopt. The Board of Directors shall install and maintain an adequate system of accounts and records.

The Board shall cause the records and books of account of the Corporation to be audited, in accordance with Minnesota Statutes Section 124E.16, subdivision 1(b)-(3), as amended, and Section 124E.11(g), as amended, at least once every fiscal year and at such other times as it may deem necessary and appropriate, and may retain such person or firm for such purposes as it may deem appropriate.

2) DEPOSITORY: The Board of Directors shall have the power to select one or more banks or credit unions to act as depositories of the funds of the Corporation and to determine the manner of receiving, depositing, and disbursing the funds of the Corporation, the form of checks and the person or persons by whom they shall be signed. The Board also has the power to change such banks or credit unions and the person or persons signing such checks and the form thereof at will.



3) CHECKS AND DOCUMENTS: All checks or demands for money and notes of the Corporation and all other instruments, documents, or deeds of every kind, nature, and description required to be executed in the name and on behalf of the Corporation shall be signed by such officers or agents of the Corporation as the Board of Directors may from time to time by resolution designate and determine.

4) LOANS AND PLEDGES: No loans shall be contracted nor pledges or guarantees given on behalf of the Corporation unless specifically authorized by the Board of Directors.

ARTICLE TEN: AMENDMENTS

1) AMENDING THE ARTICLES: The articles of incorporation may be amended by a two thirds majority vote of the Corporation's Board of Directors, in accordance with Minnesota Statutes Section 317A.133, subdivision 2, as amended, and Section 317A.139, as amended.

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06/26/2026

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 a facility agreement exists with the Service Provider and, if so, the School shall provide a copy of the facility agreement to NEO. The Service Provider management agreement must contain an annual assurance that all assets purchased on behalf of the charter school using public funds remain assets of the school.

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

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

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