

CHARTER CONTRACT

between
Novation Education Opportunities
3432 Denmark Avenue Suite #130 Eagan, MN 55123
and
North Metro Flex Academy
2350 Helen St, North St. Paul, MN 55109

This Agreement is between the Novation Education Opportunities and North Metro Flex Academy.

SECTION 1. TERMS OF AGREEMENT.

- 1.1 Effective date: July 1, 2026
- 1.2 Expiration date: June 30, 2029
- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Agreement: 1. Liability; 2. State and Federal Audits; 3. Government Data Practices and Intellectual Property; 4. Publicity and Endorsement; 5. Governing Law, Jurisdiction, and Venue; 6. Data Disclosure; and 7. Dissolution.
- 1.4 The Addendum to this Agreement is incorporated into and made part of this Agreement. This Agreement has the following Addendum items:
 - 1.4.1 A declaration that the charter school will carry out the primary purpose in Minn. Stat. § 124E.01, subdivision 1 and indicate how the school will report its implementation of the primary purpose to its authorizer, per Minn. Stat. § 124E.10, subdivision 1(a)(1).
 - a. The primary purpose of mission driven charter schools is to improve the learning, achievement, and success of all students.
 - b. How the school will report its implementation of the primary purpose must be explicitly stated in the charter contract.
 - 1.4.2 A declaration of the additional purpose or purposes in Minn. Stat. § 124E.01, subdivision 1 that the school intends to carry out and indicate how the school will report its implementation of those purposes to its authorizer per Minn. Stat. § 124E.10, subdivision 1(a)(2).
 - 1.4.3 A description of the school program and the specific academic and nonacademic outcomes that pupils must achieve, per Minn. Stat. § 124E.10, subdivision 1(a)(3).
 - 1.4.4 A statement of the school's admission policies and procedures per Minn. Stat. § 124E.10, subdivision 1(a)(4).
 - 1.4.5 A school governance, management, and administration plan per Minn. Stat. § 124E.10, subdivision 1(a)(5).
 - 1.4.6 Signed agreements from charter school board members to comply with the federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools, per Minn. Stat. § 124E.10, subdivision 1(a)(6).
 - 1.4.7 The criteria, processes, and procedures the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance, consistent with subdivision 3, paragraphs (a) and (b), per Minn. Stat. § 124E.10, subdivision 1(a)(7).
 - 1.4.8 For contract renewal, the formal written performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 3, per Minn. Stat. § 124E.10, subdivision 1(a)(8). This element does not apply to new school or change in authorizer contracts.

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

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

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

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

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

- 3.2.4.1. The School will measure the students' academic levels of performance and the School will provide the Authorizer this information as baseline data for the purpose of defining academic and nonacademic outcomes to measure School performance as described in the Agreement. Program goals must meet requirements for teacher evaluation and peer review and address staff development efforts, student attendance, student retention, and graduation rates (in the high schools). The School program and specific academic and nonacademic outcomes that pupils must achieve will be clearly defined by the Performance Indicators in the School's Performance Framework and Implementation Guide and will be used as the basis for contract renewal decisions.
- 3.2.5. Annual Report(s). The School will file an Annual Report with the Authorizer per Minn. Stat. §124E that contains all information required by the Authorizer and the Education Commissioner. The Annual Report will be filed by due dates identified in Charter Law. The Authorizer will review the Annual Report and may provide written comment to the School as necessary to support the School with compliance. The School will publish and/or submit all other reports, including but not limited to the Comprehensive Achievement and Civic Readiness Report, Plan, and Summary as required by the Education Commissioner.
- 3.2.6. Annual Report Dissemination. The School will disseminate the Annual Report to the families of students attending the School and post the report on the School's website.
- 3.2.7. If the state requires the School to develop and implement an educational improvement plan that could be a School Improvement Plan for example, the School will provide NEO a copy of its educational improvement plan not later than October 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 K-12.
- 4.1.9. Enrollment and Grade Level Expansion. The School will not expand to a new site or new grade levels beyond the grade levels identified in the Agreement without application to and approval by the Authorizer and the Education Commissioner, consistent with Minn. Stat. §124E.

SECTION 5. AUTHORIZER FEES

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

SECTION 6. OPERATING REQUIREMENTS

6.1. Governance

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

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

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

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

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

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

SECTION 7. AUTHORIZER'S DUTIES.

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

SECTION 8. TERMINATION BY AUTHORIZER FOR CAUSE.

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

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

SECTION 9. NON-RENEWAL AND VOLUNTARY TERMINATION.

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

SECTION 10. GENERAL TERMS

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

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

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

Novation Education Opportunities

By:



Signature

Wendy Swanson Choi

Print Name

Executive Director

Title

June 26, 2026

Date

North Metro Flex Academy

By:



Signature

MIKE LEARY

Print Name

Board Chair

Title

REVISION (If Applicable)

Novation Education Opportunities

[School]

By:

By:

Signature

Signature

Print Name

Print Name

Title

Title

Date

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 North Metro Flex Academy is to improve the learning, achievement, and success of all students.

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

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

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

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

North Metro Flex Academy is also designed to meet additional purpose for which the charter school law was created:

- 1) Increase quality learning opportunities for all pupils.
- 2) Encourage the use of different and innovative teaching methods through weekly data analysis to ensure teaching techniques are monitored and adjusted to accelerate student learning.
- 3) Create new professional learning opportunities for teachers.

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

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

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

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

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

Description of the School Program

The School's mission and vision are as follows.

"Our mission is to prepare a diverse community of elementary and middle school students to be successful in high school, college and in their chosen vocation through a flexible, individualized learning experience that develops analytical, compassionate, disciplined and self-directed learners."

"North Metro Flex Academy's vision is to be a high-performing and innovative school that produces students capable of exemplary levels of higher order thinking and achievement, as well as students prepared for high school and any postsecondary opportunity they pursue. Our students have access to exceptional curriculum, tools, and teaching to maximize their success in life."

North Metro Flex Academy offers a K-8 blended learning curriculum that allows students to receive instruction both at grade level, as well as at their independent instruction level in the areas of reading and math.

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

Novation Education Opportunities- North Metro Flex Academy Performance Framework

North Metro Flex Academy

Date of Last Update/Review:

Contract Term: July 1, 2026 - June 30, 2029
--

Baseline Year Results: 2021-2025, 2023-2025
--

Charter Number: 4243

Initial Year of Operation: 2017
--

These are the Academic Performance Indicators. They are 68.57% of the points possible.

I. All Children are Ready for School

I.A Early Literacy and Early Numeracy Goals

Performance Rating	FastBridge earlyMath for Primary Math Targets (Grade K/1)	Point Value	Points Earned	
Exemplary	More than 70% of students below grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by more than 20 percentage points from the baseline year.	4		
Satisfactory	50-70% of students below grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by 10-20 percentage points from the baseline year.	2		
Not Satisfactory	Less than 50% of students below grade level in the fall do not have fall to spring growth at or above grade level or test at or above grade level in the spring and do not improve by at least 10 percentage points from the baseline year.	0		
Results			Percent of Students Making Growth or Testing At/Above Grade Level	
	Year	Students Making Growth or Testing At/Above Grade Level	Students Below Grade Level	Percent of Students Making Growth or Testing At/Above Grade Level
	Baseline 2023-2025	13	33	39.39%
	2025-2026			
	2026-2027			
	2027-2028			
	2025-2028			
Analysis				
Performance Rating	FastBridge earlyReading for Primary Reading Targets (Grade K/1)	Point Value	Points Earned	
Exemplary	More than 70% of students below grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by more than 20 percentage points from the baseline year.	4		
Satisfactory	50-70% of students below grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by 10-20 percentage points from the baseline year.	2		
Not Satisfactory	Less than 50% of students below grade level in the fall do not have fall to spring growth at or above grade level or test at or above grade level in the spring and do not improve by at least 10 percentage points from the baseline year.	0		
Results			Percent of Students Making Growth or Testing At/Above Grade Level	
	Year	Students Making Growth or Testing At/Above Grade Level	Students Below Grade Level	Percent of Students Making Growth or Testing At/Above Grade Level
	Baseline 2023-2025	3	43	6.98%
	2025-2026			
	2026-2027			
	2027-2028			
	2025-2028			
Analysis				

Performance Rating	FastBridge earlyMath for Primary Math Targets (Grade K/1)			Point Value	Points Earned
Exemplary	More than 70% of students at or above grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by more than 20 percentage points from the baseline year.			4	
Satisfactory	50-70% of students at or above grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 50% of students at or above grade level in the fall do not have fall to spring growth at or above grade level or test at or above grade level in the spring and do not improve by at least 10 percentage points from the baseline year.			0	
Results		Students Making Growth or Testing At/Above Grade Level	Students At/Above Grade Level	Percent of Students Making Growth or Testing At/Above Grade Level	
	Year				
	Baseline 2023-2025	7	15	46.67%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	FastBridge earlyReading for Primary Reading Targets (Grade K/1)			Point Value	Points Earned
Exemplary	More than 70% of students at or above grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by more than 20 percentage points from the baseline year.			4	
Satisfactory	50-70% of students at or above grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 50% of students at or above grade level in the fall do not have fall to spring growth at or above grade level or test at or above grade level in the spring and do not improve by at least 10 percentage points from the baseline year.			0	
Results		Students Making Growth or Testing At/Above Grade Level	Students At/Above Grade Level	Percent of Students Making Growth or Testing At/Above Grade Level	
	Year				
	Baseline 2023-2025	4	8	50.00%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

II. All Students are Ready for Career and College					
II.A Attain Grade-level Proficiency- All Students State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by 10-20 percentage points.			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	North Metro Flex Math Percent Proficient	State Math Proficient
	Baseline 2021-2025	98	499	19.64%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
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 AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by 10-20 percentage points.			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	North Metro Flex Reading Percent Proficient	State Reading Proficient
	Baseline 2021-2025	172	502	34.26%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

II.B Attain Grade-level Proficiency- All Students Resident District (St. Paul) 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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Math Percent Proficient	St. Paul Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Reading Percent Proficient	St. Paul Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

III. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency)

III.A Attain Grade-level Proficiency- FRP Focus Group State Comparison

Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by 10-20 percentage points.			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	North Metro Flex Math Percent Proficient	State Math Proficient
	Baseline 2021-2025	58	378	15.34%	
	2025-2026				
	2026-2027				
	2027-2028				
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 AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by 10-20 percentage points.			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	North Metro Flex Reading Percent Proficient	State Reading Proficient
	Baseline 2021-2025	112	381	29.40%	
	2025-2026				
	2026-2027				
	2027-2028				
Analysis					

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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Math Percent Proficient	St. Paul Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Reading Percent Proficient	St. Paul Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
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 AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by 10-20 percentage points.			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	North Metro Flex Math Percent Proficient	State Math Proficient
	Baseline 2021-2025	9	109	8.26%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
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 AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by 10-20 percentage points.			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	North Metro Flex Reading Percent Proficient	State Reading Proficient
	Baseline 2021-2025	10	110	9.09%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Math Percent Proficient	St. Paul Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Reading Percent Proficient	St. Paul Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
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 AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by 10-20 percentage points.			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	North Metro Flex Math Percent Proficient	State Math Proficient
	Baseline 2021-2025	10	126	7.94%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
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 AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by 10-20 percentage points.			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	North Metro Flex Reading Percent Proficient	State Reading Proficient
	Baseline 2021-2025	18	126	14.29%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Math Percent Proficient	St. Paul Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Reading Percent Proficient	St. Paul Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

IV. All Students are Ready for Career and College (as Measured by Growth)					
IV.A Meet or Exceed National Growth Norms- Students Below Grade Level Making High Growth					
Performance Rating	FastBridge aMath Fall-Spring Growth (Grades 2-5)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline years.			6	
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline years.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level and do not improve by at least 10 percentage points from the baseline years.			0	
Results	Year	Students Making Growth At/Above Grade Level	Students Below Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Baseline 2023-2025	50	97	51.55%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	FastBridge aMath Fall-Spring Growth (Grades 6-8)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline years.			6	
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline years.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level and do not improve by at least 10 percentage points from the baseline years.			0	
Results	Year	Students Making Growth At/Above Grade Level	Students Below Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Baseline 2023-2025	51	76	67.11%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

Performance Rating	FastBridge aReading Fall-Spring Growth (Grades 2-5)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline years.			6	
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline years.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level and do not improve by at least 10 percentage points from the baseline years.			0	
Results	Year	Students Making Growth At/Above Grade Level	Students Below Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Baseline 2023-2025	66	96	68.75%	
	2025-2026				
	2026-2027				
	2027-2028				
2025-2028					
Analysis					
Performance Rating	FastBridge aReading Fall-Spring Growth (Grades 6-8)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline years.			6	
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline years.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level and do not improve by at least 10 percentage points from the baseline years.			0	
Results	Year	Students Making Growth At/Above Grade Level	Students Below Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Baseline 2023-2025	37	58	63.79%	
	2025-2026				
	2026-2027				
	2027-2028				
2025-2028					
Analysis					

IV.B Meet or Exceed National Growth Norms- Students at or Above Grade Level Making Medium or High Growth					
Performance Rating	FastBridge aMath Fall-Spring Growth (Grades 2-5)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline years.			6	
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline years.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level and do not improve by at least 10 percentage points from the baseline years.			0	
Results		Students Making Growth At/Above Grade Level	Students At/Above Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Year				
	Baseline 2023-2025	23	32	71.88%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	FastBridge aMath Fall-Spring Growth (Grades 6-8)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline years.			6	
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline years.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level and do not improve by at least 10 percentage points from the baseline years.			0	
Results		Students Making Growth At/Above Grade Level	Students At/Above Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Year				
	Baseline 2023-2025	34	39	87.18%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

Performance Rating	FastBridge aReading Fall-Spring Growth (Grades 2-5)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline years.			6	
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline years.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level and do not improve by at least 10 percentage points from the baseline years.			0	
Results		Students Making Growth At/Above Grade Level	Students At/Above Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Year				
	Baseline 2023-2025	28	50	56.00%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	FastBridge aReading Fall-Spring Growth (Grades 6-8)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline years.			6	
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline years.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level and do not improve by at least 10 percentage points from the baseline years.			0	
Results		Students Making Growth At/Above Grade Level	Students At/Above Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Year				
	Baseline 2023-2025	46	48	95.83%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

These are the Climate Performance Indicators. They are 8.57% of the points possible.

VI. The School Conditions Promote a Climate of Engagement

VI.A Attendance Rates

Performance Rating	Attendance Rate Goals (Grades K-8)	Point Value	Points Earned
Exemplary	Greater than 90% attendance rate.	2	
Satisfactory	85-90% percent attendance rate AND/OR improve by 10 percentage points from the baseline years.	1	
Not Satisfactory	Below 85% attendance rate and does not improve by 10 percentage points from the baseline years.	0	
Results	Year	Attendance Rate	
	Baseline 2021-2025	90.83%	
	2025-2026		
	2026-2027		
	2027-2028		
Analysis			

VI.B Parent Satisfaction

Performance Rating	5-Point Parent Satisfaction Survey Goals	Point Value	Points Earned		
Exemplary	More than 80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	8			
Satisfactory	60-80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	4			
Not Satisfactory	Less than 60 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	0			
Results	Year	Number of Parents Agreeing or Strongly Agreeing	Total Number of Parents	Parent Satisfaction Survey Percent	Percent Participation of Parent Respondents
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

VI.C Mobility					
Performance Rating	Mobility Goals (Grades K-8)			Point Value	Points Earned
Exemplary	Fewer than 10 percent of students transfer out of school after October 1.			2	
Satisfactory	10 - 15 percent of students transfer out of school after October 1.			1	
Not Satisfactory	More than 15 percent of students transfer out of school after October 1.			0	
Results	Year	Students Transferring Out After Oct 1	Total Students Enrolled October 1	Mobility Percent	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

These are the Operations Performance Indicators. They are 14.29% of the total Performance Framework points possible.

VII. School is Compliant with Contract and Statute

VII.A Compliance

Performance Rating	Compliance Goals	Point Value	Points Earned
Exemplary	No infractions.	20	
Satisfactory	No more than three infractions AND any infraction is resolved by the assigned deadline.	10	
Not Satisfactory	More than three infractions or not all infractions are not resolved by assigned deadline.	0	
Analysis			

These are the Finance Performance Indicators. They are 8.57% of the total Performance Framework points.

VIII. School is Financially Solvent/Sustainable

VIII.A Finance Awards

Performance Rating	Goals for Awards	Point Value	Points Earned
Exemplary	NEO Stewardship Award in Finance Recipient	4	
Satisfactory	Finance Award Recipient	2	
Not Satisfactory	Not a Finance Award Recipient	0	
Analysis			

VIII.B Fund Balance

Performance Rating	Fund Balance Goals	Point Value	Points Earned						
Exemplary	Reserve is at least 20% as measured by end of year reserves.	4							
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserves.	2							
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserves.	0							
Results	<table border="1"> <thead> <tr> <th>Fund Balance</th> <th>Expenditures</th> <th>SOD Calculation</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Fund Balance	Expenditures	SOD Calculation					
Fund Balance	Expenditures	SOD Calculation							
Analysis									

VIII.C Financial Audit

Performance Rating	Financial Audit Goals	Point Value	Points Earned
Exemplary	No findings cited in the audit.	4	
Satisfactory	No more than one finding (nonmaterial) cited in the audit.	2	
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

Academic Performance Points Earned	0
Academic Performance Total Points Possible	96
Academic Performance Percent of Points Earned	0.00%
Academic Performance Percent of Total Framework Points	68.57%

Climate Performance Points Earned	0
Climate Performance Total Points Possible	12
Climate Performance Percent of Points Earned	0.00%
Climate Performance Percent of Total Framework Points	8.57%

Operations Performance Points Earned	0
Operations Performance Total Points Possible	20
Operations Performance Percent of Points Earned	0.00%
Operations Performance Percent of Total Framework Points	14.29%

Finance Performance Points Earned	0
Finance Performance Total Points Possible	12
Finance Performance Percent of Points Earned	0.00%
Finance Performance Percent of Total Framework Points	8.57%

Performance Framework Points Earned	0
Performance Framework Total Points Possible	140

Performance Framework Percent of Total Points	0.00%
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4. A statement of the school's admission policies and procedures per Minn. Stat. §124E.10, subdivision 1(a)(4).

See the next pages.

Adopted: 4-28-15
Revised: 6-17-2026

**NORTH METRO FLEX ACADEMY
POLICY NO. 5.1.1
ADMISSIONS POLICY WITH LOTTERY**

I. PURPOSE

The purpose of this policy is to explain the application and enrollment process at North Metro Flex Academy (NMFA) so that families will have information to make informed decisions regarding their children's school attendance.

II. POLICY STATEMENT

This policy establishes guidelines for admission into NMFA that are consistent with the admission requirements of Minnesota Statutes § 124E.11 and other applicable laws.

III. LIMITATIONS ON ENROLLMENT

- A. Pursuant to the contract with its authorizer, NMFA has limited eligible pupils to:
1. Pupils within kindergarten through eighth grade.

IV. GENERAL ENROLLMENT PROVISIONS

- A. NMFA is a public school and pursuant to state law, must enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of the program, class, grade level, or building. When that occurs, students will be accepted by lot and admitted as further described in section VI.
- B. Before admitting a student on the lottery list, NMFA shall give preference for enrollment to siblings of an enrolled student and to a foster child of that pupil's parents.
- C. Before accepting students by lot, NMFA will give preference to enrolling children of the school's staff. A staff member eligible for this enrollment preference, including for 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.
- D. NMFA shall not discriminate against any student based on race, color, ethnicity, sex, age, national origin, ancestry, religion or creed, status with regard to public assistance, sexual orientation, disability, intellectual ability, prior measures of achievement or aptitude, athletic ability, or for any other basis that would be unlawful for a public or charter school.

- E. NMFA shall not seek any information about any applicant that may be used to discriminate against the applicant in either school's policies or governing laws. This does not preclude the school from seeking such information for a lawful purpose about a student after the student has been admitted.
- F. Notwithstanding any other provision of this policy to the contrary, in compliance with the requirements of the Minnesota Department of Education and with the 2011 settlement agreement in *ACLU v. TiZA, et al.* litigation, NMFA shall not select students based on religious preference.
- G. NMFA will not distribute any services or goods of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student unless required to do so by Minnesota's Pupil Fee Law.
- H. NMFA gives enrollment preference to Minnesota resident students over non-resident students, in accordance with Minn. Stat. §124E.11(c). Students who reside outside of Minnesota must reapply each year and will be considered only after Minnesota resident applicants have been placed.

V. APPLICATION AND ENROLLMENT PROCEDURES

- A. Formal recruitment of incoming students will begin before or during November of each year. The school will encourage families to meet with the faculty, staff and/or board members to discuss the value of NMFA, and its expectations of students and their families.
- B. Annually, beginning January 1st, NMFA will accept applications for admission to grades K-8 for which up to 40 students will be accepted in kindergarten, and up to 50 students in each grade 1-4, and up to 100 students in grades 5-8. The board of directors may increase one or more grades' capacity by resolution and without changing this policy prior to the date on which applications close.
 - 1. Interested families can submit applications up until January 31st. The board of directors may change the deadline for applications for the next school year by resolution without changing this policy.
- C. Once the application period is closed, if there are more applicants than spots available, all timely applicants will be placed on one of two lists by grade.
 - 1. A preference list of students given preference by state law or this policy, and
 - 2. All other applicants. Both lists will be shuffled and offers of enrollment will be made to students in the order in which they are listed for each grade until classes are full, first exhausting the preference list, and then proceeding to the non preference applicants.
 - a. This lottery will be held no later than the first Monday after the student application deadline, sufficiently prior to the annual April 1 deadline for

- notifying the students' district of residence for transportation services.
- b. Notice of the lottery will be made public via website.

Page 2 of 4

VI. LOTTERY

- A. A "sibling" is defined as a student applicant who is related to an enrolled student with the same father and/or mother either (1) genetically, or (2) through legal process, i.e., adoption, guardianship, or foster parent. Sibling preference does not apply until one of the siblings is actually enrolled.
- B. Siblings of currently enrolled students will be given first priority. If there are more sibling applicants than spots for a particular grade, the sibling applicants will be shuffled by lot each year and then offers of enrollment will be made in the order drawn.
- C. Second priority will be given to children of school staff. If a staff member's employment is ended for any reason, the child moves to the end of the non preferential waiting list.
- D. Once all sibling applicants and children of school staff have been placed, other applicants will be offered enrollment in their order on the non-preferential applicant waiting list determined by lottery.
- E. If any student, whether enrolled or on the waiting list, cancels their application or withdraws from NMFA, they shall lose their place. If they later re-apply, they shall be treated as a new applicant.
- F. All applicants still on a waiting list at the beginning of the next enrollment period must submit a new application for enrollment and will be subject to the enrollment process described above. Waiting lists do not carry over from year to year.

VII. STUDENT RECRUITMENT ACTIVITIES

- A. NMFA shall vigorously market itself before and during the enrollment period to recruit students to meet its enrollment goals as set by the board of directors.
- B. In accordance with its marketing strategy, NMFA may use the measures below, among others, to recruit student applicants.
1. Post flyers and notices in local newspapers and/or blogs and online newspapers.
 2. Post the admissions policy and application (available for download) on the school's website.
- C. NMFA will provide translation services, as necessary, for all promotional materials and any person-to-person interaction.

Page 3 of 4

VIII. KINDERGARTEN AND FIRST GRADE ADMISSIONS

A. As a general matter, NMFA does not accept applications for kindergarten students who are not age five on or before September 1st of the calendar year in which the school year for which the student seeks admission commences. However, exceptions may be made, on a case-by-case basis. NMFA will consider extending the deadline for students who are five on or before December 1st. To qualify for an exception, the Board will ask a prospective student to submit to a comprehensive evaluation in cognitive, social, and emotional developmental domains to help determine the applicant's ability to meet kindergarten grade expectations and progress to first grade in the subsequent year. The comprehensive evaluation will be based on valid and reliable instrumentation, be aligned with state kindergarten expectations, and include a parent report and teacher observations of the child's knowledge, skills, and abilities.

B. NMFA does not accept applications for first grade students who are not age six on or before September 1st of the calendar year in which the school year for which the student seeks admission commences or has completed one full year of kindergarten.

IX. CONTINUOUS ENROLLMENT

Once a Minnesota resident student is enrolled at NMFA in grades Kindergarten through 8, that student is considered enrolled continuously from year to year unless one of the following occurs:

1. The student is formally withdrawn by a parent or legal guardian in writing;
2. NMFA receives a request for transfer of educational records from another school; or
3. The student is expelled in accordance with the Pupil Fair Dismissal Act (Minn. Stat. §§121A.40–121A.56).

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

See the following pages.

School Governance, Management, and Administration Plan

North Metro Flex Academy is governed by an independent Board of Directors organized under Minnesota Statutes Chapter 317A and Minnesota Statutes Chapter 124E. The Board serves as the legally constituted governing body of the school and is responsible for the overall direction, oversight, and accountability of the charter school.

The Board consists of no fewer than five and no more than eleven voting members and maintains a governance structure that includes licensed teachers employed by the school, parents or legal guardians of enrolled students, and community members, consistent with Minnesota Statutes §124E.07. No single stakeholder group constitutes a majority of the Board, and all Board members must meet statutory eligibility requirements and conflict-of-interest standards. Board members are elected or appointed in accordance with the school's bylaws and applicable law.

The Board exercises all powers necessary to govern the school and is responsible for policy development, strategic planning, financial oversight, academic oversight, personnel oversight, legal compliance, and fulfillment of the charter contract. Major responsibilities include approval and monitoring of the annual budget, oversight of financial management and audits, adoption and review of policies, approval of significant contracts, establishment of educational programs, and evaluation of organizational performance. The Board also adopts and annually reviews personnel evaluation systems and ensures compliance with all applicable state and federal requirements.

The Board elects officers, including a Chair, Treasurer, and Secretary, who perform duties prescribed in the bylaws. The Chair presides over Board meetings and provides leadership to the governance process. The Treasurer leads Board oversight of financial reporting, budgeting, fiscal policies, and audit activities. The Secretary oversees corporate records, meeting notices, official minutes, and governance documentation.

The Board may establish advisory committees to assist with governance functions. Committees study issues, review information, and make recommendations to the Board but do not possess independent decision-making authority. All final authority remains with the Board of Directors.

The Board employs, contracts with, or otherwise authorizes management and administrative personnel necessary for the operation of the school. The school leader is responsible for the day-to-day administration of the school and implementation of Board-approved policies, educational programs, personnel practices, financial procedures, and operational systems. The school leader reports directly to the Board and is accountable for carrying out the mission, goals, and performance expectations established by the Board and the charter contract. Administrative staff operate under the supervision of the school leader and carry out assigned operational responsibilities.

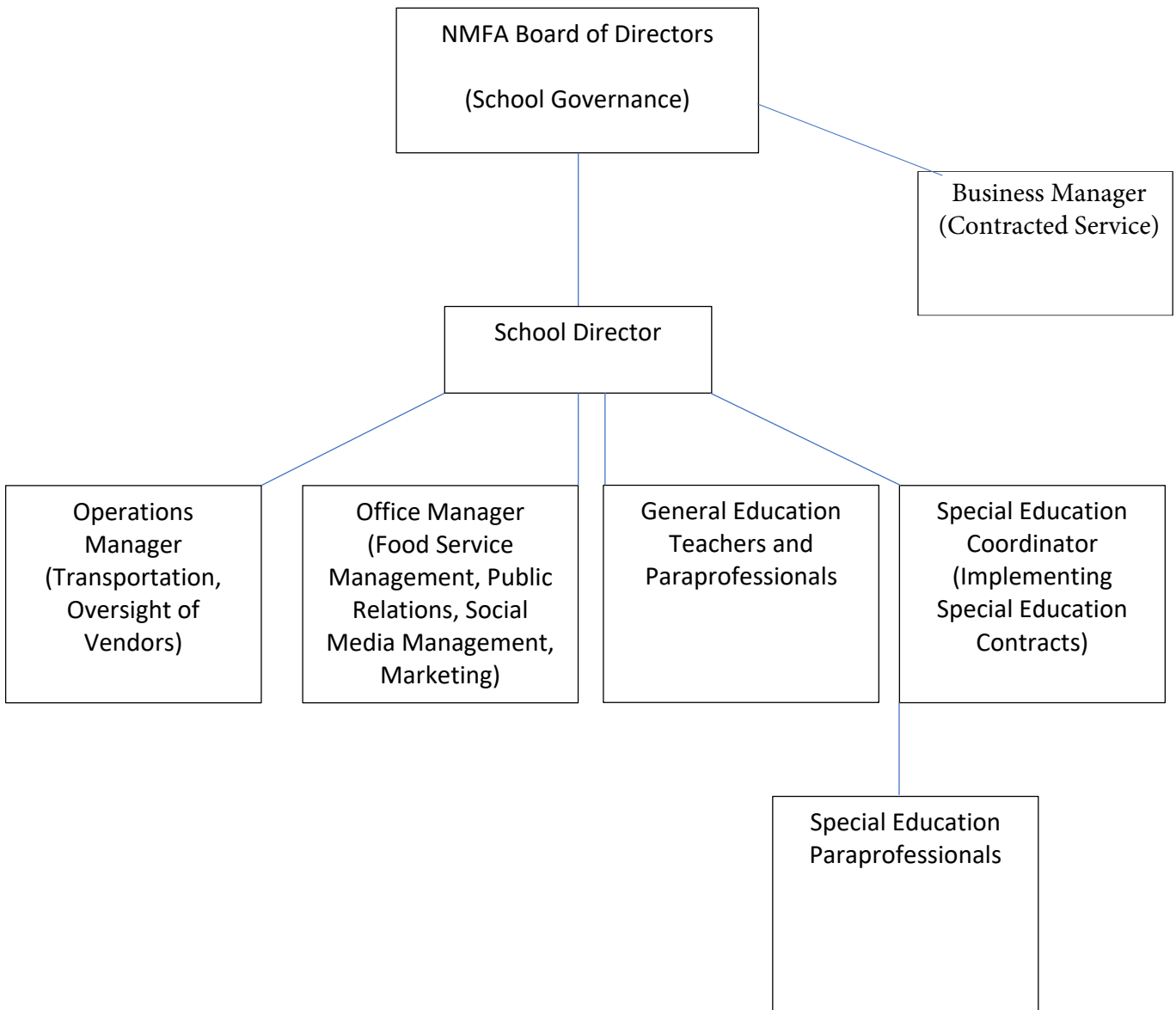
The Board conducts its business in compliance with Minnesota Open Meeting Law and applicable data practices requirements. Board meetings are held regularly and are open to the public. Approved meeting minutes, Board member information, and authorizer information are maintained and publicly posted as required by law.

To support effective governance, all Board members complete required initial and ongoing

training related to governance responsibilities, open meeting law, data practices, employment practices, charter school finance, and student performance accountability. The Board conducts annual training needs assessments and annual self-evaluations to continuously improve governance effectiveness.

Through this governance and management structure, the Board retains ultimate responsibility for the school's academic, financial, operational, and legal performance while delegating day-to-day administration to qualified school leadership and staff. This structure ensures clear accountability, effective oversight, and alignment with the school's mission and charter contract obligations.

North Metro Flex Academy Organizational Chart and Admin/Management Plan



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

See the following pages.

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.

Michael C. Leary
Signature

Michael C. Leary
Print name

Community
Seat (Parent, Community Member, Teacher)

7/1/2019
Date seated

6/30/2026
Date term of seat expires

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

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David W Isaacson
Signature

DAVID W ISAACSON
Print name

Teacher
Seat (Parent, Community Member, Teacher)

7-1-2025
Date seated

6-30-2027
Date term of seat expires

Reviewer Note: The "Date Seated" field reflects the date this board member was appointed and seated to fill the seat during an existing term. The term for this seat began on 7/1/23 and ends on the term end date listed on this form, consistent with the school's bylaws and board roster.

Novation Education Opportunities

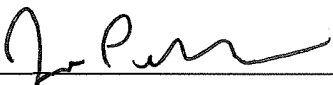
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Signature

JOE PALKOWITSCHE
Print name

PARENT
Seat (Parent, Community Member, Teacher)

7-01-25
Date seated

7-01-27
Date term of seat expires

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

Novation Education Opportunities

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Signature

Kyle Johnson

Print name

Teacher

Seat (Parent, Community Member, Teacher)

7-1-2025

Date seated

~~7-1-2025~~ 6-30-2027

Date term of seat expires 2027

Reviewer Note: The "Date Seated" field reflects the date this board member was appointed and seated to fill the seat during an existing term. The term for this seat began on 7/1/23 and ends on the term end date listed on this form, consistent with the school's bylaws and board roster.

Novation Education Opportunities

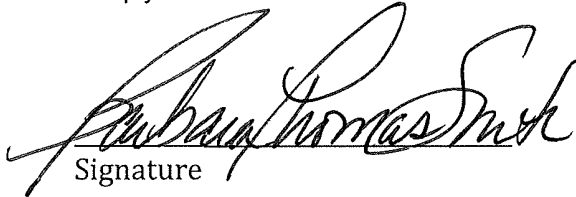
3432 DENMARK AVENUE ♦ EAGAN, MINNESOTA 55123 ♦ T: 612.889.2103

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Signature

Barbara T. Smith
Print name

Parent
Seat (Parent, Community Member, Teacher)

7-01-'25
Date seated

6-30-'27
Date term of seat expires

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

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

See the following pages.

NEO Oversight Plan for Operating Schools

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

Student/School Academic Performance

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

Climate

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

Operations/Governance

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

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

Financial

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

Ongoing, Consistent, and Robust Monitoring and Evaluation

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

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

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

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

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

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

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

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

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

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

Clear Climate, Operations, and Finance Standards

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

Ratings

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

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

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

Weighting of Performance Measures

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

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

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

Implementation

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

Combining Data Over the Contract Term

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

Contract Revisions

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

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

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

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

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

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

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

Contract Renewal Eligibility

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

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

Intervention and Corrective Action

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

Closure Plan

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

- 8. For contract renewal, the formal written performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 3, per Minn. Stat. §124E.10, subdivision 1(a)(8).**

The performance evaluation tool is the finalized Performance Framework.

Please see the following pages for the evaluation that is a prerequisite for reviewing a charter contract.

Novation Education Opportunities- North Metro Flex Academy Performance Framework
North Metro Flex Academy
Date of Last Update/Review: 1/28/2026
Contract Term: July 1, 2021 - June 30, 2026
Baseline Year Results: 2021-2022
Charter Number: 4243
Initial Year of Operation: 2017

These are the Academic Performance Indicators. They are 68.57% of the points possible.

I. All Children are Ready for School					
I.A Early Literacy and Early Numeracy Goals					
Performance Rating	FastBridge earlyMath for Primary Math Targets (Grade K/1)			Point Value	Points Earned
Exemplary	More than 70% of students below grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by more than 20 percentage points from the baseline year.			4	0
Satisfactory	50-70% of students below grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 50% of students below grade level in the fall do not have fall to spring growth at or above grade level or test at or above grade level in the spring or improve by at least 10 percentage points from the baseline year.			0	
Results	Year	Students Making Growth or Testing At/Above Grade Level	Students Below Grade Level	Percent of Students Making Growth or Testing At/Above Grade Level	
	Baseline 2023-2024	8	18	44.44%	
	2021-2022	N/A	N/A	N/A	
	2022-2023	N/A	N/A	N/A	
	2023-2024	8	18	44.44%	
	2024-2025	5	15	33.33%	
	2025-2026	N/A	N/A	N/A	
	2021-2026	13	33	39.39%	
Analysis	<p>The school's combined percent of students making growth or testing at/above grade level is 39.39%.</p> <p>From the baseline year rate of 44.44%, the percent of students making growth decreased to 33.33%, a decrease of 11.11 percentage points.</p> <p>The school began to administer the FastBridge assessment in 2023-2024 and continues to do so, but the spring results for the 2025-2026 year were not available for the renewal decision.</p>				

Performance Rating	FastBridge earlyReading for Primary Reading Targets (Grade K/1)			Point Value	Points Earned
Exemplary	More than 70% of students below grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by more than 20 percentage points from the baseline year.			4	2
Satisfactory	50-70% of students below grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 50% of students below grade level in the fall do not have fall to spring growth at or above grade level or test at or above grade level in the spring or improve by at least 10 percentage points from the baseline year.			0	
Results		Students Making Growth or Testing At/Above Grade Level	Students Below Grade Level	Percent of Students Making Growth or Testing At/Above Grade Level	
	Year				
	Baseline 2023-2024	0	22	0.00%	
	2021-2022	N/A	N/A	N/A	
	2022-2023	N/A	N/A	N/A	
	2023-2024	0	22	0.00%	
	2024-2025	3	21	14.29%	
2025-2026	N/A	N/A	N/A		
2021-2026	3	43	6.98%		
Analysis	The school's combined percent of students making growth or testing at/above grade level is 6.98%. From the baseline year rate of 0.00%, the percent of students making growth increased to 14.29%, an increase of 14.29 percentage points.				

Performance Rating	FastBridge earlyMath for Primary Math Targets (Grade K/1)			Point Value	Points Earned
Exemplary	More than 70% of students at or above grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by more than 20 percentage points from the baseline year.			4	4
Satisfactory	50-70% of students at or above grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 50% of students at or above grade level in the fall do not have fall to spring growth at or above grade level or test at or above grade level in the spring or improve by at least 10 percentage points from the baseline year.			0	
Results	Year	Students Making Growth or Testing At/Above Grade Level	Students At/Above Grade Level	Percent of Students Making Growth or Testing At/Above Grade Level	
	Baseline 2023-2024	2	7	28.57%	
	2021-2022	N/A	N/A	N/A	
	2022-2023	N/A	N/A	N/A	
	2023-2024	2	7	28.57%	
	2024-2025	5	8	62.50%	
	2025-2026	N/A	N/A	N/A	
	2021-2026	7	15	46.67%	
Analysis	The school's combined percent of students making growth or testing at/above grade level is 46.67%. From the baseline year rate of 28.57%, the percent of students making growth increased to 62.50%, an increase of 33.93 percentage points.				

Performance Rating	FastBridge earlyReading for Primary Reading Targets (Grade K/1)			Point Value	Points Earned
Exemplary	More than 70% of students at or above grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by more than 20 percentage points from the baseline year.			4	
Satisfactory	50-70% of students at or above grade level have fall to spring growth at or above grade level and/or test at or above grade level in the spring AND/OR improve by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 50% of students at or above grade level in the fall do not have fall to spring growth at or above grade level or test at or above grade level in the spring or improve by at least 10 percentage points from the baseline year.			0	0
Results		Students Making Growth or Testing At/Above Grade Level	Students At/Above Grade Level	Percent of Students Making Growth or Testing At/Above Grade Level	
	Year				
	Baseline 2023-2024	3	3	100.00%	
	2021-2022	N/A	N/A	N/A	
	2022-2023	N/A	N/A	N/A	
	2023-2024	3	3	100.00%	
	2024-2025	1	5	20.00%	
	2025-2026	N/A	N/A	N/A	
	2021-2026	4	8	50.00%	
Analysis	The school's combined percent of students making growth or testing at/above grade level is 50.00%. From the baseline year rate of 100.00%, the percent of students making growth decreased to 20.00%, a decrease of 80.00 percentage points.				

II. All Students are Ready for Career and College					
II.A Attain Grade-level Proficiency- All Students State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline year of FY 2022 by 10-20 percentage points by FY 2025.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results		Proficient Students	Total Students Tested	North Metro Flex Math Percent Proficient	State Math Proficient
	Year				
	Baseline 2021-2022	21	121	17.36%	
	2021-2022	21	121	17.36%	46.49%
	2022-2023	28	140	20.00%	47.27%
	2023-2024	22	111	19.82%	47.61%
	2024-2025	27	127	21.26%	47.32%
	2021-2025	98	499	19.64%	47.17%
Analysis	The school's combined proficiency rate of 19.64% is 27.53 percentage points lower than the state's combined proficiency rate of 47.17%.				
	From the baseline year rate of 17.36%, the school's proficiency increased to 21.26%, an increase of 3.90 percentage points.				
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 AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline year of FY 2022 by 10-20 percentage points by FY 2025.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results		Proficient Students	Total Students Tested	North Metro Flex Reading Percent Proficient	State Reading Proficient
	Year				
	Baseline 2021-2022	43	122	35.25%	
	2021-2022	43	122	35.25%	51.14%
	2022-2023	46	141	32.62%	50.17%
	2023-2024	40	112	35.71%	50.21%
	2024-2025	43	127	33.86%	50.06%
	2021-2025	172	502	34.26%	50.39%
Analysis	The school's combined proficiency rate of 34.26% is 16.13 percentage points lower than the state's combined proficiency rate of 50.39%.				
	From the baseline year rate of 35.25%, the school's proficiency decreased to 33.86%, a decrease of 1.39 percentage points.				

II.B Attain Grade-level Proficiency- All Students Resident District (St. Paul) 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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Math Percent Proficient	St. Paul Percent Proficient
	2021-2022	21	121	17.36%	26.26%
	2022-2023	28	140	20.00%	26.80%
	2023-2024	22	111	19.82%	27.50%
	2024-2025	27	127	21.26%	28.28%
	2021-2025	98	499	19.64%	27.21%
Analysis	The school's combined proficiency rate of 19.64% is 7.57 percentage points lower than the resident district's combined proficiency rate of 27.21%.				
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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Reading Percent Proficient	St. Paul Percent Proficient
	2021-2022	43	122	35.25%	34.22%
	2022-2023	46	141	32.62%	34.14%
	2023-2024	40	112	35.71%	34.29%
	2024-2025	43	127	33.86%	35.13%
	2021-2025	172	502	34.26%	34.45%
Analysis	The school's combined proficiency rate of 34.26% is 0.19 percentage points lower than the resident district's combined proficiency rate of 34.45%.				

III. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency)						
III.A Attain Grade-level Proficiency- FRP Focus Group State Comparison						
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned	
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2		
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline year of FY 2022 by 10-20 percentage points by FY 2025.			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	North Metro Flex Math Percent Proficient	State Math Proficient
		Baseline	11	95	11.58%	
		2021-2022	11	95	11.58%	24.41%
		2022-2023	16	107	14.95%	28.23%
		2023-2024	15	79	18.99%	28.77%
		2024-2025	16	97	16.49%	28.19%
		2021-2025	58	378	15.34%	27.59%
Analysis	The school's combined proficiency rate of 15.34% is 12.24 percentage points lower than the state's combined proficiency rate of 27.59%.					
	From the baseline year rate of 11.58%, the school's proficiency increased to 16.49%, an increase of 4.92 percentage points.					
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 AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2		
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline year of FY 2022 by 10-20 percentage points by FY 2025.			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	North Metro Flex Reading Percent Proficient	State Reading Proficient
		Baseline	28	96	29.17%	
		2021-2022	28	96	29.17%	31.27%
		2022-2023	31	108	28.70%	33.40%
		2023-2024	29	80	36.25%	33.64%
		2024-2025	24	97	24.74%	32.97%
		2021-2025	112	381	29.40%	32.92%
Analysis	The school's combined proficiency rate of 29.40% is 3.52 percentage points lower than the state's combined proficiency rate of 32.92%.					
	From the baseline year rate of 29.17%, the school's proficiency decreased to 24.74%, a decrease of 4.42 percentage points.					

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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Math Percent Proficient	St. Paul Percent Proficient
	2021-2022	11	95	11.58%	14.62%
	2022-2023	16	107	14.95%	15.92%
	2023-2024	15	79	18.99%	16.02%
	2024-2025	16	97	16.49%	16.22%
	2021-2025	58	378	15.34%	15.71%
Analysis	The school's combined proficiency rate of 15.34% is 0.37 percentage points lower than the resident district's combined proficiency rate of 15.71%.				
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	1
Satisfactory	The school's combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Reading Percent Proficient	St. Paul Percent Proficient
	2021-2022	28	96	29.17%	21.50%
	2022-2023	31	108	28.70%	21.92%
	2023-2024	29	80	36.25%	21.58%
	2024-2025	24	97	24.74%	22.36%
	2021-2025	112	381	29.40%	21.85%
Analysis	The school's combined proficiency rate of 29.40% is 7.55 percentage points higher than the resident district's combined proficiency rate of 21.85%.				

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 AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2		
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline year of FY 2022 by 10-20 percentage points by FY 2025.			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	North Metro Flex Math Percent Proficient	State Math Proficient
		Baseline	2	28	7.14%	
		2021-2022	2	28	7.14%	13.19%
		2022-2023	2	32	6.25%	14.21%
		2023-2024	1	23	4.35%	14.06%
		2024-2025	4	26	15.38%	14.12%
		2021-2025	9	109	8.26%	13.91%
Analysis	The school's combined proficiency rate of 8.26% is 5.65 percentage points lower than the state's combined proficiency rate of 13.91%.					
	From the baseline year rate of 7.14%, the school's proficiency increased to 15.38%, an increase of 8.24 percentage points.					
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 AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2		
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline year of FY 2022 by 10-20 percentage points by FY 2025.			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	North Metro Flex Reading Percent Proficient	State Reading Proficient
		Baseline	2	28	7.14%	
		2021-2022	2	28	7.14%	12.17%
		2022-2023	3	33	9.09%	11.98%
		2023-2024	4	23	17.39%	11.38%
		2024-2025	1	26	3.85%	10.97%
		2021-2025	10	110	9.09%	11.60%
Analysis	The school's combined proficiency rate of 9.09% is 2.50 percentage points lower than the state's combined proficiency rate of 11.60%.					
	From the baseline year rate of 7.14%, the school's proficiency decreased to 3.85%, a decrease of 3.30 percentage points.					

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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Math Percent Proficient	St. Paul Percent Proficient
	2021-2022	2	28	7.14%	11.15%
	2022-2023	2	32	6.25%	11.53%
	2023-2024	1	23	4.35%	10.98%
	2024-2025	4	26	15.38%	10.77%
	2021-2025	9	109	8.26%	11.11%
Analysis	The school's combined proficiency rate of 8.26% is 2.85 percentage points lower than the resident district's combined proficiency rate of 11.11%.				
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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Reading Percent Proficient	St. Paul Percent Proficient
	2021-2022	2	28	7.14%	9.78%
	2022-2023	3	33	9.09%	9.89%
	2023-2024	4	23	17.39%	8.91%
	2024-2025	1	26	3.85%	8.53%
	2021-2025	10	110	9.09%	9.28%
Analysis	The school's combined proficiency rate of 9.09% is 0.19 percentage points lower than the resident district's combined proficiency rate of 9.28%.				

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 AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2		
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline year of FY 2022 by 10-20 percentage points by FY 2025.			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	North Metro Flex Math Percent Proficient	State Math Proficient
		Baseline	2	23	8.70%	
		2021-2022	2	23	8.70%	25.12%
		2022-2023	1	30	3.33%	25.86%
		2023-2024	1	31	3.23%	26.05%
		2024-2025	6	42	14.29%	25.76%
		2021-2025	10	126	7.94%	25.71%
Analysis	The school's combined proficiency rate of 7.94% is 17.77 percentage points lower than the state's combined proficiency rate of 25.71%.					
	From the baseline year rate of 8.70%, the school's proficiency increased to 14.29%, an increase of 5.59 percentage points.					
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 AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	1	
Satisfactory	The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline year of FY 2022 by 10-20 percentage points by FY 2025.			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	North Metro Flex Reading Percent Proficient	State Reading Proficient
		Baseline	2	23	8.70%	
		2021-2022	2	23	8.70%	25.86%
		2022-2023	1	30	3.33%	25.76%
		2023-2024	3	31	9.68%	25.50%
		2024-2025	12	42	28.57%	25.29%
		2021-2025	18	126	14.29%	25.59%
Analysis	The school's combined proficiency rate of 14.29% is 11.30 percentage points lower than the state's combined proficiency rate of 25.59%.					
	From the baseline year rate of 8.70%, the school's proficiency increased to 28.57%, an increase of 19.88 percentage points.					

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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Math Percent Proficient	St. Paul Percent Proficient
	2021-2022	2	23	8.70%	14.48%
	2022-2023	1	30	3.33%	16.55%
	2023-2024	1	31	3.23%	17.11%
	2024-2025	6	42	14.29%	18.51%
	2021-2025	10	126	7.94%	16.77%
Analysis	The school's combined proficiency rate of 7.94% is 8.84 percentage points lower than the resident district's combined proficiency rate of 16.77%.				
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 combined proficiency rate exceeds the resident district average.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	North Metro Flex Reading Percent Proficient	St. Paul Percent Proficient
	2021-2022	2	23	8.70%	16.85%
	2022-2023	1	30	3.33%	18.22%
	2023-2024	3	31	9.68%	17.57%
	2024-2025	12	42	28.57%	18.92%
	2021-2025	18	126	14.29%	17.94%
Analysis	The school's combined proficiency rate of 14.29% is 3.66 percentage points lower than the resident district's combined proficiency rate of 17.94%.				

IV. All Students are Ready for Career and College (as Measured by Growth)					
IV.A Meet or Exceed National Growth Norms- Students Below Grade Level Making High Growth					
Performance Rating	FastBridge aMath Fall-Spring Growth (Grades 2-5)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline year.			6	3
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline year.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level or improve by at least 10 percentage points from the baseline year.			0	
Results		Students Making Growth At/Above Grade Level	Students Below Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Year				
	Baseline 2023-2024	23	53	43.40%	
	2021-2022	N/A	N/A	N/A	
	2022-2023	N/A	N/A	N/A	
	2023-2024	23	53	43.40%	
	2024-2025	27	44	61.36%	
2021-2025	50	97	51.55%		
Analysis	The school's combined percent of students making growth at/above grade level is 51.55%. From the baseline year rate of 43.40%, the percent of students making growth increased to 61.36%, an increase of 17.97 percentage points.				
Performance Rating	FastBridge aMath Fall-Spring Growth (Grades 6-8)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline year.			6	3
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline year.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level or improve by at least 10 percentage points from the baseline year.			0	
Results		Students Making Growth At/Above Grade Level	Students Below Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Year				
	Baseline 2023-2024	25	37	67.57%	
	2021-2022	N/A	N/A	N/A	
	2022-2023	N/A	N/A	N/A	
	2023-2024	25	37	67.57%	
	2024-2025	26	39	66.67%	
2021-2025	51	76	67.11%		
Analysis	The school's combined percent of students making growth at/above grade level is 67.11%. From the baseline year rate of 67.57%, the percent of students making growth decreased to 66.67%, a decrease of 0.90 percentage points.				

Performance Rating	FastBridge aReading Fall-Spring Growth (Grades 2-5)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline year.			6	3
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline year.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level or improve by at least 10 percentage points from the baseline year.			0	
Results		Students Making Growth At/Above Grade Level	Students Below Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Year				
	Baseline 2023-2024	32	52	61.54%	
	2021-2022	N/A	N/A	N/A	
	2022-2023	N/A	N/A	N/A	
	2023-2024	32	52	61.54%	
	2024-2025	34	44	77.27%	
2021-2025	66	96	68.75%		
Analysis	The school's combined percent of students making growth at/above grade level is 68.75%. From the baseline year rate of 61.54%, the percent of students making growth increased to 77.27%, an increase of 15.73 percentage points.				
Performance Rating	FastBridge aReading Fall-Spring Growth (Grades 6-8)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline year.			6	3
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline year.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level or improve by at least 10 percentage points from the baseline year.			0	
Results		Students Making Growth At/Above Grade Level	Students Below Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Year				
	Baseline 2023-2024	15	28	53.57%	
	2021-2022	N/A	N/A	N/A	
	2022-2023	N/A	N/A	N/A	
	2023-2024	15	28	53.57%	
	2024-2025	22	30	73.33%	
2021-2025	37	58	63.79%		
Analysis	The school's combined percent of students making growth at/above grade level is 63.79%. From the baseline year rate of 53.57%, the percent of students making growth increased to 73.33%, an increase of 19.76 percentage points.				

IV.B Meet or Exceed National Growth Norms- Students at or Above Grade Level Making Medium or High Growth					
Performance Rating	FastBridge aMath Fall-Spring Growth (Grades 2-5)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline year.			6	6
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline year.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level or improve by at least 10 percentage points from the baseline year.			0	
Results		Students Making Growth At/Above Grade Level	Students At/Above Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Year				
	Baseline 2023-2024	2	7	28.57%	
	2021-2022	N/A	N/A	N/A	
	2022-2023	N/A	N/A	N/A	
	2023-2024	2	7	28.57%	
	2024-2025	21	25	84.00%	
2021-2025	23	32	71.88%		
Analysis	The school's combined percent of students making growth at/above grade level is 71.88%. From the baseline year rate of 28.57%, the percent of students making growth increased to 84.00%, an increase of 55.43 percentage points.				
Performance Rating	FastBridge aMath Fall-Spring Growth (Grades 6-8)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline year.			6	6
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline year.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level or improve by at least 10 percentage points from the baseline year.			0	
Results		Students Making Growth At/Above Grade Level	Students At/Above Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Year				
	Baseline 2023-2024	15	17	88.24%	
	2021-2022	N/A	N/A	N/A	
	2022-2023	N/A	N/A	N/A	
	2023-2024	15	17	88.24%	
	2024-2025	19	22	86.36%	
2021-2025	34	39	87.18%		
Analysis	The school's combined percent of students making growth at/above grade level is 87.18%. From the baseline year rate of 88.24%, the percent of students making growth decreased to 86.36%, a decrease of 1.87 percentage points.				

Performance Rating	FastBridge aReading Fall-Spring Growth (Grades 2-5)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline year.			6	6
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline year.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level or improve by at least 10 percentage points from the baseline year.			0	
Results		Students Making Growth At/Above Grade Level	Students At/Above Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Year				
	Baseline 2023-2024	8	25	32.00%	
	2021-2022	N/A	N/A	N/A	
	2022-2023	N/A	N/A	N/A	
	2023-2024	8	25	32.00%	
	2024-2025	20	25	80.00%	
2021-2025	28	50	56.00%		
Analysis	The school's combined percent of students making growth at/above grade level is 56.00%. From the baseline year rate of 32.00%, the percent of students making growth increased to 80.00%, an increase of 48.00 percentage points.				
Performance Rating	FastBridge aReading Fall-Spring Growth (Grades 6-8)			Point Value	Points Earned
Exemplary	More than 70% of students have fall to spring growth at or above grade level AND/OR improve by more than 20 percentage points from the baseline year.			6	6
Satisfactory	50-70% of students have fall to spring growth at or above grade level AND/OR improve by 10-20 percentage points from the baseline year.			3	
Not Satisfactory	Less than 50% of students do not have fall to spring growth at or above grade level or improve by at least 10 percentage points from the baseline year.			0	
Results		Students Making Growth At/Above Grade Level	Students At/Above Grade Level	Percent of Students Making Growth At/Above Grade Level	
	Year				
	Baseline 2023-2024	22	24	91.67%	
	2021-2022	N/A	N/A	N/A	
	2022-2023	N/A	N/A	N/A	
	2023-2024	22	24	91.67%	
	2024-2025	24	24	100.00%	
2021-2025	46	48	95.83%		
Analysis	The school's combined percent of students making growth at/above grade level is 95.83%. From the baseline year rate of 91.67%, the percent of students making growth increased to 100.00%, an increase of 8.33 percentage points.				

These are the Climate Performance Indicators. They are 8.57% of the points possible.

VI. The School Conditions Promote a Climate of Engagement

VI.A Attendance Rates

Performance Rating	Attendance Rate Goals (Grades K-8)	Point Value	Points Earned
Exemplary	Greater than 90% attendance rate.	2	2
Satisfactory	85-90% percent attendance rate AND/OR improve by 10 percentage points from the baseline year.	1	
Not Satisfactory	Below 85% attendance rate.	0	
Results	Year	Attendance Rate	
	Baseline 2021-2022	92.30%	
	2021-2022	92.30%	
	2022-2023	90.52%	
	2023-2024	91.49%	
	2024-2025	88.99%	
	2025-2026	N/A	
	2021-2026	90.83%	
Analysis	The school's combined attendance rate is 90.83%. From the baseline year rate of 92.30%, the school's attendance rate decreased to 88.99%, a decrease of 3.31 percentage points. The school continues to track and report attendance data, but the results for the 2025-2026 year were not available for the renewal decision.		

VI.B Parent Satisfaction

Performance Rating	5-Point Parent Satisfaction Survey Goals	Point Value	Points Earned		
Exemplary	More than 80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	8	8		
Satisfactory	60-80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	4			
Not Satisfactory	Less than 60 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	0			
Results	Year	Number of Parents Agreeing or Strongly Agreeing	Total Number of Parents	Parent Satisfaction Survey Percent	Percent Participation of Parent Respondents
	2021-2022	21	24	87.50%	20.00%
	2022-2023	76	78	97.44%	54.55%
	2023-2024	67	71	94.37%	59.17%
	2024-2025	35	47	74.47%	36.15%
	2025-2026	N/A	N/A	N/A	N/A
		2021-2026	199	220	90.45%
Analysis	The school's combined 2021-2026 parent satisfaction survey rate is 90.45%. The school continues to collect and report parent satisfaction survey data, but the results for the 2025-2026 year were not available for the renewal decision.				

VI.C Mobility					
Performance Rating	Mobility Goals (Grades K-8)			Point Value	Points Earned
Exemplary	Fewer than 10 percent of students transfer out of school after October 1.			2	2
Satisfactory	10 - 15 percent of students transfer out of school after October 1.			1	
Not Satisfactory	More than 15 percent of students transfer out of school after October 1.			0	
Results	Year	Students Transferring Out After Oct 1	Total Students Enrolled October 1	Mobility Percent	
	2021-2022	28	209	13.40%	
	2022-2023	13	215	6.05%	
	2023-2024	0	194	0.00%	
	2024-2025	20	187	10.70%	
	2025-2026	N/A	N/A	N/A	
	2021-2026	61	805	7.58%	
Analysis	The school's combined 2021-2026 mobility rate is 7.58%. The school continues to collect and report student mobility data, but the results for the 2025-2026 year were not available for the renewal decision.				

These are the Operations Performance Indicators. They are 14.29% of the total Performance Framework points possible.

VII. School is Compliant with Contract and Statute

VII.A Compliance

Performance Rating	Compliance Goals	Point Value	Points Earned
Exemplary	No infractions.	20	10
Satisfactory	No more than three infractions AND any infraction is resolved by the assigned deadline.	10	
Not Satisfactory	More than three infractions or not all infractions are not resolved by assigned deadline.	0	
Analysis	The school had compliance infractions related to Special Education Program Monitoring.		

These are the Finance Performance Indicators. They are 8.57% of the total Performance Framework points.

VIII. School is Financially Solvent/Sustainable

VIII.A Finance Awards

Performance Rating	Goals for Awards	Point Value	Points Earned
Exemplary	NEO Stewardship Award in Finance Recipient	4	2
Satisfactory	Finance Award Recipient (formerly administered by MDE)	2	
Not Satisfactory	Not a Finance Award Recipient	0	
Analysis	The school was an FY25 Finance Award recipient.		

VIII.B Fund Balance

Performance Rating	Fund Balance Goals	Point Value	Points Earned						
Exemplary	Reserve is at least 20% as measured by end of year reserves.	4	2						
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserves.	2							
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserves.	0							
Results	<table border="1"> <thead> <tr> <th>Fund Balance</th> <th>Expenditures</th> <th>SOD Calculation</th> </tr> </thead> <tbody> <tr> <td>\$523,329.00</td> <td>\$3,626,833.00</td> <td>14.43%</td> </tr> </tbody> </table>	Fund Balance	Expenditures	SOD Calculation	\$523,329.00	\$3,626,833.00	14.43%		
Fund Balance	Expenditures	SOD Calculation							
\$523,329.00	\$3,626,833.00	14.43%							
Analysis	The school built a fund balance of 14.43% in 2024-2025.								

VIII.C Financial Audit

Performance Rating	Financial Audit Goals	Point Value	Points Earned
Exemplary	No findings cited in the audit.	4	4
Satisfactory	No more than one finding (nonmaterial) cited in the audit.	2	
Not Satisfactory	More than one finding cited in the audit.	0	
Analysis	The school had no findings in FY26 for the FY25 audit.		

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 to date, North Metro Flex Academy is currently earning 74 out of 140 points overall, or 52.86%.

North Metro Flex Academy earned 45.83% in the Academic section of the Performance Framework.

Because North Metro Flex Academy did not achieve a Satisfactory level of performance in the Academic section of the Performance Framework (at least 50%), North Metro Flex Academy was a candidate for a nonrenewal.

NEO notified the board of directors of North Metro Flex Academy of the proposed nonrenewal of the charter contract in writing at least 120 days before not renewing the contract (by March 2, 2026).

The notification was made in advance of that deadline to the North Metro Flex Academy board of directors on January 28, 2026. North Metro Flex Academy could request, in writing, an informal hearing before the Authorizer within fifteen (15) business days of receiving this notice of non-renewal (by March 20, 2026).

On January 28, 2026, the board chair, Mike Leary, requested an informal hearing that took place on February 23, 2026.

At the informal hearing, North Metro Flex Academy presented supplemental information about changes that the school had made over the past year to improve the school's academic performance and the ensuring improvements that the school has achieved since making the changes. The presentation is on the following pages.

Because North Metro Flex Academy made changes and achieved significant improvement as a result of the changes, the NEO board voted to approve a 3-year contract renewal.

Academic Performance Points Earned	44
Academic Performance Total Points Possible	96
Academic Performance Percent of Points Earned	45.83%
Academic Performance Percent of Total Framework Points	68.57%

Climate Performance Points Earned	12
Climate Performance Total Points Possible	12
Climate Performance Percent of Points Earned	100.00%
Climate Performance Percent of Total Framework Points	8.57%

Operations Performance Points Earned	10
Operations Performance Total Points Possible	20
Operations Performance Percent of Points Earned	50.00%
Operations Performance Percent of Total Framework Points	14.29%

Finance Performance Points Earned	8
Finance Performance Total Points Possible	12
Finance Performance Percent of Points Earned	66.67%
Finance Performance Percent of Total Framework Points	8.57%

Performance Framework Points Earned	74
Performance Framework Total Points Possible	140

Performance Framework Percent of Total Points	52.86%
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North Metro Flex Academy

Supplemental Information



Our Mission & Vision

Our Mission

We are a high-performing and innovative close-knit school that produces students capable of exemplary levels of critical thinking and achievement. In our school, we use exceptional curriculum, tools, and teaching to maximize student success in life.

Our Vision

We prepare a diverse community of elementary and middle school students to be successful in high school, post-secondary and in their chosen vocation through a flexible learning experience that develops analytical, compassionate, disciplined and self-directed learners.



Academic Data

Highlights



The data clearly demonstrates significant growth across all academic areas when examining our internal student growth measures. Our students are making meaningful progress over time, reflecting the effectiveness of our instructional practices and individualized supports.

Additionally, when compared to other area schools with similar student demographics, North Metro Flex Academy consistently outperforms or performs at the same level as many of our peers. These results highlight that, although there is still work to be done to reach authorizer benchmarks, our trajectory is positive and our students are experiencing strong academic growth

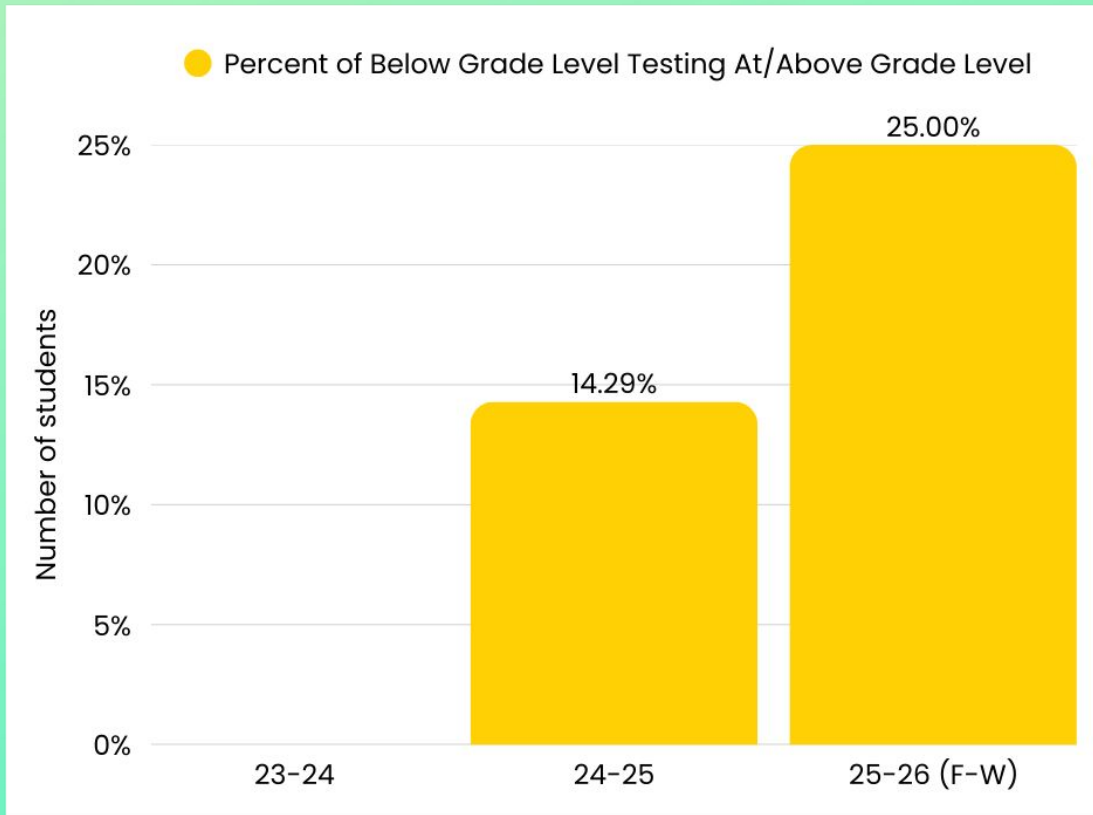
Kindergarten/1st Data

Many of our students enter Kindergarten with no prior preschool experience, which means they often lack the foundational academic and developmental skills typically needed at the start of Kindergarten. As a result, teachers must first focus on building essential early literacy, numeracy, and school-readiness skills.

Our school is actively working to close this gap through targeted instruction and early interventions, with a strong emphasis on supporting students in reaching grade-level expectations as quickly as possible.

Kindergarten/1st Data

FastBridge earlyReading

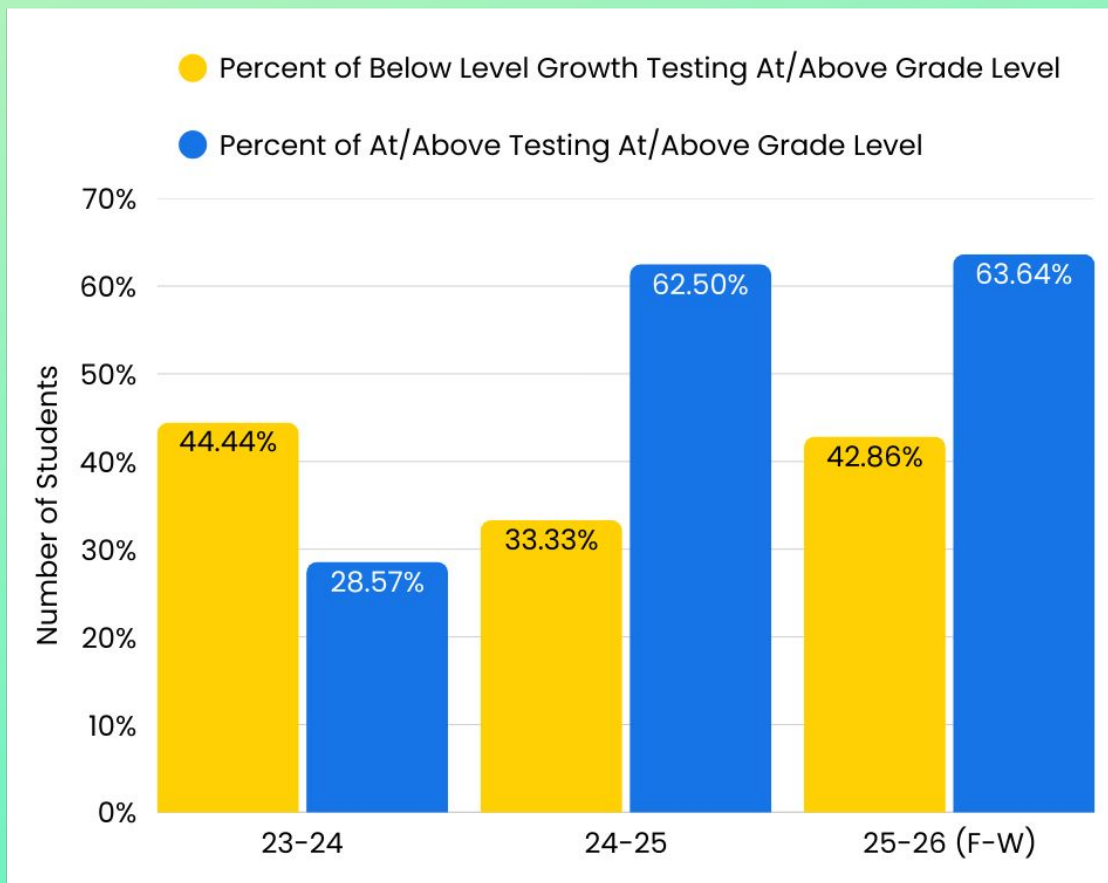


NMFA students demonstrated notable progress among students who began the year below grade level. Increasing from 0% of this population showed growth at or above grade level by the end of the year, to 14.29% the following year. By 25-26 preliminary reports, that number has again increased to 25%, indicating meaningful academic gains for students.

This improvement reflects the impact of intentional instructional practices, targeted interventions, and a continued focus on supporting students to achieve grade-level expectations.

Kindergarten/1st Data

FastBridge earlyMath

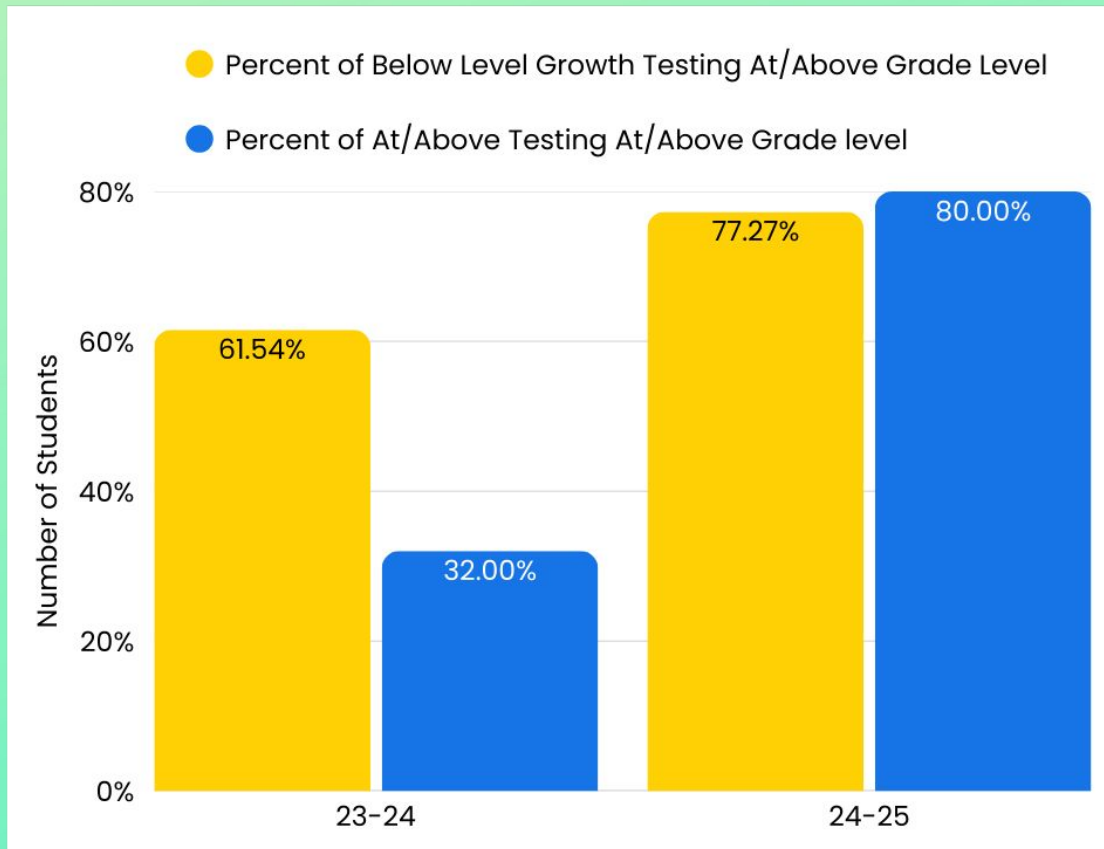


NMFA students show significant growth for students who were already testing at/above grade level, showing an increase of 33.93 percentage points from 23-24 to 24-25, demonstrating a strong upward trend. Preliminary reports for 25-26 Winter Results show an additional increase of 1.14 percentage points. For students who were testing below grade level making growth, we had an increase from 24-25 to preliminary reports of 9.53 percentage points.

This substantial gain reflects our commitment not only to supporting students who are below grade level, but also to ensuring that high-achieving students continue to be challenged and show ongoing academic progress.

2nd-5th Grade Data

FastBridge aReading

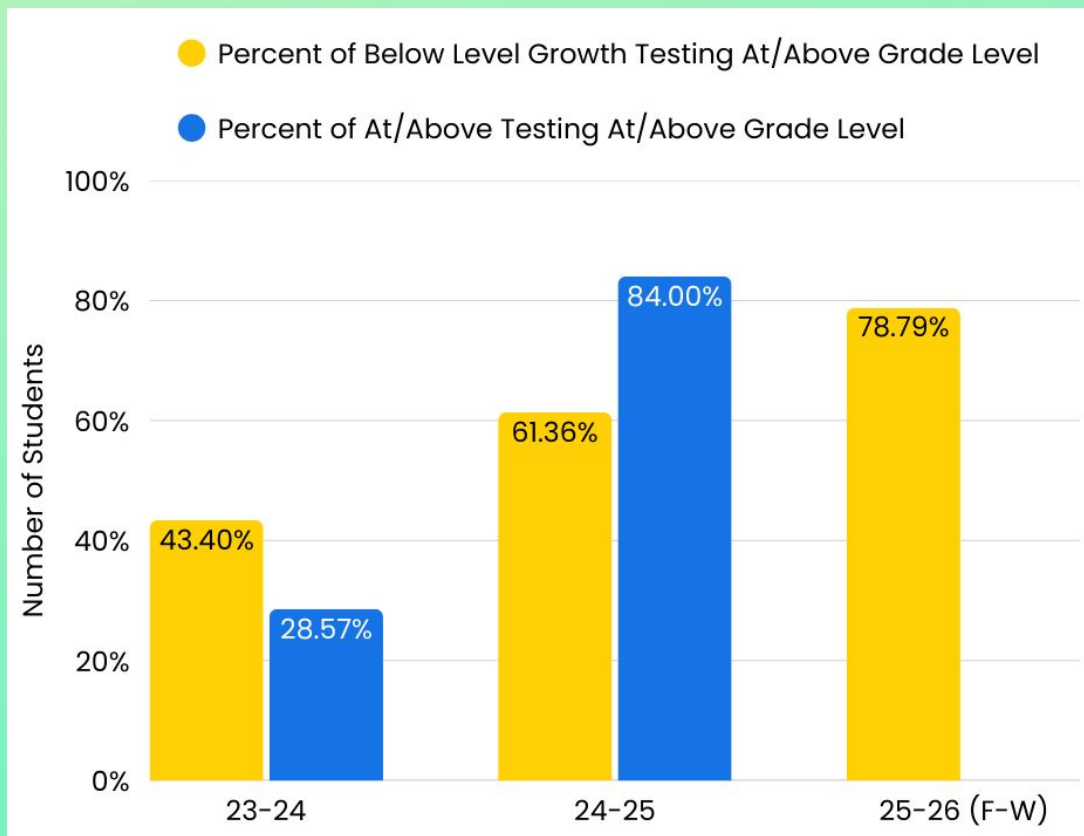


From the 2023–2024 school year to 2024–2025, North Metro Flex Academy saw substantial gains among students who were testing below grade level. The percentage of those students making growth at or above grade level increased 15.73 percentage points, reflecting stronger intervention and targeted support.

Additionally, the overall rate of students testing at or above grade level rose dramatically 48 percentage points. These significant increases demonstrate the effectiveness of our tiered instructional approach and our commitment to accelerating achievement for all learners.

2nd-5th Grade Data

FastBridge aMath

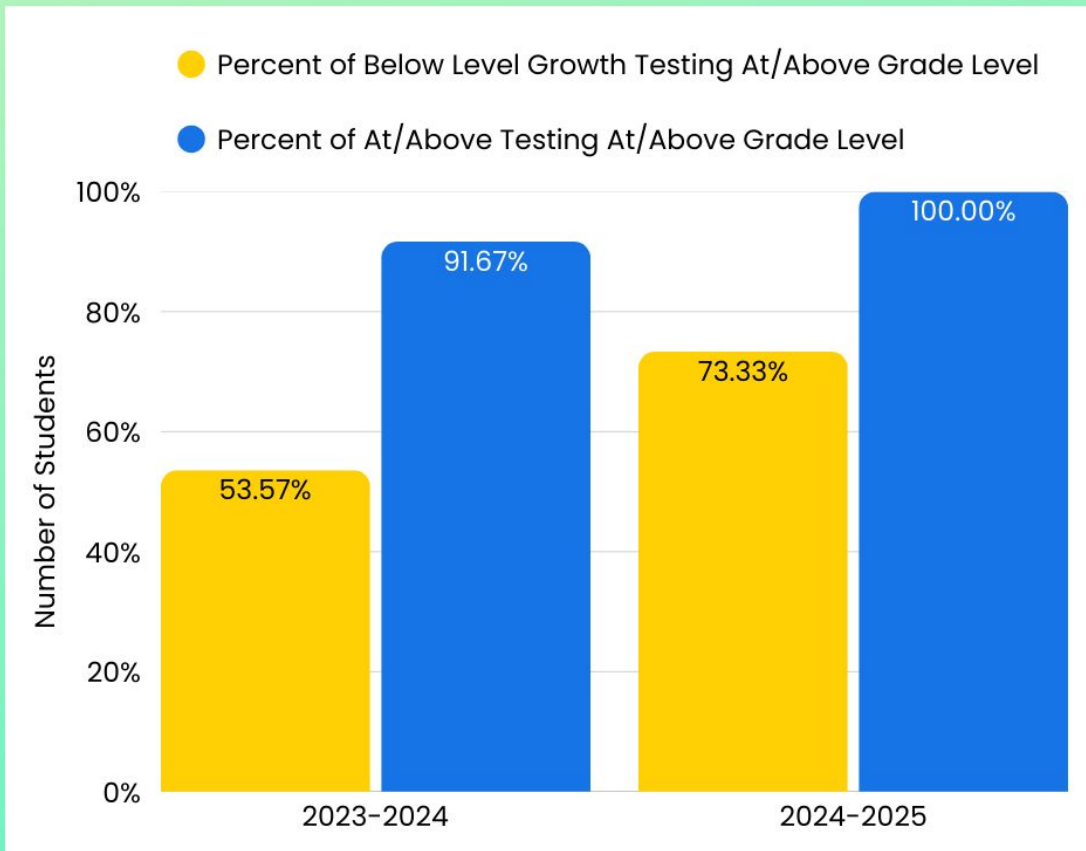


From the 2023–2024 school year to 2024–2025, North Metro Flex Academy experienced strong academic growth across performance levels. The percentage of students testing below grade level who made growth at or above grade level increased 17.96 percentage points, demonstrating meaningful acceleration among students needing additional support. Additionally, it increased another 17.43 percentage points from Fall to Winter this school year.

At the same time, students already performing at or above grade level and continuing to make growth rose significantly, 55.43 percentage points. These gains highlight our commitment to ensuring all students—regardless of starting point—continue to progress and achieve at high levels.

6th-8th Grade Data

FastBridge aReading

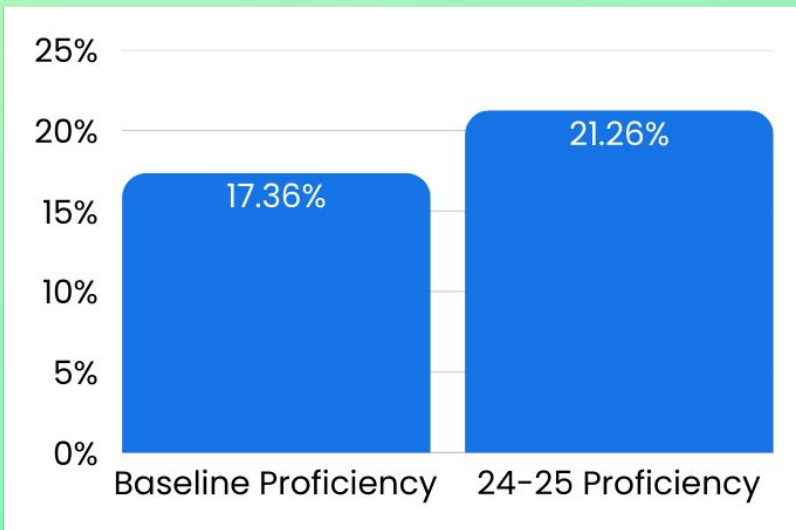


From 2023–2024 to the 2024–2025 school year, the percentage of students below grade level making growth at or above grade level increased by 19.76 percentage points. This significant rise demonstrates measurable improvement in overall student achievement and sustained academic progress over time.

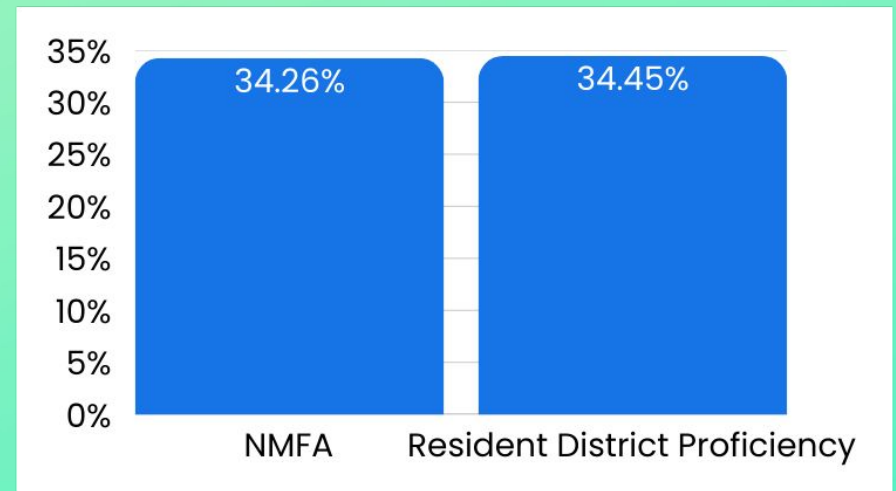
Additionally, the percentage of students at/above grade level making growth at or above grade level also increased by 8.33 percentage points. This steady gain reflects continued forward momentum and ongoing improvement in student learning outcomes.

NMFA MCA Data

Overall



The overall math proficiency rate at North Metro Flex Academy increased from 17.36% in the baseline year to 21.26%, reflecting a gain of 3.9 percentage points.



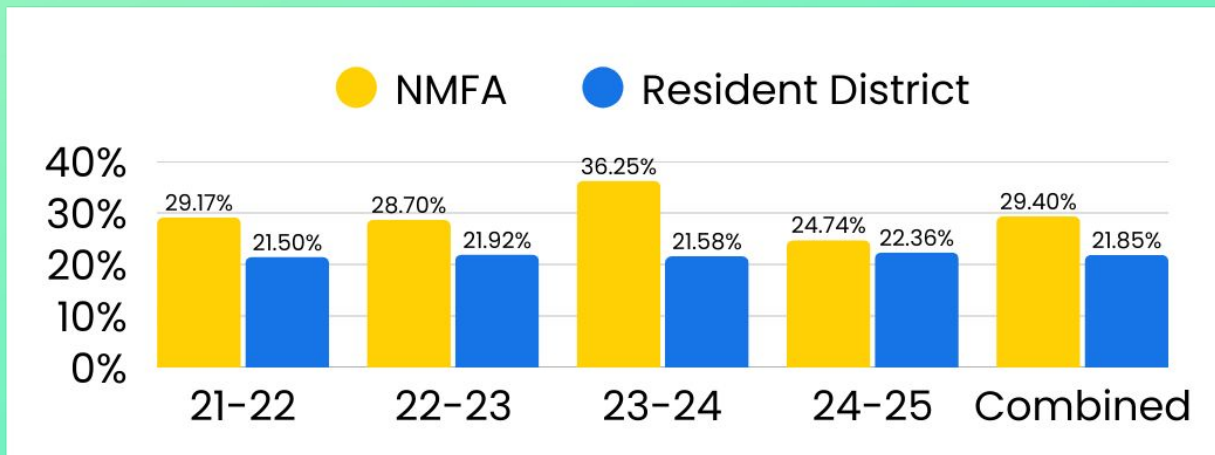
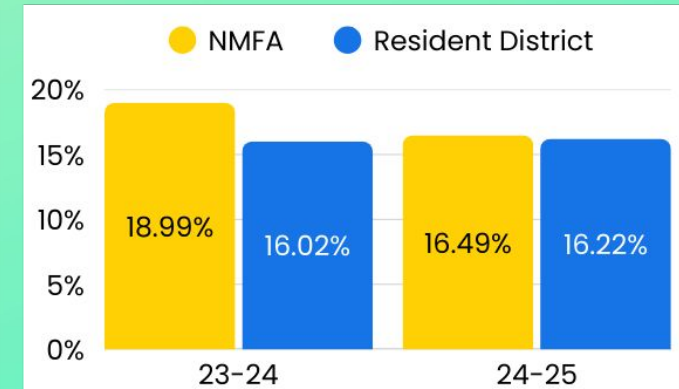
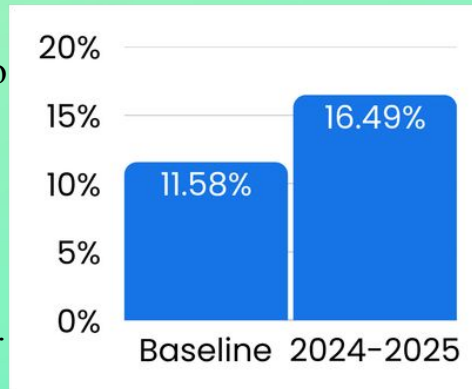
North Metro Flex Academy's combined overall reading proficiency rate is closely aligned with the resident district, trailing by just 0.19 percentage points. This narrow gap highlights NMFA's continued progress in reading achievement and reflects the effectiveness of instructional practices and targeted supports in place to meet diverse learner needs.

NMFA MCA Data

Free and Reduced Population

Students have demonstrated notable academic gains in math proficiency by 4.92 percentage points from the baseline year to school year 2024-2025.

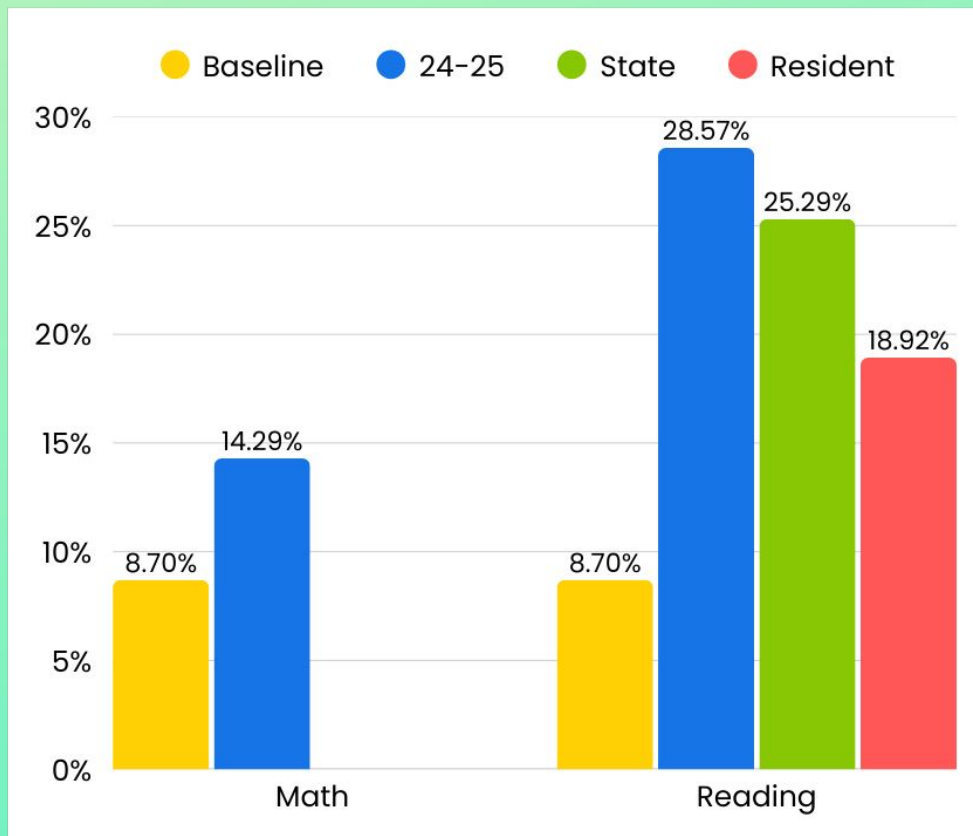
Additionally, during the last two school years, this group of students has surpassed the resident district in math proficiency.



In reading, these students have consistently outperformed the resident district's proficiency rates over the past four years, achieving a combined proficiency rate that is 7.55 percentage points higher.

NMFA MCA Data

Special Education Population



Students receiving Special Education services have made significant academic gains in both mathematics and reading. In mathematics, proficiency increased from 8.70% in the baseline year to 14.29%, reflecting a gain of 5.59 percentage points.

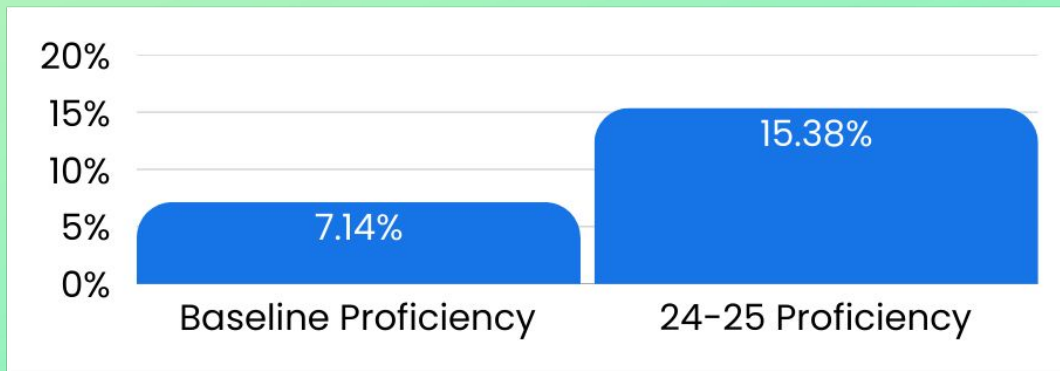
In reading, proficiency rose substantially from 8.70% to 28.57%, an increase of 19.88 percentage points.

Additionally, during the 2024–2025 school year, the reading proficiency rate for Special Education students exceeded both the state and resident district averages.

To further this progress, all Special Education students in the 2025-2026 academic year will have access to a Lexia reading account to enhance their reading proficiency.

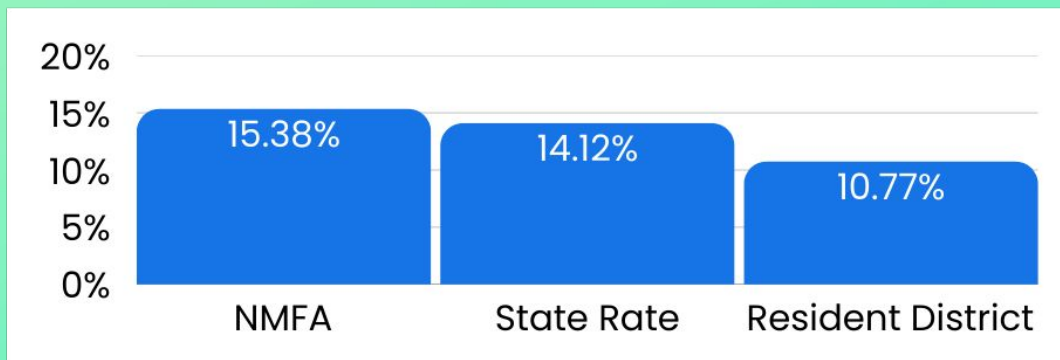
NMFA MCA Data

English Language Learner Population



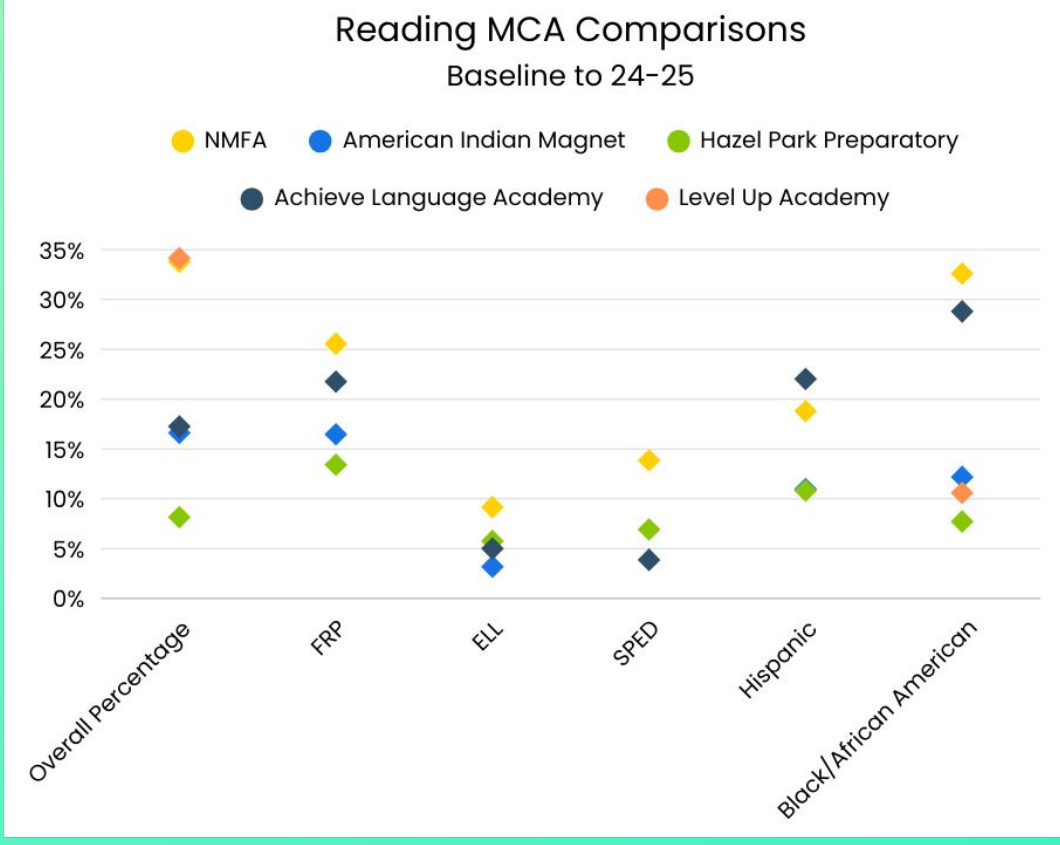
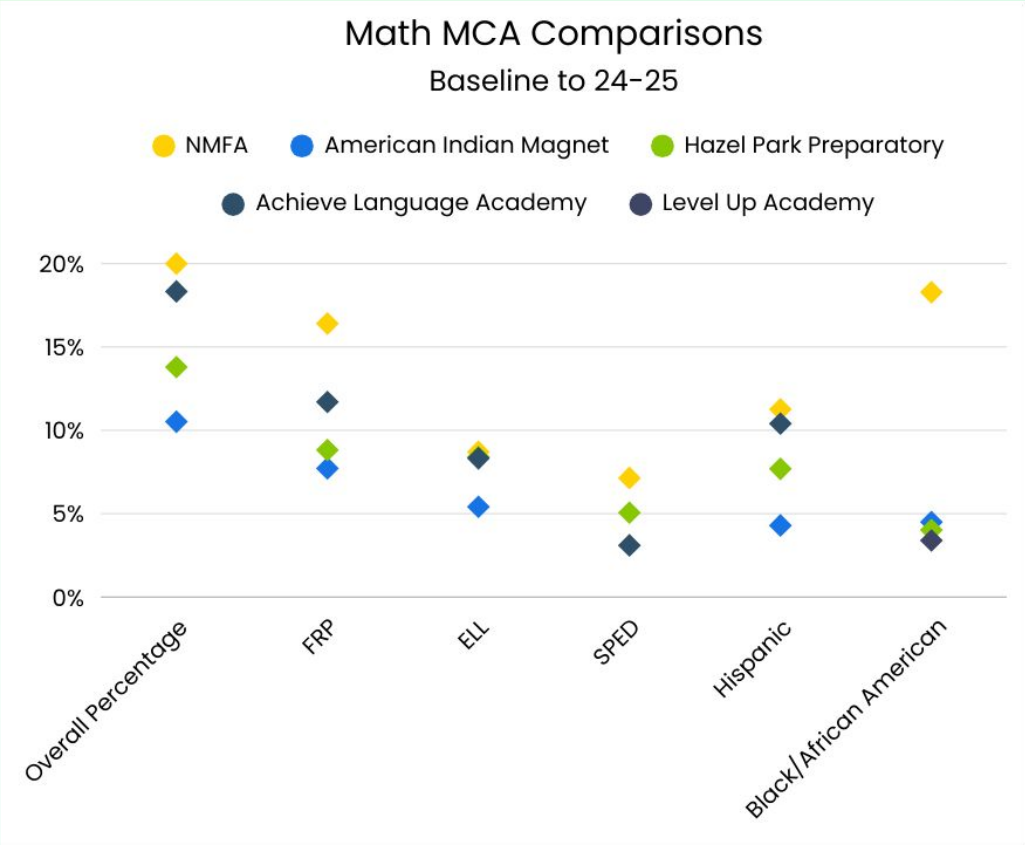
English Language Learners have demonstrated substantial growth in mathematics proficiency representing a gain of 8.24 percentage points.

In the 2024–2025 school year, this group also exceeded both the state and resident district proficiency rates in mathematics.



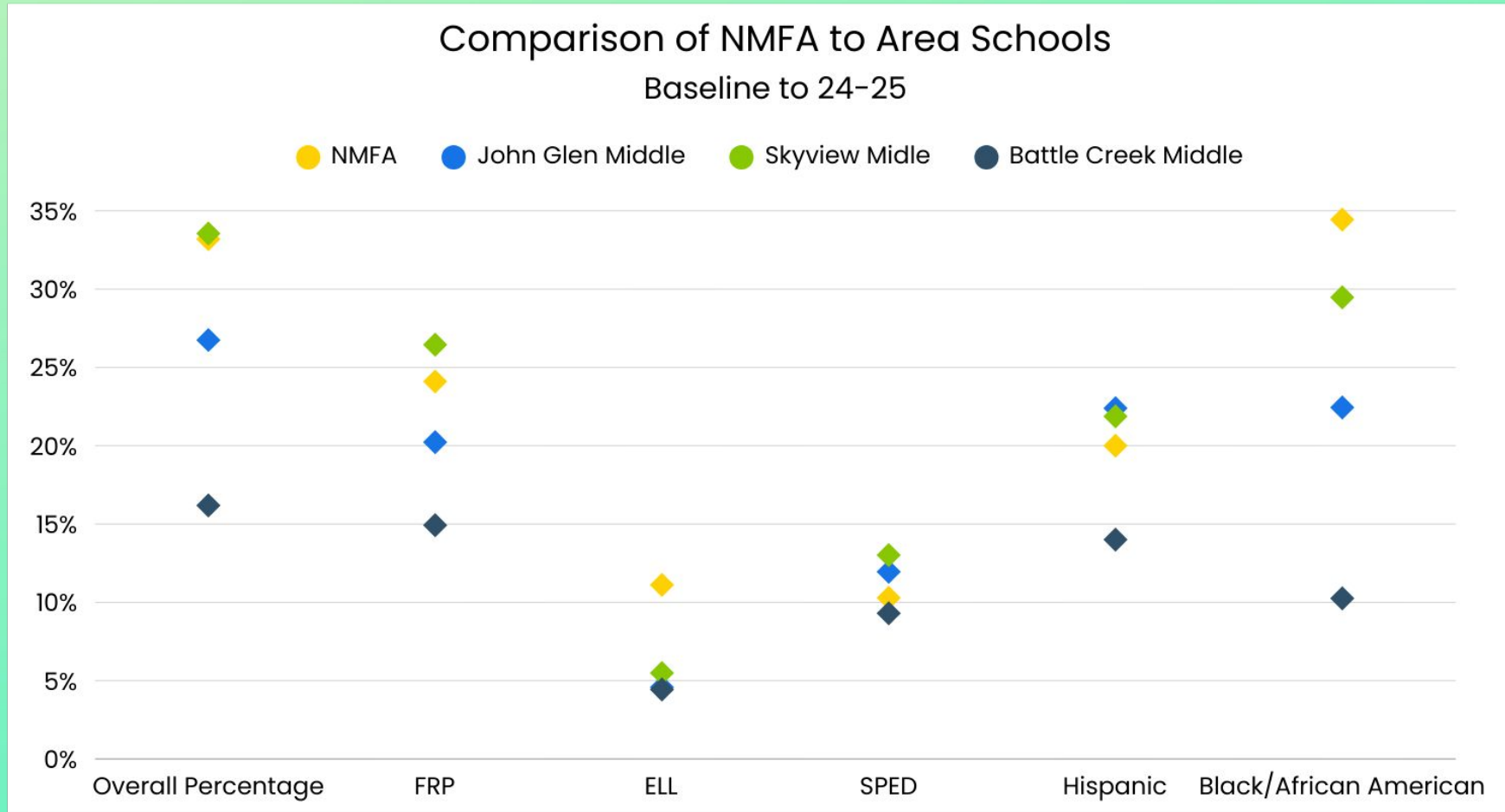
To enhance reading proficiency among English Language Learners, North Metro Flex Academy will introduce the Lexia Program specifically tailored for these students in the 2025-2026 school year.

MCA Comparisons Grades 3rd-8th



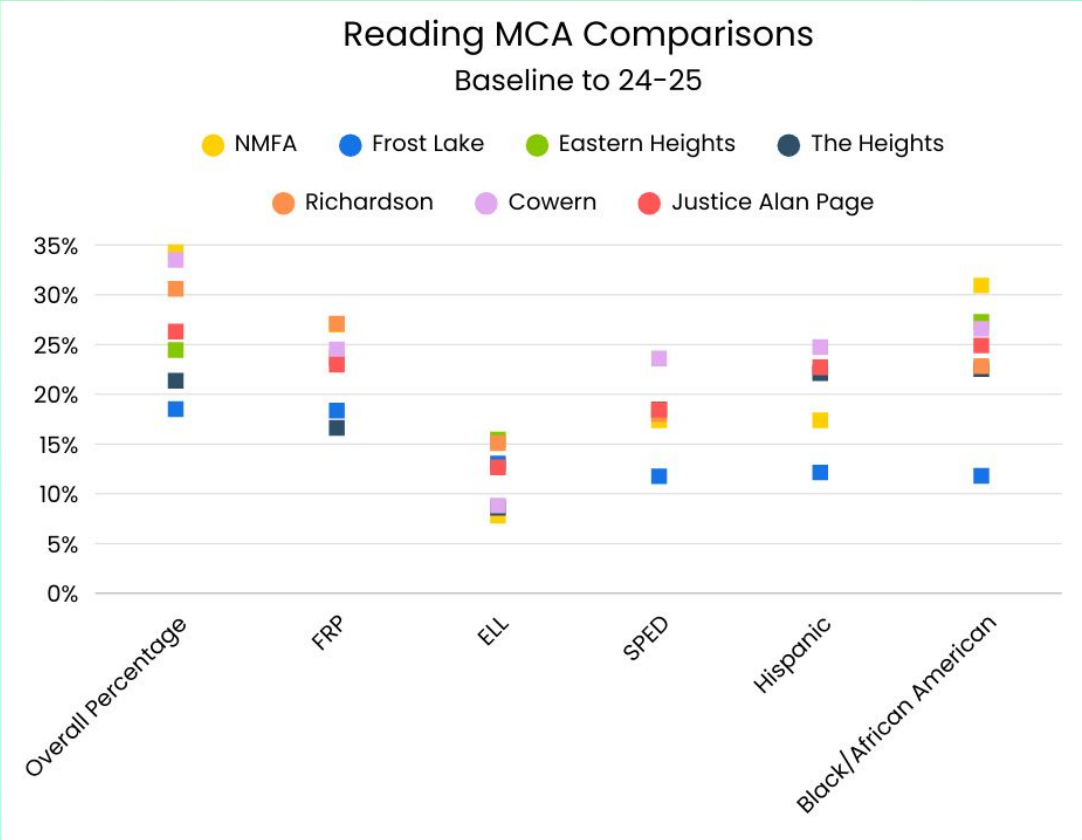
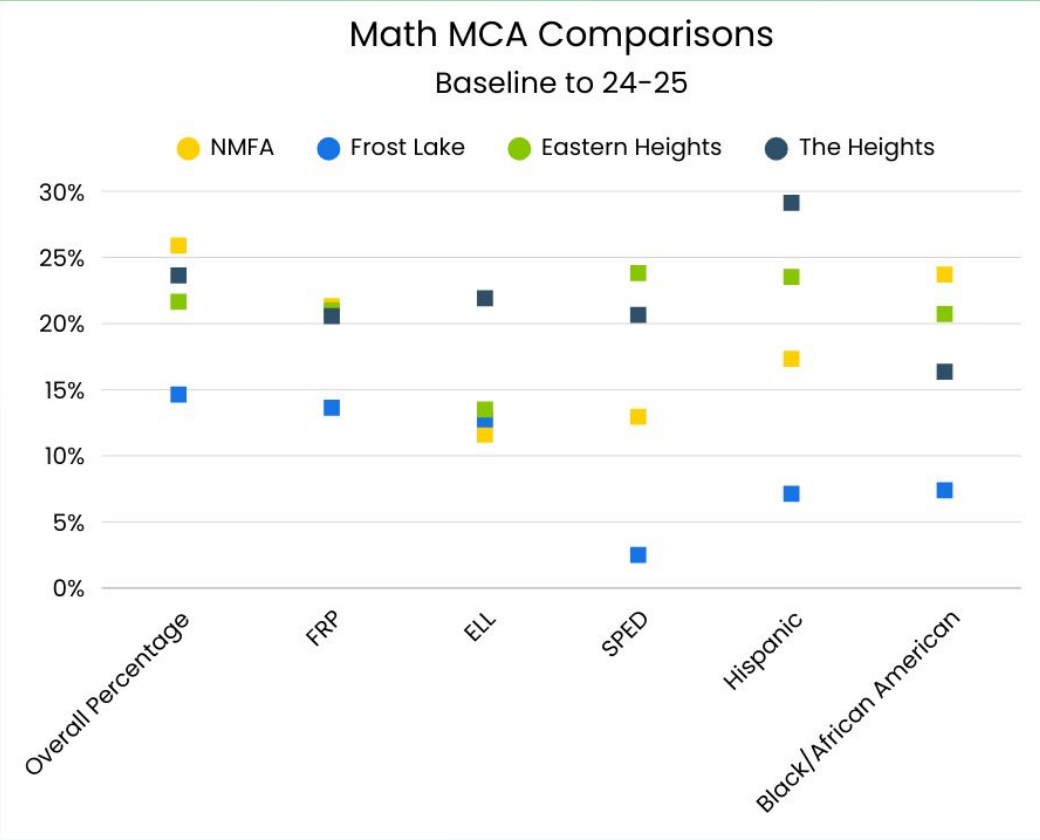
MCA Comparisons Grades 6th-8th Reading

Comparison of NMFA to Area Schools
Baseline to 24-25



MCA Comparisons

Grades 3rd-5th



Student Enrichment



North Metro Flex Academy is committed to providing rich and meaningful student enrichment opportunities that support the whole child. While many schools are reducing or eliminating enrichment programming, NMFA continues to prioritize music, art, and physical education as essential parts of a well-rounded education. Students also participate in Spanish class once per week, expanding their cultural awareness and language skills.

Beyond the classroom, we provide engaging field trips, including outdoor educational experiences that connect learning to the real world. Our after-school clubs further enhance student engagement and belonging, offering opportunities such as create, soccer, basketball, games club, and a Disney Musical production. These diverse enrichment opportunities ensure that students not only grow academically, but also creatively, socially, and physically.

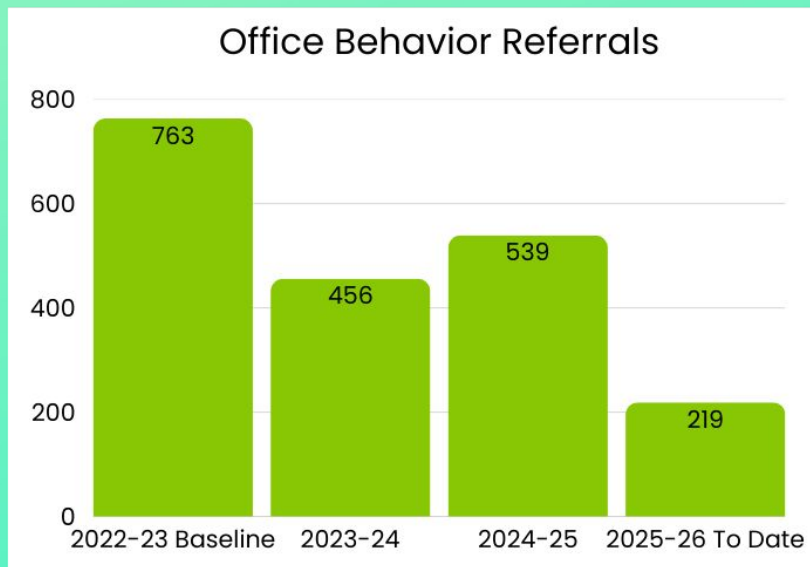
During the months of January and February, in response to increased ICE enforcement activity that directly impacted several of our families, we proactively implemented temporary online learning options to ensure continuity of instruction. This approach allowed affected students to remain engaged in their coursework, maintain academic progress, and stay connected to their teachers during a time of uncertainty.

In addition to academic support, we partnered with our community to provide donated food and household necessities to impacted families, helping to ease immediate burdens during a challenging time. Through these combined efforts, we reinforced our commitment to supporting the whole child and ensuring that no student's education was disrupted due to circumstances beyond their control.

North Metro Flex Academy is proud to implement the BARR Program (Building Assets, Reducing Risks), a three-year grant initiative focused on supporting the whole student. BARR emphasizes relationship-building, academic monitoring, and proactive intervention to ensure every student is known and supported. The program includes bi-weekly small block and big block meetings where staff collaborate to review student progress and address needs, as well as a weekly Community Connect meeting that strengthens student relationships and belonging.

In addition, BARR provides structured weekly lessons designed to build essential academic, social, and emotional skills. Each year they host a National Conference, in which we've been able to send 2 staff members to each year.

Chronic Absenteeism Rate To Date (2/26/2026)				
	2022-23	2023-24	2024-25	2025-26
Cohort 1: Following KG students to 3rd	14 Students	10 Students	6 Students	3 Students
Cohort 2: Following 3rd students to 6th	12 Students	8 Students	3 Students	2 Students
Overall School Percentage Rate	59.62%	53.11%	47.67%	24.11%



Family Engagement



North Metro Flex Academy is committed to fostering strong partnerships with families by offering a variety of meaningful engagement opportunities throughout the year. These include community-building events such as tailgating prior to our fall parade, a Donuts with Grown-Ups event for all grade levels during Trimester 1, and our annual Turkey Bingo celebration, music concerts, annual carnival and more.

Families are also invited to participate in fall/spring conferences and our fall/spring book fair, which provide valuable opportunities to connect around student learning. Many additional family engagement activities are planned for the upcoming months as we continue to strengthen relationships, build community, and support student success. We also supported families by providing distance learning during this time in MN.

In addition to the many family engagement events; we have multiple modes of communication for our families such as newsletters, ClassDojo, texts, and emails.

Leadership



In February, North Metro Flex Academy is on track to fully pay off our remaining debt to Accel—an important milestone that strengthens the school’s overall financial outlook. Reaching this goal allows us to move forward with greater stability and intention, freeing up resources to better plan for and support expanded intervention options for our students. This progress reflects our commitment to responsible stewardship and to continuously improving the academic support we provide our school community.



North Metro Flex Academy is proud to maintain low staff turnover, ensuring stable and consistent staffing that directly benefits our students and families. This continuity allows us to build strong relationships, sustain high-quality instruction, and implement long-term academic and school improvement initiatives with fidelity. Our stable and engaged school board provides strong governance and strategic direction, supporting the school’s mission and long-term vision.

Leadership at North Metro Flex Academy continues to intentionally build and strengthen community partnerships that directly support our students and families. Through collaborations with EveryMeal, Kids in Need, Tickets for Kids, and local food shelves, we help ensure that students' basic needs are met so they can fully engage in learning. Our partnership with the NSP Business Association strengthens our connection to the local community and expands opportunities for involvement and support. We are also proud to partner with Disney in the Schools to enhance arts programming and provide memorable performance experiences for our students. In addition, our relationships with Hill-Murray High School and Polar Ridge create meaningful opportunities for collaboration, mentorship, and expanded learning experiences. These strong partnerships reflect our commitment to surrounding our students and families with comprehensive community support.





In addition, NMFA benefits from ongoing coaching and guidance from MACS and MDE, which strengthens our instructional practices and leadership capacity. We are also supported by BrightWorks, whose expertise helps guide our improvement planning and data-driven decision-making. Together, this strong foundation of stability and external partnership ensures we are well-positioned for continued growth and success.



North Metro Flex Academy's leadership is committed to full implementation of the READ Act while strengthening support across all instructional tiers. At Tier 1, we ensure high-quality, evidence-based core instruction through the use of UFLI and other aligned curricula. At Tier 2, targeted interventions are provided through small group instruction and research-based programs such as IXL, Lexia, ADSIS, and Title I services. For Tier 3, we deliver intensive, individualized support through Special Education and English Language Learner services. This comprehensive, tiered approach ensures every student receives the level of support needed to achieve reading success.



Thank
You

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

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

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

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

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

Effective date: July 1, 2026

Expiration date: June 30, 2029

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

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

The School offers programs and services for students who have met special education eligibility in any of the thirteen disability areas identified in Minnesota Rules Chapter 3525. The School also follows requirements pertaining to districts special education responsibilities found in the United States Code, title 20, chapter 33, sections 1400 et seq., and Code of Federal Regulations, title 34, part 300.

After enrollment of each student, the School will proceed with the request for transfer documents including any assessment results and existing IEP or 504 plans for the students. After enrollment, in the initial registration form and conference with family, information will also be collected. The School will use a Special Needs "Child Find Process" continuously to identify, provide interventions for and if warranted, assess students for placement in Special Education and/504 services and develop the appropriate IEP.

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

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

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

504 Plans:

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

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

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

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

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

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

The primary purpose of North Metro Flex 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 96 points out of 140 points possible (68.57%) of the total Performance Framework points possible. Because the majority of points possible are based on Academic Performance Indicators, performance under the primary purpose of improving the learning, achievement, and success of all students is the most important factor in determining contract renewal. For a description of the Academic Performance Indicators see Item (3) of the Addendum to this Agreement: (3) A description of the School program and the specific academic and nonacademic outcomes that pupils must achieve.

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

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

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

The additional purposes of North Metro Flex Academy are to increase quality learning opportunities for all pupils and encourage the use of different and innovative teaching methods.

The Climate Performance Indicators are worth 12 of the total Performance Framework points possible (8.57%), the Governance Performance Indicators are worth 20 (14.29%), and the Finance Performance Indicators are worth 12 (8.57%). These indicators measure student attendance, parent satisfaction, student retention, legal compliance and fiscal health.

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

For a description of the Climate, 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.

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

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

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

School Closure Plan

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

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

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

	Responsible Party	Timeline for Completion	Actual Completion	Status
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;</p> <p>1) Individualized Education Programs and all records regarding special education and supplemental services, 2) student health and immunization records, 3) attendance records, 4) grades, 5) assessments/testing data, 6) credits earned, 7) MARSS numbers, and all other student records.</p> <p>If a student's record contains formal disciplinary records, provide notice to the student and student's parent/guardian that the records will be transferred as part of the student's educational record. This requires an individual file by file review. To the extent that scores will come into existence after the end of classes, arrangements must be made with the testing agent to forward such material to the new School.</p>	School			
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 an escrow account to cover closure costs. Segregate by School Board resolution in a separate checking account up to \$50,000 in funds to be used for legal, accounting, and other expenses to dissolve the School.	School			
Reconcile final General Education Aid amount.	School			
Track all Special Education expenditures (Special Education. information required during a School closure is essentially the same information that would be required during a Special Education Fiscal Monitoring visit).	School			
Track expense information (save all invoices) for federal Planning Grant; coordinate grant wrap-up with MDE liaison including submission of final Expenditure Report.	School			
Notify the landlord that during the wind-up of the School's affairs, it is anticipated that the School Board will use the School Facility, and access thereto should be maintained, even if only by advance notice in order to access assets, etc. In the event that the landlord sells or rents the School Facility before the winding up of the School's affairs, the School must relocate its business records and remaining assets to a location with operational telephone service and voice message capability, and maintain custody of business records until all business and transactions are completed, and the School corporation dissolved. Reconcile final Lease Aid amount.	School			

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

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

	Responsible Party	Timeline for Completion	Actual Completion	Status
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 plan describes what action the School is taking to address each area where the school did not meet Satisfactory level(s).

Please see the following pages for the plan to address outstanding obligations in financial performance.

North Metro Flex Academy Academic Achievement Plan

North Metro Flex Academy is committed to ensuring that all students demonstrate strong academic growth and proficiency in literacy and mathematics. Through data-driven instruction, targeted interventions, culturally responsive teaching practices, and strong family partnerships, the school will implement the following strategies to meet its NEO contract goals.

I. Early Literacy and Early Numeracy Goals

FastBridge earlyMath and earlyReading (Grades K-1)

To increase kindergarten and first-grade student performance on FastBridge earlyMath and earlyReading assessments, North Metro Flex Academy will:

- Implement evidence-based literacy and mathematics instruction aligned to Minnesota Academic Standards.
- Utilize FastBridge screening assessments three times per year to identify student strengths and areas of need.
- Conduct regular data team meetings (bi-weekly PLC meetings, weekly BARR meetings and weekly sped meetings) to review student progress and adjust instruction.
- Provide targeted intervention and enrichment through small-group instruction based on assessment results.
- Strengthen foundational literacy skills, including phonemic awareness, phonics, vocabulary, fluency, and comprehension. (Using Fishtank Literacy Program for K-8th grade, using UFLI for grades K-2, IXL and Lexia.)
- Increase opportunities for hands-on numeracy instruction focused on number sense, counting, operations, and mathematical reasoning. (Using Bridges Curriculum for grades K-5th grades and Illustrative for grades 6th - 8th, and utilizing IXL for math intervention and enrichment.)
- Provide ongoing professional development for teachers in Science of Reading practices and effective mathematics instruction.
- Engage families through regular communication, home learning resources, and family literacy and math activities.

II.A Attain Grade-Level Proficiency - All Students

MCA Math and MCA Reading (Grades 3-5)

To increase overall student proficiency on MCA assessments and perform competitively with state and resident district averages, North Metro Flex Academy will:

- Align curriculum, pacing guides, and instruction to Minnesota Academic Standards.
- Utilize formative, benchmark, and summative assessments to monitor student progress throughout the year.
- Analyze MCA and FastBridge data to identify instructional priorities and student learning gaps.
- Provide differentiated instruction and flexible grouping to meet diverse student needs.
- Implement intervention blocks focused on reading and mathematics skill development.
- Incorporate higher-order thinking, problem-solving, academic vocabulary, and text-based evidence into daily instruction.
- Provide extended learning opportunities, including tutoring, after-school enrichment, and summer learning support when available.
- Foster a positive school climate that promotes attendance, engagement, and academic success.

III.A Attain Grade-Level Proficiency - Free and Reduced-Price (FRP) Focus Group

MCA Math (Grades 3-5) and MCA Reading (Grades 3-6)

To improve achievement outcomes for students qualifying for Free and Reduced-Price Meals, North Metro Flex Academy will:

- Monitor academic performance data for FRP students throughout the school year.
- Provide targeted academic interventions based on identified needs.

- Ensure equitable access to instructional resources, technology, enrichment activities, and academic support services.
- Using Fishtank Literacy Program for K-8th grade, using UFLI for grades K-2, IXL and Lexia.
- Strengthen family engagement efforts through multilingual communication and family support resources.
- Collaborate with community partners to address barriers to learning and support student well-being.
- Use culturally relevant instructional practices that promote engagement and academic achievement.

III.C Attain Grade-Level Proficiency - English Learner (EL) Focus Group

MCA Math and MCA Reading (Grades 3-5)

To improve academic outcomes for English Learners, North Metro Flex Academy will:

- Provide designated and integrated English Language Development (ELL) instruction.
- Utilize language objectives alongside content objectives in all classrooms.
- Monitor student progress using ACCESS scores, FastBridge assessments, classroom data, and MCA results.
- Implement instructional strategies and academic language supports across all content areas.
- Provide targeted interventions for ELL students needing additional literacy and mathematics support.
- Strengthen communication and partnerships with multilingual families to support learning at home.
- Provide professional development to staff on effective instructional practices for multilingual learners.

III.E Attain Grade-Level Proficiency - Special Education (SPED) Focus Group

MCA Math and MCA Reading (Grades 3-5)

To improve proficiency rates for students receiving special education services, North Metro Flex Academy will:

- Ensure Individualized Education Program (IEP) goals are aligned with grade-level standards whenever appropriate.
- Provide specially designed instruction tailored to student needs and learning profiles.
- Use FastBridge, progress-monitoring tools, Capti-Read Basix, classroom assessments, and MCA data to inform instruction and intervention decisions.
- Increase collaboration between general education and special education staff through co-planning and co-teaching models.
- Implement evidence-based interventions in literacy and mathematics.
- Provide accommodations and supports that enable students to access grade-level curriculum and assessments.
- Monitor student growth frequently and adjust instructional supports based on progress data.
- Engage families as partners in supporting student achievement and IEP goal attainment.

Continuous Improvement Across All Goals

North Metro Flex Academy will utilize a continuous improvement process that includes:

- Three annual FastBridge benchmark assessments.
- Regular Professional Learning Community (PLC) meetings (bi-weekly) focused on student data.
- Ongoing progress monitoring for students receiving intervention services. (bi-weekly)

- Staff professional development aligned to literacy, mathematics, English Learner instruction, and special education best practices.
- Annual review of MCA, FastBridge, attendance, and student engagement data.
- Collaboration among teachers, interventionists, special education staff, ELL staff, administration, families, and community partners to ensure all students have the support needed to succeed.

These strategies reflect North Metro Flex Academy's commitment to providing a rigorous, supportive, and equitable educational experience that prepares all students for academic success and lifelong learning.

18. The Charter School Board membership roster.

See the following page.

North Metro Flex 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
Debra Kranz	dkranz@nmfamn.org	Ex-Officio Principal	N/A	N/A
Barbara Thomas Smith	bsmith@nmfamn.org	Member	Parent Member	7/1/2024 - 6/30/2027
Dave Isaacson	disaacson@nmfamn.org	Member	Teacher #398100 Expires 2027	7/1/2023 - 6/30/2027
Michael Leary	mike.leary@comcast.net, mleary@nmfamn.org	Board Chair	Community Member	7/1/2024-6/30/2026
Kyle Johnson	kjohnson@nmfamn.org	Treasurer	Teacher #486413 Expires 2026	7/1/2023 - 6/30/2027
Joe Palkowitsch	jpalkowitsch@nmfamn.org	Member	Parent Member	7/1/2024 - 6/30/2027

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

See the following page.

**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: North Metro Flex Academy
Date Filed: 01/09/2015
File Number: 805099600028
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.

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: North Metro Flex Academy

File Number: 805099600028

Minnesota Statutes, Chapter: 317A

This certificate has been issued on: 01/09/2015



Steve Simon
Secretary of State
State of Minnesota

Office of the Minnesota Secretary of State
Minnesota Nonprofit Corporation/Articles of Incorporation
Minnesota Statutes, 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:

North Metro Flex Academy

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

Name

Address:

Cindy Lavorato, Esq.

25 Paisley Lane Golden Valley MN 55422 USA

Article 3 INCORPORATOR(S):

Name:

Address:

Mark Kushner

c/o Cindy Lavorato, Esq. 25 Paisley Lane Golden Valley MN 55422

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: **Mark Kushner**

MAILING ADDRESS:

None Provided

EMAIL FOR OFFICIAL NOTICES:

cindy@edlaw.com

**ARTICLES OF INCORPORATION
OF
NORTH METRO FLEX ACADEMY**

The undersigned, for the purpose of forming a corporation under and pursuant to the provisions of Chapter 317 A of the Minnesota Statutes, known as the Minnesota Nonprofit Corporation Act, does hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME

The name of this incorporated association shall be NORTH METRO FLEX ACADEMY.

ARTICLE II - PURPOSE

This corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, 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.

The purpose of this corporation is to implement and operate one or more public charter schools pursuant to the Minnesota Charter Schools Act, Minnesota Statute § 124D.10.

ARTICLE III – EXEMPTION REQUIREMENTS

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

1. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.
2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Notwithstanding any other provisions of this document, the organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future tax code, or by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future tax code.

ARTICLE IV – MEMBERSHIP/BOARD OF DIRECTORS

This corporation shall have no members.

The management of the affairs of the corporation shall be vested in a Board of Directors, as defined by the corporation's Bylaws. No Director shall have any right, title, or interest in or to any property of the corporation. The powers, authorities and duties of said Board, the time and place of its meetings, and all other matters concerning the Board, subject to the provisions of applicable law and the other provisions of these articles, shall be prescribed in the Bylaws.

The number of Directors constituting the initial Board of Directors is five (5). Their names, addresses and initial term expiration date are as follows:

Hugh Norsted, 222 2nd St. S.E., #1102 Minneapolis, MN 55414-5168	(June 30, 2015)
David Rhude, M.D., 3505 St. Paul Avenue, Minneapolis, MN 55416	(June 30, 2015)
Michelle Ford, 4443 41st Ave. S. Minneapolis, MN 55406	(June 30, 2015)
Bob Schneider, 601 Carlson Pkwy, Suite 1050, Minnetonka, MN 55305	(June 30, 2016)
Nick Christensen 813 Moonlight Place Woodbury, MN	(June 30, 2016)

Upon term expiration, their successor terms or successors will be duly elected and qualified, or removed as provided in the Bylaws.

ARTICLE V - PERSONAL LIABILITY

No member, officer, or director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the members, officers, or directors be subject to the payment of the debts or obligations of this corporation.

ARTICLE VI – DURATION/DISSOLUTION

The period of duration of this corporation's corporate existence shall be perpetual until dissolution.

This corporation may be dissolved in accordance with the laws of the State of Minnesota. Upon dissolution of this corporation, unless any surplus property remaining after the payment of its debts is required by applicable law to be disposed of in accordance with the directives of the Minnesota Department of Education, any surplus property remaining after the payment of its debts shall be disposed by transfer to one or more other corporations, associations, institutions, trusts, or foundations organized and operated exclusively for one or more of the purposes of this corporation, and described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding section of any future federal tax code, or to the State of Minnesota or any political subdivision or agency thereof for exclusively public purposes, in such proportions as the board of directors of this corporation shall determine.

Notwithstanding any provision herein to the contrary, nothing herein shall be construed to affect the disposition of property and assets held by this corporation upon trust or other condition, or subject to an executory or special limitation, and such property upon dissolution of this corporation shall be transferred in accordance with the trust condition or limitation imposed with respect to it.

ARTICLE VII– REGISTERED OFFICE AND AGENT

The initial registered office of this corporation shall be at 25 Paisley, Lane Golden Valley, MN 55422, , or at such other location as may be determined by the Board of Directors.

The name of the initial registered agent of this corporation is Cindy Lavorato, Esq.

ARTICLE VIII- BYLAWS

Provisions for the regulation of the internal affairs of this corporation, except as provided in these Articles, shall be determined and fixed by the Bylaws of this corporation. The Board of Directors shall adopt initial bylaws for the governance of the corporation consistent with these Articles and with applicable law. After the initial bylaws have been adopted by the Board of Directors, neither the Articles nor the bylaws of this corporation may be amended except by a majority vote of all directors. The Board of Directors from time to time may make such other rules and regulations, not inconsistent herewith or the Bylaws, nor contrary to law, as maybe deemed necessary or expedient for the management of its affairs and to carry out the purposes of this corporation.

If required by applicable Minnesota law, the board may change its governance model only:
(1) by a majority vote of the board of directors and the licensed teachers employed by the school, including licensed teachers providing instruction under a contract between the school and a cooperative; and (2) with the authorizer's approval.

ARTICLE IX - INCORPORATORS

These Articles of Incorporation may be amended from time to time in the manner provided by law.

In witness whereof, the undersigned, has hereunto subscribed our names for the purpose of forming the corporation under the laws of the State of Minnesota and certify the execution of these Articles of Incorporation this 9th day of January 9, 2015

Mark Kushner, Esq.
c/o Cindy Lavorato, Esq.
25 Paisley Lane
Golden Valley MN 55422

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

Minnesota Statutes, Chapter 302A or 317A



Read the instructions before completing this form.

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

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

1. File Number:

2. Corporate Name: (Required)

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

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

Format: (mm/dd/yyyy)

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

ARTICLE

No member, officer, or director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the members, officers, or directors be subject to the the payment of the debts or obligations of this corporation in accordance with, and to the fullest extent permitted by, Minnesota Statutes, Section 317A.521 except as limited by 2024 Minnesota Statutes, Section 124 E.07, Subdivision 3(e)-(f) and any amendment hereto.

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

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

Signature of Authorized Person or Authorized Agent

Date

Email Address for Official Notices

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

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

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

Contact Name

Phone Number

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

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

Yes No

**ARTICLES OF INCORPORATION
OF
NORTH METRO FLEX ACADEMY**

The undersigned, for the purpose of forming a corporation under and pursuant to the provisions of Chapter 317 A of the Minnesota Statutes, known as the Minnesota Nonprofit Corporation Act, does hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME

The name of this incorporated association shall be NORTH METRO FLEX ACADEMY.

ARTICLE II - PURPOSE

This corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, 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.

The purpose of this corporation is to implement and operate one or more public charter schools pursuant to the Minnesota Charter Schools Act, Minnesota Statute § 124E.01 *et.seq.*10.

ARTICLE III - EXEMPTION REQUIREMENTS

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

1. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.
2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Notwithstanding any other provisions of this document, the organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future tax code, or by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future tax code.

ARTICLE IV - MEMBERSHIP/BOARD OF DIRECTORS

This corporation shall have no members.

The management of the affairs of the corporation shall be vested in a Board of Directors, as defined by the corporation's Bylaws. No Director shall have any right, title, or interest in or to any property of the corporation. The powers, authorities and duties of said Board, the time and place of its meetings, and all other matters concerning the Board, subject to the provisions of applicable law and the other provisions of these articles, shall be prescribed in the Bylaws.

The number of Directors constituting the initial Board of Directors is five (5). Their names, addresses and initial term expiration date are as follows:

Hugh Norsted, 222 2nd St. S.E., #1102 Minneapolis, MN 55414-5168	(June 30, 2015)
David Rhude, M.D., 3505 St. Paul Avenue, Minneapolis, MN 55416	(June 30, 2015)
Michelle Ford, 4443 41st Ave. S. Minneapolis, MN 55406	(June 30, 2015)
Bob Schneider, 601 Carlson Pkwy, Suite 1050, Minnetonka, MN 55305	(June 30, 2016)
Nick Christensen 813 Moonlight Place Woodbury, MN	(June 30, 2016)

Upon term expiration, their successor terms or successors will be duly elected and qualified, or removed as provided in the Bylaws.

ARTICLE V - PERSONAL LIABILITY

No member, officer, or director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the members, officers, or directors be subject to the payment of the debts or obligations of this corporation.

ARTICLE VI - DURATION/DISSOLUTION

The period of duration of this corporation's corporate existence shall be perpetual until dissolution.

This corporation may be dissolved in accordance with the laws of the State of Minnesota. Upon dissolution of this corporation, unless any surplus property remaining after the payment of its debts is required by applicable law to be disposed of in accordance with the directives of the Minnesota Department of Education, any surplus property remaining after the payment of its debts shall be disposed by transfer to one or more other corporations, associations, institutions, trusts, or foundations organized and operated exclusively for one or more of the purposes of this corporation, and described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding section of any future federal tax code, or to the State of Minnesota or any political subdivision or agency thereof for exclusively public purposes, in such proportions as the board of directors of this corporation shall determine. Notwithstanding any provision herein to the contrary, nothing herein shall be construed to affect the disposition of property and assets held by this corporation upon trust or other condition, or subject to an executory or special limitation, and such property upon dissolution of this corporation shall be transferred in accordance with the trust condition or limitation imposed with respect to it.

ARTICLE VII - REGISTERED OFFICE AND AGENT

The initial registered office of this corporation shall be at 25 Paisley, Lane Golden Valley, MN 55422, , or at such other location as may be determined by the Board of Directors.

The name of the initial registered agent of this corporation is Cindy Lavorato, Esq.

ARTICLE VIII - BYLAWS

Provisions for the regulation of the internal affairs of this corporation, except as provided in these Articles, shall be determined and fixed by the Bylaws of this corporation. The Board of Directors shall adopt initial bylaws for the governance of the corporation consistent with these Articles and with applicable law. After the initial bylaws have been adopted by the Board of Directors, neither the Articles nor the bylaws of this corporation may be amended except by a majority vote of all directors. The Board of Directors from time to time may make such other rules and regulations, not inconsistent herewith or the Bylaws, nor contrary to law, as maybe deemed necessary or expedient for the management of its affairs and to carry out the purposes of this corporation.

If required by applicable Minnesota law, the board may change its governance model only:
(1) by a majority vote of the board of directors and the licensed teachers employed by the school, including licensed teachers providing instruction under a contract between the school and a cooperative; and (2) with the authorizer's approval.

ARTICLE IX - INCORPORATORS

These Articles of Incorporation may be amended from time to time in the manner provided by law.

In witness whereof, the undersigned, has hereunto subscribed our names for the purpose of forming the corporation under the laws of the State of Minnesota and certify the execution of these Articles of Incorporation this 9th day of January 9, 2015

Mark Kushner, Esq.
c/o Cindy Lavorato, Esq.
25 Paisley Lane
Golden Valley MN 55422

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

See the following pages.

BYLAWS

North Metro Flex Academy

As of January 9, 2015
Revised October 15, 2018
Revised January 16, 2019
Revised April 22, 2020
Revised November 18, 2021
Revised June 17th, 2025

**BYLAWS
OF
North Metro Flex Academy
(the “Corporation” or “School”)**

**ARTICLE I
NAME AND PURPOSE**

The name of this nonprofit Corporation is North Metro Flex Academy.

The purposes of the nonprofit Corporation are as stated in its Articles of Incorporation.

**ARTICLE II
OFFICES**

The registered office of the Corporation in the State of Minnesota is as stated in the Articles of Incorporation. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

**ARTICLE III
MEETINGS**

Section 1. Annual Meeting. The annual organization meeting of the Board of Directors (“Board”) shall take place in May of each year or as designated by the Board. Notice of the annual meeting of the Corporation shall be by official posting on the school website and posting at the school site. Such notice shall contain the date, time and place of the meeting.

Section 2. Regular Meetings. Regular meetings of the Board shall be held monthly or as according to a board-approved schedule.

Section 3. Special Meetings.

(a) Special meetings of the Board may be called at any time, for any purpose, by the President or at least two Directors. The Board shall cause to be posted written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the School.

(b) The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings with the School. This notice shall be posted and mailed, emailed or delivered at least three days before the date of the meeting.

The notice shall be accompanied by an agenda which shall specifically state the purpose of the special meeting.

Section 4. Emergency Meetings.

(a) An emergency meeting may be called because of circumstances that, in the judgment of the Board, require immediate consideration by the Board. Under such circumstances, the cause must be clearly identified in the agenda, and notification must be given to all board members.

(b) Notice of the emergency meeting shall be given by telephone or by any other method used to notify the members of the school. Posted or published notice of an emergency meeting is not required.

(c) For an emergency meeting, the School shall make good faith efforts to provide notice of the meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number. Such notice shall be provided as soon as reasonably practicable after notice has been given to the members.

Section 5. Quorum and Adjourned Meeting. A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any such meeting, the Director or Directors present thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present. The existence of a quorum is determined when a duly called meeting is convened.

Section 6. Voting. The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the Board.

Section 7. Open Meeting Law. All Board of Director meetings and committee meetings of the Board of Directors, and notice of all such meetings, shall comply with the Open Meeting Law.

ARTICLE IV **BOARD OF DIRECTORS**

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board. Except as limited by the Articles of Incorporation, these Bylaws, Minn. Stat. §124E.01 *et seq.*, and by other applicable law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

Section 2. Number, Tenure, and Qualifications.

(a) Number. The Board shall consist of at least five and no more than eleven voting members.

(b) Tenure. Subject to clause (a) above, the Board may, by a majority vote of the Board members, appoint additional members. The Board may provide for staggered terms of board members.

(c) Voting Members. If the number of voting Board members is to be increased from that allowed in clause (a) above, the Board shall announce the numbers of seats at least one year prior to the election for those seats.

(d) Qualifications.

(i) Related Parties Prohibited. The Board membership shall not contain any related parties, as defined by Minn. Stat. §124E.02 (g).

(ii) Governance Structure. Consistent with Minn. Stat. §124E.07 subd.4, Board membership will adhere to the following governance structure:

a. For as long as required by Minnesota law, the Ongoing Board of Directors shall be comprised of at least one Minnesota licensed teacher employed at the school and providing instruction, at least one parent/legal guardian of a child enrolled at the school, and at least one community member who is neither employed at the school nor has a child enrolled at the school. Teachers employed at the school may not comprise a majority of the board.

*The school board structure will have no clear majority of either teachers, community members, or parents.

b. A teacher employed by the school who is also the parent of a currently enrolled student is eligible to serve in a teacher-designated Director position but is not eligible to serve in a parent-designated Director position.

c. To be eligible to serve as a licensed teacher on the charter school board, an individual must meet all of the following criteria:

1. Be employed by the school or provide a minimum of 720 hours of service annually under a contract between the school and a teacher cooperative;
2. Be a qualified teacher as defined in Minnesota Statutes section 122A.16, either serving as a teacher of record in a licensed field or providing licensed services to students; and
3. Not serve in an administrative or supervisory role for more than 240 hours during the school calendar year.

d. A person who fills a community member-designated Director position and who, during his or her Board term, becomes employed at the school or a parent of a child enrolled at the school shall be deemed ineligible to serve on the Board as of the date of such employment or enrollment unless elected as a regular Board member.

e. A parent who fills a parent-designated Director position and whose child is unenrolled from the school during his or her term shall be deemed ineligible to serve on the Board as of the date of such unenrollment.

f. A parent Director may not be an employee of the school, per Minn. Stat. §124E.07 subd. 3.

g. The Board may change its governance structure only by:

- (i) a majority vote of the Board of Directors and a majority vote of the licensed teachers employed by the school as teachers, including licensed teachers providing instruction under a contract between the school and a cooperative; and
- (ii) with the authorizer's approval.

(iii) Conflict of Interest and Ineligibility

a. **Contractors and Related Parties**
A contractor providing facilities, goods, or services to the school must not serve on the Board of Directors. Additionally, an individual is ineligible to serve on the Board if:

- 1. The individual, an immediate family member, or a partner is a full or part owner, or principal with a for-profit or nonprofit entity or independent contractor that contracts with the school, either directly or indirectly; or
- 2. An immediate family member is an employee of the school.

An individual may serve on the Board if no conflict of interest exists under this provision and in compliance with applicable law.

b. **Consequences of Violations**
A violation of the above conflict of interest provision renders the contract voidable at the option of the Commissioner or the charter school's Board of Directors. Any Board member who violates this provision is personally liable to the school for any resulting damage.

c. **Authorizer Role Conflict**
Any employee, agent, contractor, or Board member of the school's authorizer who participates in the review, approval, oversight, evaluation, renewal, or nonrenewal of the school is ineligible to serve on the Board of Directors of that school.

d. **Service on Multiple Boards**
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. The only exception is for an administrator serving more than one school under Minn. Stat. §124E.12, Subd. 2, Paragraph (f), who may serve as an ex-officio member on each Board.

Section 3. Board Member Elections. The Board shall notify eligible voters of the Board election dates for Board members at least 30 days before the election. Board elections shall be held during the school year but may not be conducted on days when the school is closed for holidays or vacations.

- a. In the event that a world-wide pandemic is declared, the Board's voting procedures may be superseded as follows:
 - (i) The Board will hold a meeting at which time they will determine whether to supersede existing voting bylaws and/or policies and instead hold the election electronically or by paper ballot. The date for the election will be announced at this meeting and must be held when the school is virtually in session.
 - (ii) If the voting is to be done electronically, the Board will select an electronic voting tool as an alternative method for voting. The voting tool selected will feature an auditing process to ensure that votes are tallied in a fair, transparent and accountable manner,
 - (iii) At this meeting, the Board may also determine to delay the time for the election until the fall of the following school year.
 - (iv) All eligible voters will be notified by email, other electronic methods, or through the US mail address on file 30 days before the election is to take place that the election will be conducted through either (a) an electronic voting platform or (b) by paper ballots. The date(s) for the election will be included in this notification.
 - (v) On the voting date(s) established by the Board, and if the Board determines to use electronic voting, the Board will send electronic ballots to voters with instructions. Those ballots will be counted as provided by the voting tool selected by the Board.
 - (vi) On the voting date(s) established by the Board, and if the Board determines to use paper ballots, the Board will notify all eligible voters of the procedure to follow.
 - (vii) At the end of the periods established above, an outside independent party will tally the votes and notify the Board of the election results.

Section 4. Eligible Voters. If required by Minnesota law, parents/legal guardians and employees may be eligible to vote for Board members. In that case, each parent and legal guardian of a child enrolled at the school and each employee of the school shall have the right to exercise one (1) vote for its Board candidates. Members of the Board of Directors and a parent/legal guardian of a child enrolled at the school who is also employed at the school shall have the right to exercise one (1) vote.

Section 5. Resignation and Removal. Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board President or the Secretary of the Corporation and shall be effective at the time specified therein, or if no time is

specified, at the time of its receipt by the President or Secretary. The acceptance of such resignation shall not be necessary to make it effective. A Director may be removed at any time, by a two-thirds (2/3) majority vote of all remaining Directors of the Corporation.

Section 6. Filling Vacancies. Unless otherwise provided by Minn. Stat. §317A.227, vacancies on the Board caused by death, disqualification, resignation, disability, removal or such other cause shall be filled by appointment of a new Director by the affirmative vote of a majority of the remaining Directors, even if less than a quorum. A Director filling a vacancy shall hold office until the end of the fiscal year, or until his or her successor has been duly elected and qualified.

Section 7. Compensation. Directors shall not receive compensation for their services as a Director, but nothing in these Bylaws shall be construed to preclude a teacher Director from serving the Corporation as an employee and receiving compensation, therefore. In addition, the Directors of this Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to this Corporation, as the Board from time to time determines such services to be directly in furtherance of the purposes and in the best interest of the Corporation.

Section 8. Presence at Meetings. Members of the Board or of any committee, as applicable, may participate in a meeting of the Board or any committee by means of telephone or similar electronic communications if all of the following conditions are met:

- (a) All Board members, wherever physically located, can hear one another and all discussion and testimony,
- (b) All members of the public at the regular meeting location can hear all discussion and testimony and all votes, unless attendance at the regular meeting location is not feasible due to the health pandemic or emergency declaration,
- (c) At least one Board member, legal counsel, or chief administrator is physically present at the regular meeting location, unless unfeasible due to a health pandemic or emergency declaration, and
- (d) All votes are conducted by roll call, so that each Board member's vote on each issue can be identified and recorded.
- (e)

Section 9. Public Posting of Board Materials To comply with Minn. Stat. §124E.07, Subd. 8, the Corporation shall maintain the following on its official school website:

1. Board and Committee Meeting Minutes
 - (a) Approved minutes of all Board and Board-delegated committee meetings
 - (b) Posted within 30 days of board approval or the next regularly scheduled meeting
 - (c) Maintained online for at least 365 days from publication
2. Board and Committee Contact Information

- Names and contact information for all members of the Board of Directors and committee members with board-delegated authority

3. Authorizer Contact Information

- The name and contact information of the school's current authorizer, also included in other school communications and public materials

Section 10. Board Committees. The Board of Directors may, by resolution passed by a majority vote of a quorum of the Board of Directors, designate, define authority of, set the number and determine the identity of members of one or more committees. Committee members must be natural persons but need not be members of the Board of Directors. The Board may, by similar vote, designate one or more alternate members of any committee who may replace any absent or disqualified member of any meeting of the committee.

(a) Authority of Committees. All committees shall make recommendations to the Board. No committee shall have the authority to act on behalf of the Board.

(b) Procedures for Conducting Committee Meetings. The activities of all committees of this Corporation shall be conducted in such manner as will advance the best interest of the Corporation. Each committee shall fix its own rules of procedure and other regulations which shall be consistent with the Articles of Incorporation, these Bylaws and the policies of the Corporation. The Board President shall be an ex-officio non-voting member of all committees unless the President serves as a member of such committee.

(c) Limitation on Authority of Committees. Each committee shall be under the direction and control of the Board and shall keep regular minutes of its proceedings, and all action of each committee shall be reported to the Board of Directors and shall be subject to revision and alteration by the Board.

(d) Committee Establishment. The Board may establish committees by majority vote of Board membership.

Section 11. Conflict of Interest. A Conflict-of-Interest Policy will be established by the Board of Directors that is consistent with Minn. Stat. §124E.14.

Section 12. Board Duties and Oversight Responsibilities

In accordance with Minn. Stat. §124E.07, Subd. 6, the Board of Directors shall be responsible for all policy matters and major operational decisions of the school, including but not limited to:

1. Budgeting and financial oversight;
2. Curriculum and program direction;
3. Personnel decisions, including employment and evaluation;

4. Adoption and oversight of operating policies and procedures.

The Board shall adopt and annually review personnel evaluation policies and practices that at a minimum:

- (a) Align with the school's mission and goals;
- (b) Evaluate implementation of charter contract goals;
- (c) Evaluate student achievement and engagement metrics, including readiness for postsecondary education or the workforce;
- (d) Establish a process for teacher evaluation as required under Minn. Stat. §124E.03, Subd. 2(h); and
- (e) Provide job-specific professional development for staff.

The Board must also adopt a nepotism policy consistent with statute to prohibit conflicts in hiring or evaluation of immediate family members.

Section 13. In accordance with Minn. Stat. §124E.07, Subd. 7:

(a) Every charter school Board member and any nonvoting ex-officio member (e.g., school director) must complete board training on the following topics:

- 1) Roles and responsibilities of charter school boards;
- 2) Open meeting law and data practices;
- 3) Employment policies and practices;
- 4) Charter school finance and funding;
- 5) Student achievement, accountability, and school performance.

(b) New Board members must complete initial training in:

- 1) Board responsibilities, open meeting law, and data practices law *before beginning their term*; and
- 2) Employment law, finance, and student performance *within 12 months* of taking office.

Failure to complete training within 12 months shall result in automatic ineligibility to continue service, and ineligibility to be elected or appointed to a charter school board for a period of 18 months.

(c) All Board members must participate in annual training thereafter, based on a documented training needs assessment conducted by the Board.

(d) The school shall cover all training costs and include a report of completed board trainings in its Annual Report. All training must be certified by the training provider.

(e) The Board shall conduct an annual self-assessment of its performance, and the results shall be documented in the school's Annual Report.

ARTICLE V **OFFICERS**

Section 1. Number and Election.

(a) Number of Officers. The officers of this Corporation shall consist of a President/Chairperson, Treasurer, Secretary, and such other officers as the Board of Directors shall determine from time to time.

(b) Election of Officers and Term. The officers of the Corporation shall be elected by the Board for the lesser of a one (1) year term or the remaining unexpired term of the Director.

(c) The term of office for each board officer shall begin on July 1 and may not exceed four consecutive terms

Section 2. Vacancies. A vacancy in any office of this Corporation occurring by reason of death, disqualification, resignation, or removal shall be elected by a majority vote of the Board for the remaining unexpired term of the office.

Section 3. President/Chairperson. The President shall:

- (a) Exercise the functions of the Office of the President of the Corporation;
- (b) Preside at all meetings of the Board;
- (c) Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation as directed by the Board;
- (d) Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts, checks or other instruments requiring an officer's signature, unless otherwise directed by the Board;
- (e) Have the general powers and duties usually vested in the office of the president and;
- (f) Have such other powers and perform such other duties as are prescribed by Minn. Stat. § 317A.305 and as the Board may from time to time prescribe.

Section 4. Treasurer. The Treasurer shall facilitate the Board's financial oversight responsibilities and shall:

- (a) Provide direction for the oversight of the school's record keeping and accounting policies;

- (b) Ensure the presentation of timely and meaningful financial reports to the Board;
- (c) Ensure the development of the annual budget and its submission to the Board for its approval;
- (d) Oversee development and Board review of financial policies and procedures;
- (e) Sign and deliver, in the name of the Corporation, checks or other instruments requiring an officer's signature, unless otherwise directed by the Board;
- (f) Lead the board in assuring compliance with federal, state and other financial reporting requirements;
- (g) Present the recommendation of the auditor to the Board for their approval; and,
- (h) Perform such other duties and have such other powers as may from time to time be prescribed by the Board.

Section 5. Secretary. The Secretary shall provide direction for the keeping of legal documents and shall:

- (a) Certify and keep at the office of the Corporation the current Bylaws and Board-approved policies;
- (b) Keep at the office of the Corporation a book of minutes of all meetings of the Board and committees;
- (c) Present, for approval by the Board, copies of the minutes of meetings of the Board;
- (d) Ensure that all meeting notices are duly given in accordance with the provisions of the Bylaws or as required by law;
- (e) Serve as the general protocol officer of the Board, ensuring that all procedural requirements are followed legally and ethically; and
- (f) Perform such other duties as may be prescribed by the Board of Directors.

Section 6. Management and Administrative Employees. The Corporation may have such management and administrative employees as the Board of Directors deems necessary.

Section 7. Compensation. The employees of the Corporation may be paid such reasonable compensation, if any, for their services rendered to the Corporation in such capacity, and may be reimbursed for reasonable out-of-pocket expenses, as the Board of Directors from time to time determines to be directly in furtherance of the purposes and in the best interests of the Corporation.

Section 8. Bond. The Board of Directors of this Corporation shall from time to time determine which, if any, of the officers, agents or employees of this Corporation shall be bonded and the amount of each bond.

Section 9. Removal of Officer. An officer may be removed at any time, by the vote of a majority of a quorum of the Board of Directors at any regular meeting or at a special meeting called for the purpose of considering the removal of an officer.

Section 10. Resignation. Any officer may resign at any time. Such resignation shall be made in writing to the President or Secretary of the Corporation and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

ARTICLE VI
DISTRIBUTION OF ASSETS

Section 1. Right to Cease Operations and Distribute Assets. By a two-thirds (2/3) majority vote of all directors, the Board of Directors may resolve that the Corporation Cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of the Corporation to perform all acts necessary to effect dissolution. Written notice as required by the Bylaws shall state that the purpose of the meeting shall be to vote upon the dissolution of the Corporation. A resolution to dissolve the Corporation shall be approved only upon the affirmative vote of majority of the Board of Directors. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

Section 2. Cessation and Distribution. When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause the Corporation to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all the Corporation's assets to other entities in accordance with Minn. Stat. §317A.735 and in accordance with the Articles of Incorporation and the contract with the Board's authorizer. Notice of intent to dissolve shall be filed with the Secretary of State pursuant to Minnesota Statutes, Section 317A.723.

ARTICLE VII
INDEMNIFICATION

Section 1. Indemnification. Each director, officer and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation, as a director, officer, partner, trustee, employee, representative or agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation *in compliance with MN Statutes, 124E.07 Subd. 3(e)-(f) and any amendment thereto.* The Corporation shall not be obligated to indemnify any other person or entity except to the extent such obligation shall be specifically approved by resolution of the Board of Directors. The Board or its designee shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law. This Section is and shall be for the sole and exclusive benefit of the individuals designated herein and no individual, firm or entity shall have any rights under this Section by way of assignment, subrogation or otherwise, whether voluntarily, involuntarily or by operation of law.

Section 2. Insurance. The Corporation may purchase insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, against any liability asserted against and incurred by such person in his or her official capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against liability under Minn. Stat. § 317A.521, the Articles of Incorporation or these Bylaws.

ARTICLE VIII
AMENDMENTS TO BYLAWS

The Bylaws may be amended, altered, or repealed and new Bylaws adopted, upon proper notice and a majority vote of the Board of Directors.

ARTICLE IX
FINANCIAL MATTERS

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Corporation to sign any contract or execute and deliver any instrument in the name and on behalf of the Corporation if such contract is allowed by law. All contracts can be reviewed for final approval by the Board if requested by the Board. Unless so authorized by the Board or these Bylaws, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or to render it financially liable for any purpose or to any amount.

Section 2. Budgets. The annual budget of estimated income, income expense and capital expense shall be approved by the Board. The School shall not deviate in any material respect from the annual budget approved by the Board unless consent to such deviation is granted by the Board.

Section 3. Loans and Pledges. No loans shall be contracted nor pledges or guarantees given on behalf of the Corporation unless specifically authorized by the Board.

Section 4. Authorized Signatures. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by the President/Chairperson and/or the Treasurer and in such manner as shall from time to time be determined by the Board or these Bylaws.

Section 5. Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may designate and shall be disbursed under such general rules and regulations as the Board may from time to time determine.

Section 6. Corporate Seal. The Corporation shall not have a corporate seal.

Section 7. Documents Kept at Registered Office. The Board shall cause to be kept at the registered office of this Corporation original or copies of:

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

Section 8. Accounting System and Audit.

- (a) The Board shall cause to be established and maintained, in accordance with generally accepted standards of fiscal management for a public charter school applied on a consistent basis, an appropriate accounting and financial reporting system for the Corporation.

(d) Articles of Incorporation and Bylaws of this Corporation and all amendments and restatements thereof.

Section 8. Accounting System and Audit.

(a) The Board shall cause to be established and maintained, in accordance with generally accepted standards of fiscal management for a public charter school applied on a consistent basis, an appropriate accounting and financial reporting system for the Corporation.

(b) The Board shall cause the records and books of account of the Corporation to be audited at least once each fiscal year and at such other times as it may seem necessary or appropriate and may retain such person or firm for such purposes as it may deem appropriate.

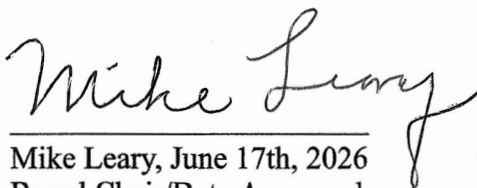
(c) Audits shall be conducted in compliance with Generally Accepted Governmental Auditing standards, the federal Single Audit Act, if applicable, and Minn. Stat. § 6.65. A charter school is subject to and must comply with Minn. Stat. §§ 15.054 Stat. 118A.01; 118A.02; 118A.03; 118A.04; 118A.05; 118A.06; 471.38; 471.391; 471.392; and 471.425.

(d) The audit must comply with the requirements of Minn. Stat. §§ 123B.75 to 123B.83, except to the extent deviations are necessary because of the program at the School. Deviations shall be approved by the commissioner and the school's authorizer.

ARTICLE X
MISCELLANEOUS

Section 1. Gender References. All references in these Bylaws to a party in the masculine shall include a feminine and neuter.

Section 2. Plurals. All references in the plural shall, where appropriate, include the singular and all references in the singular shall, where appropriate, be deemed to include the plural.


Mike Leary, June 17th, 2026
Board Chair/Date Approved

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

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

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

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

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

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

Comprehensive Management Services

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

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

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

Required Service Management Organization Contract Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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