

SCHOOL AUTHORIZER CONTRACT

between
Novation Education Opportunities
3432 Denmark Avenue Suite #130 Eagan, MN 55123
Urban Academy
1668 Montreal Avenue St. Paul, MN 55116

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

SECTION 1. TERMS OF AGREEMENT.

- 1.1 Effective date: July 1, 2024
- 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 Individualized Education Program ("IEP").
 - 3.2.4. Identifying Goals and Performance Indicators. The School and the Authorizer agree that the School's operation under the Agreement shall be measured by the School performance indicators set forth in this Agreement including academic outcomes for individual students and for the School as a whole, and standards for governance, financial management, and School operation. Academic outcomes will be assessed using multiple indicators as defined in the School's Performance Framework.

- 3.2.4.1. The School will measure the students' academic levels of performance and the School will provide the Authorizer this information as baseline data for the purpose of defining academic and nonacademic outcomes to measure School performance as described in the Agreement. Program goals must meet requirements for teacher evaluation and peer review and address staff development efforts, student attendance, student retention, and graduation rates (in the high schools). The School program and specific academic and nonacademic outcomes that pupils must achieve will be clearly defined by the Performance Indicators in the School's Performance Framework and Implementation Guide and will be used as the basis for contract renewal decisions.
- 3.2.5. Annual Report(s). The School will file an Annual Report with the Authorizer per Minn. Stat. §124E that contains all information required by the Authorizer and the Education Commissioner. The Annual Report will be filed by due dates identified in Charter Law. The Authorizer will review the Annual Report and may provide written comment to the School as necessary to support the School with compliance. The School will publish and/or submit all other reports, including but not limited to the Comprehensive Achievement and Civic Readiness Report, Plan, and Summary as required by the Education Commissioner.
- 3.2.6. Annual Report Dissemination. The School will disseminate the Annual Report to the families of students attending the School and post the report on the School's website.
- 3.2.7. If the state requires the School to develop and implement an educational improvement plan that could be a School Improvement Plan for example, the School will provide NEO a copy of its educational improvement plan not later than October 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 PK-8.
- 4.1.9. Enrollment and Grade Level Expansion. The School will not expand to a new site or new grade levels beyond the grade levels identified in the Agreement without application to and approval by the Authorizer and the Education Commissioner, consistent with Minn. Stat. §124E.

SECTION 5. AUTHORIZER FEES

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

SECTION 6. OPERATING REQUIREMENTS

6.1. Governance

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

- 6.1.7. Authorization of Employment. The Charter School Board will employ and contract with necessary teachers, as defined by Minn. Stat.§122A.06, who hold valid teaching licenses issued by the State to perform the particular service for which they are employed at the School.
- 6.1.8. Non-Licensed Personnel. The Charter School Board or its delegate may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching, and may contract for other services.
- 6.1.9. Collective Bargaining. If employees of the School choose to engage in collective bargaining, the School will comply with Minnesota Statutes Chapter 179A, the Public Employment Labor Relations Act ("PELRA").
- 6.1.10. Charter School Board Training. The Charter School Board will participate in training regarding board governance, finance and operations consistent with Minn. Stat.§124E. The Charter School Board will submit its plan for training to the Authorizer, if requested, and attend training reasonably required by the Authorizer. The School shall report in its School's annual report the training attended by each board member the previous year.
- 6.2. School Calendar. School Calendar is established by April 30 each year and shows an adequate number of instructional hours in compliance with Minn. Stat.§120A.41.
- 6.3. Non-Sectarian Operation. The School will be non-sectarian in its program, admission policies, and employment practices, and for all other purposes.
- 6.4. Tuition and Fees. The School will not charge residents of Minnesota tuition for admission to the School. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by applicable law. The School will comply with the Minnesota Public School Fee Law in this regard, Minn. Stat.§§123B.34 to 123.39.
- 6.5. Home School Students. The School will not be used as a method of generating revenue for students who are being home Schooled pursuant to Minn. Stat.§120A.22.
- 6.6. Admissions
 - 6.6.1. Limits. The School may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, nor may it condition admission on criteria or take any action that would violate the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.
 - 6.6.2. Applications. The School will enroll an eligible pupil who submits a timely application, unless the number of applicants exceeds the capacity of the program, class, or grade level. In such cases, selection shall be by lottery pursuant to the Charter Law, Minn. Stat.§124E. A student continuing for the next year will remain enrolled for the next year without re- application.
- 6.7. Reporting to the Authorizer.
 - 6.7.1. Reports. The School will file reports with the Authorizer regarding enrollment, the program, and financial status of the School. The financial reports must contain budget and actual revenue and expenses (by year-to-date), as well as cash-flow statements, check register, gifts and donations, and fiscal year-end fund balance projections. The financial reports will also include the total dollar amount of unpaid accounts payable more than thirty days past due with an explanatory note for the total amount of any such past due amounts disputed by the School, if applicable; and the current average daily membership of the School. The School will file copies of inspections or findings with the Authorizer that can materially impact the operation of the School.

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

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

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

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

SECTION 7. AUTHORIZER'S DUTIES.

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

SECTION 8. TERMINATION BY AUTHORIZER FOR CAUSE.

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

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

SECTION 9. NON-RENEWAL AND VOLUNTARY TERMINATION.

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

SECTION 10. GENERAL TERMS


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

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

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

Novation Education Opportunities

By:


Signature


Wendy Swanson Choi
Print Name

Executive Director
Title

June 30, 2024
Date

Urban Academy

By:


Signature

Melissa Jensen
Print Name

Board Chair
Title

REVISION (If Applicable)

Novation Education Opportunities

By:



Signature

Wendy Swanson Choi

Print Name

Executive Director

Title

June 30, 2025

Date

Urban Academy

By:



Signature

Melissa Jensen

Print Name

Board Chair

Title

ADDENDUM TO THE CONTRACT

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

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

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

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

The primary purpose of Urban 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

Urban 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) Measure learning outcomes and create different and innovative forms of measuring outcomes.
- 4) Establish new forms of accountability.
- 5) Create new professional opportunities for teachers.

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

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

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

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

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

Urban Academy Charter School is a charter school that serves urban learners in grades K-8 and a free, pre-kindergarten instructional program.

The mission of Urban Academy is to work in partnership with urban parents to provide an opportunity for every child to meet or exceed their individual potential in basic academic and life skills by utilizing research-proven methods in a safe, structured, and respectful community. Urban Academy utilizes curriculum that recognizes and celebrates diversity.

The vision is to create a learning community that inspires, challenges, and enhances every student's innate ability to succeed.

To improve student learning and achievement Urban Academy Charter School students are assessed for learning and growth through multiple Academic measures; including state tests and the nationally normed NWEA assessments.

The classroom teachers also assess students in class and results are shared as a staff to improve and find out how to best address that student's learning goals. Teachers use the information from formative and summative assessments to set useful measurable learner goals to improve all pupil learning and all student achievement.

The mission of the school stems from the belief that quality education for urban students will lead to a productive future and end the cycle of poverty in the students' lives. This belief extends beyond academic education as the school works to instill community-based values such as nonviolence, respect, responsibility, accountability, and social reliability.

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

Novation Education Opportunities- Urban Academy Charter School Performance Framework	
Urban Academy Charter School	
Date of Last Update/Review:	
Contract Term: July 1, 2024 - June 30, 2029	
Baseline Year Results: 2019-2024	
Charter Number: 4088	
Initial Year of Operation: 2003	

These are the Academic Performance Indicators. They are 56.00% of the points possible.

I. All Children are Ready for School

I.A Early Literacy and Early Numeracy Goals

Performance Rating	Work Sampling System- Early Math Criteria Goals (Grade Pre-K)			Point Value	Points Earned
Exemplary	More than 75 percent of pre-kindergarten students meet or exceed the ready for kindergarten benchmark.			4	
Satisfactory	60-75 percent of pre-kindergarten students meet or exceed the ready for kindergarten benchmark.			2	
Not Satisfactory	Less than 60 percent of pre-kindergarten students meet or exceed the ready for kindergarten benchmark.			0	
Results	Year	Students Meeting or Exceeding Kindergarten Benchmark	Total Students Tested	Percent of Students Meeting or Exceeding Kindergarten Benchmark	
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
Analysis					
Performance Rating	Work Sampling System- Early Reading Criteria Goals (Grade Pre-K)			Point Value	Points Earned
Exemplary	More than 75 percent of pre-kindergarten students meet or exceed the ready for kindergarten benchmark.			4	
Satisfactory	60-75 percent of pre-kindergarten students meet or exceed the ready for kindergarten benchmark.			2	
Not Satisfactory	Less than 60 percent of pre-kindergarten students meet or exceed the ready for kindergarten benchmark.			0	
Results	Year	Students Meeting or Exceeding Kindergarten Benchmark	Total Students Tested	Percent of Students Meeting or Exceeding Kindergarten Benchmark	
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	State Percent Proficient
	Baseline 2018-2023	119	546	21.79%	49.93%
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	State Percent Proficient
	Baseline 2018-2023	180	545	33.03%	53.19%
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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 proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	St Paul Percent Proficient
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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 proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	St Paul Percent Proficient
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	State Percent Proficient
	Baseline 2018-2023	119	546	21.79%	29.59%
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	State Percent Proficient
	Baseline 2018-2023	180	545	33.03%	34.84%
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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 proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	St Paul Percent Proficient
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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 proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	St Paul Percent Proficient
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	State Percent Proficient
	Baseline 2018-2023	53	321	16.51%	15.90%
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	State Percent Proficient
	Baseline 2018-2023	70	321	21.81%	13.26%
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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 proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	St Paul Percent Proficient
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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 proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	St Paul Percent Proficient
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
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	Growth on NWEA MAP- Math Targets (Grades 1-8)			Point Value	Points Earned
Exemplary	More than 60 percent of students below grade level make their NWEA expected growth target.			4	
Satisfactory	50-60 percent of students below grade level make their NWEA expected growth target.			2	
Not Satisfactory	Less than 50 percent of students below grade level make their NWEA expected growth target.			0	
Results	Year	Students Below Grade Level Meeting or Exceeding NWEA MAP Growth Target	Total Students Below Grade Level Tested	Percent Below Grade Level Meeting or Exceeding NWEA MAP Growth Target	
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
Analysis					
Performance Rating	Growth on NWEA MAP- Reading Targets (Grades 1-8)			Point Value	Points Earned
Exemplary	More than 60 percent of students below grade level make their NWEA expected growth target.			4	
Satisfactory	50-60 percent of students below grade level make their NWEA expected growth target.			2	
Not Satisfactory	Less than 50 percent of students below grade level make their NWEA expected growth target.			0	
Results	Year	Students Below Grade Level Meeting or Exceeding NWEA MAP Growth Target	Total Students Below Grade Level Tested	Percent Below Grade Level Meeting or Exceeding NWEA MAP Growth Target	
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
Analysis					

Performance Rating	Growth on NWEA MAP- Math Targets (Grades 1-8)			Point Value	Points Earned
Exemplary	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve more than 150 percent of the NWEA target growth.			4	
Satisfactory	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve 120-150 percent of the NWEA target growth.			2	
Not Satisfactory	Less than 50 percent of the students below grade level achieve their NWEA expected growth target or the students below grade level who achieve their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Below Grade Level Who Made Expected Growth
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
Analysis					
Performance Rating	Growth on NWEA MAP- Reading Targets (Grades 1-8)			Point Value	Points Earned
Exemplary	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve more than 150 percent of the NWEA target growth.			4	
Satisfactory	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve 120-150 percent of the NWEA target growth.			2	
Not Satisfactory	Less than 50 percent of the students below grade level achieve their NWEA expected growth target or the students below grade level who achieve their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Below Grade Level Who Made Expected Growth
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
Analysis					

IV.B Meet or Exceed National Growth Norms- Students at or Above Grade Level					
Performance Rating	Growth on NWEA MAP- Math Targets (Grades 1-8)			Point Value	Points Earned
Exemplary	More than 60 percent of students at or above grade level make the NWEA expected growth target.			4	
Satisfactory	50-60 percent of students at or above grade level make the NWEA expected growth target.			2	
Not Satisfactory	Less than 50 percent of students at or above grade level make the NWEA expected growth target.			0	
Results	Year	Students At/Above Grade Level Meeting or Exceeding NWEA MAP Growth Target	Total Students At/Above Grade Level Tested	Percent At/Above Grade Level Meeting or Exceeding NWEA MAP Growth Target	
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
Analysis					
Performance Rating	Growth on NWEA MAP- Reading Targets (Grades 1-8)			Point Value	Points Earned
Exemplary	More than 60 percent of students at or above grade level make the NWEA expected growth target.			4	
Satisfactory	50-60 percent of students at or above grade level make the NWEA expected growth target.			2	
Not Satisfactory	Less than 50 percent of students at or above grade level make the NWEA expected growth target.			0	
Results	Year	Students At/Above Grade Level Meeting or Exceeding NWEA MAP Growth Target	Total Students At/Above Grade Level Tested	Percent At/Above Grade Level Meeting or Exceeding NWEA MAP Growth Target	
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
Analysis					

These are the Climate Performance Indicators. They are 6.00% of the points possible.					
V. The School Conditions Promote a Climate of Engagement					
V.A Attendance Rates					
Performance Rating	Attendance Rate Goals (Grades K-8)			Point Value	Points Earned
Exemplary	More than 95 percent attendance rate.			2	
Satisfactory	90-95 percent attendance rate.			1	
Not Satisfactory	Below 90 percent attendance rate.			0	
Results	Year	Attendance Rate			
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
Analysis					
V.B Parent Satisfaction					
Performance Rating	5-Point Parent Satisfaction Survey Goals			Point Value	Points Earned
Exemplary	More than 90 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			2	
Satisfactory	75-90 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			1	
Not Satisfactory	Less than 75 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			0	
Results	Year	Number of Parents Agreeing or Strongly Agreeing	Total Number of Parents	Parent Satisfaction Survey Percent	Percent Participation of Parent Respondents
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
Analysis					

V.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	Number of Transfers Out	Total Number of Students	Percent Transferring Out	
	2023-2024				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2023-2028				
Analysis					

These are the Operations Performance Indicators. They are 20.00% of the total Performance Framework points possible.					
VI. School is Compliant with Contract and Statute					
VI.A Compliance					
Performance Rating	Compliance Goals			Point Value	Points Earned
Exemplary	No infractions.			20	
Satisfactory	No more than three infractions AND any infraction is resolved by assigned deadline.			10	
Not Satisfactory	More than three infractions or infractions not resolved by assigned deadline.			0	
Analysis					
These are the Finance Performance Indicators. They are 18.00% of the total Performance Framework points.					
VII. School is Financially Solvent/Sustainable					
VII.A Finance Awards					
Performance Rating	Goals for Awards			Point Value	Points Earned
Exemplary	NEO Stewardship Award in Finance Recipient.			4	
Satisfactory	Finance Award Recipient.			2	
Not Satisfactory	Not a Finance Award Recipient.			0	
Analysis					
VII.B Fund Balance					
Performance Rating	Fund Balance Goals			Point Value	Points Earned
Exemplary	Reserve is at least 20% as measured by end of year reserves.			10	
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserves.			5	
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserves.			0	
Results	Fund Balance	Expenditures	SOD Calculation		
Analysis					
VII.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		56		
Academic Performance Percent of Points Earned		0.00%		
Academic Performance Percent of Total Framework Points		56.00%		
Climate Performance Points Earned		0		
Climate Performance Total Points Possible		6		
Climate Performance Percent of Points Earned		0.00%		
Climate Performance Percent of Total Framework Points		6.00%		
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		20.00%		
Finance Performance Points Earned		0		
Finance Performance Total Points Possible		18		
Finance Performance Percent of Points Earned		0.00%		
Finance Performance Percent of Total Framework Points		18.00%		
Performance Framework Points Earned		0		
Performance Framework Total Points Possible		100		
Performance Framework Percent of Total Points		0.00%		

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

See the following pages

Urban Academy			
Policy and Procedure:			
ADMISSIONS AND LOTTERY POLICY			
Policy No.:	01.04	Originate:	August 2003
		Revised/Reviewed	May 2025
Adopted:	8/03/03	Page 1 of 3	

I. PURPOSE

- A. This policy is to define the parameters that Urban Academy will use in admitting students into their school.

II. GENERAL STATEMENT

- A. Urban Academy, in compliance with current state, and federal statutes and regulations and in recognition of its obligation to provide equal educational opportunities for all persons within its jurisdiction as a public school, affirms that it will not discriminate on the basis of race, gender, color, religion, creed, national origin, status in regard to public assistance, marital status, parental status, age, sexual orientation, or disability in the following areas: access to course offerings, curriculum materials, counseling practices, extracurricular activities, or use of school facilities. This policy supports Urban Academy's good faith efforts to comply with Title IV of the Civil Rights Act of 1964 and Title IX of the educational amendments of 1972.

B. Enrollment Preferences

Minnesota Statutes, section 124E.11(c) establishes certain preferential situations in which specific students must be given preference in admission over students in the lottery pool. Enrollment preference must be provided to siblings of an enrolled student and foster children of an enrolled student's parents. Additionally, a charter school that is located in Duluth township and admits students in kindergarten through grade 6 must give enrollment preference to students residing within a five-mile radius of the school and to siblings of enrolled children. A charter school may give enrollment preference to children of the school's staff.

All enrollment preferences applicable to a specific charter school should be stated in that school's published lottery/enrollment policy and process.

Urban Academy		
Policy and Procedure:	ADMISSIONS POLICY	
Policy No.:	01.04	
Revised:	5/08/25	Page 2 of 3

To recap, the following mandatory and optional enrollment preferences outlined in Minnesota Statutes, section 124E.11(c) are:

Mandatory enrollment preferences (these are legally required)

- A sibling of an enrolled student.
- Foster child of an enrolled student's parents.
- For K-6 charter schools located in Duluth township in St. Louis County, students residing within a five-mile radius of the school and to siblings of enrolled students.

Optional enrollment preference that Urban Academy has (preference the law allows but is not required)

- Children of the school's staff:

A staff member eligible for enrollment preference for their child, including a foster child, must be an individual employed at the school whose employment is stipulated in advance to total at least 480 hours in a school calendar year.

C. Recap on Urban Academy commitment to student admission:

1. Enrollment preferences (as indicated above);
2. All students are admitted if, after the application due date, the established class sizes have not been met;
3. If the demand exceeds the available classroom space per grade a lottery will be held;
4. Kindergartners must be five (5) years of age, on or before, September 1 of the school year.
5. Students who may be considered for kindergarten and turn 5 years old after September 1, within several days, must have passed an early comprehensive evaluation, by a local early childhood assessment center, to determine the child's ability to meet kindergarten expectations.

Urban Academy		
Policy and Procedure: ADMISSIONS POLICY		
Policy No.: 01.04		
Revised:	5/08/25	Page 3 of 3

III. RESPONSIBILITIES

- A. All Urban Academy employees will assist all applicants and their parents or legal guardians without discrimination
- B. The Director of the school shall review or delegate the review of all applications, ask for additional information if it is needed to assist in the enrollment process, and render a decision as to whether or not the request for admission be approved within a reasonable time frame.
- C. The School Board shall review all contested applications for admission.

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

The School Board has the general management and control of all business and affairs of Urban Academy and shall exercise by appropriate rules or resolutions all the powers that may be exercised or performed by Urban Academy under the statutes, its Articles of Incorporation and the Bylaws.

The Urban Academy Board is organized consistent with Minnesota statutes and complies with the Minnesota Open Meeting Law. Board meetings are conducted in an orderly fashion including an Agenda, the Minutes from previous meeting, and a specified process. Copies of the Agendas and Minutes from each Urban Academy Board meeting can be obtained from the Urban Academy main office, the Urban Academy board secretary, and the Urban Academy website.

There are no deviations between the Bylaws adopted by Urban Academy's Board and their implementation. Any deviations between the Bylaws and their implementation would be recorded in the Minutes and, presently, no deviations have been recorded. In addition, the Board has adopted the required policies and procedures for a charter school in the state of Minnesota. A record of the adopted policies can be found in the Bylaws of the Board.

Each year Urban Academy submits an annual report to MDE and the authorizer which outlines and comments upon improvements and progress towards academic and non-academic goals. The academic and non-academic goals are reviewed each year and revised based upon student progress and evaluation.

Urban Academy staff and other stakeholders also have the opportunity to review the annual report and discuss areas of success and areas in need of improvement. Monthly, the board meets and the Executive Director reports on the school's progress in terms of the governance plan, management plan, and operations plan to ensure proper execution of each.

Urban Academy's Executive Director is primarily responsible for the school's operation performance and the director is evaluated formally once per year. Feedback is solicited on the Executive Director's performance from Urban Academy's staff and parents via an annual survey at the end of the school year. The board reviews the results of the survey and communicates areas in which the Executive Director can improve performance. The board evaluates its own performance by conducting an annual governance review. The board president oversees this task.

Urban Academy's Executive Director is responsible for the management of the education program and financial management of the school.

Urban Academy's academic and financial policies guide the management of the school. Urban Academy contracts with an external auditor to conduct its yearly financial audit. The audit is shared with MDE each year.

Each month, the Executive Director gives the Board of Directors a copy of the school's required reporting (ex. Annual Report and World's Best Workforce Report) and detailed income statement, summary income statement, and balance sheet, which the Board Finance Chair presents.

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

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

Print Name	Signature
Melissa Jensen	<i>Melissa Jensen</i>
Caley Long	<i>Caley Long</i>
Fong Lor	<i>Fong Lor</i>
Tamara Mattison	<i>Tamara Mattison</i>
Nancy J. Smith	<i>Nancy Smith</i>
Yuyin Liao	<i>yuyin liao</i>
Ronsoie Xiong	<i>Ronsoie Xiong</i>
Chao Yang	<i>Chao Yang</i>

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

NEO Oversight Plan for Operating Schools

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

Student/School Academic Performance

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

Climate

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

Operations/Governance

- NEO will attend at least two charter school board meetings annually and provide feedback to the school on compliance as well as provide observations and questions for the board to consider in their process of continuous improvement using the Board Meeting Observation Form.
- NEO will collect and review official school records including board meeting minutes and policy revisions and verify compliance using the Operations Monitoring and Evaluation Report for the purpose of monitoring and evaluating compliance, and to provide feedback for continuous improvement.
- NEO will conduct an annual site visit to verify compliance with the items identified in the Operations Monitoring and Evaluation Report, which may be revised depending on areas of compliance that must be verified as a result 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 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 make arrangements 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 or growth data from another assessment such as the NWEA MAP.

Because the purpose of the school is to improve the learning, achievement, and success of all students 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 school is to improve the learning, achievement, and success of all students. At the beginning of the contract term the weightings are finalized and are not revised during the term of the contract.

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

Implementation Guide

NEO and the school will create an implementation guide with specifications for collecting, 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 request the revision in writing and email the revision request in pdf format to the NEO Executive Director.

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

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

Schools authorized by NEO 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 automatically be 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

Schools authorized by NEO 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 enter into a Continuous Improvement Plan that addresses the specific standards in the Performance Framework where the school performance is below Satisfactory. This plan may be the same plan required by the state accountability system.

Closure Plan

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

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

See the following pages.

Novation Education Opportunities- Urban Academy Charter School Performance Framework	
Urban Academy Charter School	
Date of Last Update/Review: 12/18/2023	
Contract Term: July 1, 2019- June 30, 2024	
Baseline Year Results: 2015-2019	
Charter Number: 4088	
Initial Year of Operation: 2003	

These are the Academic Performance Indicators. They are 56.00% of the points possible.

I. All Children are Ready for School

I.A Early Literacy and Early Numeracy Goals

Performance Rating	Work Sampling System- Early Math Criteria Goals (Grade Pre-K)	Point Value	Points Earned
Exemplary	More than 75 percent of pre-kindergarten students meet or exceed the ready for kindergarten benchmark.	4	4
Satisfactory	60-75 percent of pre-kindergarten students meet or exceed the ready for kindergarten benchmark.	2	
Not Satisfactory	Less than 60 percent of pre-kindergarten students meet or exceed the ready for kindergarten benchmark.	0	

Results	Year	Students Meeting or Exceeding Kindergarten Benchmark	Total Students Tested	Percent of Students Meeting or Exceeding Kindergarten Benchmark	
	Baseline 2016-2018	16	20	80.00%	
	2018-2019	35	40	87.50%	
	2019-2020	35	39	89.74%	
	2020-2021	23	31	74.19%	
	2021-2022	28	32	87.50%	
	2022-2023	30	32	93.75%	
	2018-2023	151	174	86.78%	

Analysis The 2019-2024 combined average Work Sampling System early math criteria rate is 86.78%.

Performance Rating	Work Sampling System- Early Reading Criteria Goals (Grade Pre-K)	Point Value	Points Earned
Exemplary	More than 75 percent of pre-kindergarten students meet or exceed the ready for kindergarten benchmark.	4	4
Satisfactory	60-75 percent of pre-kindergarten students meet or exceed the ready for kindergarten benchmark.	2	
Not Satisfactory	Less than 60 percent of pre-kindergarten students meet or exceed the ready for kindergarten benchmark.	0	

Results	Year	Students Meeting or Exceeding Kindergarten Benchmark	Total Students Tested	Percent of Students Meeting or Exceeding Kindergarten Benchmark	
	Baseline 2016-2018	16	20	80.00%	
	2018-2019	36	40	90.00%	
	2019-2020	35	39	89.74%	
	2020-2021	25	31	80.65%	
	2021-2022	28	32	87.50%	
	2022-2023	32	32	100.00%	
	2018-2023	156	174	89.66%	

Analysis The 2019-2024 combined average Work Sampling System early reading criteria rate is 89.66%.

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.			2	0
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	State Percent Proficient
	Baseline 2015-2018	105	371	28.30%	62.93%
	2018-2019	42	144	29.17%	58.28%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	25	172	14.53%	44.20%
	2021-2022	29	211	13.74%	46.49%
	2022-2023	48	191	25.13%	47.27%
	2018-2023	119	546	21.79%	49.93%
Analysis	The school's combined proficiency rate of 21.79% is 28.13 percentage points lower than the state's combined proficiency rate of 49.93%.				
	From the baseline years 2015-2019 rate of 28.30% the school's proficiency decreased to 25.13%, a decrease of 3.17 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.			2	0
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	State Percent Proficient
	Baseline 2015-2018	128	371	34.50%	62.04%
	2018-2019	48	143	33.57%	60.16%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	44	172	25.58%	52.50%
	2021-2022	61	211	28.91%	51.14%
	2022-2023	71	191	37.17%	50.17%
	2018-2023	180	545	33.03%	53.19%
Analysis	The school's combined proficiency rate of 33.03% is 20.16 percentage points lower than the state's combined proficiency rate of 53.19%.				
	From the baseline years 2015-2019 rate of 34.50% the school's proficiency increased to 37.17%, an increase of 2.67 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	0
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	St Paul Percent Proficient
	Baseline 2015-2018	105	371	28.30%	38.31%
	2018-2019	42	144	29.17%	34.41%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	25	172	14.53%	21.40%
	2021-2022	29	211	13.74%	26.26%
	2022-2023	48	191	25.13%	26.80%
	2018-2023	119	546	21.79%	28.88%
Analysis	The school's combined proficiency rate of 21.79% is 7.08 percentage points lower than the resident district's combined proficiency rate of 28.88%.				
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	0
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	St Paul Percent Proficient
	Baseline 2015-2018	128	371	34.50%	39.34%
	2018-2019	48	143	33.57%	39.38%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	44	172	25.58%	33.30%
	2021-2022	61	211	28.91%	34.22%
	2022-2023	71	191	37.17%	34.14%
	2018-2023	180	545	33.03%	35.72%
Analysis	The school's combined proficiency rate of 33.03% is 2.69 percentage points lower than the resident district's combined proficiency rate of 35.72%.				

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.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	State Percent Proficient
	Baseline 2015-2018	102	367	27.79%	43.10%
	2018-2019	42	144	29.17%	37.59%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	25	172	14.53%	22.70%
	2021-2022	29	211	13.74%	24.41%
	2022-2023	48	191	25.13%	28.23%
	2018-2023	119	546	21.79%	29.59%
Analysis	The school's combined proficiency rate of 21.79% is 7.80 percentage points lower than the state's combined proficiency rate of 29.59%.				
	From the baseline years 2015-2019 rate of 27.79% the school's proficiency decreased to 25.13%, a decrease of 2.66 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.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	State Percent Proficient
	Baseline 2015-2018	124	367	33.79%	43.09%
	2018-2019	48	143	33.57%	41.13%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	44	172	25.58%	32.40%
	2021-2022	61	211	28.91%	31.27%
	2022-2023	71	191	37.17%	33.40%
	2018-2023	180	545	33.03%	34.84%
Analysis	The school's combined proficiency rate of 33.03% is 1.81 percentage points lower than the state's combined proficiency rate of 34.84%.				
	From the baseline years 2015-2019 rate of 33.79% the school's proficiency increased to 37.17%, an increase of 3.39 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	1
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	St Paul Percent Proficient
	Baseline 2015-2018	102	367	27.79%	26.25%
	2018-2019	42	144	29.17%	22.58%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	25	172	14.53%	9.70%
	2021-2022	29	211	13.74%	14.62%
	2022-2023	48	191	25.13%	15.92%
	2018-2023	119	546	21.79%	17.46%
Analysis	The school's combined proficiency rate of 21.79% is 4.33 percentage points higher than the resident district's combined proficiency rate of 17.46%.				
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 proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	St Paul Percent Proficient
	Baseline 2015-2018	124	367	33.79%	26.77%
	2018-2019	48	143	33.57%	26.68%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	44	172	25.58%	20.30%
	2021-2022	61	211	28.91%	21.50%
	2022-2023	71	191	37.17%	21.92%
	2018-2023	180	545	33.03%	23.18%
Analysis	The school's combined proficiency rate of 33.03% is 9.85 percentage points higher than the resident district's combined proficiency rate of 23.18%.				

III.C Attain Grade-level Proficiency- EL Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	1
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	State Percent Proficient
	Baseline 2015-2018	39	183	21.31%	26.23%
	2018-2019	20	83	24.10%	21.84%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	9	110	8.18%	9.20%
	2021-2022	14	126	11.11%	13.19%
	2022-2023	19	112	16.96%	14.21%
	2018-2023	53	321	16.51%	15.90%
Analysis	The school's combined proficiency rate of 16.51% is 0.61 percentage points higher than the state's combined proficiency rate of 15.90%.				
	From the baseline years 2015-2019 rate of 21.31% the school's proficiency decreased to 16.96%, a decrease of 4.35 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.			2	1
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	State Percent Proficient
	Baseline 2015-2018	45	183	24.59%	18.66%
	2018-2019	18	83	21.69%	16.47%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	15	110	13.64%	9.10%
	2021-2022	21	126	16.67%	12.17%
	2022-2023	31	112	27.68%	11.98%
	2018-2023	70	321	21.81%	13.26%
Analysis	The school's combined proficiency rate of 21.81% is 8.55 percentage points higher than the state's combined proficiency rate of 13.26%.				
	From the baseline years 2015-2019 rate of 24.59% the school's proficiency increased to 27.68%, an increased of 3.09 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	1
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	St Paul Percent Proficient
	Baseline 2015-2018	39	183	21.31%	21.84%
	2018-2019	20	83	24.10%	17.94%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	9	110	8.18%	5.90%
	2021-2022	14	126	11.11%	11.15%
	2022-2023	19	112	16.96%	11.53%
	2018-2023	53	321	16.51%	13.35%
Analysis	The school's combined proficiency rate of 16.51% is 3.16 percentage points higher than the resident district's combined proficiency rate of 13.35%.				
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	2
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Urban Percent Proficient	St Paul Percent Proficient
	Baseline 2015-2018	45	183	24.59%	14.82%
	2018-2019	18	83	21.69%	13.95%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	15	110	13.64%	7.20%
	2021-2022	21	126	16.67%	9.78%
	2022-2023	31	112	27.68%	9.89%
	2018-2023	70	321	21.81%	11.08%
Analysis	The school's combined proficiency rate of 21.81% is 10.73 percentage points higher than the resident district's combined proficiency rate of 11.08%.				

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	Growth on NWEA MAP- Math Targets (Grades K-8)			Point Value	Points Earned
Exemplary	More than 60 percent of students below grade level will make their NWEA expected growth target.			4	4
Satisfactory	50-60 percent of students below grade level will make their NWEA expected growth target.			2	
Not Satisfactory	Less than 50 percent of students below grade level make their NWEA expected growth target.			0	
Results	Year	Students Below Grade Level Meeting or Exceeding NWEA MAP Growth Target	Total Students Below Grade Level Tested	Percent Below Grade Level Meeting or Exceeding NWEA MAP Growth Target	
	Baseline 2016-2018	192	309	62.14%	
	2018-2019	123	180	68.33%	
	2019-2020	N/A	N/A	N/A	
	2020-2021	N/A	N/A	N/A	
	2021-2022	133	189	70.37%	
	2022-2023	101	158	63.92%	
	2018-2023	357	527	67.74%	
Analysis	The 2019-2023 percent of students meeting or exceeding their NWEA MAP Math growth target is 67.74%.				
Performance Rating	Growth on NWEA MAP- Reading Targets (Grades K-8)			Point Value	Points Earned
Exemplary	More than 60 percent of students below grade level will make their NWEA expected growth target.			4	2
Satisfactory	50-60 percent of students below grade level will make their NWEA expected growth target.			2	
Not Satisfactory	Less than 50 percent of students below grade level make their NWEA expected growth target.			0	
Results	Year	Students Below Grade Level Meeting or Exceeding NWEA MAP Growth Target	Total Students Below Grade Level Tested	Percent Below Grade Level Meeting or Exceeding NWEA MAP Growth Target	
	Baseline 2016-2018	168	308	54.55%	
	2018-2019	98	169	57.99%	
	2019-2020	N/A	N/A	N/A	
	2020-2021	N/A	N/A	N/A	
	2021-2022	94	186	50.54%	
	2022-2023	62	139	44.60%	
	2018-2023	254	494	51.42%	
Analysis	The 2019-2023 percent of students meeting or exceeding their NWEA MAP Reading growth target is 51.42%.				

Performance Rating	Growth on NWEA MAP- Math Targets (Grades K-8)			Point Value	Points Earned
Exemplary	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve more than 150 percent of the NWEA target growth.			4	2
Satisfactory	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve 120-150 percent of the NWEA target growth.			2	
Not Satisfactory	Less than 50 percent of the students below grade level achieve their NWEA expected growth target AND/OR the students below grade level who achieve their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Below Grade Level Who Made Expected Growth
	Baseline 2016-2018	4310	2816	153.05%	62.14%
	2018-2019	2759	1889	146.06%	68.33%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	N/A	N/A	N/A	N/A
	2021-2022	1931	1305	147.97%	70.37%
	2022-2023	1794	1225	146.45%	63.92%
	2018-2023	6484	4419	146.73%	67.74%
Analysis	The 2019-2023 combined average growth for NWEA MAP Fall-Spring for math is 146.73% and the percent of students below grade level who made expected growth is 67.74%.				
Performance Rating	Growth on NWEA MAP- Reading Targets (Grades K-8)			Point Value	Points Earned
Exemplary	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve more than 150 percent of the NWEA target growth.			4	4
Satisfactory	At least 50 percent of the students below grade level achieve their NWEA growth target AND the students below grade level who achieve their NWEA growth target achieve 120-150 percent of the NWEA target growth.			2	
Not Satisfactory	Less than 50 percent of the students below grade level achieve their NWEA expected growth target AND/OR the students below grade level who achieve their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Below Grade Level Who Made Expected Growth
	Baseline 2016-2018	3482	2371	146.86%	54.55%
	2018-2019	1336	900	148.44%	57.99%
	2019-2020	N/A	N/A	N/A	N/A
	2020-2021	N/A	N/A	N/A	N/A
	2021-2022	1584	970	163.30%	50.54%
	2022-2023	1090	658	165.65%	44.60%
	2018-2023	4010	2528	158.62%	51.42%
Analysis	The 2019-2023 combined average growth for NWEA MAP Fall-Spring for math is 158.62% and the percent of students below grade level who made expected growth is 51.42%.				

IV.B Meet or Exceed National Growth Norms- Students at or Above Grade Level					
Performance Rating	Growth on NWEA MAP- Math Targets (Grades K-8)			Point Value	Points Earned
Exemplary	More than 60 percent of students at or above grade level will make the NWEA expected growth target.			4	2
Satisfactory	50-60 percent of students at or above grade level will make the NWEA expected growth target.			2	
Not Satisfactory	Less than 50 percent of students at or above grade level will make the NWEA expected growth target.			0	
Results	Year	Students At/Above Grade Level Meeting or Exceeding NWEA MAP Growth Target	Total Students At/Above Grade Level Tested	Percent At/Above Grade Level Meeting or Exceeding NWEA MAP Growth Target	
	Baseline 2016-2018	89	151	58.94%	
	2018-2019	48	77	62.34%	
	2019-2020	N/A	N/A	N/A	
	2020-2021	N/A	N/A	N/A	
	2021-2022	50	98	51.02%	
	2022-2023	62	97	63.92%	
	2018-2023	160	272	58.82%	
Analysis	The 2019-2023 percent of students meeting or exceeding their NWEA MAP Math growth target is 58.82%.				
Performance Rating	Growth on NWEA MAP- Reading Targets (Grades K-8)			Point Value	Points Earned
Exemplary	More than 60 percent of students at or above grade level will make the NWEA expected growth target.			4	2
Satisfactory	50-60 percent of students at or above grade level will make the NWEA expected growth target.			2	
Not Satisfactory	Less than 50 percent of students at or above grade level will make the NWEA expected growth target.			0	
Results	Year	Students At/Above Grade Level Meeting or Exceeding NWEA MAP Growth Target	Total Students At/Above Grade Level Tested	Percent At/Above Grade Level Meeting or Exceeding NWEA MAP Growth Target	
	Baseline 2016-2018	86	153	56.21%	
	2018-2019	50	87	57.47%	
	2019-2020	N/A	N/A	N/A	
	2020-2021	N/A	N/A	N/A	
	2021-2022	56	103	54.37%	
	2022-2023	55	115	47.83%	
	2018-2023	161	305	52.79%	
Analysis	The 2019-2023 percent of students meeting or exceeding their NWEA MAP Reading growth target is 52.79%.				

These are the Climate Performance Indicators. They are 6.00% of the points possible.

V. The School Conditions Promote a Climate of Engagement

V.A Attendance Rates

Performance Rating	Attendance Rate Goals (Grades K-8)	Point Value	Points Earned
Exemplary	More than 95 percent attendance rate.	2	2
Satisfactory	90-95 percent attendance rate.	1	
Not Satisfactory	Below 90 percent attendance rate.	0	
Results	Year	Attendance Rate	
	Baseline 2015-2017	95.89%	
	2019-2020	92.40%	
	2020-2021	99.01%	
	2021-2022	98.73%	
	2022-2023	96.29%	
	2017-2022	96.61%	
Analysis	The 2019-2024 combined average attendance rate is 96.61%.		

V.B Parent Satisfaction

Performance Rating	5-Point Parent Satisfaction Survey Goals			Point Value	Points Earned
Exemplary	More than 90 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			2	2
Satisfactory	75-90 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			1	
Not Satisfactory	Less than 75 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			0	
Results	Year	Number of Parents Agreeing or Strongly Agreeing	Total Number of Parents	Parent Satisfaction Survey Percent	Percent Participation of Parent Respondents
	Baseline 2016-2018	257	281	91.46%	79.83%
	2018-2019	169	180	93.89%	94.24%
	2019-2020	197	215	91.63%	100.00%
	2020-2021	220	228	96.49%	76.51%
	2021-2022	163	175	93.14%	76.75%
	2022-2023	186	208	89.42%	88.51%
	2018-2023	935	1006	92.94%	86.20%
Analysis	The 2019-2024 combined average parent satisfaction rate is 92.94%.				

V.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	Number of Transfers Out	Total Number of Students	Percent Transferring Out	
	Baseline 2015-2017	91	585	15.56%	
	2019-2020	20	417	4.80%	
	2020-2021	15	444	3.38%	
	2021-2022	48	517	9.28%	
	2022-2023	28	467	6.00%	
	2017-2022	111	1845	6.02%	
Analysis	The 2019-2024 combined average mobility rate is 6.02%.				

These are the Operations Performance Indicators. They are 20.00% of the total Performance Framework points possible.					
VI. School is Compliant with Contract and Statute					
VI.A Compliance					
Performance Rating	Compliance Goals			Point Value	Points Earned
Exemplary	No infractions.			20	20
Satisfactory	No more than three infractions AND any infraction is resolved by assigned deadline.			10	
Not Satisfactory	More than three infractions or infractions not resolved by assigned deadline.			0	
Analysis	The school has no compliance infractions in FY23.				
These are the Finance Performance Indicators. They are 18.00% of the total Performance Framework points.					
VII. School is Financially Solvent/Sustainable					
VII.A Finance Awards					
Performance Rating	Goals for Awards			Point Value	Points Earned
Exemplary	NEO Stewardship Award in Finance Recipient.			4	4
Satisfactory	MDE Finance Award Recipient in FY 2024.			2	
Not Satisfactory	Not an MDE or NEO Finance Award Recipient.			0	
Analysis	The school earned a MDE FY23 School Finance Award for FY22 financial reporting and FY23 NEO Stewardship Award. *Because the NEO Stewardship Award in Finance includes the MDE Finance Award and therefore is awarded at the end of the year, the results are from the prior year.				
VII.B Fund Balance					
Performance Rating	Fund Balance Goals			Point Value	Points Earned
Exemplary	Reserve is at least three months' expenditures (20%) as measured by end of year reserves.			10	10
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserves in FY 2023.			5	
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserves.			0	
Results	Fund Balance	Expenditures	SOD Calculation		
	\$4,146,648	\$7,427,943	55.82%		
Analysis	The school has built a fund balance reserve of 55.82% in 2022-2023.				
VII.C Financial Audit					
Performance Rating	Financial Audit Goals			Point Value	Points Earned
Exemplary	No findings cited in the audit.			4	4
Satisfactory	No more than one finding (nonmaterial) cited in the audit in FY 2024.			2	
Not Satisfactory	More than one finding cited in the audit.			0	
Analysis	The school had no material audit findings in 22-23.				

Contract Renewal and Intervention			
NEO schools must achieve at least a Satisfactory Rating (50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Compliance, Finance) to be automatically recommended for a three-year contract renewal.			
NEO schools must achieve at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.			
Schools that earn less than 50% of the points possible overall or in any one area are a candidate for a nonrenewal in their final contract year or intervention in the other contract years.			
Summary and Analysis			
Based on information available to date, Urban Academy Charter School has earned 75 points out of a total of 100 points possible, 75.00%.			
Based on information available to date, Urban Academy would be automatically recommended for a three-year or five-year contract renewal.			
Academic Performance Points Earned	31		
Academic Performance Total Points Possible	56		
Academic Performance Percent of Points Earned	55.36%		
Academic Performance Percent of Total Framework Points	56.00%		
Climate Performance Points Earned	6		
Climate Performance Total Points Possible	6		
Climate Performance Percent of Points Earned	100.00%		
Climate Performance Percent of Total Framework Points	6.00%		
Operations Performance Points Earned	20		
Operations Performance Total Points Possible	20		
Operations Performance Percent of Points Earned	100.00%		
Operations Performance Percent of Total Framework Points	20.00%		
Finance Performance Points Earned	18		
Finance Performance Total Points Possible	18		
Finance Performance Percent of Points Earned	100.00%		
Finance Performance Percent of Total Framework Points	18.00%		
Performance Framework Points Earned	75		
Performance Framework Total Points Possible	100		
Performance Framework Percent of Total Points	75.00%		

Urban Academy earned 75% of points possible overall and at least 50% in all performance areas: Academic, Climate, Operations, and Finance. Based on the results as measured by the Performance Framework, the NEO board approved a five-year contract renewal.

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

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

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

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

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

Effective date: July 1, 2024

Expiration date: June 30, 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 Urban 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 56 points out of 100 points possible (56%) of the total Performance Framework points possible. Because the majority of points possible are based on Academic Performance Indicators, performance under the primary purpose of improving the learning, achievement, and success of all students is the most important factor in determining contract renewal. For a description of the Academic Performance Indicators see Item (3) of the Addendum to this Agreement: (3) A description of the School program and the specific academic and nonacademic outcomes that pupils must achieve.

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

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

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

The additional purposes of Urban Academy are:

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. Measure learning outcomes and create different and innovative forms of measuring outcomes.
4. Establish new forms of accountability.
5. Create new professional opportunities for teachers.

The Climate Performance Indicators are worth 6 of the total Performance Framework points possible (6%), the Operations Performance Indicators are worth 20 (20%), and the Finance Performance Indicators are worth 18 (18%). These indicators measure student attendance, parent satisfaction, student retention, legal compliance, and fiscal health.

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

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

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

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

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

School Closure Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See the following pages.

UA's Ongoing School Improvement Efforts

Urban Academy implements various systems to improve its educational program. These include Data-Driven Instruction, Job-Embedded Professional Development, and Multi-Tiered System of Support. The school uses data to inform instruction and provides targeted support to students. UA also has a strong focus on literacy and math instruction, with professional development opportunities for teachers to improve their skills, and interventions to assist students not mastering grade level standards. Both the school's reading and math programs are based on research and include evidence-based strategies that start with building strong foundational skills, establishing a strong foundation for future learning, and providing ongoing support and scaffolding to help students achieve mastery.

To determine needs for improvement, UA gathers input from key stakeholders to look at assessment data, grades, behavior data, attendance data, perception data (i.e. parent, student, and staff surveys), and data from staff evaluations to identify areas of strength and weakness, and to uncover the underlying causes. Especially when targeting areas for improvement, we ask questions such as:

- What are student strengths and weaknesses?
- Where are the gaps?
- What needs to change?
- What specific skills/areas does data show that students are not mastering?
- Where does the learning gap begin, or where does the learning begin to break down that may also impact the learning of other skills?

Following is a summary of our strengths to build on and areas of weakness to address that should have a positive impact on MCA performance by our students, and specifically areas where the school was not satisfactory:

- MCA-Math (Grades 3-8) (State/Resident District and Free-Reduced Price Meals)
- MCA- Reading (Grades 3-8) (State/Resident District and Free-Reduced Price Meals)

Reading

Reading Strengths to Build On:

- Adoption and implementation of the new reading curriculum that includes the 5 components from the National Reading Panel. It is also aligned to state standards and includes rich content, assignments, and projects.
- Teachers regularly analyzing reading data and working collaboratively to develop lessons and interventions to help students not mastering reading skills.
- Teachers receiving regular feedback and coaching from the reading specialist and academic dean.

Reading Weaknesses	Root Causes
MCA scores reveal that our students' overall performance has been below the state average and St. Paul District's average for all students and the FRP focus group. For instance, UA's average proficiency rate in reading has been 31.54%, compared to the state's 56.26% and St. Paul's 36.66%. These trends indicate a need for improvement in our reading outcomes.	It was the first year of the new curriculum and fidelity of implementation was uneven. Various engagement strategies embedded in the curriculum were not emphasized enough.
Teacher surveys revealed that they believe their students' learning had gaps related to struggles with their fluency, vocabulary, and ability to comprehend and interpret the text. Data from NWEA shows that 57% of all students in grades K-8 scored below 40% in Vocabulary	70% of our students are currently learning English and don't yet have the grade level vocabulary. Not enough time or focus was placed on activities that build vocabulary and or give students time to read independently.
60.5% of students in grades K-1 are not demonstrating proficiency in foundational skills.	The Literacy Block as currently implemented lacks enough student practice and time to engage and practice these skills in order to build proficiency.

Area of Greatest Need: The area of greatest need in reading is that the reading program needs to include significantly more time for student engagement and practice, and to develop a more student-centered environment with a focus on foundational skills in the lower grades and vocabulary and comprehension across all grades. A focus on students doing more of the heavy lifting and teachers doing less of the talking needs to occur.

Math

Math Strengths to Build On:

- Implementing the new math curriculum with more fidelity and that emphasize hands-on activities and many opportunities for students to work collaboratively with peers to discuss and solve problems.
- Supporting teachers in analyzing data and working collaboratively to develop lessons and interventions to help students not mastering math skills.
- The math coach and academic dean providing coaching, feedback, and support throughout the year to improve teacher practices in math.

Math Weaknesses	Root Causes
MCA scores reveal that our students' overall performance has been below the state average and St. Paul's average in math for all students and the FRP focus group. For instance, UA's proficiency rate was 23.15%, compared to the state's 52.36% and St. Paul's 28.93%. These trends indicate a need for improvement in our math outcomes.	Teachers were in the emerging stages of implementing the new Reveal Math program and thus limited portions of the lesson to meet time restraints. There also was not a clear understanding of where the learning for students began to break down.
Teacher survey data showed that students in grades K-2 struggled with understanding place value, and they lacked understanding that numbers are merely symbols that can be written in various forms.	The students need more time and opportunities to work on hands-on and collaborative problems where they use manipulatives and discussions to gain a better conceptual understanding of the base 10 number system.
In grades 3-5, teacher survey data indicated that students lack an understanding of how to break down complex problems into simpler steps.	Teachers assigned work that focused on one skill which did not require students to think about what the problem was really saying or asking. In addition, walkthroughs showed that little time was spent teaching math vocabulary or working in small groups to support students at their differing ability levels.
Additionally, NWEA data showed that about 47% of all students were not proficient in numbers and operations which assess a student's number sense and basic computation skills.	The curriculum provides very little review of concepts previously learned. Previous concepts were not reinforced, thus creating gaps in their learning and not building a strong foundation in which to build on.

Area of Greatest Need: The area of greatest need in math is that the math program needs to include more opportunities for students to engage in hands-on and collaborative problem-solving activities that utilize manipulatives and discussions to deepen their understanding of math concepts. Students need to be given lots of opportunities to work at a productive struggle. In addition, the program needs to allow more time for explicit teaching of vocabulary, application to real-world problems, and review of previously learned concepts.

Action Plan for Improved Outcomes

Reading Action Plan

<p>Area of Greatest Need in Reading: The area of greatest need in reading is that the reading program needs to include significantly more time for student engagement and practice, and to develop a more student-centered environment with a focus on foundational skills in the lower grades and vocabulary and comprehension across all grades. A focus on students doing more of the heavy lifting and teachers doing less of the talking needs to occur.</p>		
<p>Student Performance Goals/Outcome:</p> <ul style="list-style-type: none"> The school's reading proficiency rate exceeds the state or district average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points over the course of the contract for All Students and the FRP Focus Group State Comparison. <p>Program Performance Goal/Outcome:</p> <ul style="list-style-type: none"> 100% of teachers are implementing strategies for increasing student engagement. Vocabulary development and structured independent reading time is a regular component on the daily schedule for all teachers. Students are able to read fluently, comprehend grade level texts, and engage in meaningful discussions about what they read. 		
Action Steps	Position(s) Responsible	Resources Needed
Establish an expectation that all teachers will incorporate the engagement strategies and activities embedded in the reading curriculum.	Principal Academic Dean Reading Specialist	PD presenter Materials/resources/handouts
Provide professional development sessions, beginning in August with additional sessions planned throughout the year, on the following topics:		
<ul style="list-style-type: none"> Incorporating the engagement strategies from the Fishtank curriculum. Model the lessons and provide time for teachers to practice teaching the lesson. Strategies for increasing student engagement Vocabulary development 	Principal Academic Dean Reading Specialist	

<ul style="list-style-type: none"> and language acquisition • Structured independent reading time • Building foundational skill (K-3 teachers) 		
Provide a lesson plan template to teachers that include the student engagement, vocabulary activities, and structured independent reading time.	Academic Dean Reading Specialist	Lesson plan template Daily schedule
Complete walkthroughs of all teachers using a curriculum implementation rubric that includes an element for using various engagement strategies during the lesson.	Academic Dean	Curriculum implementation rubric
Provide regular coaching and/or modeling sessions for teachers on student engagement and vocabulary practice.	Academic Dean Reading Specialist	List of suggested strategies
Develop vocabulary tests for each unit to assess student development of content vocabulary.	Teachers	Vocabulary tests
Meet biweekly in PLC meetings to analyze data from reading and vocabulary assessment to inform instruction and develop lessons/interventions to reteach students not mastering skills.	PLC Lead Teachers	PLC agenda PLC leads
Provide interventions and/or small group instruction to students not mastering grade level skills.	Intervention Teacher Paraprofessional	Supplemental resources
Provide regular feedback sessions with staff to discuss progress and identify areas for improvement.	Academic Dean Reading Specialist	teacher evaluations or observation notes/checklists
Involve families by offering resources and tips for supporting reading in the home and hold family engagement nights where families can participate in	Reading Specialist	Handouts/materials Food Books

reading activities with their children		
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Math Action Plan

<p>Area of Greatest Need in Math: The area of greatest need in math is that the math program needs to include more opportunities for students to engage in hands-on and collaborative problem-solving activities that utilize manipulatives and discussions to deepen their understanding of math concepts. Students need to be given lots of opportunities to work at a productive struggle. In addition, the program needs to allow more time for explicit teaching of vocabulary, application to real-world problems, and review of previously learned concepts.</p>		
<p>Student Performance Goals/Outcome:</p> <ul style="list-style-type: none"> The school's math proficiency rate exceeds the state or district average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points by the end of the contract for All Students and the FRP Focus Group State Comparison <p>Program Performance Goal/Outcome:</p> <ul style="list-style-type: none"> 100% of teachers are implementing strategies for increasing student engagement. Vocabulary development and hands-on, collaborative work time is a regular component on the daily schedule for all teachers. Students have the knowledge and skills to use math to solve real-life problems. 		
Action Steps	Position(s) Responsible	Resources Needed
Provide professional development sessions, beginning in August with additional sessions planned throughout the year, on the following topics: <ul style="list-style-type: none"> Explicitly teaching of math vocabulary Engaging students in collaborative work Using manipulatives and other visuals so students engage in hands-on math learning 	Principal Academic Dean Math Coach	PD presenter Materials/resources/handouts
Provide a lesson plan template to teachers that include dedicated time to hands-on collaborative activities, explicit teaching of vocabulary, and review of previously learned concepts.	Academic Dean Math Coach	Lesson plan template Daily schedule
Complete walkthroughs of all teachers using a rubric that includes an element for using a wide variety of instructional strategies and	Academic Dean Principal	Teacher walkthrough or evaluation rubric

activities that are engaging and collaborative.		
Provide regular coaching and/or modeling sessions for teachers on using strategies that increase student engagement.	Academic Dean Math Coach	List of strategies/suggestions for improvement
Develop vocabulary tests and tests for assessing previously learned concepts for each unit to assess student development of content vocabulary.	Teacher	Vocabulary and review tests
Meet biweekly in PLC meetings to analyze data from math and vocabulary assessment to inform instruction and develop lessons/interventions to reteach students not mastering skills.	PLC Lead Teacher	PLC agenda
Provide interventions and/or small group instruction to students not mastering grade level skills.	Intervention Teacher Paraprofessional Teacher	Supplemental resources/technology
Provide regular feedback sessions with staff to discuss progress and identify areas for improvement.	Academic Dean	teacher evaluations or observation notes/checklists
Involve families by offering resources and tips for supporting math in the home and hold family engagement nights where families can participate in math games and activities with their children.		Handouts/materials Food Games

Evaluation Plan

We will use data from MCA, NWEA, FastBridge, and classroom assessments to monitor student growth and progress. We will know the plan is working when students' scores and grades improve and students are able to read and comprehend grade level texts, as well as engage in meaningful conversations about books. In math, they will have the knowledge and skill to apply math concepts to solve real-world problems.

Lesson plans, observation data, and evaluation rubrics will be used to identify teachers needing more support with developing lesson plans and/or delivering lessons. We will know the plan is effective when more teachers are scoring proficient on these 2 categories: Use of Instructional Strategies and Reaching the Range of Learners in the Classroom. We will know the plan is effective when students are actively engaged in the lesson, participate in meaningful dialogue and conversations during the lesson, and are observed doing the "heavy lifting" throughout each lesson.

18. The Charter School Board membership roster.

See the following page.

Urban Academy Board Roster

Name	E-mail	Position (Chair, Vice Chair, Secretary, Treasurer)	Seat (Parent, Community Member, Teacher with File Folder #)	Notes
Mongsher Ly	mly@urbanacademymn.org	Superintendent, Ex-Officio	#450140	
Melissa Jensen	melissa.jensen@co.ramsey.mn.us	Board Chair	Community Member	
Caley Long	caley.k.long@gmail.com	Secretary	Community Member	
Fong Lor	flor26@comcast.net	Vice Chair	Community Member	
Tamara Mattison	tdmatti@gmail.com	Finance Chair	Community Member	
Nancy Smith	kimamana51@gmail.com	Member	Community Member	
Yuyin Liao	yliao@urbanacademymn.org	Member	Teacher #423068 Expires 2026	
Ronsoie Xiong	rxiong@urbanacademymn.org	Member	Parent	
Chao Yang	cyang@urbanacademymn.org	Member	Teacher #392714 Expires 2025	

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:	Urban Academy
Date Filed:	08/29/2000
File Number:	1W-40
Minnesota Statutes, Chapter:	317A
Home Jurisdiction:	Minnesota

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



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

Steve Simon
Secretary of State
State of Minnesota

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

See the following pages.

State of Minnesota

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

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

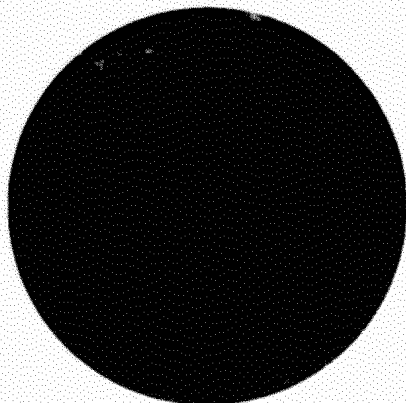
This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Urban Academy

Corporate Charter Number: 1W-40

Chapter Formed Under: 317A

This certificate has been issued on 08/29/2000.



Mary Kiffmeyer
Secretary of State.

110-40

Caveat: This publication was prepared to provide accurate information regarding the topics covered. Legal requirements and non-legal administrative practice standards discussed in the document are capable of change due to new legislation, regulatory and judicial pronouncements, and updated and evolving guidelines. The Minnesota Council of Nonprofits is providing this information for your reference, and this service does not constitute an engagement to provide legal, tax, or other professional services on either the part of the Minnesota Council of Nonprofits or the professionals who authored and/or reviewed it. If you require professional assistance on these or other nonprofit tax or administrative law issues, please contact an attorney, accountant or other professional advisor, or the relevant government agency.

How to Start a Nonprofit: Sample "Articles of Incorporation"

ARTICLES OF INCORPORATION

OF

NAME OF ORGANIZATION

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

ARTICLE I

NAME/REGISTERED OFFICE

The name of this corporation shall be

Urban Academy, located at _____ (street address, city, state, zip).

Academy

8426 Cooper Way E

ARTICLE II

INDEPENDENCE HTS, MN 55126

PURPOSE

This corporation is organized exclusively for charitable, scientific and educational purposes (pick one or more), more specifically to Education. To this end, the corporation shall at all times be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

065078

ARTICLE III

EXEMPTION REQUIREMENTS

At all times shall the following 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 the 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 (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170 (c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE IV

DURATION

The duration of the corporate existence shall be perpetual.

ARTICLE V

MEMBERSHIP/BOARD OF DIRECTORS

The corporation shall have no members. The management of the affairs of the corporation shall be vested in a Board of Directors, as defined in the corporation's bylaws. No Director shall have any right, title, or interest in or to any property of the corporation.

The number of Directors constituting the first Board of Directors is 4, their names and addresses being as follows:

MONAGHAN M. LY
 1426 Cooper Way E
 Irvine Grove Hts, MN 55076

Name	Address
RALPH ELLIOT	10246 GARDEN OAKS TRAIL - WOODBURY, MN 55129
PIERRE ELKHORN	2045 PARKSIDE DR - ST. PAUL, MN 55119
TROY JOHNSON	1431 STONBURNER AVE - ST. PAUL, MN 55104

Members of the first Board of Directors shall serve until the first annual meeting, at which their successors are duly elected and qualified, or removed as provided in the bylaws.

ARTICLE VI

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) officer, or Directors be subject to the payment of the debts or obligations of this corporation.

ARTICLE VII

DISSOLUTION

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of by the District Court of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.



ARTICLE VIII

INCORPORATOR(S)

The incorporator(s) of this corporation is/are:

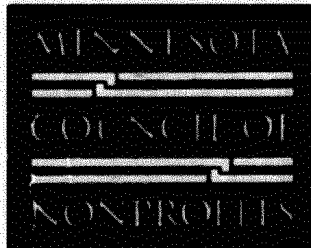
The undersigned incorporator(s) certify(ies) that she/he/they execute(s) these articles for the purposes herein stated.

Monaghan Ly (Same)
RALPH ELLIOT (Same)

Signature	Date	8/29/00
		
Signature		8/29/00
		
Signature		

[Back to How to Start a Nonprofit Organization](#)


Minnesota Council of Nonprofits
2700 University Ave. W. #250
St. Paul, MN 55114
Phone: (651) 642-1904
Fax: (651) 642-1517
email: info@mncn.org



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STATE OF MINNESOTA
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AUG 29 2000


Secretary of State



Minnesota Statutes, Chapter 302A or 317A



101



Work Item 1564686200038
Original File Number 1W-40

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
06/13/2025 11:59 PM

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

Steve Simon
Secretary of State

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

See the following pages.

By-Laws



Last Revision: May 2025

BYLAWS

FACILITY

The principal office of the corporation Urban Academy Charter School (hereafter the “Company” or the “Charter School”) shall be located at 1668 Montreal Avenue, Saint Paul, Minnesota 55116. The corporation may have such other offices, either within or without the State of Minnesota, as the board of directors may determine from time to time.

VISION

Inspiring, challenging, and enhancing every student’s innate ability to succeed.

MISSION

Our mission is to work in partnership with families to provide an opportunity for every child to meet or exceed their individual potential in basic academic and life skills by utilizing holistic research-proven methods in a safe, structured, and respectful community.

VALUES

(F) Friendly **(I)** In-control **(R)** Respect **(E)** Encouraging

ARTICLE I: MINNESOTA LAW COMPLIANCE

Section 1.1 The governance of the Corporation will at all times be in accord with the provisions of Minnesota Statutes, Chapter 124E, the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D.01 et. seq., the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.01 et.seq., and the Minnesota Nonprofit Corporations Law, Minnesota Statutes Chapter 317A.

ARTICLE II: MEMBERSHIP

Section 2.1 The board of Directors are the Members of the Corporation.

ARTICLE III: ELIGIBLE VOTERS; ELECTIONS

Section 3.1 The following persons may participate in the annual election of Directors: (i) staff members who are employed by the Corporation at the time of the election, including teachers employed by the School or providing instruction under a contract with a cooperative, (ii) all existing Directors of the Corporation, including all teacher Directors, community Directors, and parent Directors, (iii) parents/legal guardians of students enrolled at the School at the time of the election, and (iv) any other eligible voters required by applicable law. An individual who falls into multiple categories (i.e. parent/legal guardian who is also an employee of the Corporation) shall have the right to exercise one (1) vote.

ARTICLE IV: BOARD OF DIRECTORS

Section 4.1 **Number.** The Board of Directors shall consist of no fewer than 5 and no more than 15 members.

Section 4.2 **Composition.** In accordance with Minnesota Statutes, Chapter 124E.07, Subd. 3, the Board of Directors shall contain (1) at least one licensed teacher employed as a teacher at the school or providing instruction under contract between the charter school and a cooperative; (2) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school;

and (3) at least one interested community member who resides in Minnesota and is not employed by the charter school and does not have a child enrolled in the school.

Section 4.3 Governance Model. In accordance with Minn. Stat. Section 124E.07, Subd. 3(c) (or successor statute), the structure of the Board of Directors is: no clear majority. The choices are (1) a majority of teachers, (2) a majority of parents, (3) a majority of community members, or (4) no clear majority

Section 4.4 Ex Officio Directors. As permitted by Minn. Stat. §124E.07, subd. 3(d), at the invitation of the Board of Directors, any designated Charter School administrator may serve as an *ex-officio* nonvoting board member

Section 4.5 Tenure. Board members shall serve a term of three years. Terms shall be staggered such that approximately one-third expires each year to ensure continuity of the Board. Terms begin on July 1 and end on June 30. Each expiring seat will be up for election in May prior to its expiration. Directors may be reelected to successive terms, provided, however, that no individual may serve more than four (4) consecutive three-year terms (a total of 12 years).

Section 4.6 Officers. The officers of the Board of Directors will consist of a Chair, Vice Chair, Secretary, and Treasurer, each of whom will be selected or appointed by the Board of Directors. Officer terms will be one (1) year, from July 1 through June 30. A Director may serve more than one consecutive term in any office position; provided that no Director may continue serving as an officer after the expiration or earlier termination of their term as a Director.

Section 4.7 Board Chair. shall preside at all meetings of the board; set the agenda for all meetings, in consultation with the Executive Director, and shall have the authority to convene additional meetings of the Board if necessary or reschedule or cancel meetings if appropriate; execute the mandates of the school board; and appoint or develop action planning committees (ie. governance review, strategic planning, etc.)

Section 4.8 Board Vice Chair. serves as the backup to the Board Chair when Chair is unavailable; works with other officers and committee members; is ex-officio member of all committees; carries out duties and assignments as may be delegated by the Board Chair.

Section 4.9 Board Secretary. sets the agenda with the Board Chair and distributes agenda to all the Board members while sending reminders of meetings and directions one week prior to a Board meeting; taking minutes during all Board meetings and distributes to all Board, Advisory Board, and interested parties; keep by-laws and policies and procedures up-to-date with any changes made by motions at a Board meeting; track attendance of Board members at all board meetings; making copies of agenda; financial reports and other materials as needed for the Board meeting.

Section 4.10 Board Treasurer. reports on the status of school funds, oversees budget planning; and ensures timely preparation and appropriate filing of the school's funds, tax and budget expenditure reports.

Section 4.11 Rules of Order: (a) Board Chair is to call the meeting to order (b) Board Secretary is to do roll call of all board and ex-officio board members and (c) Board agenda and additions are to be reviewed for approval or any additions to the agenda by all of the Board of Directors.

Section 4.12 Regular Meetings. Regular meetings of the Board of Directors shall be in compliance with Minnesota Statutes, Chapter 13D.

Individuals who are not members of the Board of Directors are not to comment in the meeting unless there is a period for public comment, or if called upon by the Board Chair. If someone attending

the meeting becomes disrespectful or disruptive during the meeting, the Board reserves the right to have that person dismissed or removed from the meeting.

Section 4.13 Special Meetings. The Board Chair may call a special meeting of the Board of Directors at any time, for any purpose with not less than three days' notice. The Board Chair shall call a special meeting of the Board of Directors upon the request of two (2) or more members of the Board.

Section 4.14 Emergency Meetings. Emergency meetings will be held at the request of any Board member. No Director shall request an emergency meeting except in cases of actual emergency, such as natural disaster. In the event of an emergency, the Board Chair and other Directors shall endeavor to provide as much notice as is feasible under such emergency conditions. The meeting shall be conducted in as public a manner as possible under such emergency conditions. The Board's action in such an event shall be strictly limited to the minimum necessary to respond to the emergency conditions until either a special meeting or regular meeting may be duly noticed and conducted.

Section 4.15 At all meetings of the Board, a majority of the Board of Directors shall constitute a quorum for the transaction of business. The Board of Directors may continue to transact business at a meeting at which a quorum was originally present, even though Directors withdraw or are removed, provided that any action taken is approved by a majority of the then-remaining Directors. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting for a new meeting. At any such new meeting replacing an adjourned meeting, any business, which might have been transacted at the meetings as originally called, may be transacted without further notice.

Section 4.16 Each member of the Board of Directors shall have the power to exercise one (1) vote on all matters to be decided by resolution of the Board. The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the Board. A School Board member shall not appoint a proxy or vote by proxy.

Section 4.17 Any member may resign at any time by delivering a written resignation to the Board Chair of the Company, and such resignation shall also constitute a resignation as a member of the Company. The Board may fill the vacancy for the remainder of the term of the resigning director, by a vote of the majority of the remaining members.

Section 4.18 Members shall be personally present at any meeting except to the extent that personal presence alternative is permitted by Minnesota Statutes, Chapter 13D (Minnesota Open Meeting Law). An excused absence constitutes written communication with Board Chair 2 days prior to the scheduled meeting date or in case of an emergency 2 hours prior to the scheduled meeting time. An unexcused absence constitutes lack of communication on behalf of Board of Directors as to their absence from the meeting.

Section 4.19 Removal of Members. The Board may remove any Director from the Board without cause by majority vote of Directors excluding the removed Director. The Board may fill the vacancy thus created for the remainder of the term of the removed Director by a vote of the majority of the members then remaining on the board. Upon removal of a Director, the Board will endeavor to fill the vacancy with a qualified person for the remainder of the term of the removed director.

Section 4.20 No compensation shall be paid to members for their services as a Board member. Reasonable remuneration may be paid to a member for services performed for the Company in any other capacity.

ARTICLE V: BOARD COMMITTEES, TRAINING, AND EVALUATION

Section 5.1 Board may develop board committees as the Board sees appropriate to assist in developing, organizing, and planning for specific needs of the Board.

Section 5.2 Director Training. Board members shall comply with Minnesota Statutes, Chapter 124E.07, Subd. 7 by completing basic training and continuing or annual training. If basic training is not begun within 6 months of being seated or not completed within 12 months of seating, the director is immediately removed from the board.

Section 5.3 The Urban Academy Board will evaluate its own performance by conducting an annual GOVERNANCE REVIEW. The Board Chair will oversee this duty as part of his/her duty.

Section 5.4 The Urban Academy Board will conduct annual Board retreats as needed to address the Board and school's needs for long-range planning.

ARTICLE VI: CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 6.1 The Board may authorize any officer or officers, agent of the Company, in addition to the officers so authorized by the Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

Section 6.2 All funds of the Company shall be deposited from time to time to the credit of the Company in such banks, trust companies, and other depositories as the Board may select and other depositories selected by the Board.

ARTICLE VII: SELF-DEALING TRANSACTIONS AND CONFLICTS OF INTEREST

Section 7.1 Each Director shall certify that he/she has read, is in compliance with, and will abide by the Conflicts of Interest Policy attached hereto. Each Director and Officer shall promptly complete and forward to the Board such annual or more frequent written disclosures as may be required from time to time by board resolution and/or policy.

Section 7.2 Periodic Review. The current conflict of interest policy is attached hereto as Exhibit B and incorporated herein by reference. The Board of Directors shall review the Conflict of Interest Policy periodically, with advice of legal counsel for the Corporation, to ensure it complies with applicable laws as enacted and/or amended from time to time.

Section 7.3 Annual Disclosure Statement. On an annual basis, each Director shall review the conflict of interest policy adopted by the BOD and complete an Annual Disclosure Statement including the information listed in the Annual Disclosure Statement attached as Exhibit A.

ARTICLE VIII: AMENDMENT OF THE ARTICLES OF INCORPORATION OR BY-LAWS

Section 8.1 Subject to the right of the Members to adopt, amend and repeal these Bylaws as set forth in Minnesota Statutes, section 317A.181, Subd. 2(b), the power to adopt, amend or repeal the Bylaws is vested in the Board of Directors.

Section 8.2 The Board may amend its governance model, set forth in Article V,

“1) by 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 cooperative; and (2) with the authorizer's approval” (124E.07, Subd. 4)

Urban Academy Bylaws p. 4

CERTIFICATE OF THE SECRETARY

The undersigned Secretary and Board Chair of Urban Academy Charter School, a Minnesota nonprofit corporation, does hereby certify that the foregoing Revised and Amended Bylaws are the Bylaws adopted for the Corporation.

The governance model was improved with the approval of the authorizer and with the majority vote of the board of directors.

<i>Melissa Jensen</i>	<i>6/23/2025</i>	<i>Ronsoie Xiong</i>	<i>6/23/25</i>
<hr/>		<hr/>	
Board Chair	Date	Board Secretary	Date

EXHIBIT A

CONFLICT OF INTEREST ANNUAL DISCLOSURE STATEMENT

1. I am a member of the Board of Directors, a member of a committee with Board- delegated duties, or an Officer of (the "**Corporation**").
2. I have received a copy of the current Conflict of Interest Policy adopted by the Corporation.
3. I have read and I do understand the Policy.
4. I agree to comply with the Policy.
5. I understand that the Corporation is a Minnesota public (charter) school and charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes. I agree to refrain from any conflicts of interest or appearance of conflicts of interest between the Corporation and myself, and to disclose any such conflicts of interest or appearance of conflicts of interests prior to any decision by the Board of Directors or any committee of the Corporation.

_____ I am not aware of any conflict of interest.

_____ I have, or potentially have, a conflict of interest in the following area(s):

Name: _____ Signature: _____

Date: _____

EXHIBIT B

CONFLICT OF INTEREST POLICY

1. Purpose. The purpose of this policy is to observe state statutes regarding conflict of interest for charter school board members and to engage in charter school business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.
2. General Statement of Policy. It is the policy of the charter school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof.
3. Conflict of Interest, Statutory Requirements. The board will update this policy regularly to ensure compliance with the current Minnesota statutory requirements regarding conflict of interest (Minn. Stat. §124E.07, subd.3 and 124E.14, which read as follows:

124E.07 Subd. 3(e) and (f) Membership Criteria

(b) An individual is prohibited from serving as a member of the charter school board of directors if (1) the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (2) an immediate family member is an employee of the school. An individual may serve as a member of the board of directors if no conflict of interest exists under this paragraph, consistent with this section.

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

124E.14 Conflict of Interest

(a) No member of the board of directors, employee, officer, or agent of a charter school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when:

- (1) the board member, employee, officer, or agent;*
- (2) the immediate family of the board member, employee, officer, or agent;*
- (3) the partner of the board member, employee, officer, or agent; or*
- (4) an organization that employs, or is about to employ any individual in clauses (1) to (3).*

Has a financial or other interest in the entity with which the charter school is contracting. A violation of this prohibition renders the contract void.

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

4. General Prohibitions and Recognized Statutory Exceptions. A Director shall not voluntarily nor knowingly have a personal financial interest in any contract between the Corporation and any entity that provides good, professional services, or facilities to the Corporation.

5. Determination as to Whether a Conflict of Interest Exists. The determination as to whether a conflict of interest exists is to be made by the BOD. Any BOD member who believes he or she may have an actual or potential conflict shall notify the BOD of such conflict immediately. The BOD member shall thereafter cooperate with the BOD as necessary for the BOD to make its determination.

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.