

SCHOOL AUTHORIZER CONTRACT

between

Novation Education Opportunities
3432 Denmark Avenue Suite #130 Eagan, MN 55123

and

Delta Academy of Technology and Innovation
1330 Blair Avenue
St. Paul, MN 55104

This Agreement is between the Novation Education Opportunities and Delta Academy of Technology and Innovation.

SECTION 1. TERMS OF AGREEMENT.

1.1 Effective date: November 1, 2023

1.2 Expiration date: June 30, 2030 (two years of pre-operation and five years of operation)

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 section 124E.01, subdivision 1, and how the School will report its implementation of the primary purpose;
- 1.4.2 A declaration of the additional purpose or purposes in section 124E.01, subdivision 1, that the School intends to carry out and how the School will report its implementation of those purposes;
- 1.4.3 A description of the charter school program and the specific academic and nonacademic outcomes that pupils must achieve;
- 1.4.4 A statement of admission policies and procedures;
- 1.4.5 A governance, management, and administration plan for the charter school;
- 1.4.6 Signed agreements from charter school board members to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools;
- 1.4.7 The criteria, processes, and procedures that the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance consistent with subdivision 3, paragraphs (a) and (b);
- 1.4.8 For contract renewal, the formal written performance evaluation of the charter school that is a prerequisite for reviewing a charter contract under subdivision 3;

- 1.4.9 Types and amounts of insurance liability coverage to be obtained by the charter school, consistent with section 124E.03, subdivision 2, paragraph (d);
- 1.4.10 Consistent with section 124E.09, paragraph (d), a provision to indemnify and hold harmless the authorizer and its officers, agents, and employees from any suit, claim, or liability arising from any operation of the charter school, and the commissioner and department officers, agents, and employees notwithstanding section 3.736;
- 1.4.11 The term of the contract, which for an initial contract may be up to five years plus an additional preoperational planning year, and up to five years for a renewed contract or a contract with a new authorizer after a transfer of authorizers, if warranted by the charter school's academic, financial, and operational performance;
- 1.4.12 How the board of directors or the operators of the charter school will provide special instruction and services for children with a disability under sections 125A.03 to 125A.24, and 125A.65, a description of the financial parameters within which the charter school will operate to provide the special instruction and services to children with a disability;
- 1.4.13 The specific conditions for contract renewal that identify performance of all students under the primary purpose of section 124E.01, subdivision 1, as the most important factor in determining contract renewal;
- 1.4.14 The additional purposes under section 124E.01, subdivision 1, paragraph (a), and related performance obligations under clause 1.4.7 contained in the charter contract as additional factors in determining contract renewal;
- 1.4.15 The plan for an orderly closing of the School under chapter 317A, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract, that includes establishing the responsibilities of the school board of directors and the authorizer and notifying the commissioner, authorizer, school district in which the charter school is located, and parents of enrolled students about the closure, information and assistance sufficient to enable the student to reenroll in another school, the transfer of student records under section 124E.03, subdivision 5, paragraph (b), and procedures for closing financial operations;
- 1.4.16 The agreed-upon Authorizer fee structure (Minn. Stat. §124E);
- 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 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 and is mailed to the school by the Minnesota Secretary of State's Office; and
- 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 External Management Organization Agreement Terms (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:

- (a) "Agreement" means this contract between the Authorizer and the School as required by Minnesota Charter School Law, Minn. Stat. §124E.
- (b) "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.
- (c) "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.
- (d) "Approval" means the approval by the Education Commissioner for the Authorizer to grant a charter to the School (includes charter contract renewals).
- (e) "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.
- (f) The "School" refers to the School listed above.
- (g) 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.
- (h) "Charter School Board" means the Board of Directors established to govern the School, as required under Minn. Stat. §124E.
- (i) The "Authorizer" refers to the Authorizer listed above.
- (j) "Education Commissioner" means the Commissioner of the Minnesota Department of Education or his or her designee.
- (k) "Department" means the Minnesota Department of Education.
- (l) "State" means the State of Minnesota.
- (m) "School Information" includes all educational data, as defined in Minnesota Statutes 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.
- (n) "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.

(a) Graduation Standards. If applicable, the School will comply with the requirements as defined by Minnesota Statute and the School will document the levels of student performance on the state assessments developed and administered by the Department.

(b) 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 English language learners 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.

(c) *Individuals with Disabilities Education Act* (IDEA). The School will comply with Minn. Statutes Chapters 125A and 124E, all applicable rules implemented pursuant to these chapters, and all Federal and State law relating to the education of students with disabilities. Consistent with the provisions of Minn. Stat. Chapter 124E, the financial parameters within which the School will operate to provide special education instruction and related services to students with disabilities will be based on the individual needs of the student, as defined by the student's evaluation and by the instruction and related services specified in the student's Individual Education Plan ("IEP").

(d) 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. 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.

- (e) Annual Report. The School will file an Annual Report with the Authorizer by October 30 each year that may be inclusive of the World's Best Workforce reports consistent with the provisions of Minn. Stat. §124E, and that contains all information required by the Authorizer and the Education Commissioner. The Annual Report and World's Best Workforce reports will be filed by due dates identified in Charter Law. The Authorizer will review the Annual Report and World's Best Workforce reports and may provide written comment to the School as necessary to support the School with compliance.
- (f) Annual Report Dissemination. The School will disseminate the Annual Report and the World's Best Workforce Report or a summary of this Report to the families of students attending the School and post these reports on the School's website. The World's Best Workforce Report may be included in the Annual Report.
- (g) If the state requires the School to develop and implement an educational improvement plan that could be a School Improvement Plan (SIP) 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

(a) Nonprofit Status. The School is organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended

(b) 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.

(c) 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.

(d) 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.

(e) The Authorizer documents and respects any autonomy conferred on the School by statute or law as exemptions from regulations or requirements.

(f) 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.

(g) 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.

Authorized Grades. The School is authorized to serve grades Prekindergarten – Grade 12.

(h) 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 Minnesota Education Commissioner, consistent with Minnesota Statutes 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 Minnesota Statutes 124E.

SECTION 6. OPERATING REQUIREMENTS

6.1 Governance

(a) 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 Minnesota Statutes 123B.03, Subd.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.

(b) 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 Minnesota Statute 124E.

(c) 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.

(d) Charter School Board Election. Charter School Board elections will be conducted as provided in the School's bylaws and Minnesota Statute 124E.

(e) Open Meeting Law. All meetings and business of the Charter School Board will comply with the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.

(f) 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.

(g) Authorization of Employment. The Charter School Board will employ and contract with necessary teachers, as defined by Minnesota Statutes 122A.06, who hold valid teaching licenses issued by the State to perform the particular service for which they are employed at the School.

(h) 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.

(i) 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").

(j) 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 Minnesota Statutes Chapter 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, Minnesota Statutes Chapter 123 Sections 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 Minnesota Statutes 120A.22.

6.6 Admissions

(a) 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.

(b) 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.

- (a) **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.
- (b) **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 Statute; Chapter 13 and the Family Educational Rights and Privacy Act (FERPA). The School will provide the Authorizer with a full set of approved policies and updates as created.
- (c) **Other Reports.** The School and the Authorizer will file reports with the Education Commissioner consistent with the procedures established by the Department.
- (d) **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

- (a) **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.
- (b) **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.
- (c) **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.

(d) Significant Agreements. Terms of Agreements with Third-party Educational or Operational MOs and any other contracts or agreements that create significant relationships or effect on the School will be shared with Authorizer and comply with the NEO Policy for Authorizing Schools Contracting with Charter Management Organizations or External MOs, together referred to as "MOs".

(e) Creditors. The School will pay all creditors within 35 days of receipt on an outstanding invoice, pursuant to the State's prompt payment law, Minnesota Statutes 16A.124. 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

(a) The School will comply with the same health and safety requirements as a public school district.

(b) Immunization. The School will comply with Minnesota Statutes 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.

(c) 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; Sections 120A.22, Subdivision 7; 121A.75; 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 (M.S. 121A 40-56) 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. 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 dollars (\$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.

Grounds. The grounds for non-renewal or termination for cause under the Charter Law include:

- (a) Failure to demonstrate satisfactory academic achievement for all students, including the requirements for pupil performance contained in this Agreement;
 - (b) Failure to meet generally accepted standards of fiscal management;
 - (c) Violations of law; or
 - (d) Other good cause shown.
- 8.2 Authorizer Processes and Charter School Board's Response.
- (a) 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.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 Minn. Stat. Chapters 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.
- (f) 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.
- (g) 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.
- (h) 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. If 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

Irrawaddy Academy

By:

By:

Wendy Swanson Choi
Signature

Michelle Winn
Signature

Wendy Swanson Choi
Print Name

Michelle Winn
Print Name

Executive Director
Title

Board Chair
Title

October 30, 2023
Date

REVISION (If Applicable)

Novation Education Opportunities

By:



Signature

Wendy Swanson Choi

Print Name

Executive Director

Title

June 26, 2026

Date

Delta Academy of Technology and Innovation

By:



Signature

Amiin Harun

Print Name

Board Chair

Title

REVISION (If Applicable)

Novation Education Opportunities

By:

Signature

Print Name

Title

Date

Delta Academy of Technology and Innovation

By:

Signature

Print Name

Title

ADDENDUM TO THE CONTRACT

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

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

(1) A declaration that the School will carry out the primary purpose in section 124E.01, subdivision 1 (improve all pupil learning and all student achievement), and how the School will report its implementation of the primary purpose

The primary purpose of **Delta Academy of Technology and Innovation** is to improve all pupil learning and all student achievement.

The School will report its implementation of the primary purpose in the World's Best Workforce and Annual Report.

(2) A declaration of the additional purpose or purposes in section 124E.01, subdivision 1, that the School intends to carry out and how the School will report its implementation of those purposes

Delta Academy of Technology and Innovation also intends to meet the state statutory purposes to: (1) increase learning opportunities for all pupils; (2) encourage the use of different and innovative teaching methods; and (3) measure learning outcomes and create different and innovative forms of measuring outcomes.

The School will report its implementation of the additional purposes in the World's Best Workforce and Annual Report.

(3) A description of the School program and the specific academic and nonacademic outcomes that pupils must achieve.

The school's broadly inclusive vision is for Saint Paul to flourish with opportunity and hope, with every child and family seeing a future of optimism.

The mission is to educate all students to achieve a lifetime of success.

Delta Academy of Technology and Innovation is focused on the combination of five learning approaches.

1. Differentiated learning using mastery skill tracking, challenging all learners to make attainable next steps.
2. Hands-on learning that engages the learner while simultaneously leading to deeper understanding.
3. Life skill development, including a focus on executive function, community collaboration, creativity, and the depth of knowledge abilities of strategic, tactical, and analytical thinking.
4. Technology enabling faculty to specialize on their strengths. **Delta Academy of Technology and Innovation** is using a Learning Management System (LMS) and Digital Learning Platforms (DLPs) to provide students ample skill practice and immediate feedback on the skills they are developing and need for automaticity in reading and math problem solving in the classroom under the guidance of the teachers and teaching assistants.
5. A Universal Design for Learning framework that will provide students with multiple means of engagement, representation of mastery in multiple modalities, action, and expression for learning.

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

NOTE: According to the school's New School Affidavit, the prekindergarten instructional program will operate at which point the school has the funds to sustain the programming. When the school knows when the prekindergarten program will start, NEO and the school will incorporate a description of the prekindergarten program, including goals, with a contract revision.

NOTE: According to the school's New School Affidavit enrollment projection proforma that the MDE reviewed and has on file, the school will not start grade 9 until year six, which is outside of the term of the contract. Therefore, there are no goals for grade levels beyond grade 8.

Novation Education Opportunities - Delta Academy of Technology and Innovation Performance Framework
Delta Academy of Technology and Innovation
Date of Last Update/Review:
Contract Term: July 1, 2025 - June 30, 2030
Baseline Year Results: 2025-2026
Charter Number: 4304
Initial Year of Operation: 2025-2026
Grades Approved to Serve: PK-12

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

I. All Children are Ready for School

I.A Early Literacy and Early Numeracy Goals

Performance Rating	NWEA MAP for Primary Math Targets (K)			Point Value	Points Earned
Exemplary	At least More than 75% of K students meet the K learning targets.			2	
Satisfactory	60-75% of K students meet the K learning targets in the combined FY 2026-FY 2029.			1	
Not Satisfactory	Less than 60 percent of K students met the K learning targets.			0	
Results	Year	Students Meeting Targets	Total Students Tested	Delta Academy Percent Proficient	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				

Analysis

Performance Rating	NWEA MAP for Primary Reading Targets (K)			Point Value	Points Earned
Exemplary	At least More than 75% of K students meet the K learning targets.			2	
Satisfactory	60-75% of K students meet the K learning targets in the combined FY 2026-FY 2029.			1	
Not Satisfactory	Less than 60 percent of K students met the K learning targets.			0	
Results	Year	Proficient Students	Total Students Tested	Delta Academy Percent Proficient	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				

Analysis

II. All Students Graduate from High School (As Measured by Grade Level Proficiency)					
II.A Attain Grade-level Proficiency- All Students State Comparison					
Performance Rating	MCA-Math (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	Delta Academy Percent Proficient	State Percent Proficient
	Baseline 2025-2026				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					
Performance Rating	MCA- Reading (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	Delta Academy Percent Proficient	State Percent Proficient
	Baseline 2025-2026				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

Performance Rating	MCA- Science (Grades 5 and 8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Delta Academy Percent Proficient	State Percent Proficient
	Baseline 2025-2026				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

II.B Attain Grade-level Proficiency- All Students Resident District Comparison

Performance Rating	MCA-Math (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	Delta Academy Percent Proficient	Resident District Percent Proficient
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					
Performance Rating	MCA- Reading (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	Delta Academy Percent Proficient	Resident District Percent Proficient
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

Performance Rating	MCA- Science (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results					Resident District Percent Proficient
	Year	Proficient Students	Total Students Tested	Delta Academy Percent Proficient	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

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

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

Performance Rating	MCA-Math (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	Delta Academy Percent Proficient	State Percent Proficient
	Baseline 2025-2026				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					
Performance Rating	MCA- Reading (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	Delta Academy Percent Proficient	State Percent Proficient
	Baseline 2025-2026				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

Performance Rating	MCA- Science (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Delta Academy Percent Proficient	State Percent Proficient
	Baseline 2025-2026				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

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

Performance Rating	MCA-Math (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	Delta Academy Percent Proficient	Resident District Percent Proficient
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					
Performance Rating	MCA- Reading (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	Delta Academy Percent Proficient	Resident District Percent Proficient
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

Performance Rating	MCA- Science (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results					Resident District Percent Proficient
	Year	Proficient Students	Total Students Tested	Delta Academy Percent Proficient	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

III.C Attain Grade-level Proficiency- EL Focus Group State Comparison					
Performance Rating	MCA-Math (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	Delta Academy Percent Proficient	State Percent Proficient
	Baseline 2025-2026				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					
Performance Rating	MCA- Reading (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	Delta Academy Percent Proficient	State Percent Proficient
	Baseline 2025-2026				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

Performance Rating	MCA- Science (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Delta Academy Percent Proficient	State Percent Proficient
	Baseline 2025-2026				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

III.D Attain Grade-level Proficiency- EL Focus Group Resident District Comparison					
Performance Rating	MCA-Math (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	Delta Academy Percent Proficient	Resident District Percent Proficient
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					
Performance Rating	MCA- Reading (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	Delta Academy Percent Proficient	Resident District Percent Proficient
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

Performance Rating	MCA- Science (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results					Resident District Percent Proficient
	Year	Proficient Students	Total Students Tested	Delta Academy Percent Proficient	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

III.E Attain Grade-level Proficiency- SPED Focus Group State Comparison					
Performance Rating	MCA-Math (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	Delta Academy Percent Proficient	State Percent Proficient
	Baseline 2025-2026				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					
Performance Rating	MCA- Reading (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	Delta Academy Percent Proficient	State Percent Proficient
	Baseline 2025-2026				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

Performance Rating	MCA- Science (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Delta Academy Percent Proficient	State Percent Proficient
	Baseline 2025-2026				
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

III.F Attain Grade-level Proficiency- SPED Focus Group Resident District Comparison					
Performance Rating	MCA-Math (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	Delta Academy Percent Proficient	Resident District Percent Proficient
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					
Performance Rating	MCA- Reading (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	Delta Academy Percent Proficient	Resident District Percent Proficient
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

Performance Rating	MCA- Science (Grades 5,8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results					Resident District Percent Proficient
	Year	Proficient Students	Total Students Tested	Delta Academy Percent Proficient	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

IV. All Students Graduate from High School (As Measured by Growth)					
IV.A All Students Graduate from High School- Students Below Grade Level Make High Growth					
Performance Rating	NWEA Fall-Spring MAP Math Growth (Grades 1-8)			Point Value	Points Earned
Exemplary	Students scoring below grade level on the fall Math NWEA MAP will collectively achieve more than 150 percent of their NWEA MAP projected growth target on the Spring NWEA MAP.			4	
Satisfactory	Students scoring below grade level on the fall Math NWEA MAP will collectively achieve 120 through 150 percent of their NWEA MAP projected growth target on the Spring NWEA MAP.			2	
Not Satisfactory	Students scoring below grade level on the fall Math NWEA MAP do not achieve 120 percent of their NWEA MAP projected growth target on the Spring NWEA MAP.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Total Students Below Grade Level
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 1-8)			Point Value	Points Earned
Exemplary	Students scoring below grade level on the fall Reading NWEA MAP will collectively achieve more than 150 percent of their NWEA MAP projected growth target on the Spring NWEA MAP.			4	
Satisfactory	Students scoring below grade level on the fall Reading NWEA MAP will collectively achieve 120 through 150 percent of their NWEA MAP projected growth target on the Spring NWEA MAP.			2	
Not Satisfactory	Students scoring below grade level on the fall Reading NWEA MAP do not achieve 120 percent of their NWEA MAP projected growth target on the Spring NWEA MAP.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Total Students Below Grade Level
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

IV.B Meet or Exceed National Growth Norms- Students At or Above Grade Level Making Medium or High Growth

Performance Rating	NWEA Fall-Spring MAP Math Growth (Grades 1-8)			Point Value	Points Earned
Exemplary	Students scoring at or above grade level on the fall Math NWEA MAP will collectively achieve more than 110 percent of their NWEA MAP projected growth target on the Spring NWEA MAP.			4	
Satisfactory	Students scoring at or above grade level on the fall Math NWEA MAP will collectively achieve 90 through 110 percent of their NWEA MAP projected growth target on the Spring NWEA MAP.			2	
Not Satisfactory	Students scoring at or above grade level on the fall Math NWEA MAP do not achieve 90 percent of their NWEA MAP projected growth target on the Spring NWEA MAP.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Total Students At/Above Grade Level
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 1-8)			Point Value	Points Earned
Exemplary	Students scoring at or above grade level on the fall Reading NWEA MAP will collectively achieve more than 110 percent of their NWEA MAP projected growth target on the Spring NWEA MAP.			4	
Satisfactory	Students scoring at or above grade level on the fall Reading NWEA MAP will collectively achieve 90 through 110 percent of their NWEA MAP projected growth target on the Spring NWEA MAP.			2	
Not Satisfactory	Students scoring at or above grade level on the fall Reading NWEA MAP do not achieve 90 percent of their NWEA MAP projected growth target on the Spring NWEA MAP.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Total Students At/Above Grade Level
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

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

V. The school conditions promote a climate of engagement.

V.A Attendance Rates

Performance Rating	Attendance Rate (Grades K-8)	Point Value	Points Earned
Exemplary	More than 94% attendance rate	2	
Satisfactory	90-94 percent attendance rate.	1	
Not Satisfactory	Less than 90 percent attendance rate	0	
Results	Year	Attendance Rate	
	2024-2025		
	2025-2026		
	2026-2027		
	2027-2028		
	2028-2029		
2025-2029			

Analysis

V.B Parent Engagement

Performance Rating	Parent Event Attendance Rates (Grades K-8)	Point Value	Points Earned
Exemplary	More than 90% attendance rate	2	
Satisfactory	80-90 percent attendance rate.	1	
Not Satisfactory	Less than 80 percent attendance rate.	0	
Results	Year	Attendance Rate	
	2024-2025		
	2025-2026		
	2026-2027		
	2027-2028		
	2028-2029		
2025-2029			

Analysis

V.C Parent Satisfaction					
Performance Rating	5-point Parent Satisfaction Survey Results (Grades K-8)			Point Value	Points Earned
Exemplary	More than 90 percent of parents agree (4) and strongly agree (5) that they are satisfied with the school performance.			2	
Satisfactory	80-90 percent of parents agree (4) and strongly agree (5) that they are satisfied with the school performance.			1	
Not Satisfactory	Less than 80 percent of parents agree (4) and strongly agree (5) that they are satisfied with the school performance.			0	
Results	Year	Number of Parents Agreeing/Strongly Agreeing	Total Number of Parents Surveyed	Percent of Parents Agreeing/Strongly Agreeing	Percent of Parents Participating
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					
V.D Mobility					
Performance Rating	Students Remain Enrolled October 1 to End of Year (K-8)			Point Value	Points Earned
Exemplary	Less than 10 percent of students transfer out.			2	
Satisfactory	10-15 percent of students transfer out			1	
Not Satisfactory	More than 15 percent of students transfer out.			0	
Results	Year	Number of Students Who Transfer Out After October 1	Total Number of Students Enrolled October	Percent of Students Who Transfer Out After October	
	2024-2025				
	2025-2026				
	2026-2027				
	2027-2028				
	2028-2029				
	2025-2029				
Analysis					

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

VI. School is Compliant with Contract and Statute

VI.A Compliance

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

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

VII. School is Financially Solvent/Sustainable

VII.A Finance Awards

Performance Rating	Awards	Point Value	Points Earned
Exemplary	NEO Stewardship Award in Finance Recipient	2	
Satisfactory	MDE Finance Award Recipient	1	
Not Satisfactory	Not an MDE or NEO Finance Award Recipient	0	
Analysis			

VII.B Fund Balance

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

VII.C Financial Audit

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

Contract Renewal and Intervention

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

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

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

Summary and Analysis

Based on information available to date, **Delta Tech Academy of Technology and Innovation** has earned 0 points out of a total of 100 points possible, 0.00%.

Based on information available to date, **Delta Tech Academy of Technology and Innovation** is recommended for a -year contract renewal.

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

(4) A statement of admission policies and procedures

See the statement of admission policies and procedures on the following pages.



Delta Academy
Admissions, Enrollment, and Lottery Policy

Approved: April 23, 2024

Revised: June 22, 2026

I. Purpose:

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

II. General Statement of Policy:

Admission to Delta Academy Charter School is free to any eligible pupil who resides in Minnesota and open to all eligible students, without regard to intellectual ability, measures of achievement or aptitude, athletic ability, race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, sexual orientation, disability, or any other factors or criteria inconsistent with Minnesota Statutes, section 124E.11, other than the capacity of the program, class, grade level, or building. The School will not establish admission criteria or requirements inconsistent with Minnesota Statutes, section 124E.11.

III. Application and Procedure:

- (1) Each school year, the Board: (a) establishes by December 31st the open enrollment period applicable to the following school year's admissions; (b) publishes by December 31st on the School's website: The school's enrollment application applicable to the following school year, and this Admissions, Enrollment, and Lottery Policy. The enrollment application shall request only basic information necessary to identify the applicant, parent or guardian contact information, and the grade or program for which the student is applying. Information used for placement or services after admission shall not be requested or used as part of the admission decision.
- (2) Notice to Currently Enrolled Students & Staff Employed at the School: Prior to the beginning of the open enrollment period, the school provides notice of the open enrollment period to parents and staff so that siblings of currently enrolled students, foster children of parents of currently enrolled students, and children of staff may submit a timely application.
- (3) Application Processing. Each enrollment application received is date-stamped and also either time-stamped or sequentially stamped by number designating the order in which applications were received for each such date.
- (4) Admissions. The School gives enrollment preference to a Minnesota resident pupil over pupils who do not reside in Minnesota. A pupil who does not reside in Minnesota must annually apply to enroll in accordance with Minnesota Statutes, section 124E.11, paragraphs (a) to (f). All applications received during the open enrollment period are automatically accepted for enrollment (i.e. admitted) unless more applications are received than the available enrollment established by the Board for the applicable grade(s). In this situation, all submitted applications for such grade(s) are placed in the lottery; however, siblings of currently enrolled students, foster children of parents of currently enrolled students, and children of staff employed at the school have preference.

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

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

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

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

* Note: For a student who resides in Minnesota, the student is considered enrolled in the school until the student formally withdraws, the school receives a request for the transfer of educational records from another school, the school receives a written election by the parent or legal guardian of the student withdrawing the student, or the student is expelled under the Pupil Fair Dismissal Act in sections 121A.40 to 121A.56.

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

(7) General Lottery: If the number of applications received during the open enrollment period exceeds available enrollment established by the Board for any grade (and after Siblings and Foster Siblings (of enrolled students) who submitted timely applications are already admitted or establish a Sibling and Foster Sibling waiting list, and after all children of staff employed at the school who submitted a timely application are already admitted or establish a staff-children waiting list), the school conducts a general lottery.

All applications for each such grade(s) (excluding applications from Siblings and Foster Siblings of already enrolled students and excluding applications from children of staff employed at the school) received before the expiration of the open enrollment period are included in the general lottery. Students are admitted to the school in the order in which they are drawn in the lottery, as long as there is available enrollment as determined by the Board for the applicable grade(s).

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

(8) Subject to the Minnesota resident preference in this Policy, applications received after the open enrollment period expires are automatically admitted as long as there is available enrollment as established by the Board in the applicable grade, in the order received. If, or once, there is no available enrollment in any grade, applications are added to the applicable waiting list for each such grade, in the order received, provided that Minnesota resident pupils receive preference over pupils who do not reside in Minnesota.

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

IV. General Admission Procedures:

- (1) Order of Admission: Minnesota resident pupils receive preference over pupils who do not reside in Minnesota; then, within the applicable resident or nonresident pool, Siblings and Foster Siblings of Already Enrolled Students, then Children of Staff Employed at the School, then General Admissions
- (2) No waiting list carryover from year to year: Each waiting list is subject to a lottery and redrawn during each admission process each year.
- (3) Multiple births (twins, triplets, etc): Each student seeking admission completes an application (i.e. not one application for the family). In a lottery situation, each student receives an individual number/lot in the lottery.
- (4) Lottery Grade Order: Applicable lotteries occur from lowest grade to highest grade. For example, if a lottery is required in grades K and 3, the grade K lottery is conducted first, followed by the grade 3 lottery.
- (5) Kindergarten and First Grade Eligibility: To the extent the School admits kindergarten or first grade pupils, the School shall comply with Minnesota Statutes, section 124E.11(d), including any Board-approved early admission policy published on the School's website.

V. Administration Reservation of Rights:

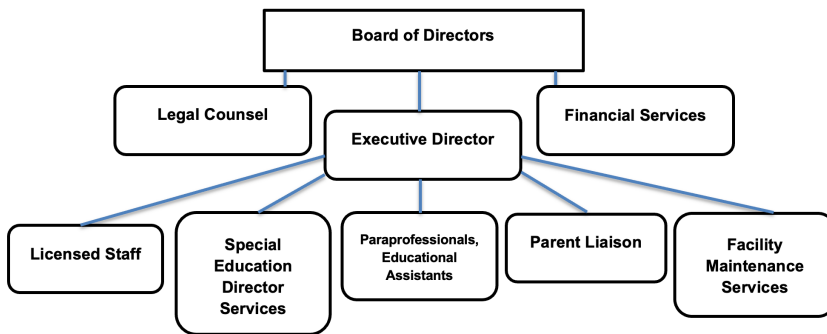
- (1) The Administration shall promulgate additional rules, procedures and/or guidelines from time to time as may be reasonably necessary to ensure orderly compliance with the Policy; provided that such rules, procedures, and guidelines are consistent with this Board-approved and published Policy and Minnesota Statutes, section 124E.11, and do not alter the admissions criteria, enrollment preferences, lottery process, or waiting-list order established in this Policy.

Legal References:

Minnesota Statutes, section 124E.11; Minnesota Statutes, section 363A.13; Minnesota Statutes, section 120A.20, subdivision 4

(5) A governance, management, and administration plan for the School

Irrawaddy Academy Organizational Chart



The Board of Directors will be responsible for the mission, vision, strategic plan, budget and leadership of the school, specifically:

- Defining and approving the mission and vision
- Hiring, supervising, supporting, evaluating, and, if necessary, terminating the Director
- Ensuring effective planning for enrollment, recruiting of staff, application for grants and fundraising
- Ensuring financial management, budget adoption, auditing, etc.
- Recruitment of board member candidates to be voted on by the staff and parents
- Maintaining good public standing in the community
- Maintaining a good relationship with the authorizer
- Ensuring the school meets its moral and legal obligations
- Assessing Board performance

The Board Officers will consist of President, Treasurer, and Secretary as described in the School's bylaws.

The Board will contract for financial management services to assist the board.

As stated in the School's bylaws, the number of board members will be no less than five and not more than eleven, but at all times shall be an odd number. The board member terms will be staggered in such a way that less than a majority of members will be elected each year.

The Executive Director will be hired and evaluated by the Board and will be responsible for operational duties such as staffing, programs and systems that carry out the mission set by the Board.

(6) Signed agreements from Charter School Board members to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools

Novation Education Opportunities

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

BOARD MEMBER OATH OF OFFICE AND AGREEMENT

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

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

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

Anisa Hashi
Anisa Hashi (May 5, 2025 19:10:29 CDT)

Signature

<https://na1.documents.adobe.com/verifier?tx=CBIHBCAA5AAB02uwYHzs6-YVzBYrLOR.TIqaP3iB-3Gb>

Anisa Hashi

Print name

Community Member

Seat (Parent, Community Member, Teacher)

Date seated

7/1/2025

Date current term of seat began

6/30/2028

Date current term of seat expires

Novation Education Opportunities

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

BOARD MEMBER OATH OF OFFICE AND AGREEMENT

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

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

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


samirabare0@gmail.com (May 5, 2026 16:35:17 CDT)

Signature

Samira barre

Samira Bare

Print name

Community Member

Seat (Parent, Community Member, Teacher)

Date seated

7/1/2025

Date current term of seat began

6/30/2027

Date current term of seat expires

Novation Education Opportunities

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

BOARD MEMBER OATH OF OFFICE AND AGREEMENT

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

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

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

Anisa Ali

Anisa Ali (May 5, 2026 17:33:13 CDT)

Signature

Anisa Ali

Print name

Community Member

Seat (Parent, Community Member, Teacher)

Date seated

7/1/2025

Date current term of seat began

6/30/2028

Date current term of seat expires

Novation Education Opportunities

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

BOARD MEMBER OATH OF OFFICE AND AGREEMENT

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

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

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

Amin Harun

Signature

Amin Harun

Print name

Community

Seat (Parent, Community Member, Teacher)

05/04/2026

Date seated

7/1/2024

Date current term of seat began

6/30/2027

Date current term of seat expires

Novation Education Opportunities

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

OATH OF OFFICE

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

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

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


Kasim991@gmail.com (Jan 7, 2026 16:43:43 CST)
Signature

Said Kasim
Print name

Parent
Seat (Parent, Community Member, Teacher)

Date seated

7/1/ 2025

Date current term of seat began

6/30/ 2028

Date current term of seat expires

Novation Education Opportunities

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

■

OATH OF OFFICE

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

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

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

____Nimco Jama_____
Signature

__Nimco Jama_____
Print name

Teacher

Seat (Parent, Community Member, Teacher)

____7/1/2023_____
Date seated

____6/30/2026_____
Date term of seat expires

Novation Education Opportunities

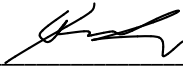
3432 DENMARK AVENUE ♦ EAGAN, MINNESOTA 55123 ♦ T: 612.889.2103

OATH OF OFFICE

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

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

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



Signature

Mohamed Farah
Print name

Parent
Seat (Parent, Community Member, Teacher)

02/09/2026
Date seated

6/30/28
Date term of seat expires

Reviewer Note: The "Date Seated" field reflects the date this board member was appointed and seated to fill the seat during an existing term. The term for this seat began on 7/1/25 and ends on the term end date listed on this form, consistent with the school's bylaws and board roster.

(7) The criteria, processes, and procedures that the Authorizer will use to monitor and evaluate the fiscal, operational, and academic performance consistent with MN Statutes 124E, subdivision 3, paragraphs (a) and (b)

See the following pages.

NEO Oversight Plan for Operating Schools

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

Student/School Academic Performance

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

Climate

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

Operations/Governance

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

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

Financial

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

Ongoing, Consistent, and Robust Monitoring and Evaluation

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

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

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

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

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

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

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

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

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

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

Clear Climate, Operations, and Finance Standards

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

Ratings

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

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

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

Weighting of Performance Measures

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

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

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

Implementation

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

Combining Data Over the Contract Term

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

Contract Revisions

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

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

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

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

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

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

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

Contract Renewal Eligibility

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

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

Intervention and Corrective Action

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

Closure Plan

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

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

The performance evaluation tool is the Performance Framework. The Authorizer will evaluate the School performance using the Performance Framework. The evaluation informs the contract renewal and School expansion decisions, as well as intervention plans.

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

See 6.14 of this Agreement.

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

See Section 6.15 of this Agreement.

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

Effective date: November 1, 2023

Expiration date: June 30, 2030

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

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

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

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

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

Child Find: A child find process for identifying and potentially referring students for intervention and/or assessment of special education needs will include:

- Special education information in marketing materials, on the school's web site, and in brochures
- Information requested on Transfer of Records request.
- Examination of records of incoming students.
- Parental Request for evaluation.
- A child study team will monitor and research the needs of any child suggested for assessment, service and/or other help.

- Classroom teachers will be in-serviced on pre-referral and referral procedures
 - Procedures necessary to ensure parents are consulted, informed, and kept apprised.
 - Proper management of a student IEP including the provision and monitoring of all required educational and related services.
 - The various forms and documents that must be prepared, updated and filed related to a special needs student including initial referrals, and more.
 - A procedure for maintaining confidentiality and accurate and timely reporting.
 - Data collections as required by IDEA, and the state; for example, the number of students being provided special education services; the types and numbers of students exempted from state assessments; the basis of exit of students with disabilities from the school.

IEP: The Case Manager will follow all Special Education due process laws. The Case Manager will facilitate an annual IEP meeting to review students' progress, strengths, weaknesses, present level performance, and consult with all team members including parents regarding students' progress or lack of progress. Goals and objectives will be written in accordance to students' disabilities and needs. The team will also review and discuss appropriate adaptations, modifications, test assessments, technology needs and transportation needs. After the meeting, the Case Manager will follow Minnesota Special Education best practice policies; which is to have the IEP written and sent out within 4 days, giving parents 10 days to review the IEP. The IEP will be implemented after the IEP has been agreed upon and signed by the parent or after the 14 days are up. At this time, all relevant teachers will be notified of the student's adaptations and modifications of the IEP. The goals and objectives will be monitored and reported in writing as often as the general education student body is monitored as reported, and parents will be notified of progress in writing.

Staffing: The School contracts with a third party to serve as the Special Education Director to provide leadership and guidance in the area of special education. With the assistance of the contracted third party special education director, the school has developed a Total Special Education System Manual to comply with all state and federal requirements as outlined, to ensure that the needs of special education students are met. In addition, the school hires a Special Education Teacher (multiple licenses preferred) and as many HQ Special Education Assistants as required by the IEPs. All Special Education staffing and supplies are outlined in the school's budget, including the SPED director in the Budget. Currently, over 90% of the expenditures for SPED are billed to the home district of student residence and the school will receive additional resources from Federal SPED payments.

504 Plans

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

Child Find: Similar to the special education program, a child find process for identifying and potentially referring students for determination of eligibility 504 needs will include:

- Special education information in marketing materials, on the school's web site, and in brochures
- Information requested on Transfer of Records request.
- Questions asked on home visits.
- Examination of records of incoming students.
- Parental Request for evaluation.

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

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

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

(13) The specific conditions for contract renewal that identify performance under the primary purpose of section 124E.01, subdivision 1 (improve pupil learning and student achievement), as the most important factor in determining contract renewal

NEO and **Delta Academy of Technology and Innovation** will use the School's Performance Framework to monitor and evaluate the school performance.

The Academic Performance Indicators are currently worth a total of 68 points out of 100 points possible (68%) of the total Performance Framework points possible.

Because the majority of points possible are based on Academic Performance Indicators, the performance under the primary purpose of 'improving all pupil learning and all student achievement' is the most important factor in determining contract renewal.

(14) The additional purposes under section 124E.01, subdivision 1, paragraph (a), and related performance obligations under clause (7) contained in the charter contract as additional factors in determining contract renewal

The additional purposes of **Delta Academy of Technology and Innovation** are to 'increase learning opportunities for all pupils' and to 'use different and innovative teaching methods'.

The Climate Performance Indicators comprise eight of the total Performance Framework points possible (8%), the Governance Performance Indicators comprise 10 of the total points possible (10%), and the Finance Performance Indicators comprise 14 of the total points possible (14%).

These indicators measure legal compliance, fiscal health, parent satisfaction, and student attendance, retention, safety, hope, and respect for student learning.

NEO and **Delta Academy of Technology and Innovation** have determined that these additional indicators address the additional purposes because they are key indicators of successfully achieving the additional purposes.

(15) The plan for an orderly closing of the School under chapter 317A, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract, that includes establishing the responsibilities of the School board of directors and the Authorizer and notifying the commissioner, Authorizer, School district in which the School is located, and parents of enrolled students about the closure, information and assistance sufficient to enable the student to reenroll in another School, the transfer of student records under section 124E.03, subdivision 5, paragraph (b), and procedures for 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.

See the following pages for the required plan elements.

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.	School			
Continue current instructional program as specified in the School's charter, including administration of state-mandated assessments.	School			

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

	Responsible Party	Timeline for Completion	Actual Completion	Status
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, and 5) assessments/testing information, 6) credits earned, 7) MARSS numbers, and all other student records. 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.	School			
Staff				
Provide contact information, and list of employees/School Board members and correspondent responsibilities to the Authorizer.	School			
Terminate any contracts and cancel any programs extending beyond the charter termination.	School			
Pay state and federal payroll taxes; pay all TRA and PERA dues.	School			
Coordinate termination of insurance benefits.	School			
Provide letters of recommendation for staff.	School			
Pay Staff through last day of employment.	School			

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

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

	Responsible Party	Timeline for Completion	Actual Completion	Status
Provide for disposal of the School's assets according to statutes 308A or 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 Minnesota Statutes 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
<p>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, 3) 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.</p>	School			
<p>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.</p>	School			

(16) The agreed-upon Authorizer fee structure (Minn. Stat. § 124E)

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

(17) 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 at the time of contract renewal.

(18) The Charter School Board membership roster.

See the following page.

Delta Academy of Technology and Innovation Board Roster

Name	E-mail	Position (Chair, Vice Chair, Secretary, Treasurer)	Seat (Parent, Community Member, Teacher with File Folder #)	Term Start and Term End Dates
Sadiq Mohamud	sadiq@deltatechacademy.org	Ex-Officio	N/A	N/A
Amiin Harun	amiin.harun@gmail.com	Chair	Community	7/1/2024-6/30/2027
Said Kassim	kassim991@gmail.com	Member	Community	7/1/2025-6/30/2028
Anisa Hashi	anisahashi1172@gmail.com	Member	Community	7/1/2024-6/30/2026
Nimco Jama	njama@deltatechacademy.org	Secretary	Teacher #1044838 Expires 2026	7/1/2023-6/30/2026
Samira Barre	samirabarre0@gmail.com	Treasurer	Community	7/1/2025-6/30/2027
Mohamed Farah	hashi.farah@gmail.com	Member	Parent	7/1/2025-6/30/2028
Anisa Ali	anisadaad83@gmail.com	Member	Community	07/1/2025-6/30/2028

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

See the following page for the School's Certificate of Incorporation.

**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:	Delta Academy of Technology and Innovation
Date Filed:	01/24/2023
File Number:	1369268200024
Minnesota Statutes, Chapter:	317A
Home Jurisdiction:	Minnesota

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



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

Steve Simon
Secretary of State
State of Minnesota

(20) Copy of School's Articles of Incorporation stamped with the filing date and mailed to the school by the Minnesota Secretary of State's Office.

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

Note that the Articles include the phrase " to any extent as may be permitted by Minnesota or Federal law" in regards to indemnification of board members.

Nothing in the Articles shall require the Corporation to indemnify a board member who has violated Minnesota Statutes 2022, section 124E.07, subdivision 3(b).

Office of the Minnesota Secretary of State Certificate of Incorporation

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

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

Name: Irrawaddy Academy

File Number: 1369268200024

Minnesota Statutes, Chapter: 317A

This certificate has been issued on: 01/24/2023



Steve Simon
Secretary of State
State of Minnesota

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



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

ARTICLE 1 - CORPORATE NAME:

Irrawaddy Academy

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

Name

Address:

Too Too

3749 Jordan Avenue N New Hope MN 55427 USA

ARTICLE 3 - INCORPORATOR(S):

Name:

Address:

Michelle Winn

3749 Jordan Avenue N New Hope MN 55427

DURATION: PERPETUAL

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

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

SIGNED BY: Rachel Pfost

MAILING ADDRESS: None Provided

EMAIL FOR OFFICIAL NOTICES: rpfof@nomizolearning.com

ARTICLES OF INCORPORATION
OF
IRRAWADDY ACADEMY (THE “CORPORATION”)

These articles of incorporation are signed and acknowledged by the undersigned incorporator for the purpose of forming a nonprofit corporation under the Minnesota Nonprofit Corporations Act, Minnesota Statutes, Chapter 317A.

ARTICLE I

NAME

The name of the Corporation shall be Irrawaddy Academy.

ARTICLE II

REGISTERED OFFICE

The address of the registered office in the State of Minnesota is 3749 Jordan Avenue N., New Hope, MN, 55427.

ARTICLE III

MEMBERS

The Member of the Corporation shall be the Board of Directors of the Corporation.

ARTICLE IV

PURPOSE

The Corporation is organized and shall be operated exclusively to carry out such purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter in effect (the “Code”), and which is other than a private foundation by reason of being described in Section 509(a)(1), (2), or (3) of the Code. More particularly, the Corporation shall seek authorization for opening and operating a Minnesota public charter school.

ARTICLE V

INCORPORATOR

The incorporator of the Corporation is Michelle Winn.

ARTICLE VI

PERSONAL LIABILITY

Neither the incorporator, directors, officers, employees, nor the representatives or agents of the Corporation shall be personally liable for the payment of any debts or obligations of the Corporation of any nature whatsoever, nor shall any of the property of the members or of any of the directors, officers, employees, representatives, or agents be subject to the payment of the debts or obligations of the Corporation to any extent as may be permitted by Minnesota or Federal law (e.g., failure to pay state and federal withholding taxes for any Corporation employee).

ARTICLE VII

INITIAL DIRECTORS

The initial members of the Board of Directors who shall serve until a different Board of Directors is appointed in the manner provided for in the bylaws of the Corporation are:

Ms. Michelle Winn
Ms. Wai Austin
Mr. Too Too
Ms. Zin Min Htay
Ms. Myint Myint Swe
Ms. Beth Palmer
Ms. Caroline Ann Agre

ARTICLE VIII

NO PECUNIARY GAIN

The Corporation shall not pay any pecuniary gain to its member. No part of the net income or net earnings of the Corporation shall inure, directly or indirectly, to the benefit of any member, director, or officer of the Corporation or any private individual, except that reasonable compensation may be paid for services rendered to or for the Corporation in the performance of its corporate purpose.

ARTICLE IX

DISSOLUTION

The Corporation may be dissolved in accordance with the laws of the State of Minnesota. At the time of dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all debts, obligations, liabilities, costs and expenses of the Corporation, dispose of all assets of the Corporation; provided, however, that in no case shall a liquidation, transfer, or disposition be made which would not qualify as a charitable contribution under Section 170(c)(1) or (2) of the Code, and all assets shall be turned over and transferred to one or more organizations qualified as exempt pursuant to Section 501(c)(3) of the Code, or to the State of Minnesota or any political subdivision thereof for exclusively public purposes.

ARTICLE X

CONFLICT OF INTEREST

In compliance with MN Stat. 124D.01 et. seq. and any other applicable Minnesota Law, directors and employees of the Corporation who have a direct or indirect personal, financial, or beneficial interest in any contract, sale, purchase, or lease for goods, property, or services furnished to or used by the Company shall not:

1. Approve any such contract, sale, purchase, or lease;
2. Directly influence the contracting, sale, purchasing, or leasing decision by establishing requirements or evaluating services, property, or products; or
3. Otherwise have any direct involvement in the contracting, sale, purchasing, or leasing process.

IN WITNESS WHEREOF, I have hereunto set my hand this 24 day of Feb, 2023.



Michelle Winn
Sole Incorporator



Work Item 1369268200024
Original File Number 1369268200024

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
01/24/2023 11:59 PM

Steve Simon

Steve Simon
Secretary of State

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

See the following page for the School's Bylaws.

Bylaws of

Delta Academy of Technology and Innovation (the “Corporation”)

The affairs of the corporations shall be conducted in accordance with applicable Minnesota Law, including, but not limited to: Mn. Stat. 124E.01 et seq; the Minnesota Data Practices Act, MN Stat. 13.01 et seq; the Minnesota Open Meeting Act, MN Stat 13D.01 et seq; and the Minnesota Non-Profit Corporation Act, MN Stat. 317A.01 et seq.

SECTION I MEMBERS

1.1. Members. The Member of the Corporation shall be the board of directors of the Corporation.

1.2. Voting Rights. The Member shall have one hundred percent (100%) of the Member voting power. Notwithstanding this Section, board elections, vacancies, removals, and changes to board governance structure must be conducted in accordance with Minnesota Statutes, chapters 124E and 317A, these Bylaws, and the School's board election policy.

SECTION II DIRECTORS

2.1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors (the “Board”). The Board may exercise all such powers and do all such things as may be exercised or done by the Corporation, subject to the provisions of applicable law, the Articles of Incorporation, or these Bylaws.

2.2. Duties. The board of directors also shall decide and is responsible for all decision making on policy matters related to operating the school, including budgeting, curriculum programming, personnel, and operating procedures.

The board must adopt personnel evaluation policies and practices that, at a minimum:

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

The board must adopt a nepotism policy that prohibits the employment of immediate family members of a board member, a school employee, or a teacher who provides instruction under a contract between the charter school and a cooperative. The board may waive this policy if: (1) the position is publicly posted for 20 business days; and (2) a two-thirds majority of the remaining board of directors who are not immediate family members of an applicant vote to approve the hiring. A board member, school employee, or teacher under contract with a cooperative must not be involved in an interview, selection process, hiring, supervision, or evaluation of an employee who is an immediate family member.

Every charter school board member and any nonvoting ex-officio member who is the charter school director or chief administrator shall complete board training required by Minnesota law. The School shall include in its annual report the training each board member completed during the previous year. The Board shall ensure that an annual assessment of the Board's performance is conducted and that the results are reported in the School's annual report.

2.3. Number, Tenure, and Qualification. The number of directors shall be not less than five (5) nor more than eleven (11), but at all times shall be a number that is an odd number (5, 7, 9, etc.). The ongoing charter school board of directors shall have at least five members. The board members must not be related parties. The ongoing board must include: (1) at least one licensed teacher; (2) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (3) at least one interested community member. A community member serving on the board must reside in Minnesota, must not have a child enrolled in the school, and must not be an employee of the charter school.

To serve as a licensed teacher on a charter school board, an individual must: (1) be employed by the school or provide at least 720 hours of service under a contract between the charter school and a teacher cooperative; (2) be a qualified teacher as defined under section 122A.16, either serving as a teacher of record in a field in which the individual has a field license, or providing services to students the individual is licensed to provide; and (3) not serve in an administrative or supervisory capacity for more than 240 hours in a school calendar year.

The board structure must be defined in the bylaws. The board structure may (1) be a majority of teachers under paragraph (b), (2) be a majority of parents, (3) be a majority of community members, or (4) have no clear majority.

The chief administrator may only serve as an ex-officio nonvoting board member. No charter school employees shall serve on the board other than teachers under paragraph (b).

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

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

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

Nothing in either the Articles or Bylaws shall require the Corporation to indemnify a board member who has violated Minnesota Statutes 2022, section 124E.07, subdivision 3(b).

2.4. Term of Office. Beginning on July 1 of the first year of operation of the Corporation charter school, terms for directors shall be either 2-or 3 years. Terms shall be staggered in such a manner that less than a majority of the members of the Board shall be elected each year. The number of terms an individual may serve as a director of the board is 3. Members shall be identified with terms as follows:

Director Slot	Member Name	Date of Election	End of Term
A	Statutory Required Parent		
B	Statutory Required Teacher		
C	Statutory Required Community Member		
D	TBD		
E	TBD		

2.5. Board Structure.

The board structure is to have no clear majority.

The board may change its governance structure only:

- (1) by a majority vote of the board of directors
- (2) by a majority vote of the licensed teachers employed by the school as teachers who provide instruction to students, including licensed teachers providing instruction under a contract between the school and a cooperative; and
- (3) with the authorizer's approval.

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

2.6. Board Elections: Staff members employed at the school, including teachers providing instruction under a contract with a cooperative, members of the board of directors, and all parents or legal guardians of children enrolled in the school are the voters eligible to elect the members of the school's board of directors. (b) The board of directors must establish and publish election policies and procedures on the school's website. (c) The board of directors must notify eligible voters of the school board election dates and voting procedures at least 30 calendar days before the election and post this information on the school's website. (d) The board of directors must notify eligible voters of the candidates' names, biographies, and candidate statements at least ten calendar days before the election and post this information on the school's website.

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

An initial member and an elected board member must file a written oath of office with the charter school's authorizer.

2.7. Meetings. A schedule of the regular meetings of the Board shall be kept on file at its primary offices and posted publicly on the Corporation charter school website. If the Board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule of regular meetings, it shall give the same notice of the meeting that is provided in this section for a special meeting.

2.7.1. Special Meetings. For a special meeting, except an emergency meeting or a special meeting for which a notice requirement is otherwise expressly established by statute, the Board shall post written notice of the date, time, place, and purpose of the meeting on the Corporation charter school website and on the principal bulletin board of the Corporation charter school or, if the Corporation charter school has no principal bulletin board, on the door of its usual meeting room. The notice shall also be mailed via electronic mail or otherwise delivered to each person who has filed a written request for notice of special meetings with the Board. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.

2.7.2. Emergency Meetings. For an emergency meeting, the public body shall make good faith efforts to provide notice of the meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number. Notice of the emergency meeting shall be given by telephone or by any other method used to notify the members of the public body. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the members. Notice shall include the subject of the meeting. Posted or published notice of an emergency meeting is not required. An "emergency" meeting is a special meeting called because of circumstances that, in the judgment of the public body, require immediate consideration by the public body. If matters not directly related to the emergency are discussed or acted upon at an emergency meeting, the minutes of the meeting shall include a specific description of the matters.

2.7.3. Waiver of Notice. Any director may waive notice of any meeting. A waiver of notice by a Director is effective whether given before, at, or after the meeting, and whether given orally, in writing, or by attendance. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, unless such Director objects at the beginning of the meeting to the transaction of business on grounds that the meeting is not lawfully called or convened and does not participate thereafter in the meeting. Nothing in this Section waives, alters, or cures any public notice requirement under the Minnesota Open Meeting Law.

2.8. Quorum and Voting. A majority of the Directors currently holding office shall constitute a quorum for the transaction of business at any meeting of the Board. In the absence of a quorum, a majority of the Directors present must adjourn the meeting until a quorum is present. If a quorum is present when a duly called or held meeting is convened, the Directors present may transact business until adjournment, except if the withdrawal of a number of Directors originally present leaves less than the number otherwise required for a quorum. The Board shall take action by the affirmative vote of a majority of the Directors present at any duly held meeting, except as to any question upon which any different vote is required by law, the Articles of Incorporation, or these Bylaws.

2.9. Vacancies and Newly Created Directorships. Vacancies occurring on the Board shall be filled in accordance with Minnesota Statutes, chapter 317A, Minnesota Statutes, section 124E.07, these Bylaws, and the School's board election policy. Any vacancy shall be filled by an individual from the same statutory membership category as the Director being replaced, if applicable. A Director appointed to fill a vacancy shall serve until the date the vacating Director's term would have ended, unless a shorter period or election is required by applicable law or the School's board election policy.

2.10. Removal of Directors. A Director may be removed only in accordance with Minnesota Statutes, chapter 317A, Minnesota Statutes, section 124E.07, these Bylaws, and the School's board election policy. The Board shall fill any resulting vacancy in accordance with Section 2.9.

2.11. Committees. The Board, by a resolution approved by the affirmative vote of a majority of the Directors then holding office, may establish one or more committees of one or more natural persons having the authority of the Board in the management of the business of the Corporation to the extent provided in such a resolution. Such committees, however, shall at all times be subject to the direction and control of the Board. Committee Members need not be Directors and shall be appointed by the affirmative vote of a majority of the Directors present. A majority of the Members of any committee shall constitute a quorum for the transaction of business at a meeting of any such committee. In other matters of procedure, the provisions of these bylaws shall apply to committees, and the Members of any committee shall constitute a quorum for the transaction of business at a meeting of any such committee. In other matters of procedure, the provisions of these bylaws shall apply to committees and the Members thereof to the same extent they apply to the Board and Directors, including, without limitation, the provisions with respect to meetings and notice thereof, absent Members, written actions and valid acts. Each committee shall keep regular minutes of its proceedings and report the same to the Board.

A charter school shall publish and maintain on the school's official website: (1) the meeting minutes of committees having board-delegated authority, within 30 days following the earlier of the date of board approval or the next regularly scheduled meeting, and for at least 365 days from the date of publication. The Board shall establish a finance committee that meets regularly and includes at least one member of the Board. The finance committee shall review and provide recommendations to the Board on matters related to financial health and best practices, including, as applicable, financial strategy, enrollment tracking, budgeting and planning, internal controls and compliance, revenue generation, financial conflicts of interest, audits and financial reporting, regular finance statements and transactions, and authorizer finance-related requirements in the charter contract. The charter school shall also publish and maintain on its official website the meeting minutes of the Board of Directors and of members and committees having board-delegated authority, directory information for the Board of Directors and for the members of committees having board-delegated authority and identifying and contact information for the School's authorizer. The School shall include identifying and contact information for the School's authorizer in other school materials it makes available to the public.

2.12. Meeting by Means of Electronic Communication. Members of the Board or any committee designated by the Board may participate in a meeting by interactive technology only in accordance with the Minnesota Open Meeting Law, including Minnesota Statutes, section 13D.02, or other applicable statutory authority. When required by law: all participating members must be able to hear and see one another and hear and see all discussion and testimony presented at any location at which at least one member is present; members of the public present at the regular meeting location must be able to hear and see all discussion, testimony, and votes; at least one member must be physically present at the regular meeting location; all votes must be conducted by roll call; the Board or committee must allow remote electronic monitoring to the extent practical; notice must state the regular meeting location and that members may participate by interactive technology; and the minutes must identify members appearing by interactive technology and state the reason or reasons for the appearance by interactive technology. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

SECTION III OFFICERS

3.1. Number and Qualification. The Officers of the Corporation shall consist of one or more natural persons elected by the Board exercising the functions of the offices, however designated, of President, Treasury, and Secretary. The Board may also appoint such other Officers as it may deem necessary or advisable. Except as provided in these bylaws, the Board shall fix the powers, duties, and compensation of all Officers. Officers may be, but need not be, Directors of the Corporation. Any number of Officer positions may be held by the same person.

3.2. Term of Office. An officer shall hold office until a successor shall have been duly elected, unless prior thereto such Officer shall have resigned or been removed from office as hereinafter provided. The term is one year. The number of terms an individual may serve as an officer of the board is 3.

3.3. Removal and Vacancies. Any officer or agent elected or appointed by the Board shall hold office at the pleasure of the Board and may be removed, with or without cause, at any time by the vote of a majority of the Board present. Any vacancy in an office of the Corporation shall be filled by action of the Board.

3.4. President (Chief Executive Officer). The President shall:

- (1) have general active management of the business of the Corporation;
- (2) when present, preside at meetings of the Board;
- (3) see that orders and resolutions of the Board are carried into effect;
- (4) sign and deliver in the name of the corporation deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the articles or bylaws or by the Board to another Officer or agent of the corporation;
- (5) maintain records of and, when necessary, certify proceedings of the Board and the Member; and
- (6) perform other duties prescribed by the Board.

3.5. Treasurer. The treasurer shall:

- (1) keep accurate financial records for the corporation;
- (2) deposit money, drafts, and checks, in the name of and to the credit of the corporation in the banks and depositories designated by the Board;
- (3) endorse for deposit notes, checks, and drafts received by the corporation as ordered by the Board, making proper vouchers for the deposit;
- (4) disburse corporate funds and issue checks and drafts in the name of the corporation, as ordered by the Board;
- (5) upon request, provide the President and the Board an account of transactions by the treasurer and of the financial condition of the corporation; and
- (6) perform other duties prescribed by the Board or by the President.

3.6. Secretary. The Secretary shall attend all meetings of the Board and shall maintain records of, and whenever necessary, certify all proceedings of the Board. The Secretary shall keep the records of the Corporation and when so directed by the Board or other person or persons authorized to call such meetings, shall give or cause to be given notice of the meetings of the Board, and shall also perform such other duties and have such other powers as the President or the Board may prescribe from time to time.

3.7. **Executive Director/Other Officers.** The Executive Director hired by the Board shall oversee and manage all operations of the Corporation. The Board shall have authority to identify and elect other officers as it deems appropriate.

3.8. **Ex-Officio Directors.** As permitted by Minnesota law, the Executive Director and the person employed by the Corporation to manage its financial affairs shall be ex-officio members of the Board without the power to vote on any matters considered by the Board.

**SECTION IV
INSURANCE**

4.1. **Insurance.** The Corporation may purchase and maintain insurance on behalf of any person in such person's official capacity against any liability asserted against and incurred by such person in or arising from that capacity, whether or not the Corporation would otherwise be required to indemnify the person against the liability or whether the insurance would exceed allowed indemnification under Minnesota law.

**SECTION IV
MISCELLANEOUS**

5.1. **Amendments.** Except as limited by the Articles of Incorporation, these bylaws may be altered or amended by the Board at any meeting of the Board to the full extent permitted by law, subject, however, to the power of the Member of the Corporation to alter or repeal these bylaws.

5.2. **Seal.** The Corporation shall have no seal.

The undersigned Secretary of the Corporation does hereby certify that the foregoing 4 pages constituting bylaws are the bylaws adopted for the Corporation.

Dated effective: 05 Dec 2023

Revised: [date] June 22, 2026



Secretary



Board Chair

Reviewer Reference: Statutory Basis for Proposed Compliance Edits

This reference table is provided for review purposes and may be removed before final board adoption.

Bylaws Section	Change Made	Statutory Source
Title	Updates the school name from Irrawaddy Academy to Delta Academy of Technology and Innovation.	Board-directed name update; no specific statutory source cited for this drafting change.
Sections 1.2 / 2.9 / 2.10 / 5.1	Clarifies that the Member provisions do not override charter-board elections, vacancies, removals, and governance-structure requirements.	Minn. Stat. § 124E.07, subs. 4-5; Minn. Stat. §§ 317A.223 and 317A.227.
Section 2.2	Adds board training, annual training reporting, and annual board performance-assessment language.	Minn. Stat. § 124E.07, subd. 7.
Section 2.6	Adds written oath of office filing requirement for initial and elected board members.	Minn. Stat. § 124E.07, subd. 5(f).
Section 2.7.1	Adds Open Meeting Law special-meeting notice posting on principal bulletin board or door of usual meeting room, while retaining website posting.	Minn. Stat. § 13D.04, subs. 1-2.
Section 2.7.3	Clarifies that director waiver of personal notice does not waive public Open Meeting Law notice requirements.	Minn. Stat. chapter 13D, including § 13D.04.
Section 2.11	Adds required finance committee and required website posting of board minutes, delegated-committee minutes, directory information, and authorizer contact information.	Minn. Stat. § 124E.07, subs. 6(c)-(d) and 8(b)-(c).
Section 2.12	Updates remote/electronic meeting language to align with interactive-technology meeting conditions, notice, roll-call vote, remote monitoring, and minutes requirements.	Minn. Stat. §§ 13D.02 and 13D.04.
Section 3.8	Removes the financial manager as an ex-officio board member and limits ex-officio board service to the Executive Director if serving as chief administrator.	Minn. Stat. § 124E.07, subd. 3(d)-(e), and subd. 7 as applicable.

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.