

## SCHOOL AUTHORIZER CONTRACT

between  
Novation Education Opportunities  
3432 Denmark Avenue Suite #130 Eagan, MN 55123  
and  
New Century Academy  
950 School Road SW Hutchinson, MN 55350

This Agreement is between the Novation Education Opportunities and New Century Academy.

### SECTION 1. TERMS OF AGREEMENT.

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

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

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

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

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

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

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

## **SECTION 4. LEGAL STRUCTURE.**

### **4.1. Legal Structure**

- 4.1.1. Nonprofit Status. The School is organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended.
- 4.1.2. Articles of Incorporation. The School's Articles of Incorporation are an implied part of this Agreement. The School represents that, as of the date of this Agreement, the Articles of Incorporation of the School set forth in the Agreement Addendum are accurate and have not been otherwise altered or amended.
- 4.1.3. Bylaws. The School's bylaws are an implied part of this Agreement. The School will notify the Authorizer within thirty (30) calendar days of any amendments to the bylaws. The School represents that, as of the date of this Agreement, the bylaws of the School set forth in the Agreement Addendum are accurate and have not been otherwise altered or amended.
- 4.1.4. The School is subject to Minn. Stat. §124E and any other statutes and rules that derive from or pertain to the operation of this entity.
- 4.1.5. The Authorizer documents and respects any autonomy conferred on the School by statute or law as exemptions from regulations or requirements.
- 4.1.6. Learning Environments and Leased Space. The School may lease space from any organization as it deems necessary in the Location identified in the Affidavit or subsequently approved by the Authorizer based on need and demand, within provisions of Minn. Stat. §124E. The School will submit a lease-aid application to the Department for approval prior to opening the School and each subsequent year. The School will provide a copy of that application when submitted to the Department, as well as the Department's decision, to the Authorizer. The School will provide to the Authorizer any notice of lease termination within five (5) calendar days of receipt.
- 4.1.7. Occupancy and Safety Certificates. The School Board shall: (a) ensure that the School's physical facilities comply with all fire, health, and safety state standards and regulations applicable to Schools; (b) meet federal American with Disabilities Act (ADA) requirements; and (c) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section. Copies of such certificates shall be provided to the Authorizer before the first day of classes, if requested by the Authorizer.
- 4.1.8. Authorized Grades. The School is authorized to serve grades 6-12.
- 4.1.9. Enrollment and Grade Level Expansion. The School will not expand to a new site or new grade levels beyond the grade levels identified in the Agreement without application to and approval by the Authorizer and the Education Commissioner, consistent with Minn. Stat. §124E.

## **SECTION 5. AUTHORIZER FEES**

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

## **SECTION 6. OPERATING REQUIREMENTS**

### **6.1. Governance**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 10. GENERAL TERMS**

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

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

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

**Novation Education Opportunities**

By:

  
Signature

Wendy Swanson Choi  
Print Name

Executive Director  
Title

June 26, 2026  
Date

**New Century Academy**

By:

  
Signature

Kelsey C Dolge  
Print Name

*Vice Chair*  
Title

**REVISION (If Applicable)**

**Novation Education Opportunities**

**[School]**

By:

By:

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

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

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

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

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

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

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

## **ADDENDUM TO THE CONTRACT**

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

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

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

**1.1. The primary purpose of charter schools is to improve all pupil learning and all student achievement.**

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

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

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

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

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

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

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

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

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

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

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

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

The mission of New Century Academy is to engage students in critical thinking and teamwork that empowers them toward life-long learning and global citizenship.

The vision of New Century Academy is to provide a school that creates an inclusive community working together to support student achievement and build a strong sense of self-worth.

New Century Academy focuses on creating, maintaining, and nurturing meaningful relationships with families and students within the surrounding communities.

New Century Academy values a compassionate, informed citizenry, life-long learning, critical thinking and respect for cultural and environmental diversity and serves to deepen an individual's understanding of self and the world they live in.

The small school size, class size, and low student to teacher ratio enables students to feel a vital part of a community and to feel an awareness of belonging and self-efficacy, lending them a greater sense of purpose within their world community.

New Century Academy is a unique learning experience that offers project-based learning along with core curriculum in the major study areas. It is a place where students are truly learning to learn.

The belief in utilizing the latest technology is evident in an emphasis on using technology in everyday lives and tapping into the resources of the community – especially people with expertise and knowledge to share.

The School is approved to provide project-based learning in grades 7-12.

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

The School's Performance Framework includes the specific academic and nonacademic outcomes that pupils must achieve and is incorporated into the contract.

<b>Novation Education Opportunities-New Century Academy Performance Framework</b>
<b>New Century Academy</b>
<b>Date of Last Update/Review:</b>
<b>Contract Term: July 1, 2026 - June 30, 2029</b>
<b>Baseline Year Results: 2022-2025</b>
<b>Charter Number: 4093</b>
<b>Initial Year of Operation: 2002</b>

These are the Academic Performance Indicators. They are 57.60% of the points possible.

**I. All Students are Ready for Career and College (As Measured by Grade Level Proficiency)**

**I.A Attain Grade-level Proficiency- All Students State Comparison**

Performance Rating	MCA-Math Goals (Grades 6-8,11)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	New Century Percent Proficient	State Percent Proficient
	Baseline 2022-2025	9	102	8.82%	
	2025-2026				
	2026-2027				
	2027-2028				
<b>Analysis</b>					
Performance Rating	MCA-Reading Goals (Grades 6-8,10)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	New Century Percent Proficient	State Percent Proficient
	Baseline 2022-2025	31	109	28.44%	
	2025-2026				
	2026-2027				
	2027-2028				
<b>Analysis</b>					

I.B Attain Grade-level Proficiency- All Students Resident District (Hutchinson) Comparison					
<b>Performance Rating</b>	<b>MCA-Math Goals (Grades 6-8,11)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>New Century Percent Proficient</b>	<b>Hutchinson Percent Proficient</b>
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
<b>Analysis</b>					
<b>Performance Rating</b>	<b>MCA-Reading Goals (Grades 6-8,10)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>New Century Percent Proficient</b>	<b>Hutchinson Percent Proficient</b>
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
<b>Analysis</b>					

II. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency)					
II.A Attain Grade-level Proficiency- FRP Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 6-8,11)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	New Century Percent Proficient	State Percent Proficient
	Baseline 2022-2025	6	69	8.70%	
	2025-2026				
	2026-2027				
	2027-2028				
2025-2028					
Analysis					
Performance Rating	MCA-Reading Goals (Grades 6-8,10)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	New Century Percent Proficient	State Percent Proficient
	Baseline 2022-2025	23	78	29.49%	
	2025-2026				
	2026-2027				
	2027-2028				
2025-2028					
Analysis					

II.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison					
<b>Performance Rating</b>	<b>MCA-Math Goals (Grades 6-8,11)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>New Century Percent Proficient</b>	<b>Hutchinson Percent Proficient</b>
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
<b>Analysis</b>					
<b>Performance Rating</b>	<b>MCA-Reading Goals (Grades 6-8,10)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>New Century Percent Proficient</b>	<b>Hutchinson Percent Proficient</b>
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
<b>Analysis</b>					

II.C Attain Grade-level Proficiency- SPED Focus Group State Comparison					
Performance Rating	MCA-Reading Goals (Grades 6-8,10)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	New Century Percent Proficient	State Percent Proficient
	Baseline 2022-2025	8	38	21.05%	
	2025-2026				
	2026-2027				
	2027-2028				
2025-2028					
Analysis					
II.D Attain Grade-level Proficiency- SPED Focus Group Resident District Comparison					
Performance Rating	MCA-Reading Goals (Grades 6-8,10)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	New Century Percent Proficient	Hutchinson Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

III. All Students are Ready for Career and College (as Measured by Growth)					
III.A Meet or Exceed National Growth Norms- Students Below Grade Level					
Performance Rating	NWEA Fall-Spring MAP Math Growth Targets (Grades 6-11)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students below grade level make the NWEA expected growth target AND/OR improve from the baseline year by more than 20 percentage points.			2	
<b>Satisfactory</b>	50-60 percent of students below grade level make the NWEA expected growth target AND/OR improve from the baseline year by 10-20 percentage points.			1	
<b>Not Satisfactory</b>	Less than 50 percent of students below grade level make the NWEA expected growth target and do not improve by at least 10 percentage points from the baseline year.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Total Students Tested	Percent of Students	
	Baseline 2022-2025	45	112	40.18%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	NWEA Fall-Spring MAP Reading Growth Targets (Grades 6-11)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students below grade level make the NWEA expected growth target AND/OR improve from the baseline year by more than 20 percentage points.			2	
<b>Satisfactory</b>	50-60 percent of students below grade level make the NWEA expected growth target AND/OR improve from the baseline year by 10-20 percentage points.			1	
<b>Not Satisfactory</b>	Less than 50 percent of students below grade level make the NWEA expected growth target and do not improve by at least 10 percentage points from the baseline year.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Total Students Tested	Percent of Students	
	Baseline 2022-2025	39	97	40.21%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

III.B Meet or Exceed National Growth Norms- Students Below Grade Level					
Performance Rating	NWEA Fall-Spring MAP Math Growth Targets (Grades 6-11)			Point Value	Points Earned
<b>Exemplary</b>	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve more than 150 percent of the NWEA target growth.			2	
<b>Satisfactory</b>	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve 120-150 percent of the NWEA target growth.			1	
<b>Not Satisfactory</b>	Less than 50 percent of the students below grade level meet their NWEA growth target and the students below grade level who meet their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
Results	Year	Aggregate of Actual RIT Growth Points	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Below Grade Level Who Made Expected Growth
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
<b>Analysis</b>					
Performance Rating	NWEA Fall-Spring MAP Reading Growth Targets (Grades 6-11)			Point Value	Points Earned
<b>Exemplary</b>	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve more than 150 percent of the NWEA target growth.			2	
<b>Satisfactory</b>	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve 120-150 percent of the NWEA target growth.			1	
<b>Not Satisfactory</b>	Less than 50 percent of the students below grade level meet their NWEA growth target and the students below grade level who meet their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
Results	Year	Aggregate of Actual RIT Growth Points	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Below Grade Level Who Made Expected Growth
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
<b>Analysis</b>					

III.C Meet or Exceed National Growth Norms- Students at or Above Grade Level					
Performance Rating	NWEA Fall-Spring MAP Math Growth Targets (Grades 6-11)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students at or above grade level make the NWEA expected growth target.			2	
<b>Satisfactory</b>	50-60 percent of students at or above grade level make the NWEA expected growth target.			1	
<b>Not Satisfactory</b>	Less than 50 percent of students at or above grade level make the NWEA expected growth target.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Total Students Tested	Percent of Students	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	NWEA Fall-Spring MAP Reading Growth Targets (Grades 6-11)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students at or above grade level make the NWEA expected growth target.			2	
<b>Satisfactory</b>	50-60 percent of students at or above grade level make the NWEA expected growth target.			1	
<b>Not Satisfactory</b>	Less than 50 percent of students at or above grade level make the NWEA expected growth target.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Total Students Tested	Percent of Students	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

III.D Meet or Exceed National Growth Norms- Students at or Above Grade Level					
<b>Performance Rating</b>	<b>NWEA Fall-Spring MAP Math Growth Targets (Grades 6-11)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	More than 50 percent of the students at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve more than 150 percent of the NWEA target growth.			<b>2</b>	
<b>Satisfactory</b>	More than 50 percent of the students at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve 120-150 percent of the NWEA target growth.			<b>1</b>	
<b>Not Satisfactory</b>	Less than 50 percent of the students at or above grade level meet their NWEA growth target and the students at or above grade level who meet their NWEA growth target achieve less than 120 percent of the NWEA target growth.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Aggregate of Actual RIT Growth Points</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	<b>Percent of Students At or Above Grade Level Who Made Expected Growth</b>
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
<b>Analysis</b>					
<b>Performance Rating</b>	<b>NWEA Fall-Spring MAP Reading Growth Targets (Grades 6-11)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	More than 50 percent of the students at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve more than 150 percent of the NWEA target growth.			<b>2</b>	
<b>Satisfactory</b>	More than 50 percent of the students at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve 120-150 percent of the NWEA target growth.			<b>1</b>	
<b>Not Satisfactory</b>	Less than 50 percent of the students at or above grade level meet their NWEA growth target and the students at or above grade level who meet their NWEA growth target achieve less than 120 percent of the NWEA target growth.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Aggregate of Actual RIT Growth Points</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	<b>Percent of Students At or Above Grade Level Who Made Expected Growth</b>
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
<b>Analysis</b>					

IV. All Students Graduate From High School					
IV.A Attain College Readiness Benchmarks					
Performance Rating	On-time Graduation Rate Goals (Grade 12)			Point Value	Points Earned
<b>Exemplary</b>	The on-time graduation rate improves by more than 20 percentage points from the baseline year.			4	
<b>Satisfactory</b>	The on-time graduation rate improves by 10-20 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	The on-time graduation rate does not improve by at least 10 percentage points from the baseline year.			0	
Results	Year	Students Graduating On-time	Total Graduates Possible	On-time Graduation Rate Percent	
	Baseline 2022-2025	64	98	65.31%	
	2025-2026				
	2026-2027				
	2027-2028				
2025-2028					
Analysis					
Performance Rating	On-time Graduation Rate Goals (Grade 12) - FRP Focus Group			Point Value	Points Earned
<b>Exemplary</b>	The on-time graduation rate improves by more than 20 percentage points from the baseline year.			4	
<b>Satisfactory</b>	The on-time graduation rate improves by 10-20 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	The on-time graduation rate does not improve by at least 10 percentage points from the baseline year.			0	
Results	Year	Students Graduating On-time	Total Graduates Possible	On-time Graduation Rate Percent	
	Baseline 2022-2025	45	70	64.29%	
	2025-2026				
	2026-2027				
	2027-2028				
2025-2028					
Analysis					
Adam Gregory of the Southwest West Central Service Cooperative (SWWC), serving as liaison to the Minnesota Department of Education (MDE), was instrumental in developing this goal.					

Performance Rating	On-time Graduation Rate Goals (Grade 12) - SPED Focus Group			Point Value	Points Earned
Exemplary	More than 80% of students with IEPs Graduate or Transition On Time AND/OR the percentage of students graduating improves by more than 20 percentage points from the baseline years.			4	
Satisfactory	60-80% of students with IEPs (Individualized Education Plans) Graduate or Transition On Time AND/OR the percentage of students graduating improves by 10-20 percentage points from the baseline years.			2	
Not Satisfactory	Less than 60% of students with IEPs Graduate or Transition On Time and the percentage of students graduating does not improve by more than 10 percentage points from the baseline years.			0	
Results	Year	Students Graduating On-time	Total Graduates Possible	On-time Graduation Rate Percent	
	Baseline 2022-2025	25	26	96.15%	
	2025-2026				
	2026-2027				
	2027-2028				
2025-2028					
Analysis	Adam Gregory (SWWC), serving as liaison to the MDE, was instrumental in developing this goal.				
Performance Rating	On-Time Graduation Rate and Early Intervention Goals (Grades 8-9)			Point Value	Points Earned
Exemplary	More than 90% of students who are identified as "at risk" (having failed 2 courses at NCA by the completion of 8th and 9th grade) complete the following interventions: parent communication intervention, completion of child find process, and weekly conferences with director/student services that will result in passing the failed courses.			4	
Satisfactory	75-90% of students who are identified as "at risk" complete the following interventions: parent communication intervention, completion of child find process, and weekly conferences with director/student services that will result in passing the failed courses.			2	
Not Satisfactory	Less than 75% of students who are identified as "at risk" complete the following interventions: parent communication intervention, completion of child find process, and weekly conferences with director/student services that will result in passing the failed courses.			0	
Results	Year	Students Completing Interventions	Total Students Identified As "At Risk"	Percent of Students Completing Interventions	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

Performance Rating	Credit Recovery Goal (Grades 10-12)			Point Value	Points Earned
Exemplary	More than 80% of students who enroll and are behind on credits graduate.			4	
Satisfactory	60-80% of students who enroll and are behind on credits graduate.			2	
Not Satisfactory	Less than 60% of students who enroll and are behind on credits graduate.			0	
Results	Year	Number of Students Behind on Credits Graduating	Total Students Behind on Credits	Percent of Students Behind on Credits Graduating	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis	Adam Gregory (SWWC), serving as liaison to the MDE, was instrumental in developing this goal.				
Performance Rating	E-Term Credit Goal (Grades 6-12)			Point Value	Points Earned
Exemplary	More than 80% of students who attend E-Term seminars earned credits.			4	
Satisfactory	60-80% of students who attend E-Term seminars earned credits.			2	
Not Satisfactory	Less than 60% of students who attend E-Term seminars earned credits.			0	
Results	Year	Number of E-Term Seminars Credits Earned	Total E-Term Seminars	Percent of Students Earning E-Term Credit	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis	Adam Gregory (SWWC), serving as liaison to the MDE, was instrumental in developing this goal.				

<b>Performance Rating</b>	<b>Senior Project Goal (Grade 12)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	More than 80% of students complete their senior project with a passing grade.			<b>4</b>	
<b>Satisfactory</b>	70-80% of students complete their senior project with a passing grade AND/OR the school's senior project completion rate increases by more than 10 percentage points from baseline year.			<b>2</b>	
<b>Not Satisfactory</b>	Less than 70% of students complete their senior project with a passing grade and the school's senior project completion rate does not increase by more than 10 percentage points from baseline year.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Number of Students Completing the Senior Project with a Passing Grade</b>	<b>Total Number of Senior Students</b>	<b>Percent of Students Completing the Senior Project with a Passing Grade</b>	
	Baseline 2022-2025	68	68	100.00%	
	2025-2026				
	2026-2027				
	2027-2028				
<b>Analysis</b>	Adam Gregory (SWWC), serving as liaison to the MDE, was instrumental in developing this goal.				
<b>Performance Rating</b>	<b>Senior Portfolio Goal (Grade 12)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	More than 80% of students complete their senior portfolio with a passing grade.			<b>4</b>	
<b>Satisfactory</b>	70-80% of students complete their senior portfolio with a passing grade AND/OR the school's senior portfolio completion rate increases by more than 10 percentage points from baseline year.			<b>2</b>	
<b>Not Satisfactory</b>	Less than 70 of students complete their senior portfolio with a passing grade and the school's senior portfolio completion rate does not increases by more than 10 percentage points from baseline year.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Number of Seniors Completing their Portfolio</b>	<b>Total Seniors with Portfolio Requirement</b>	<b>Percent of Seniors Completing their Portfolio</b>	
	Baseline 2022-2025	62	66	93.94%	
	2025-2026				
	2026-2027				
	2027-2028				
<b>Analysis</b>	Adam Gregory (SWWC), serving as liaison to the MDE, was instrumental in developing this goal.				

IV.B College and Employment Readiness					
Performance Rating	College and Employment Readiness Goals (Grade 12)			Point Value	Points Earned
<b>Exemplary</b>	More than 90% of seniors either complete an OJT (on the job training) credit, enroll in a transition service, be accepted to post-secondary education, enlist in the military, or complete a Work Skills course AND/OR the school improves by more than 10 percentage points from the baseline year.			4	
<b>Satisfactory</b>	75-90% of seniors either complete an OJT (on the job training) credit, enroll in a transition service, be accepted to post-secondary education, enlist in the military, or complete a Work Skills course AND/OR the school improves by 5-10 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	Less than 75% of students complete an OJT Credit, enroll in a transition service, are accepted to post-secondary education, enlist in the military, or complete a Work Skills course and the school does not improve by at least 5 percentage points from the baseline year.			0	
<b>Results</b>		<b>Senior Students Demonstrating College and Employment Readiness</b>	<b>Total Senior Students</b>	<b>Readiness Rate</b>	
	Year				
	Baseline 2022-2025	53	69	76.81%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
<b>Analysis</b>					

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

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

**V.A Attendance Rates**

Performance Rating	Attendance Rate Goals (Grades 6-12)	Point Value	Points Earned
Exemplary	More than 95 percent attendance rate.	5	
Satisfactory	90-95 percent attendance rate.	3	
Not Satisfactory	Below 90 percent attendance rate.	0	
Results	Year	Attendance Rate	
	2025-2026		
	2026-2027		
	2027-2028		
	2025-2028		
Analysis			

**V.B Parent Satisfaction**

Performance Rating	4-Point Parent Satisfaction Survey Goals	Point Value	Points Earned	
Exemplary	More than 95 percent of parents demonstrate satisfaction with the school by averaging a 3 or higher on a four point satisfaction rubric on questions related to satisfaction with the school.	5		
Satisfactory	90-95 percent of parents demonstrate satisfaction with the school by averaging a 3 or higher on a four point satisfaction rubric on questions related to satisfaction with the school.	3		
Not Satisfactory	Less than 90 percent of parents demonstrate satisfaction with the school by averaging a 3 or higher on a four point satisfaction rubric on questions related to satisfaction with the school.	0		
Results	Year	Number of Parents Agreeing or Strongly Agreeing	Total Number of Parents	Parent Satisfaction Survey Percent
	2025-2026			
	2026-2027			
	2027-2028			
	2025-2028			
Analysis				

V.C Mobility					
Performance Rating	Mobility (Grades 7-12) not including Shelter Care Placement Students Goals			Point Value	Points Earned
Exemplary	Fewer than 10 percent of students transfer out of school after October 1.			5	
Satisfactory	10 - 15 percent of students transfer out of school after October 1.			3	
Not Satisfactory	More than 15 percent of students transfer out of school after October 1.			0	
Results	Year	Number of Students Transferring Out After Oct. 1- not including Shelter Care Placement Students	Total Students Enrolled Oct. 1- not including Shelter Care Placement Students	Percent Transferring Out- not including Shelter Care Placement Students	Shelter Care Placement Students- Transferred out
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

These are the Operations Performance Indicators. They are 16.00% of the total Performance Framework points possible.

**VI. School is Compliant with Contract and Statute as verified through the Operations Oversight Evaluation**

**VI.A Operations Oversight**

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

These are the Finance Performance Indicators. They are 14.40% of the total Performance Framework points.

**VII. School is Financially Solvent/Sustainable**

**VII.A Finance Awards**

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

**VII.B Fund Balance**

Performance Rating	Fund Balance Goals	Point Value	Points Earned						
Exemplary	Reserve is at least 20% as measured by end of year reserves.	10							
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserves.	5							
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserves.	0							
Results	<table border="1"> <thead> <tr> <th>Fund Balance</th> <th>Expenditures</th> <th>SOD Calculation</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Fund Balance	Expenditures	SOD Calculation					
Fund Balance	Expenditures	SOD Calculation							
Analysis									

**VII.C Financial Audit**

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

<b>Contract Renewal and Intervention</b>	
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.	
<b>Summary and Analysis</b>	
Academic Performance Points Earned	0
Academic Performance Total Points Possible	72
Academic Performance Percent of Points Earned	0.00%
Academic Performance Percent of Total Framework Points	57.60%
Climate Performance Points Earned	0
Climate Performance Total Points Possible	15
Climate Performance Percent of Points Earned	0.00%
Climate Performance Percent of Total Framework Points	12.00%
Operations Performance Points Earned	0
Operations Performance Total Points Possible	20
Operations Performance Percent of Points Earned	0.00%
Operations Performance Percent of Total Framework Points	16.00%
Finance Performance Points Earned	0
Finance Performance Total Points Possible	18
Finance Performance Percent of Points Earned	0.00%
Finance Performance Percent of Total Framework Points	14.40%
Performance Framework Points Earned	0
Performance Framework Total Points Possible	125
Performance Framework Percent of Total Points	0.00%

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

Adopted: January 21, 2015

NCA Dist. 4093

Revised: June 2026

Policy 901

## **901 ENROLLMENT AND LOTTERY POLICY**

### **I. PURPOSE**

#### **A. Statement of admission policies and procedures**

Each year New Century Academy (“NCA”) will establish an open enrollment period of time in which the school will accept applications for the coming school year. This enrollment window period shall be determined by the NCA administrative staff.

Enrolled students do not need to submit an enrollment application unless the student has formally withdrawn or was expelled from NCA. NCA uses a non-discriminatory process in admissions and actively recruits a diverse student population from the communities being served. NCA will not discriminate against any student based on race, color, ethnicity, sex, age, national origin, religion or creed, status with regard to public assistance, sexual orientation, or disability, intellectual ability, prior measures of achievement or aptitude, athletic ability, or for any other basis that would be unlawful for a public or charter school.

NCA is a public school and will enroll an eligible student who submits a timely application unless the number of applications exceeds the capacity of the program, class, grade level, or building. In the event that the number of students who submit timely enrollment applications exceeds the school’s capacity, student enrollment will be determined by a lottery as further described in this policy.

A charter school must give enrollment preference to a Minnesota resident pupil over pupils that do not reside in Minnesota. A charter school must require a pupil who does not reside in Minnesota to annually apply to enroll.

Enrollment preference will be given to applicants in the following order:

- (1) Siblings of current NCA students including foster children from families with currently enrolled students;
- (2) Children of NCA staff. A staff member eligible for an enrollment preference for their child, including a foster child, must be an individual employed at the school whose employment is stipulated in advance to total at least 480 hours in a school calendar year.

## II. Open Enrollment

A. During the open enrollment period, the number of seats available for the following school year will be determined by the administrative staff.

1. Open Enrollment Definition: Every year on March 1 the Open Enrollment period will cease. However, if NCA has not reached capacity, students will continue to be admitted on a first come, first serve basis.

B. Applications for enrollment will be accepted during the open enrollment period. Interested applicants must submit completed applications to be considered for enrollment. An enrollment application must be received no later than the end of the enrollment period to be timely.

C. If the applicant pool exceeds the number of available seats at the end of the enrollment period, administration will determine which students, if any, qualify for enrollment preference.

1. First priority will be given to siblings of NCA students and to foster children of parents with currently enrolled students. If there are more applicants with first priority than available seats, the available seats will be selected by lottery and offers of enrollment will be made in the order drawn.
2. Second priority will be given to children of NCA staff. If there are more applicants with second priority than available seats, the available seats will be selected by lottery and offers of enrollment will be made in the order drawn.

Any applicant with enrollment priority who does not receive an offer of enrollment will be placed at the beginning of the Wait List in order of priority.

D. Once all applicants with priority have been placed, a lottery will be conducted and applicants will be placed based on the outcome. Applicants who are not assigned a seat during a lottery will be placed on the Wait List in the order determined by the lottery.

E. After the lottery, all families will be notified of their enrollment status (assigned a seat and/or appropriate Wait List placement). Families must accept or decline enrollment within 30 days, otherwise the assigned seat will be forfeited.

F. If any application is received after the end of the open enrollment period, but before the next open enrollment period, and the maximum capacity of the program, class, grade level, or building is reached, the applicant will be placed at the end of the Wait List behind all timely applications according to the date when the application was received by NCA.

G. If any student, whether assigned a seat or on the waiting list, cancels their application, forfeits their seat, or withdraws from NCA, the student shall lose their place. If the student later re-apply, they shall be treated as a new applicant.

H. The Wait List will be utilized should an opening occur. If spaces remain open after the Wait List is exhausted until the time administrative staff determines the number of seats for the next enrollment period, the available space will be filled upon receipt of a completed application on a first-come, first served basis.

I. The Wait List does not carry-over from year to year. Student applicants on the Wait List who are not notified of an opening throughout the duration of any given school year will not be considered in any subsequent open enrollment period. A new Application for Enrollment form must be completed and submitted during the open enrollment period.

### **III. NCA Staff**

Current staff who wish to enroll their child(ren) must notify the administrative staff by the enrollment deadline. 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.

### **IV. Denial of Enrollment**

A district may refuse to allow a pupil who is expelled under section 121A.45 to enroll during the term of the expulsion if the student was expelled for: (1) possessing a dangerous weapon, as defined by United States Code, title 18, section 930, paragraph (g)(2), at school or a school function; (2) possessing or using an illegal drug at school or a school function; (3) selling or soliciting the sale of a controlled substance while at school or a school function; or (4) committing a third-degree assault as described in section 609.223, subdivision 1.

#### Legal References:

Minn. Stat. § 124E.03 (Charter School Applicable Law)

Minn. Stat. § 124E.11 (Charter School Admission Requirements and Enrollment)

Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. § 121A.40 – 121A.56 (Pupil Fair Dismissal Act)

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

See the following pages.

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

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

New Century Academy (NCA) is governed by an independent Board of Directors operating in accordance with Minnesota Statutes Chapters 124E and 317A, the school's Articles of Incorporation, and its adopted bylaws. The Board serves as the legal governing body of the school and is responsible for establishing policy, ensuring statutory compliance, overseeing finances, safeguarding the school's mission, and providing strategic direction for the organization.

The Board consists of at least five directors and is structured to comply with Minnesota charter school law. Membership includes licensed teachers employed by the school, parents or legal guardians of enrolled students, and interested community members. Directors are elected by eligible voting members of the corporation through annual elections conducted in accordance with Minnesota law and the school's bylaws. Board members serve staggered terms and are subject to conflict-of-interest, training, and eligibility requirements established by statute and board policy.

The Board conducts regular meetings and may establish committees to support governance functions. Meetings are conducted in accordance with the Minnesota Open Meeting Law and Robert's Rules of Order. The Board is responsible for approving the school's budget, monitoring financial performance, ensuring legal and regulatory compliance, evaluating organizational effectiveness, approving policies, and overseeing implementation of the charter contract.

The Board elects officers, including a Chair, Vice Chair, Treasurer, and Secretary, who carry out duties assigned by the bylaws and Board. Officers support governance operations, maintain official records, oversee financial stewardship, and facilitate effective Board functioning. The Board may appoint committees and delegate specific responsibilities while retaining ultimate authority and accountability for the school's performance and compliance.

The Board employs and supervises the school's administrative leadership and may employ or contract for personnel and services necessary to carry out school operations. School administration is responsible for the day-to-day management of educational programs, personnel, student services, operations, and implementation of Board-approved policies and strategic priorities. Administrative staff report to the Board through established supervisory structures and are accountable for achieving the academic, operational, and financial goals of the school.

To support effective governance, all directors complete required board training and ongoing professional development addressing charter school governance, finance, legal compliance, strategic planning, academic oversight, and board responsibilities. The Board annually assesses its performance and engages in continuous improvement activities to strengthen governance effectiveness.

The Board maintains fiduciary responsibility for all school assets and resources. Financial management practices include Board-approved budgeting, expenditures, contracts, audits, financial reporting, internal controls, and record retention procedures consistent with Minnesota law, Uniform Financial Accounting and Reporting Standards (UFARS), and generally accepted accounting principles. The Board authorizes contracts and financial obligations and ensures transparent stewardship of public funds.

Through this governance structure, the Board provides independent oversight and accountability while school administration manages daily operations, ensuring that New Century Academy fulfills its mission, meets the requirements of its charter contract, and complies with all applicable federal and state laws.

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

See the following pages for the signed agreements which also serve as the oaths of office.

**OATH OF OFFICE & SIGNED 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.

Heather Finnell  
Signature

Heather Finnell  
Print name

Chair  
Seat (Parent, Community Member, Teacher)

7/1/2024  
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

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Signature

Scott Palesotti  
Print name

Parent  
Seat (Parent, Community Member, Teacher)

July 1 2025  
Date seated

June 30 2028  
Date term of seat expires

## Novation Education Opportunities

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Signature



Print name



Seat (Parent, Community Member, Teacher)



Date seated



Date current term of seat began



Date current term of seat expires

## Novation Education Opportunities

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

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Kelsey C Dodge  
Signature

Kelsey C Dodge  
Print name

Teacher  
Seat (Parent, Community Member, Teacher)

5/2015  
Date seated

7/1/25  
Date current term of seat began

6/30/28  
Date current term of seat expires

## Novation Education Opportunities

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

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### OATH OF OFFICE & SIGNED 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.

Traci P. Schutz  
Signature

Traci P. Schutz  
Print name

Secretary  
Seat (Parent, Community Member, Teacher)

July 1, 20<sup>19</sup>~~20~~  
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

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Signature



Print name



Seat (Parent, Community Member, Teacher)



Date seated



Date current term of seat began



Date current term of seat expires

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

See the following pages.

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

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

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

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

### **Climate**

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

### **Operations/Governance**

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

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

### **Financial**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Ratings**

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

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

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

### **Weighting of Performance Measures**

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

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

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

### **Implementation**

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

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

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

### **Contract Revisions**

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

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

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

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

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

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

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

### **Contract Renewal Eligibility**

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

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

### **Intervention and Corrective Action**

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

### **Closure Plan**

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

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

<b>Novation Education Opportunities-New Century Academy Performance Framework</b>
<b>New Century Academy</b>
<b>Date of Last Update/Review: 3/20/2026</b>
<b>Contract Term: July 1, 2023 - June 30, 2026</b>
<b>Baseline Year Results: 2018-2023</b>
<b>Charter Number: 4093</b>
<b>Initial Year of Operation: 2002</b>

**These are the Academic Performance Indicators. They are 57.60% of the points possible.**

**I. All Students are Ready for Career and College (As Measured by Grade Level Proficiency)**

**I.A Attain Grade-level Proficiency- All Students State Comparison**

Performance Rating	MCA-Math Goals (Grades 6-8,11)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	0
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 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	New Century Percent Proficient	State Percent Proficient
	Baseline 2022-2023	3	29	10.34%	
	2022-2023	3	29	10.34%	39.52%
	2023-2024	2	34	5.88%	39.91%
	2024-2025	4	39	10.26%	40.25%
	2022-2025	9	102	8.82%	39.90%
Analysis	The school's combined proficiency rate of 8.82% is 31.07 percentage points lower than the state's combined proficiency rate of 39.90%.				
From the baseline years rate of 10.34% the school's proficiency decreased to 10.26% overall, a decrease of 0.09 percentage points.					
Performance Rating	MCA-Reading Goals (Grades 6-8,10)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	0
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 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	New Century Percent Proficient	State Percent Proficient
	Baseline 2022-2023	12	33	36.36%	
	2022-2023	12	33	36.36%	49.25%
	2023-2024	8	32	25.00%	49.87%
	2024-2025	11	44	25.00%	50.09%
	2022-2025	31	109	28.44%	49.74%
Analysis	The school's combined proficiency rate of 28.44% is 21.30 percentage points lower than the state's combined proficiency rate of 49.74%.				
From the baseline years rate of 36.36% the school's proficiency decreased to 25.00% overall, a decrease of 11.36 percentage points.					

I.B Attain Grade-level Proficiency- All Students Resident District (Hutchinson) Comparison					
<b>Performance Rating</b>	<b>MCA-Math Goals (Grades 6-8,11)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	<b>0</b>
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>New Century Percent Proficient</b>	<b>Hutchinson Percent Proficient</b>
	2022-2023	3	29	10.34%	47.98%
	2023-2024	2	34	5.88%	43.89%
	2024-2025	4	39	10.26%	46.78%
	2022-2025	9	102	8.82%	45.61%
<b>Analysis</b>	The school's combined proficiency rate of 8.82% is 36.78 percentage points lower than the resident district's combined proficiency rate of 45.61%.				
<b>Performance Rating</b>	<b>MCA-Reading Goals (Grades 6-8,10)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	<b>0</b>
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>New Century Percent Proficient</b>	<b>Hutchinson Percent Proficient</b>
	2022-2023	12	33	36.36%	53.31%
	2023-2024	8	32	25.00%	56.66%
	2024-2025	11	44	25.00%	52.15%
	2022-2025	31	109	28.44%	54.04%
<b>Analysis</b>	The school's combined proficiency rate of 28.44% is 25.60 percentage points lower than the resident district's combined proficiency rate of 54.04%.				

II. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency)					
II.A Attain Grade-level Proficiency- FRP Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 6-8,11)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	New Century Percent Proficient	State Percent Proficient
	Baseline 2022-2023	2	21	9.52%	
	2022-2023	2	21	9.52%	20.83%
	2023-2024	2	25	8.00%	21.30%
	2024-2025	2	23	8.70%	21.60%
	2022-2025	6	69	8.70%	21.24%
<b>Analysis</b>	The school's combined proficiency rate of 8.70% is 12.54 percentage points lower than the state's combined proficiency rate of 21.24%. From the baseline years rate of 9.52% the school's proficiency decreased to 8.70% overall, a decrease of 0.83 percentage points.				
Performance Rating	MCA-Reading Goals (Grades 6-8,10)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	New Century Percent Proficient	State Percent Proficient
	Baseline 2022-2023	9	25	36.00%	
	2022-2023	9	25	36.00%	32.95%
	2023-2024	5	23	21.74%	33.61%
	2024-2025	9	30	30.00%	33.56%
	2022-2025	23	78	29.49%	33.37%
<b>Analysis</b>	The school's combined proficiency rate of 29.49% is 3.88 percentage points lower than the state's combined proficiency rate of 33.37%. From the baseline years rate of 36.00% the school's proficiency decreased to 30.00% overall, a decrease of 6.00 percentage points.				

II.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison					
<b>Performance Rating</b>	<b>MCA-Math Goals (Grades 6-8,11)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	<b>0</b>
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>New Century Percent Proficient</b>	<b>Hutchinson Percent Proficient</b>
	2022-2023	2	21	9.52%	31.34%
	2023-2024	2	25	8.00%	32.06%
	2024-2025	2	23	8.70%	30.17%
	2022-2025	6	69	8.70%	31.23%
<b>Analysis</b>	The school's combined proficiency rate of 8.70% is 22.54 percentage points lower than the resident district's combined proficiency rate of 31.23%.				
<b>Performance Rating</b>	<b>MCA-Reading Goals (Grades 6-8,10)</b>			<b>Point Value</b>	<b>Points Earned</b>
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			<b>2</b>	<b>0</b>
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			<b>0</b>	
<b>Results</b>	<b>Year</b>	<b>Proficient Students</b>	<b>Total Students Tested</b>	<b>New Century Percent Proficient</b>	<b>Hutchinson Percent Proficient</b>
	2022-2023	9	25	36.00%	38.67%
	2023-2024	5	23	21.74%	41.16%
	2024-2025	9	30	30.00%	38.68%
	2022-2025	23	78	29.49%	39.55%
<b>Analysis</b>	The school's combined proficiency rate of 29.49% is 10.06 percentage points lower than the resident district's combined proficiency rate of 39.55%.				

II.C Attain Grade-level Proficiency- SPED Focus Group State Comparison					
Performance Rating	MCA-Reading Goals (Grades 6-8,10)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	1
<b>Satisfactory</b>	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	New Century Percent Proficient	State Percent Proficient
	Baseline 2022-2023	2	12	16.67%	
	2022-2023	2	12	16.67%	23.15%
	2023-2024	2	11	18.18%	23.22%
	2024-2025	4	15	26.67%	22.84%
	2022-2025	8	38	21.05%	23.07%
<b>Analysis</b>	The school's combined proficiency rate of 21.05% is 2.02 percentage points lower than the state's combined proficiency rate of 23.07%.				
	From the baseline years rate of 16.67% the school's proficiency increased to 26.67% overall, an increase of 10.00 percentage points.				
II.D Attain Grade-level Proficiency- SPED Focus Group Resident District Comparison					
Performance Rating	MCA-Reading Goals (Grades 6-8,10)			Point Value	Points Earned
<b>Exemplary</b>	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	0
<b>Satisfactory</b>	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
<b>Not Satisfactory</b>	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	New Century Percent Proficient	Hutchinson Percent Proficient
	2022-2023	2	12	16.67%	22.22%
	2023-2024	2	11	18.18%	29.17%
	2024-2025	4	15	26.67%	24.81%
		2022-2025	8	38	21.05%
<b>Analysis</b>	The school's combined proficiency rate of 21.05% is 4.26 percentage points lower than the resident district's combined proficiency rate of 25.31%.				

III. All Students are Ready for Career and College (as Measured by Growth)					
III.A Meet or Exceed National Growth Norms- Students Below Grade Level					
Performance Rating	NWEA Fall-Spring MAP Math Growth Targets (Grades 6-11)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students below grade level will make the NWEA expected growth target AND/OR improve from the baseline year by more than 20 percentage points.			<b>2</b>	<b>0</b>
<b>Satisfactory</b>	50-60 percent of students below grade level will make the NWEA expected growth target AND/OR improve from the baseline year by 10-20 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	Less than 50 percent of students below grade level will make the NWEA expected growth target.			<b>0</b>	
Results	Year	Students Meeting or Exceeding Their Growth Target	Total Students Tested	Percent of Students	
	Baseline 2022-2023	11	30	36.67%	
	2022-2023	11	30	36.67%	
	2023-2024	16	38	42.11%	
	2024-2025	18	44	40.91%	
	2022-2025	45	112	40.18%	
<b>Analysis</b>	The school's combined percent of students meeting their growth target is 40.18%. From the baseline year rate of 36.67% the school's percent of students meeting or exceeding their growth target increased to 40.91% overall, an increase of 4.24 percentage points.				
Performance Rating	NWEA Fall-Spring MAP Reading Growth Targets (Grades 6-11)			Point Value	Points Earned
<b>Exemplary</b>	More than 60 percent of students below grade level will make the NWEA expected growth target AND/OR improve from the baseline year by more than 20 percentage points.			<b>2</b>	<b>2</b>
<b>Satisfactory</b>	50-60 percent of students below grade level will make the NWEA expected growth target AND/OR improve from the baseline year by 10-20 percentage points.			<b>1</b>	
<b>Not Satisfactory</b>	Less than 50 percent of students below grade level will make the NWEA expected growth target.			<b>0</b>	
Results	Year	Students Meeting or Exceeding Their Growth Target	Total Students Tested	Percent of Students	
	Baseline 2022-2023	7	25	28.00%	
	2022-2023	7	25	28.00%	
	2023-2024	12	32	37.50%	
	2024-2025	20	40	50.00%	
	2022-2025	39	97	40.21%	
<b>Analysis</b>	By 2024-2025, 50% of students met or exceeded their growth target. From the baseline year rate of 28.00% the school's percent of students meeting or exceeding their growth target increased to 50.00% overall, an increase of 22.00 percentage points.				

III.B Meet or Exceed National Growth Norms- Students Below Grade Level					
Performance Rating	NWEA Fall-Spring MAP Math Growth Targets (Grades 6-11)			Point Value	Points Earned
<b>Exemplary</b>	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve more than 150 percent of the NWEA target growth.			2	
<b>Satisfactory</b>	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve 120-150 percent of the NWEA target growth.			1	
<b>Not Satisfactory</b>	Less than 50 percent of the students below grade level meet their NWEA growth target AND/OR the students below grade level who meet their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
<b>Results</b>					<b>Percent of Students Below Grade Level Who Made Expected Growth</b>
	<b>Year</b>	<b>Aggregate of Actual RIT Growth Points</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	
	2022-2023	110	37	297.30%	36.67%
	2023-2024	164	63	260.32%	42.11%
	2024-2025	150	61	245.90%	40.91%
	2022-2025	424	161	263.35%	40.18%
<b>Analysis</b>	The school's combined average growth for NWEA MAP is 263.35% and the students below grade level who made expected growth is 40.18%.				
Performance Rating	NWEA Fall-Spring MAP Reading Growth Targets (Grades 6-11)			Point Value	Points Earned
<b>Exemplary</b>	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve more than 150 percent of the NWEA target growth.			2	2
<b>Satisfactory</b>	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve 120-150 percent of the NWEA target growth.			1	
<b>Not Satisfactory</b>	Less than 50 percent of the students below grade level meet their NWEA growth target AND/OR the students below grade level who meet their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
<b>Results</b>					<b>Percent of Students Below Grade Level Who Made Expected Growth</b>
	<b>Year</b>	<b>Aggregate of Actual RIT Growth Points</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	
	2022-2023	58	16	362.50%	28.00%
	2023-2024	131	50	262.00%	37.50%
	2024-2025	161	64	251.56%	50.00%
	2022-2025	350	130	269.23%	40.21%
<b>Analysis</b>	By 2024-2025, 50% of students below grade level met their target and the students overall, made more than 150% of the NWEA target.				

III.C Meet or Exceed National Growth Norms- Students at or Above Grade Level					
Performance Rating	NWEA Fall-Spring MAP Math Growth Targets (Grades 6-11)			Point Value	Points Earned
Exemplary	More than 60 percent of students at or above grade level will make the NWEA expected growth target.			2	
Satisfactory	50-60 percent of students at or above grade level will make the NWEA expected growth target.			1	
Not Satisfactory	Less than 50 percent of students at or above grade level will make the NWEA expected growth target.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Total Students Tested	Percent of Students	
	2022-2023	11	25	44.00%	
	2023-2024	6	20	30.00%	
	2024-2025	4	17	23.53%	
	2022-2025	21	62	33.87%	
Analysis	The school's combined percent of students meeting their growth target is 33.87%.				
Performance Rating	NWEA Fall-Spring MAP Reading Growth Targets (Grades 6-11)			Point Value	Points Earned
Exemplary	More than 60 percent of students at or above grade level will make the NWEA expected growth target.			2	
Satisfactory	50-60 percent of students at or above grade level will make the NWEA expected growth target.			1	
Not Satisfactory	Less than 50 percent of students at or above grade level will make the NWEA expected growth target.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Total Students Tested	Percent of Students	
	2022-2023	8	27	29.63%	
	2023-2024	8	25	32.00%	
	2024-2025	8	22	36.36%	
	2022-2025	24	74	32.43%	
Analysis	The school's combined percent of students meeting their growth target is 32.43%.				

III.D Meet or Exceed National Growth Norms- Students at or Above Grade Level					
Performance Rating	NWEA Fall-Spring MAP Math Growth Targets (Grades 6-11)			Point Value	Points Earned
<b>Exemplary</b>	More than 50 percent of the students at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve more than 150 percent of the NWEA target growth.			2	
<b>Satisfactory</b>	More than 50 percent of the students at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve 120-150 percent of the NWEA target growth.			1	
<b>Not Satisfactory</b>	Less than 50 percent of the students at or above grade level meet their NWEA growth target AND/OR the students at or above grade level who meet their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
<b>Results</b>		<b>Aggregate of Actual RIT Growth Points</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	<b>Percent of Students At or Above Grade Level Who Made Expected Growth</b>
	<b>Year</b>				
	2022-2023	67	32	209.38%	44.00%
	2023-2024	45	16	281.25%	30.00%
	2024-2025	45	17	264.71%	23.53%
		157	65	241.54%	33.87%
<b>Analysis</b>	The school's combined average growth for NWEA MAP is 241.54% and the students at or above grade level who made expected growth is 33.87%.				
Performance Rating	NWEA Fall-Spring MAP Reading Growth Targets (Grades 6-11)			Point Value	Points Earned
<b>Exemplary</b>	More than 50 percent of the students at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve more than 150 percent of the NWEA target growth.			2	
<b>Satisfactory</b>	More than 50 percent of the students at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve 120-150 percent of the NWEA target growth.			1	
<b>Not Satisfactory</b>	Less than 50 percent of the students at or above grade level meet their NWEA growth target AND/OR the students at or above grade level who meet their NWEA growth target achieve less than 120 percent of the NWEA target growth.			0	
<b>Results</b>		<b>Aggregate of Actual RIT Growth Points</b>	<b>Aggregate of Expected RIT Growth Points</b>	<b>Percent of Growth Made</b>	<b>Percent of Students At or Above Grade Level Who Made Expected Growth</b>
	<b>Year</b>				
	2022-2023	62	16	387.50%	29.63%
	2023-2024	47	15	313.33%	32.00%
	2024-2025	70	17	411.76%	36.36%
		179	48	372.92%	32.43%
<b>Analysis</b>	The school's combined average growth for NWEA MAP is 372.92% and the students at or above grade level who made expected growth is 32.43%.				

IV. All Students Graduate From High School					
IV.A Attain College Readiness Benchmarks					
Performance Rating	On-time Graduation Rate Goals (Grade 12)			Point Value	Points Earned
<b>Exemplary</b>	The on-time graduation rate improves by more than 20 percentage points from the baseline year.			4	4
<b>Satisfactory</b>	The on-time graduation rate improves by 10-20 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	The on-time graduation rate does not improve by at least 10 percentage points from the baseline year.			0	
Results	Year	Students Graduating On-time	Total Graduates Possible	On-time Graduation Rate Percent	
	Baseline 2020-2022	32	55	58.18%	
	2022-2023	20	31	64.52%	
	2023-2024	26	45	57.78%	
	2024-2025	18	22	81.82%	
	2022-2025	64	98	65.31%	
<b>Analysis</b>	The on-time graduation rate improved by 23.64 percentage points from the baseline.				
Performance Rating	On-time Graduation Rate Goals (Grade 12) - FRP Focus Group			Point Value	Points Earned
<b>Exemplary</b>	The on-time graduation rate improves by more than 20 percentage points from the baseline year.			4	4
<b>Satisfactory</b>	The on-time graduation rate improves by 10-20 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	The on-time graduation rate does not improve by at least 10 percentage points from the baseline year.			0	
Results	Year	Students Graduating On-time	Total Graduates Possible	On-time Graduation Rate Percent	
	Baseline 2022-2023	12	20	60.00%	
	2022-2023	12	20	60.00%	
	2023-2024	20	34	58.82%	
	2024-2025	13	16	81.25%	
	2022-2025	45	70	64.29%	
<b>Analysis</b>	The on-time graduation rate improved by 21.25 percentage points from the baseline. Adam Gregory of the Southwest West Central Service Cooperative (SWWC), serving as liaison to the Minnesota Department of Education (MDE), was instrumental in developing this goal.				

Performance Rating	On-time Graduation Rate Goals (Grade 12) - SPED Focus Group			Point Value	Points Earned
<b>Exemplary</b>	More than 80% of students with IEPs Graduate or Transition On Time AND/OR the percentage of students graduating improves by more than 20 percentage points from the baseline years.			4	4
<b>Satisfactory</b>	60-80% of students with IEPs (Individualized Education Plans) Graduate or Transition On Time AND/OR the percentage of students graduating improves by 10-20 percentage points from the baseline years.			2	
<b>Not Satisfactory</b>	Less than 60% of students with IEPs Graduate or Transition On Time AND/OR the percentage of students graduating does not improve by more than 10 percentage points from the baseline years.			0	
Results	Year	Students Graduating On-time	Total Graduates Possible	On-time Graduation Rate Percent	
	Baseline 2018-2020	15	21	71.43%	
	2022-2023	14	15	93.33%	
	2023-2024	7	7	100.00%	
	2024-2025	4	4	100.00%	
	2022-2025	25	26	96.15%	
Analysis	<p>The school's combined on-time graduation rate is 96.15%.  From the baseline years rate of 71.43% the school's graduation rate increased to 100.00% overall, an increase of 28.57 percentage points.  <b>Adam Gregory (SWWC), serving as liaison to the MDE, was instrumental in developing this goal.</b></p>				
Performance Rating	On-Time Graduation Rate and Early Intervention Goals (Grades 8-9)			Point Value	Points Earned
<b>Exemplary</b>	More than 90% of students who are identified as "at risk" (having failed 2 courses at NCA by the completion of 8th and 9th grade) will complete the following interventions: parent communication intervention, completion of child find process, and weekly conferences with director/student services that will result in passing the failed courses.			4	2
<b>Satisfactory</b>	75-90% of students who are identified as "at risk" will complete the following interventions: parent communication intervention, completion of child find process, and weekly conferences with director/student services that will result in passing the failed courses.			2	
<b>Not Satisfactory</b>	Less than 75% of students who are identified as "at risk" will complete the following interventions: parent communication intervention, completion of child find process, and weekly conferences with director/student services that will result in passing the failed courses.			0	
Results	Year	Students Completing Interventions	Total Students Identified As "At Risk"	Percent of Students Completing Interventions	
	2022-2023	N/A	N/A	N/A	
	2023-2024	CTSTR	CTSTR	CTSTR	
	2024-2025	CTSTR	CTSTR	CTSTR	
	2022-2025	11	13	84.62%	
Analysis	<p>The school's percent of students completing interventions is 84.62%.  CTSTR: Cell Size Too Small to Report. Cell size is less than 10, so it cannot be publicly reported.</p>				

Performance Rating	Credit Recovery Goal (Grades 10-12)			Point Value	Points Earned
<b>Exemplary</b>	More than 80% of students who enroll and are behind on credits graduate.			4	4
<b>Satisfactory</b>	60-80% of students who enroll and are behind on credits graduate.			2	
<b>Not Satisfactory</b>	Less than 60% of students who enroll and are behind on credits graduate.			0	
Results	Year	Number of Students Behind on Credits Graduating	Total Students Behind on Credits	Percent of Students Behind on Credits Graduating	
	2022-2023	20	22	90.91%	
	2023-2024	14	16	87.50%	
	2024-2025	11	12	91.67%	
	2022-2025	45	50	90.00%	
Analysis	The school's combined percent of students behind on credits graduating is 90.00%. Adam Gregory (SWWC), serving as liaison to the MDE, was instrumental in developing this goal.				
Performance Rating	E-Term Credit Goal (Grades 6-12)			Point Value	Points Earned
<b>Exemplary</b>	More than 80% of students who attend E-Term seminars earned credits.			4	4
<b>Satisfactory</b>	60-80% of students who attend E-Term seminars earned credits.			2	
<b>Not Satisfactory</b>	Less than 60% of students who attend E-Term seminars earned credits.			0	
Results	Year	Number of E-Term Seminars Credits Earned	Total E-Term Seminars	Percent of Students Earning E-Term Credit	
	2022-2023	396	440	90.00%	
	2023-2024	403	441	91.38%	
	2024-2025	272	315	86.35%	
	2022-2025	1071	1196	89.55%	
Analysis	The school's combined percent of students earning e-term credit is 89.55%. Adam Gregory (SWWC), serving as liaison to the MDE, was instrumental in developing this goal.				

Performance Rating	Senior Project Goal (Grade 12)			Point Value	Points Earned
Exemplary	More than 80% of students complete their senior project with a passing grade.			4	4
Satisfactory	70-80% of students complete their senior project with a passing grade AND/OR the school's senior project completion rate increases by more than 10 percentage points from baseline year.			2	
Not Satisfactory	Less than 70 of students complete their senior project with a passing grade or the school's senior project completion rate does not increase by more than 10 percentage points from baseline year.			0	
Results	Year	Number of Students Completing the Senior Project with a Passing Grade	Total Number of Senior Students	Percent of Students Completing the Senior Project with a Passing Grade	4
	Baseline 2018-2023	101	104	97.12%	
	2022-2023	32	32	100.00%	
	2023-2024	22	22	100.00%	
	2024-2025	14	14	100.00%	
	2022-2025	68	68	100.00%	
Analysis	<p>The school's combined percent of students completing their senior project with a passing grade is 100.00%.</p> <p>From the baseline years rate of 97.12% the school's percent of students completing their senior project increased to 100.00% overall, an increase of 2.88 percentage points.</p> <p>Adam Gregory (SWWC), serving as liaison to the MDE, was instrumental in developing this goal.</p>				
Performance Rating	Senior Portfolio Goal (Grade 12)			Point Value	Points Earned
Exemplary	More than 80% of students complete their senior portfolio with a passing grade.			4	4
Satisfactory	70-80% of students complete their senior portfolio with a passing grade AND/OR the school's senior portfolio completion rate increases by more than 10 percentage points from baseline year.			2	
Not Satisfactory	Less than 70 of students complete their senior portfolio with a passing grade or the school's senior portfolio completion rate does not increase by more than 10 percentage points from baseline year.			0	
Results	Year	Number of Seniors Completing their Portfolio	Total Seniors with Portfolio Requirement	Percent of Seniors Completing their Portfolio	4
	Baseline 2018-2023	93	110	84.55%	
	2022-2023	30	32	93.75%	
	2023-2024	17	19	89.47%	
	2024-2025	15	15	100.00%	
	2022-2025	62	66	93.94%	
Analysis	<p>The school's combined percent of seniors completing their portfolio is 93.94%.</p> <p>From the baseline years rate of 84.55% the school's percent of students completing their portfolio increased to 100.00% overall, an increase of 15.45 percentage points.</p> <p>Adam Gregory (SWWC), serving as liaison to the MDE, was instrumental in developing this goal.</p>				

IV.B College and Employment Readiness					
Performance Rating	College and Employment Readiness Goals (Grade 12)			Point Value	Points Earned
<b>Exemplary</b>	More than 90% of seniors will either have completed an OJT (on the job training) credit, be enrolled in a transition service, have been accepted to post-secondary education, have been enlisted in the military, or have completed a Work Skills course AND/OR the school improves by more than 10 percentage points from the baseline year.			4	2
<b>Satisfactory</b>	75-90% of seniors will either have completed an OJT (on the job training) credit, be enrolled in a transition service, have been accepted to post-secondary education, have been enlisted in the military, or have completed a Work Skills course AND/OR the school improves by 5-10 percentage points from the baseline year.			2	
<b>Not Satisfactory</b>	Below 75% of students have completed an OJT Credit, be enrolled in a transition service, have been are accepted to post-secondary education, have been enlisted in the military, or have completed a Work Skills course.			0	
<b>Results</b>		<b>Senior Students Demonstrating College and Employment Readiness</b>	<b>Total Senior Students</b>	<b>Readiness Rate</b>	
	<b>Year</b>				
	Baseline 2022-2023	23	32	71.88%	
	2022-2023	23	32	71.88%	
	2023-2024	17	21	80.95%	
	2024-2025	13	16	81.25%	
	2022-2025	53	69	76.81%	
<b>Analysis</b>	The school's combined college and employment readiness rate is 76.81%. From the baseline years rate of 71.88% the school's readiness rate increased to 81.25% overall, an increase of 9.08 percentage points.				

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

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

**V.A Attendance Rates**

Performance Rating	Attendance Rate Goals (Grades 6-12)	Point Value	Points Earned
Exemplary	More than 95 percent attendance rate.	5	3
Satisfactory	90-95 percent attendance rate.	3	
Not Satisfactory	Below 90 percent attendance rate.	0	
Results	Year	Attendance Rate	
	2022-2023	90.48%	
	2023-2024	91.00%	
	2024-2025	90.43%	
	2022-2025	90.64%	
Analysis	The school's combined attendance rate is 90.64%.		

**V.B Parent Satisfaction**

Performance Rating	4-Point Parent Satisfaction Survey Goals	Point Value	Points Earned		
Exemplary	More than 95 percent of parents demonstrated satisfaction with the school by averaging a 3 or higher on a four point satisfaction rubric on questions related to satisfaction with the school.	5	3		
Satisfactory	90-95 percent of parents demonstrated satisfaction with the school by averaging a 3 or higher on a four point satisfaction rubric on questions related to satisfaction with the school.	3			
Not Satisfactory	Less than 90 percent of parents demonstrated satisfaction with the school by averaging a 3 or higher on a four point satisfaction rubric on questions related to satisfaction with the school.	0			
Results	Year	Number of Parents Agreeing or Strongly Agreeing	Total Number of Parents	Parent Satisfaction Survey Percent	Percent Participation of Parent Respondents
	2022-2023	45	49	91.84%	59.76%
	2023-2024	10	11	90.91%	15.71%
	2024-2025	56	58	96.55%	77.33%
	2022-2025	111	118	94.07%	51.98%
Analysis	The school's combined parent satisfaction rate is 94.07%.				

V.C Mobility					
Performance Rating	Mobility (Grades 7-12) not including Shelter Care Placement Students Goals			Point Value	Points Earned
Exemplary	Fewer than 10 percent of students transfer out of school after October 1.			5	5
Satisfactory	10 - 15 percent of students transfer out of school after October 1.			3	
Not Satisfactory	More than 15 percent of students transfer out of school after October 1.			0	
Results	Year	Number of Students Transferring Out After Oct. 1- not including Shelter Care Placement Students	Total Students Enrolled Oct. 1- not including Shelter Care Placement Students	Percent Transferring Out- not including Shelter Care Placement Students	Shelter Care Placement Students- Transferred out
	2022-2023	0	107	0.00%	N/A
	2023-2024	10	110	9.09%	N/A
	2024-2025	10	102	9.80%	N/A
	2022-2025	20	319	6.27%	N/A
Analysis	The school's combined mobility rate is 6.27%.				

These are the Operations Performance Indicators. They are 16.00% of the total Performance Framework points possible.

VI. School is Compliant with Contract and Statute as verified through the Operations Oversight Evaluation			
VI.A Operations Oversight			
Performance Rating	Compliance Goals	Point Value	Points Earned
Exemplary	No infractions.	20	10
Satisfactory	No more than three infractions AND all infractions are resolved by assigned deadline.	10	
Not Satisfactory	More than three infractions and/or all infractions are not resolved by assigned deadline.	0	
Analysis	The school had teacher licensure violations.		

These are the Finance Performance Indicators. They are 14.40% of the total Performance Framework points.

VII. School is Financially Solvent/Sustainable									
VII.A Finance Awards									
Performance Rating	Goals for Awards	Point Value	Points Earned						
Exemplary	NEO Stewardship Award in Finance Recipient.	4	2						
Satisfactory	Finance Award Recipient.	2							
Not Satisfactory	Not a Finance Award Recipient.	0							
Analysis	The school was a FY25 School Finance Award recipient.								
VII.B Fund Balance									
Performance Rating	Fund Balance Goals	Point Value	Points Earned						
Exemplary	Reserve is at least 20% as measured by end of year reserves.	10	5						
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserves.	5							
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserves.	0							
Results	<table border="1"> <thead> <tr> <th>Fund Balance</th> <th>Expenditures</th> <th>SOD Calculation</th> </tr> </thead> <tbody> <tr> <td>\$337,324</td> <td>\$2,202,556</td> <td>15.32%</td> </tr> </tbody> </table>	Fund Balance	Expenditures	SOD Calculation	\$337,324	\$2,202,556	15.32%		
Fund Balance	Expenditures	SOD Calculation							
\$337,324	\$2,202,556	15.32%							
Analysis	The school has built a fund balance reserve of 15.32% in 2024-2025.								
VII.C Financial Audit									
Performance Rating	Financial Audit Goals	Point Value	Points Earned						
Exemplary	No findings cited in the audit.	4	0						
Satisfactory	No more than one finding (nonmaterial) cited in the audit.	2							
Not Satisfactory	More than one finding cited in the audit.	0							
Analysis	The school had more than one finding cited in the FY25 audit.								

<b>Contract Renewal and Intervention</b>	
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.	
<b>Summary and Analysis</b>	
Based on the information available to date, New Century Academy has earned 65 out of a total of 125 points possible, 52.00%.	
New Century Academy earned 38.89% in the Finance section of the Performance Framework. Because New Century Academy did not achieve a Satisfactory level of performance in the Finance section of the Performance Framework (at least 50%), New Century Academy presented supplemental information to NEO for consideration in the renewal decision. NEO was required to notify the board of directors of New Century Academy of the proposed nonrenewal of the charter contract in writing at least 120 days before not renewing the contract (by March 2, 2026). This notification was made in advance of that deadline to the New Century Academy board of directors on February 9, 2026. New Century Academy requested, in writing, an informal hearing before the Authorizer within fifteen (15) business days of receiving this notice of non-renewal on February 9, 2026. The informal hearing took place on March 27, 2026. At the hearing, New Century Academy presented evidence of changes made to board and operational oversight of finances, including hiring a new financial service and implementing new financial systems and controls. On March 24, 2026, NEO met with representatives from Creative Planning, the School's financial service provider, Clifton Larson Allen, the School's auditor, and the School leadership to verify that all audit findings had been corrected and that systems were in place to prevent their recurrence. Due to the changes and ensuing improvement, NEO board voted to approve a 3-year contract renewal.	
Academic Performance Points Earned	37
Academic Performance Total Points Possible	72
Academic Performance Percent of Points Earned	51.39%
Academic Performance Percent of Total Framework Points	57.60%
Climate Performance Points Earned	11
Climate Performance Total Points Possible	15
Climate Performance Percent of Points Earned	73.33%
Climate Performance Percent of Total Framework Points	12.00%
Operations Performance Points Earned	10
Operations Performance Total Points Possible	20
Operations Performance Percent of Points Earned	50.00%
Operations Performance Percent of Total Framework Points	16.00%
Finance Performance Points Earned	7
Finance Performance Total Points Possible	18
Finance Performance Percent of Points Earned	38.89%
Finance Performance Percent of Total Framework Points	14.40%
Performance Framework Points Earned	65
Performance Framework Total Points Possible	125
Performance Framework Percent of Total Points	52.00%

See the following pages for the hearing presentation of changes made to board and operational financial oversight and ensuring results.

# New Century Academy FY2025 Audit Findings and Resolutions

Summary of insights and evidence of corrective actions taken

# 2025-001 Material Weakness – Audit Adjustments Related to Skyward Entry

## Material Weakness Background

Audit adjustments stemmed from Building Company activity tracked externally, causing classification inconsistencies.

## Audit Challenges

Lack of system integration limited transparency and caused auditor disagreements due to unsupported entries.

## Corrective Actions Taken

Building Company activity transitioned fully into Skyward system for real-time, consistent transaction recording.

## Expected Outcomes

System integration reduces audit risk and improves financial reporting integrity for future audits.

FD	GLN	GLN	Balance
50 A	101 50	Cash Account	110,956.22
50 L	205 00	DUE TO OTHER FUNDS	-94,221.56
50 Q	422 00	Unreserved Fund Balance	-39,132.87
50 Q	519 00	Revenue Summary	-250,000.00
50 Q	539 00	Expenditure Summary	272,398.21

3frbud12.p 76-4 05.26.02.00.00		New Century Charter School Rev.Exp. for Engagement (ABC) (Date: 2/2026)	
			2025-26
FD	T ORG PRG CRS FIN OBJ	OBJ	FYTD Activity
50 R	005 000 000 000 093	Space Rental Fees	250,000.00
50 E	005 110 000 000 305	Consult Fees & Fees For Servic	23,610.36
50 E	005 112 000 000 305	Consult Fees & Fees For Servic	16.00
50 E	005 940 000 000 340	Property/Liability Insurance	9,114.19
50 E	005 810 000 000 350	Repairs and Maintenance Serv	1,820.50
50 E	005 810 000 000 401	Supplies & Materials-NonInstru	11,815.00
50 E	005 110 000 000 730	Loans	183,070.12
50 E	005 110 000 000 740	Interest Paid	42,952.04
Grand Revenue Totals			250,000.00
Grand Expense Totals			272,398.21
Grand Totals			22,398.21
			Loss

MARCH 26, 2026

2

## 2025-002 Material Weakness – Approval of Exchange Revenue Deposits

### Material Weakness Identification

The material weakness involved lack of documented segregation of duties in exchange revenue deposits approval and review.

### Importance of Segregation of Duties

Segregating cash handling, depositing, and review reduces risk of error or misuse in financial processes.

### Recommended Remediation Actions

Assign a second staff member for independent deposit review with documented signatures or initials.

### Coordination Across Levels

Remediation requires coordination at district level due to decentralized deposit handling and approvals

### Support of Implementation:



## 2025-003 Significant Deficiency – Payroll Control Issues Identified



### **Payroll Fund Misclassification**

Salaries and benefits were posted to incorrect funds, causing significant misclassification issues.

### **Employee Overpayments**

Certain employees were overpaid due to breakdowns in payroll input, review, or approval processes. Employee payments that were overpaid had been identified and subsequently recovered by the District.

### **Accruals for Terminated Employees**

Additional accruals were recorded for employees no longer employed, reflecting update failures.

### **Need for Strong Controls**

Clear communication and documented reviews ensure payroll accuracy and compliance with fund restrictions.

# 2025-003 Resolutions – Strengthening Payroll Oversight and Review

## Year-End Payroll Review

The Creative Planning Controller reviews salaries and benefits payable at fiscal year-end to ensure accurate fund-level recording and detect misclassifications.

## Payroll Payment Responsibility

Payroll payments are processed by a third party, with payment accuracy responsibility assigned to the district level, requiring further collaboration for variances.

## Staff Communication and Monitoring

Management communicated corrective steps to staff including monitoring employee status changes and enhancing year-end accrual reviews to prevent errors.

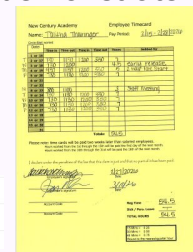
## Audit Process Involvement

The Creative Planning Controller will review payroll items during audits to provide additional assurance and demonstrate active risk management.

## Support of Implementation:



Trial Balance Sent to Auditor	Controller	TO DO	0%
Review Salaries Payable Entries	Controller	TO DO	0%
+ Add Task			



## 2025-004 UFARS Classification Error and Context



### **UFARS Classification Issue**

The error involved incorrect year-end balance sheet coding related to restricted funds like Student Support Aid.

### **Audit Interpretation Differences**

Differences in UFARS interpretation between auditors and preparers are common due to complex guidelines.

### **Importance of Accurate Coding**

Accurate UFARS coding supports compliance, transparency, comparability, and regulatory requirements.

### **Management Commitment**

Management strives for clean audits and minimizes findings through independent reviews and better documentation.

# 2025-004 Resolution – Enhanced Year-End Review of UFARS Codes

## Dual Review Process

A Creative Planning Controller and a Senior Advisor independently review UFARS balance sheet codes to ensure accuracy.

## Assurance and Compliance

This dual-review approach adds assurance and reduces errors, particularly for restricted funds with compliance requirements.

## Alignment with Audit Expectations

Management aims to align UFARS classifications closely with audit standards to support clean audit outcomes.

## Commitment to Improvement

Proactive review and documentation demonstrate a strong control environment and continuous improvement commitment.

### Support of Implementation:

On March 25, 2026, a collaborative meeting was held with Creative Planning (Financial Management Provider), CliftonLarsonAllen (the auditor), and NEO (the authorizer) to verify that the findings had been corrected.

### Additional Implementation: - Review Process within Creative Planning:



Creative Planning Business Services												New in FY2026	
School Services Client List												New in FY2025	
CREATIVE PLANNING BUSINESS SERVICES												Contract Not Renewed	
Dist	Client ID	School	Sr. Advisor/Controlle	Grant Advisor	Staff Accountant Payroll	Staff Accountant Accounts Payable	Auditor	AP Due	PR Due	SSA Due	Controller Due	Fieldwork	SA/Controller Reviewing State Aids and Restricted Fund
4093	7646.000	New Century Academy	Dustin Reeves	Melissa Christianson	Lisa Thielbar	Stephanie Lorenzo	CLA	09.26.26	09.26.26	10.02.26	10.10.26	11.03.26 - 11.07.26	Kelly Rimpila

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

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

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

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

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

Effective date: July 1, 2026

Expiration date: June 30, 2029

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

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

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

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

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

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

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

- The various forms and documents that must be prepared, updated and filed related to a special needs student including initial referrals, and more.
  - A procedure for maintaining confidentiality and accurate and timely reporting.
  - Data collections as required by IDEA, and the state; for example, the number of students being provided special education services; the types and numbers of students exempted from state assessments; the basis of exit of students with disabilities from the school.
- **IEP:** The Case Manager will follow all Special Education due process laws. The Case Manager will facilitate an annual IEP meeting to review students' progress, strengths, weaknesses, present level performance, and consult with all team members including parents regarding students' progress or lack of progress. Goals and objectives will be written in accordance to students' disabilities and needs. The team will also review and discuss appropriate adaptations, modifications, test assessments, technology needs and transportation needs. After the meeting, the Case Manager will follow Minnesota Special Education best practice policies; which is to have the IEP written and sent out within 4 days, giving parents 10 days to review the IEP. The IEP will be implemented after the IEP has been agreed upon and signed by the parent or after the 14 days are up. At this time, all relevant teachers will be notified of the student's adaptations and modifications of the IEP. The goals and objectives will be monitored and reported in writing as often as the general education student body is monitored as reported, and parents will be notified of progress in writing.
  - **Staffing:** The School contracts with a third party to serve as the Special Education Director to provide leadership and guidance in 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:
  - o Special education information in marketing materials, on the school's web site, and in brochures
  - o Information requested on Transfer of Records request.
  - o Questions asked on home visits.
  - o Examination of records of incoming students.
  - o Parental Request for evaluation.

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

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

The School acknowledges the provisions of Minnesota Statutes 124E, and rules regarding its obligation to provide certain data to the Commissioner. 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 of all students under the primary purpose of Minn. Stat. §124E.01, subdivision 1, as the most important factor in determining whether to renew the contract, per Minn. Stat. §124E.10, subdivision 1(a)(13).**

The primary purpose of New Century Academy is to improve the learning, achievement, and success of all students. The specific conditions for contract renewal that identify performance under the primary purpose as the most important factor in determining contract renewal, are as follows.

The Academic Performance Indicators are worth a total of 72 points out of 125 points possible (57.60%) of the total Performance Framework points possible. Because the majority of points possible are based on Academic Performance Indicators, performance under the primary purpose of improving the learning, achievement, and success of all students as the most important factor in determining contract renewal. For a description of the Academic Performance Indicators see Item (3) of the Addendum to this Agreement: (3) A description of the School program and the specific academic and nonacademic outcomes that pupils must achieve.

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

All contract renewals will be for either three or five years. Fewer than three years does not provide enough information on which to make a renewal decision. A three-year term may be extended based on the situation. For example, due to the 2019-2020 school year pandemic, schools could request contract extensions in order to have an additional year of results that they were unable to obtain due to the cancellation of end of year state and national assessments.

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

The additional purpose of New Century Academy are:

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

The Climate Performance Indicators are worth 15 of the total Performance Framework points possible (12.00%), the Operations Performance Indicators are worth 20 (16.00%), and the Finance Performance Indicators are worth 18 (14.40%). These indicators measure student attendance, parent satisfaction, student retention, legal compliance and fiscal health.

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

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

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

All contract renewals will be for either three or five years. Fewer than three years does not provide enough information on which to make a renewal decision. A three-year term may be extended based on the situation. For example, due to the 2019-2020 school year pandemic, school's may request contract extensions in order to have an additional year of results that they were unable to obtain due to the cancellation of end of year state and national assessments.

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

### **School Closure Plan**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See the following pages.

## Academic Plan

Goal	Interventions in place to improve
Attain Grade-level Proficiency- All Students State/Resident District Comparison <ul style="list-style-type: none"> <li>● MCA-Math (Grades 7,8,11)</li> </ul>	The school plans to utilize teachers who are the most comfortable with the content to integrate math more consistently in seminars and in ways that students find engaging.
Attain Grade-level Proficiency- All Students State/Resident District Comparison <ul style="list-style-type: none"> <li>● MCA- Reading (Grades 7,8,10)</li> </ul>	The school plans to incorporate multimodal strategies improve reading and writing skills. With the addition of Special Education teachers doing push-in and modifying curriculum in co-teaching, with new online platforms that can teach grammar and other areas of ELA in short bits with standards-based data. The school plans to continue monitoring student progress to more quickly identify areas of need. Future seminars will have an ELA interwoven into them to ensure constant standard exposure.
Attain Grade-level Proficiency- FRP Focus Group State/Resident District Comparison <ul style="list-style-type: none"> <li>● MCA-Math (Grades 7,8,11)</li> </ul>	The school plans to continue utilizing Title I supports with the applicable students. The school plans to implement more aspects of project-based learning to increase the time the Title I coordinator has to meet individually with students throughout the day or in small groups.
A Attain Grade-level Proficiency- FRP Focus Group State/Resident District Comparison <ul style="list-style-type: none"> <li>● MCA- Reading (Grades 7,8,10)</li> </ul>	The school plans to continue utilizing Title I supports with the applicable students. The school plans to implement more aspects of project-based learning to increase the time the Title I coordinator has to meet individually with students throughout the day or in small groups. The school plans to continue gathering data from CommonLit, Quill, and other online platforms that can give a fuller, more data driven picture.
D Attain Grade-level Proficiency- SPED Focus Group Resident District Comparison <ul style="list-style-type: none"> <li>● MCA- Reading (Grades 7,8,10)</li> </ul>	The school plans to continue gathering data from CommonLit, Quill, and other online platforms that can give a fuller, more data driven picture. The school plans on continuing to use the co-teaching model in ELA and adjust to changes as the school year goes on with more understanding and experience.

<p>Meet or Exceed National Growth Norms- Students at or Above Grade Level</p> <ul style="list-style-type: none"> <li>• NWEA Fall- Spring MAP Math Growth Targets (Grades 7-11)</li> </ul>	<p>The school plans on implementing multimodal strategies in Math. This includes offering seminars that will embed some form of Math instruction in order to support students with a more well-rounded, non-compartmentalized approach to supporting their growth in Math skills.</p>
<p>Meet or Exceed National Growth Norms- Students at or Above Grade Level</p> <ul style="list-style-type: none"> <li>• NWEA Fall- Spring MAP Reading Growth Targets (Grades 7-11)</li> </ul>	<p>The school plans on implementing multimodal strategies in ELA. This includes offering seminars that will embed some form of ELA instruction in order to support students with a more well-rounded, non-compartmentalized approach to supporting their growth in Math skills. The school plans to differentiate and individualize projects that students work on so they are at their level and a student who is at or above grade level can elect to challenge themselves even more so than in a traditional structure.</p>
<p>A Meet or Exceed National Growth Norms- Students Below Grade Level</p> <ul style="list-style-type: none"> <li>• NWEA Fall- Spring MAP Math Growth Targets (Grades 7-11)</li> </ul>	<p>The school plans to incorporate more opportunities for small group instruction during class time (push-ins during class with co-teacher and para support) and increase the amount of availability with the Title I coordinator throughout the day. The school plans to restructure the daily schedule to free up time for students to work on an individual level and find creative ways to teach to the standards to yield positive results.</p>

## Financial Plan

The school will record all Building Company activity directly in Skyward throughout the year so transactions are coded consistently, supported by system records, and available for auditor review.

For exchange revenue deposits, the school will require a second staff member to independently review deposit documentation. This review will be documented with initials, signatures, or another clear approval record to demonstrate proper segregation of duties.

For payroll, the school will improve communication between district staff, Paychex, and financial oversight personnel. Employee status changes, payroll entries, accruals, and fund coding will be reviewed more carefully, especially at year-end, to prevent overpayments, terminated-employee accrual errors, and fund misclassifications.

For UFARS coding, the school will use a dual-review process before audit completion. A Controller and an independent Senior Advisor will review restricted fund balance sheet codes and document their review to support compliance and reduce classification errors.

The school will also hold periodic internal check-ins before year-end close to confirm that corrective actions are being followed, documentation is complete, and any issues are addressed before the audit begins.

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

See the following page.

New Century 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
Jason Becker	<a href="mailto:jason.becker@newcenturyacademy.com">jason.becker@newcenturyacademy.com</a>	Ex-Officio Director	N/A	N/A
Scott Palesotti	S.Palesotti@yahoo.com	Treasurer	Community Member	7/1/2025 6/30/2028
Kelsey Dolge	<a href="mailto:kelsey.dolge@newcenturyacademy.com">kelsey.dolge@newcenturyacademy.com</a>	Vice Chair	Teacher #480243 Expires 2030	7/1/2025 6/30/2028
Traci Schutz	tracischutz@yahoo.com	Secretary	Community Member	7/1/2024 6/30/2027
Anne LeClaire	<a href="mailto:anne.leclaire@newcenturyacademy.com">anne.leclaire@newcenturyacademy.com</a>	Member	Parent	7/1/2023 6/30/2026
Heather Finnell	rhfinnell12@gmail.com	Chair	Community Member	7/1/2024 6/30/2027

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

**Office of the Minnesota Secretary of State  
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	New Century Academy
Date Filed:	03/29/2002
File Number:	1Z-352
Minnesota Statutes, Chapter:	317A
Home Jurisdiction:	Minnesota

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



Steve Simon  
Secretary of State  
State of Minnesota

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

State of Minnesota

**SECRETARY OF STATE**

CERTIFICATE OF INCORPORATION

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

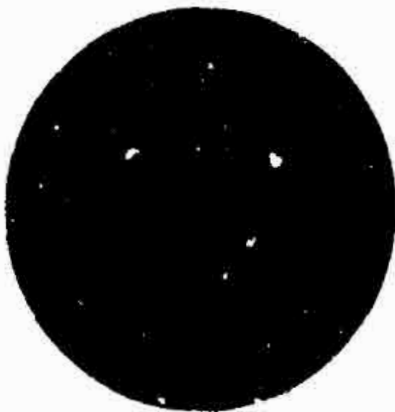
This corporation is now legally organized under the laws of Minnesota.

Corporate Name: New Century Charter School

Corporate Charter Number: 1Z-352

Chapter Formed Under: 3.7A

This certificate has been issued on 03/29/2002.



*Mary Kiffmeyer*  
Secretary of State.

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



Read the instructions before completing this form.

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

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

1. File Number:

2. Corporate Name: (Required)

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

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

Format: (mm/dd/yyyy)

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

ARTICLE

Article I: Correct Name  
Article II: Correct Address  
Article IX: Amending the Articles to comply with MN Statutes regarding conflicts of interest.

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

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

Signature of Authorized Person or Authorized Agent

Date

**Email Address for Official Notices**

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

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

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

Contact Name

Phone Number

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

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

Yes  No

# **ARTICLES OF INCORPORATION OF NEW CENTURY ACADEMY**

I, the undersigned, being of full age, for the purpose of forming a corporation under and pursuant to the provisions of Chapter 317A of the Minnesota Statutes, known as the Minnesota Non-Profit Corporation Act, and laws amendatory thereof and supplementary thereto, do hereby adopt the following Articles of Incorporation:

## **Article I**

### **Name**

The name of this Corporation shall be New Century Academy.

## **Article II**

### **Registered Office**

The registered office of this Corporation shall be 950 School Road SW Hutchinson, MN 55350.

## **Article III**

### **Purposes and Powers**

1. The Corporation is organized and shall be operated exclusively for charitable, scientific, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code 1986, as amended, or the corresponding provisions of any future federal tax law code, and in particular to operate a charter school formed and operated pursuant to Section 124D.10 of the Minnesota Education Code.
2. The Corporation may receive gifts, devices, and bequests and hold, administer, and dispose of the same exclusively for the accomplishment of the charitable purposes for which the corporation was created. The Corporation in carrying out its purposes shall have all the powers granted by law to corporations formed under the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A, and laws amendatory thereof and supplementary thereto.
3. Notwithstanding any provision herein, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code.

4. No substantial part of the activities of the corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, except to the extent permitted by law, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.
5. Notwithstanding any provision herein, if at any time the Corporation is determined to be a private foundation or a private operating foundation as defined in Sections 509 or 4942 of the Code, then the following provisions shall apply:
  - a. The Corporation shall distribute its income for each taxable year at such time and in such a manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.
  - b. The Corporation shall not retain any excess business holdings as defined in Section 4941(d) of the Code.
  - c. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code.
  - d. The Corporation shall not make any investments in such a manner as to subject it to tax under Section 4944 of the Code.
  - e. The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

#### **Article IV**

##### **Incorporator**

The name and address of the incorporator of this Corporation is Kimberly A. Lowe, Plaza VII, Suite 3300, 45 South Seventh Street, Minneapolis, MN 55402-1609.

#### **Article V**

##### **Duration**

The duration of existence of the Corporation shall be perpetual.

#### **Article VI**

##### **No Capital Stock**

The Corporation shall not have capital stock.

## **Article VII**

### **Members**

The Corporation shall have a single class of members who shall be subject to the terms and conditions of and the qualifications for membership set forth in the By-Laws of the Corporation.

## **Article VIII**

### **Board of Directors**

1. The general management of the Corporation shall be vested in a Board of Directors that shall be elected by the members in accordance with the By-Laws of the Corporation. The first Board of Directors shall consist of at least five (5) members. The number, qualifications, term of office, method of election, powers, authorities, and duties of the directors, the time and place of their meetings, and such other provisions with respect to them as are not inconsistent with the express provisions of these Articles of Incorporation shall be as specified in the By-Laws of the Corporation.
2. The first Board of Directors shall consist of the following persons who reside at the indicated addresses:

<u>Name</u>	<u>Address</u>
David Conrad	1110 Lewis Avenue SW Hutchinson, MN 55350
Diane Hard	22023 Walden Avenue Hutchinson, MN 55350
David Radloff	16663 673rd Avenue Hutchinson, MN 55350
Sherry Ristau	710 Lakewood Drive SW Hutchinson, MN 55350
Gina Smith	1330 Delaware Street SW Hutchinson, MN 55350

## **Article IX**

### **Indemnification**

Indemnification. Each director, officer and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation as a director, officer, partner, trustee, employee, representative or agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation in accordance with, and to the fullest extent permitted by, Minnesota Statutes, Section 317A.521 except as limited by Minnesota Statutes, Section 124E.07 subd 3(e)-(f) and any amendment thereto. The Corporation shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors. This Section is and shall be for the sole and exclusive benefit of the individuals designated herein and no individual, firm or entity shall have any

rights under this Section by way of assignment, subrogation or otherwise, whether voluntarily, involuntarily or by operation of law.

## **Article X**

### **Dissolution**

Upon the dissolution of the Corporation, The Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation to such organization or organizations organized and operated exclusively for charitable, religious, or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding of any future United States Internal Revenue Law, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the courts of the State of Minnesota, exclusively for such purposes or to such organization or organizations, as said court shall determine.

## **Article XI**

### **Amendment to the Articles**

These Articles of Incorporation may be amended from time to time in accordance with Minnesota Law.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name.



**Kathy Prellwitz**  
**School Board Chairperson**

April 30 2025



**Work Item 1558746100024**  
**Original File Number 1Z-352**

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED  
**05/07/2025 11:59 PM**

*Steve Simon*

Steve Simon  
Secretary of State

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



## NEW CENTURY ACADEMY

Founded on the strength of tradition and the innovation of tomorrow

#4093

### BYLAWS

#### CERTIFICATE OF ADOPTION

The undersigned Secretary of New Century Academy (NCA) Board of Directors, a Minnesota nonprofit corporation, does hereby certify that the foregoing Revised and Amended Bylaws are the Bylaws adopted for the Corporation.

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

Date: April 14, 2025

School Board Chairperson

School Board Secretary



## NEW CENTURY ACADEMY

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## **NEW CENTURY ACADEMY**

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### **OFFICIAL BYLAWS**

**OF**

### **NEW CENTURY ACADEMY**

#### **ARTICLE PURPOSE**

The purposes of the Corporation are as stated in its Articles of Incorporation. Further, the Board of Directors purpose is to promote all pupil learning and achievement for all students at the charter school. The Board's decisions govern the school and the actions of its employees.

#### **ARTICLE II**

##### **MINNESOTA LAW COMPLIANCE**

The governance of the Corporation will at all times be in accord with the provisions of Minnesota Statutes, Chapter 124E (formerly sections 124D.10 and 124D.11) and such other provisions of Minnesota laws as are therein referenced, all other statutory requirements and in compliance with the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D.01 et. seq. and Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.01 et. seq.

In the event that there are conflicts between the provisions of Minnesota Statutes, Chapter 124E (the Charter School Law) and Minnesota Statutes, Chapter 317A, (the Non-Profit Corporation Act), the provisions of the Charter School Law shall govern. Likewise, the Open Meeting Law, Chapter 13D.01 takes precedent over any conflict surfacing from Minnesota Statutes, Chapter 317A, the Non-Profit Corporation Act.

#### **ARTICLE III**

##### **OFFICES**

The principal office of the Corporation in the State of Minnesota shall be as set forth in the Articles of Incorporation or in the most recent amendment of the Articles of Incorporation or statement of the Board of Directors filed with the Minnesota Secretary of State changing the registered office in the manner prescribed by law. The Corporation may have such other offices within the State of Minnesota as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

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

#### **ARTICLE IV**

##### **MEMBERSHIP**

Section 1. Membership. There shall be one class of membership, the New Century Academy Board of Directors.



## NEW CENTURY ACADEMY

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Section 2. Annual Meeting. The annual meeting of the Members of the Corporation shall be held at such time and location as determined by the Board of Directors. Notification shall be by electronic means at least seven (7) days prior to the meeting date. Such notice shall contain the date, time and place of the meeting.

Section 3. Special and Emergency Meetings. Special and emergency meetings of Members may occur as provided by Minnesota Statutes, Chapter 13D.04.

Section 4. Quorum. For any regular, special or annual meeting, a majority of the total number of voting Members participating shall constitute a quorum.

Section 5. Voting. At each meeting of the Members, every voting Member shall have one (1) vote. Members may vote in person only, never by proxy. The affirmative vote of a majority of a quorum of voting Members shall constitute a duly authorized action of the membership.

Section 6. Election of Directors. At an annual meeting or any special meeting for election and properly called, board members, staff members employed at the school, including teachers providing instruction under a contract with a cooperative, and all parents or legal guardians of children enrolled in the school are the voters eligible to elect the Members of the school's board of directors. A charter school must establish and publish election policies and procedures on the school's website, 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, and notify eligible voters of the candidates' names, biographies, and candidate statements at least 10 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.

Board of director meetings must comply with Minnesota Statutes, Chapter 13D. Members of the Corporation having the right to elect directors under the provisions of Minnesota Statutes, Chapter 317A et. seq., shall elect the directors in accord with the outcome of voting.

### ARTICLE V

#### BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these Bylaws, Minnesota Statutes, Chapter 124E, and by law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

Section 2. Membership, Number, Tenure and Qualifications. Consistent with Minnesota Statutes, Chapter 124E.07 BOARD OF DIRECTORS,

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.

(b) 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;



## NEW CENTURY ACADEMY

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(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.

(c) 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.

(d) 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).

(e) 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.

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

(g) 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.

(h) 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.

The number of terms a board member can serve is unlimited.

2.1 A school teacher who is a Director and no longer employed at the school is ineligible to be a Director and is removed from the Board as of the date of employment resignation or termination.

2.2 A teacher employed at the school who is also a parent of a child enrolled at the school is eligible for a teacher Director position and is ineligible for a parent Director position. No charter school employees shall serve on the board other than teachers. Only a teacher with a .51 FTE and employed at NCA can be a Director.

2.3 A community member Director who, during his or her Board term, becomes employed at the school or becomes a parent of a child enrolled at the school is removed from the Board as of the date of such employment or enrollment.

2.4 A parent Director whose child is unenrolled from the school during such Director's term is removed from the Board as of the date of such unenrollment. Unenrollment is defined in board policy.

Section 3. Conflict of Interest. 'Conflict' is defined through Minnesota Statutes, Chapter 124E.14 Conflict of Interest.

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

(1) the board member, employee, officer, or agent;



## NEW CENTURY ACADEMY

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

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

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

(c) A charter school board member, employee, or officer is a local official for purposes of section 471.895 with regard to receipt of gifts as defined under section 10A.071, subdivision 1, paragraph (b). A board member, employee, or officer must not receive compensation from a group health insurance provider.

(d) No charter school employee or board member may serve on the board or decision-making committee of the school's authorizer. An employee or school board member must disclose to the school's board of directors any paid compensation they receive from the school's authorizer.

The specific governing board at the time of this bylaws adoption is composed of at least one community member, at least one parent, and at least one teacher, all of whom meet the qualifications in Section 2. There must be at least five (5) members on the board. The board structure has no clear majority.

Terms of Board members shall be three years or until a successor has been duly elected and qualified, or until the director dies, resigns, is removed or the term otherwise expires as provided by law or by the Bylaws of this Corporation. All board terms shall begin July 1st. Each seat will be up for election in the April-May prior to its expiration. New members to the Board shall be seated at the first meeting in July, whereupon the member(s) whose term is expiring shall step down. The election of the Board of Directors shall be in compliance with the Charter School Law. A background check must be completed on a Director prior to being seated.

Section 4. Nomination Process. Beginning 60 days in advance of the Corporation's annual meeting, the Board of Directors will solicit nominations for all of the Director positions that will be filled at the next annual meeting. The Corporation must establish and publish election policies and procedures on the school's website, 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, and notify eligible voters of the candidates' names, biographies, and candidate statements at least 10 calendar days before the election and post this information on the school's website.

Section 5. Regular Meetings. Regular meetings of the Board of Directors shall be in compliance with Minnesota Statutes, Chapter 13D.04. A schedule of the regular meetings of the Board of Directors shall be kept on file at its primary offices.

Section 6. Special Meetings. The Board Chair may call special meetings of the Board of Directors at any time, for any purpose with a three day notice. The Board Chair shall call a special meeting of the Board of Directors upon the written request of three (3) members of the Board. The Board, or its designee, must post and deliver written notice of the date, time, place, and purpose of a special meeting in accordance with Minnesota Statutes, Chapter 13D.04.



## NEW CENTURY ACADEMY

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Section 6. Emergency Meetings. When circumstances require the immediate consideration of an issue, the Board of Directors may call an emergency meeting in accordance with Minnesota Statutes, Chapter 13D.04.

Section 7. Director Training. Board Members shall comply with Minnesota Statutes, Chapter 124E.07, Subd. 7 by completing basic training and continuing or annual training.

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

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

(c) A new board member must complete training on employment policies and practices under chapter 181; public school funding and financial management; and the board's roles and responsibilities regarding student success, achievement, and performance within 12 months of being seated on the board or the individual is automatically ineligible to continue to serve as a board member. A board member who does not complete training within the 12-month period is ineligible to be elected or appointed to a charter school board for a period of 18 months.

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

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

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

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

Section 8. Quorum and Adjourned Meeting. A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any such meeting or a meeting begins with a quorum and then the quorum is lost, the director or directors present and remaining shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Voting. Each member of the Board of Directors shall have the power to exercise one (1) vote on all matters to be decided by resolution of the Board. The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the Board.

Section 10. Resignation and Removal. Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or the Secretary of the Corporation. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director may be removed at any time, with cause, by a two-thirds (2/3) vote of a majority of all remaining directors of the Corporation. Failure to maintain a 90% attendance rate for regular and special meetings during any 12 month period shall constitute a cause.



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Section 11. Filling Vacancies. Unless otherwise provided by Minnesota Statutes, section 317A.227, vacancies on the Board of Directors caused by death, disqualification, resignation, disability, removal or such other cause shall be filled by appointment of a new director by the affirmative vote of a majority of the remaining directors, even if less than a quorum. A director filling a vacancy shall hold office until the next annual meeting of the members, or until a successor has been duly elected and qualified, subject to the earlier death, disqualification, resignation or removal.

Section 12. Compensation. The directors of this Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in the execution of the Director's role as the Board of Directors from time to time determines reimbursements to be directly in the furtherance of the purposes and in the best interest of the Corporation.

Section 13. Presence at Meetings. Member shall be personally present at any meeting except to the extent that personal presence alternatives are permitted by Minnesota Statutes, Chapter 13D.01 (Minnesota Open Meeting Law).

Section 14. Committees of the Board. The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define the authority of, set the number and determine the identity of, members of one or more committees. Committee members need not be members of the Board of Directors. The Board may, by similar vote, designate one or more alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee.

14.1 Authority of Committees. Committees shall have authority to consider assigned topics and to make recommendations to the Board of Directors. No actions of a committee shall be binding on the Corporation absent Board ratification of any such recommendations.

14.2 Procedures for Conducting Meetings. The activities of all committees of this Corporation shall be conducted in such manner as will advance the best interest of the Corporation. Each committee shall fix its own rules of procedure and other regulations, which shall be consistent with the Articles of Incorporation, these Bylaws, and the policies of the Corporation. The Board Chair shall be an ex-officio member of all committees, unless the Chair serves as a member of such committee. The meetings of all committees shall be open to attendance by all directors, which directors may participate in any such meeting but may not vote unless such director is a member of the committee.

14.3 Limitation on Authority of Committees. Each committee shall be under the direction and control of the Board and shall keep regular minutes of their proceedings, and all actions of each committee shall be reported to the Board of Directors and shall be subject to revision and alteration by the Board of Directors. Each committee shall meet as provided by its rules or by resolution of the Board of Directors. Notice of all meetings of any committee shall be given to all members of that committee as determined by the committee and publicly posted on the NCA website.

Section 15. Parliamentary Procedures. Meetings shall be governed by Robert's Rules of Order, Revised, as amended by the Board of Directors in these Bylaws.

### ARTICLE VI

#### OFFICERS AND EMPLOYEES

Section 1. Number, Election. The officers of the Corporation shall be elected for one (1) year terms by the Board of Directors, and shall consist of a Board Chair, Board Vice Chair, Treasurer, Secretary, and such other officers as the Board of Directors shall determine from time to time. The number of terms an individual may serve as a/an director/officer of the board is unlimited.



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Section 2. Vacancies. A vacancy in any office of this Corporation occurring by reason of death, disqualification, resignation or removal shall be filled for the unexpired portion of the term by appointment of a successor by the Board of Directors.

Section 3. Board Chair. The Board Chair shall:

3.1 Act as the chairperson of the Board of Directors and exercise the functions of the office of the president of the Corporation;

3.2 Preside at all meetings of the Board of Directors; when the Board Chair is absent, Vice Chair will conduct meeting;

3.3 Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation;

3.4 Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature, unless otherwise directed by the Board;

3.5 Have the general powers and duties usually vested in the office of a Chairperson; and,

3.6 Have such other powers and perform such other duties as are prescribed by Minnesota Statutes, section 317A.305, Subd. 2, and as the Board of Directors may from time to time prescribe.

Section 4. Vice Chair. The Vice Chair in the absence of Board chair shall perform duties of the Board Chair in his absence;

Section 5. Treasurer. The Treasurer shall:

5.1. Attend all finance committee meetings;

5.2 Have the power to endorse for deposit all notes, checks and drafts received by the Corporation;

5.3 Perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 6. Secretary. The Secretary maintains the office of the Corporation and:

6.1 Attend all meetings of the members, the Board of Directors and all committees (when requested); when the Secretary is absent, another board member will act as secretary;

6.2 Ensure that all meeting minutes are documented and posted;

6.3 Preserve all documents and records belonging to the Corporation;

6.4 Maintain a list of all members of the Corporation in good standing;



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6.5 Give or cause to be given notice of all meetings of the Board of Directors and committees (when requested or required by law); and,

6.6 Perform such other duties as may be prescribed by the Board of Directors or the Board Chair from time to time.

Section 7. Management and Administrative Employees. The Corporation may have such management and administrative employees as from time to time are determined necessary by the Board of Directors. Such employees shall be appointed in a manner, have the duties and responsibilities and hold their positions for the time prescribed by the Board of Directors.

Section 8. Compensation. Non-Director Officers and employees of the Corporation may be paid such reasonable compensation, if any, for their services rendered to the Corporation in such capacity, and may be reimbursed for reasonable out-of-pocket expenses, as the Board of Directors from time to time determines to be directly in furtherance of the purposes and in the best interests of the Corporation.

Section 9. Bond. The Board of Directors of this Corporation shall from time to time determine which, if any, of the officers, agents or employees of this Corporation shall be bonded and the amount of each bond.

Section 10. Removal of Officer. Any officer may be removed at any time, with or without cause, by the vote of a majority of a quorum of the Board of Directors at any regular meeting or at a special meeting called for that purpose.

Section 11. Resignation. Any officer may resign at any time. Such resignation shall be made in writing to the Board Chair or the Secretary of the Corporation and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Board Chair or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

### **ARTICLE VII**

#### **DISTRIBUTION OF ASSETS**

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

Section 2. Cessation and Distribution. When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause the Corporation to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all the Corporation's assets to other entities in accordance with Minnesota Statutes, section 317A.735 and in accordance with the Articles of Incorporation and regulations administered by the Minnesota Department of Education.



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Notice of intent to dissolve shall be filed with the Secretary of State pursuant to Minnesota Statutes, section 317A.723.

### **ARTICLE VIII**

#### **INDEMNIFICATION**

Section 1. Indemnification. Each director, officer and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation as a director, officer, partner, trustee, employee, representative or agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation in accordance with, and to the fullest extent permitted by, Minnesota Statutes, Section 317A.521 except as limited by Minnesota Statutes, Section 124E.07 subd 3(e)-(f) and any amendment thereto. The Corporation shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors. This Section is and shall be for the sole and exclusive benefit of the individuals designated herein and no individual, firm or entity shall have any rights under this Section by way of assignment, subrogation or otherwise, whether voluntarily, involuntarily or by operation of law.

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

### **ARTICLE IX**

#### **AMENDMENTS**

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

The Board may amend its governance model, set forth in Article V, only by a majority vote of the board of directors and a majority vote of the licensed teachers employed by the school as teachers. This governance change process is controlled by Minnesota Statutes, Chapter 124E.07, Subd. 4 which also requires approval of the authorizer.

### **ARTICLE X**

#### **FINANCIAL MATIERS**

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and any such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or these Bylaws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or to render it liable peculiarly for any purpose or to any amount.



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Section 2.       Loans and Pledges. No loans shall be contracted nor pledges or guarantees given on behalf of the Corporation unless specifically authorized by the Board of Directors and in compliance with Minnesota Statutes.

Section 3.       Authorized Signatures. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board of Directors or these Bylaws.

Section 4.       Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may designate and shall be disbursed under such general rules and regulations as the Board of Directors may from time to time determine.

Section 5.       Corporate Seal. The Corporation shall not have a corporate seal.

Section 6.       Documents Kept at Registered Office. The Board of Directors shall cause to be kept at the registered office of this Corporation originals or copies of:

61.   Records of all proceedings of the Board of Directors and all committees;
62.   Records of all votes and actions of the members;
63.   All financial statements of this Corporation; and,
64.   Articles of Incorporation and Bylaws of this Corporation and all amendments and restatements thereof.

Section 7.       Accounting System and Audit. The Board of Directors shall cause to be established and maintained, in accordance with generally accepted accounting principles applied on a consistent basis, an appropriate accounting and financial reporting system for the Corporation. The Board shall cause the records and books of account of the Corporation to be audited at least once each fiscal year and at such other times as it may deem necessary or appropriate, and may retain such person or firm for such purposes as it may deem appropriate, to the extent consistent with Minnesota Statutes, Chapter 124E and the Uniform Financial and Accounting Standards (UFARS) and audit references.

### **ARTICLE XI**

#### **MISCELLANEOUS**

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

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

## **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.