

SCHOOL AUTHORIZER CONTRACT

between
Novation Education Opportunities
3432 Denmark Avenue Suite #130 Eagan, MN 55123
and
Aspire Academy
1210 Shakopee Town Square
Shakopee, MN 55379

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

SECTION 1. TERMS OF AGREEMENT.

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

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

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

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

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

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

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

SECTION 4. LEGAL STRUCTURE.

4.1. Legal Structure

- 4.1.1. Nonprofit Status. The School is organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended.
- 4.1.2. Articles of Incorporation. The School's Articles of Incorporation are an implied part of this Agreement. The School represents that, as of the date of this Agreement, the Articles of Incorporation of the School set forth in the Agreement Addendum are accurate and have not been otherwise altered or amended.
- 4.1.3. Bylaws. The School's bylaws are an implied part of this Agreement. The School will notify the Authorizer within thirty (30) calendar days of any amendments to the bylaws. The School represents that, as of the date of this Agreement, the bylaws of the School set forth in the Agreement Addendum are accurate and have not been otherwise altered or amended.
- 4.1.4. The School is subject to Minn. Stat. §124E and any other statutes and rules that derive from or pertain to the operation of this entity.
- 4.1.5. The Authorizer documents and respects any autonomy conferred on the School by statute or law as exemptions from regulations or requirements.
- 4.1.6. Learning Environments and Leased Space. The School may lease space from any organization as it deems necessary in the Location identified in the Affidavit or subsequently approved by the Authorizer based on need and demand, within provisions of Minn. Stat. §124E. The School will submit a lease-aid application to the Department for approval prior to opening the School and each subsequent year. The School will provide a copy of that application when submitted to the Department, as well as the Department's decision, to the Authorizer. The School will provide to the Authorizer any notice of lease termination within five (5) calendar days of receipt.
- 4.1.7. Occupancy and Safety Certificates. The School Board shall: (a) ensure that the School's physical facilities comply with all fire, health, and safety state standards and regulations applicable to Schools; (b) meet federal American with Disabilities Act (ADA) requirements; and (c) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section. Copies of such certificates shall be provided to the Authorizer before the first day of classes, if requested by the Authorizer.
- 4.1.8. Authorized Grades. The School is authorized to serve grades PK-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

Aspire Academy

By:


Signature

ABDULKADIR ABDI
Print Name

vice Chair
Title

REVISION (If Applicable)

Novation Education Opportunities

By:

Signature

Print Name

Title

Date

Aspire Academy

By:

Signature

Print Name

Title

ADDENDUM TO THE CONTRACT

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

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

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

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

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

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

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

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

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

- 1) Increase quality learning opportunities for all pupils.
- 2) Encourage the use of different and innovative teaching methods
- 3) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

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

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

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

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

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

The vision of Aspire Academy is to equip all students with the knowledge, character and skills needed to meet the demands of a competitive global economy. The mission of Aspire Academy is to be a community-based school that empowers and educates all students to attain high academic performance, while eliminating the achievement gaps by delivering an engaging STEM curriculum and meeting the individual needs of all students.

Design Principles

Aspire Academy will provide an individualized approach to learning, one that makes education more relevant for all students in terms of who they are (cultural relevance), how they learn (instructional relevance) and what they want to do (career relevance). Aspire Academy is built on 5 related Design Principles that are predicated on the belief that learning should be: rigorous, relevant, relational, and joyful.

- **Individualized Learning**
Aspire Academy supports student learning in ways that match how they learn, who they are and where they aspire to go in life.
- **Commitment to Student Agency**
Aspire Academy provides learning experiences that promote and build student agency and ownership of learning.
- **Authentic Experiences & Assessment**
Aspire Academy embraces learning experiences and assessments of understanding that are interesting, engaging and connected to the real world.
- **Tech “Enabled”**
Aspire Academy understands that learning is supported by technology, but “tech” by itself is not the solution to developing innovative and individualized learning experiences. Seamless integration is critical; technology is intuitive to students; they are digital natives.
- **Serving All (Equity)**
Aspire Academy is committed to serve all learners, especially students from traditionally underserved populations (see below for details).

See the following pages for the School’s Performance Framework which includes the specific academic and nonacademic outcomes that pupils must achieve.

Novation Education Opportunities- Aspire Academy Performance Framework

Aspire Academy

Date of Last Update/Review:

Contract Term: July 1, 2026 - June 30, 2029
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Baseline Year Results: 2021-2025

Charter Number: 4280

Initial Year of Operation: 2021
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These are the Academic Performance Indicators. They are 63.83% of the points possible.

I. All Children are Ready for School

I.A Early Literacy and Early Numeracy Goals

Performance Rating	NWEA MAP/FastBridge for Primary Math Targets (K-3)			Point Value	Points Earned
Exemplary	More than 75% of K-3 students meet the K-3 learning targets AND/OR the school improves from baseline year by more than 20 percentage points.			2	
Satisfactory	60-75% of K-3 students meet the K-3 learning targets in the combined FY 2021-FY 2025 AND/OR the school improves from baseline year by 10-20 percentage points.			1	
Not Satisfactory	Less than 60 percent of K-3 students meet the K-3 learning targets and does not improve by at least 10 percentage points.			0	
Results	Year	Students Meeting Targets	Total Students Tested	Aspire Academy Percent Proficient	
	Baseline 2021-2025	104	197	52.79%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	NWEA MAP/FastBridge for Primary Reading Targets (K-3)			Point Value	Points Earned
Exemplary	More than 75% of K-3 students meet the K-3 learning targets AND/OR the school improves from baseline year by more than 20 percentage points.			2	
Satisfactory	60-75% of K-3 students meet the K-3 learning targets in the combined FY 2021-FY 2025 AND/OR the school improves from baseline year by 10-20 percentage points.			1	
Not Satisfactory	Less than 60 percent of K-3 students meet the K-3 learning targets and does not improve by at least 10 percentage points.			0	
Results	Year	Number of Students Meeting Growth Targets	Total Students Tested	Aspire Academy Percent Proficient	
	Baseline 2021-2025	111	235	47.23%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

II. All Students Graduate from High School (As Measured by Grade Level Proficiency)

II.A Attain Grade-level Proficiency- All Students State Comparison

Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's 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	Aspire Academy Percent Proficient	State Percent Proficient
	Baseline 2021-2025	29	237	12.24%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's 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	Aspire Academy Percent Proficient	State Percent Proficient
	Baseline 2021-2025	58	237	24.47%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

II.B Attain Grade-level Proficiency- All Students Resident District Comparison (Shakopee)					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Aspire Academy Percent Proficient	Resident District Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Aspire Academy Percent Proficient	Resident District Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

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

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

Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's 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	Aspire Academy Percent Proficient	State Percent Proficient
	Baseline 2021-2025	27	224	12.05%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's 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	Aspire Academy Percent Proficient	State Percent Proficient
	Baseline 2021-2025	55	224	24.55%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

III.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Aspire Academy Percent Proficient	Resident District Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Aspire Academy Percent Proficient	Resident District Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

III.C Attain Grade-level Proficiency- EL Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's 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	Aspire Academy Percent Proficient	State Percent Proficient
	Baseline 2021-2025	21	191	10.99%	14.67%
	2025-2026				
	2026-2027				
	2027-2028				
2025-2028					
Analysis					
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's 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	Aspire Academy Percent Proficient	State Percent Proficient
	Baseline 2021-2025	42	191	21.99%	12.07%
	2025-2026				
	2026-2027				
	2027-2028				
2025-2028					
Analysis					

III.D Attain Grade-level Proficiency- EL Focus Group Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Aspire Academy Percent Proficient	Resident District Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis	The school's combined proficiency rate of 10.99% is 6.13 percentage points lower than the resident district's combined proficiency of 17.12%.				
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Aspire Academy Percent Proficient	Resident District Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

IV. All Students Graduate from High School (as Measured by Growth)					
IV.A Meet or Exceed National Growth Norms- Students Below Grade Level					
Performance Rating	NWEA MAP Fall-Spring Math Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 75% of students below grade level meet the numeracy targets identified to ensure students become proficient in math AND/OR the school improves from baseline year by more than 20 percentage points.			8	
Satisfactory	60-75% of students below grade level meet the numeracy targets identified to ensure students become proficient in math AND/OR the school improves from baseline year by 10-20 percentage points.			4	
Not Satisfactory	Fewer than 60% of students below grade level meet the numeracy targets identified to ensure students become proficient in math and do not improve by more than 10 percentage points.			0	
Results	Year	Number of Students Meeting Targets	Total Students Tested	Percent Meeting Targets	Total Students Below Grade
	Baseline 2021-2025	49	109	44.95%	109
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 75% of students below grade level meet the literacy targets identified to ensure students become proficient in reading AND/OR the school improves from baseline year by more than 20 percentage points.			8	
Satisfactory	60-75% of students below grade level meet the literacy targets identified to ensure students become proficient in reading AND/OR the school improves from baseline year by 10-20 percentage points.			4	
Not Satisfactory	Fewer than 60% of students below grade level meet the literacy targets identified to ensure students become proficient readers and do not improve by more than 10 percentage points.			0	
Results	Year	Number of Students Meeting Targets	Total Students Tested	Percent Meeting Targets	Total Students Below Grade Level
	Baseline 2021-2025	50	96	52.08%	96
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

IV.B Meet or Exceed National Growth Norms- Students At or Above Grade Level Making Medium or High Growth					
Performance Rating	NWEA MAP Fall-Spring Math Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 75% of students at or above grade level meet the numeracy targets identified to ensure students maintain and improve in math proficiency AND/OR the school improves from baseline year by more than 20 percentage points.			8	
Satisfactory	60-75% of students at or above grade level meet the numeracy targets identified to ensure students maintain and improve in math proficiency AND/OR the school improves from baseline year by 10-20 percentage points.			4	
Not Satisfactory	Fewer than 60% of students at or above grade level meet the numeracy targets identified to ensure students maintain and improve in math proficiency and do not improve by more than 10 percentage points.			0	
Results	Year	Number of Students Meeting Targets	Total Students Tested	Percent Meeting Targets	Total Students At/Above Grade Level
	Baseline 2021-2025	19	46	41.30%	46
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 75% of students at or above grade level meet the literacy targets identified to ensure students maintain and improve as proficient readers AND/OR the school improves from baseline year by more than 20 percentage points.			8	
Satisfactory	60-75% of students at or above grade level meet the literacy targets identified to ensure students maintain and improve as proficient readers AND/OR the school improves from baseline year by 10-20 percentage points.			4	
Not Satisfactory	Fewer than 60% of students at or above grade level meet the literacy targets identified to ensure students maintain and improve as proficient readers and do not improve by more than 10 percentage points.			0	
Results	Year	Number of Students Meeting Targets	Total Students Tested	Percent Meeting Targets	Total Students At/Above Grade Level
	Baseline 2021-2025	20	39	51.28%	39
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

These are the Climate Performance Indicators. They are 10.64% of the points possible.

V. The School Conditions Promote a Climate of Engagement

V.A Attendance Rates

Performance Rating	Attendance Rate Goals (Grades K-8)	Point Value	Points Earned
Exemplary	More than 95 percent attendance rate.	2	
Satisfactory	90-95 percent attendance rate.	1	
Not Satisfactory	Below 90 percent attendance rate.	0	
Results	Year	Attendance Rate	
	2025-2026		
	2026-2027		
	2027-2028		
	2025-2028		
Analysis			

V.B Parent Engagement

Performance Rating	Parent Event Attendance Goals (Grades K-8)	Point Value	Points Earned	
Exemplary	More than 90 percent of parents or guardians attend all parent conferences.	2		
Satisfactory	80-90 percent of parents or guardians attend all parent conferences.	1		
Not Satisfactory	Less than 80 percent of parents attend all parent conferences.	0		
Results	Year	Parents/Guardians Attending Conferences	Total Parents/Guardians That Could Attend Conferences	Parent Event Attendance Percent
	2025-2026			
	2026-2027			
	2027-2028			
	2025-2028			
Analysis				

V.C Parent Satisfaction					
Performance Rating	5-Point Parent Satisfaction Survey Goals			Point Value	Points Earned
Exemplary	More than 80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			2	
Satisfactory	60-80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			1	
Not Satisfactory	Less than 60 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			0	
Results		Number of Parents Agreeing or Strongly Agreeing	Total Number of Parents	Parent Satisfaction Survey Percent	
	Year				
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
V.D Mobility					
Performance Rating	Mobility Goals (Grades K-8)			Point Value	Points Earned
Exemplary	Fewer than 10 percent of students transfer out of school after October 1.			2	
Satisfactory	10 - 15 percent of students transfer out of school after October 1.			1	
Not Satisfactory	More than 15 percent of students transfer out of school after October 1.			0	
Results		Students Transferring After October 1	Total Students Enrolled October 1	Mobility Percent	
	Year				
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

V.E Student Engagement					
Performance Rating	Student Ownership of Learning Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	More than 80 percent of students can identify their goals, strategies for reaching them, and status toward reaching the goals.			2	
Satisfactory	60-80 percent of students can identify their goals, strategies for reaching them, and status toward reaching the goals.			1	
Not Satisfactory	Fewer than 60 percent of students can identify their goals, strategies for reaching them, and status toward reaching the goals.			0	
Results				Percent of Students that can identify their goals, strategies for reaching them, and status toward reaching the goals.	
	Year	Number of Students	Total Students		
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

These are the Operations Performance Indicators. They are 10.64% of the total Performance Framework points possible.

VI. School is Compliant with Contract and Statute

VI.A Compliance

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

These are the Finance Performance Indicators. They are 14.89% of the total Performance Framework points possible.

VII. School is Financially Solvent/Sustainable

VII.A Finance Awards

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

VII.B Fund Balance

Performance Rating	Fund Balance at End of Contract Term Goals	Point Value	Points Earned						
Exemplary	Reserve is at least 20% as measured by end of year reserve.	10							
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserve.	5							
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserve.	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 Audits During Contract Term Goals	Point Value	Points Earned
Exemplary	No findings cited in the audit.	2	
Satisfactory	No more than one finding (nonmaterial) cited in the audit.	1	
Not Satisfactory	More than one finding cited in the audit.	0	
Analysis			

Contract Renewal and Intervention			
NEO schools must achieve at least a Satisfactory Rating (50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Compliance, Finance) to be automatically recommended for a three-year contract renewal.			
NEO schools must achieve at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.			
Schools that earn less than 50% of the points possible overall or in any one area are a candidate for a nonrenewal in their final contract year or intervention in the other contract years.			
Summary and Analysis			
Academic Performance Points Earned	0		
Academic Performance Total Points Possible	60		
Academic Performance Percent of Points Earned	0.00%		
Academic Performance Percent of Total Framework Points	63.83%		
Climate Performance Points Earned	0		
Climate Performance Total Points Possible	10		
Climate Performance Percent of Points Earned	0.00%		
Climate Performance Percent of Total Framework Points	10.64%		
Operations Performance Points Earned	0		
Operations Performance Total Points Possible	10		
Operations Performance Percent of Points Earned	0.00%		
Operations Performance Percent of Total Framework Points	10.64%		
Finance Performance Points Earned	0		
Finance Performance Total Points Possible	14		
Finance Performance Percent of Points Earned	0.00%		
Finance Performance Percent of Total Framework Points	14.89%		
Performance Framework Points Earned	0		
Performance Framework Total Points Possible	94		
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).

Aspire will enroll any eligible student who submits a timely application, unless the number of applications exceeds the capacity of pupils within a grade.

In the event of having more applications than vacancies (per grade), Aspire will use a lottery system. Before admitting a student by lot, Aspire shall give preference for enrollment to the following applicants in the order listed: first to siblings and foster children of parents of an enrolled student and then to children and foster children of school employees who meet the applicable statutory employment requirements.

The lottery process will be used to provide equal access to all students who apply through a random drawing of all applications received prior to the close of the enrollment period. After all available seats are filled through the lottery, a waiting list will be generated in the same fashion.

Each school year, the Aspire board will establish and publish on the Aspire website on or before October 1 the open application and enrollment process applicable to the admissions for the following school year, including the enrollment form applicable to the following school year, and the available enrollment by grade applicable to the following school year.

In addition, Notice of the Lottery if applicable will be made public on the Aspire website.

See the following pages for the Admission and Lottery Policy.



591 ASPIRE ACADEMY ADMISSION AND ENROLLMENT

I. PURPOSE

The purpose of this policy is to set forth admission and enrollment procedures that Aspire Academy utilizes.

II. GENERAL STATEMENT OF PURPOSE

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

III. ADMISSION LIMITATIONS

- A. Aspire Academy, including its preschool or prekindergarten program established under Minnesota Statutes, section 124E.06, subdivision 3, paragraph (b), may limit admission to pupils within an age group or grade level;
- B. Aspire Academy shall comply with the Minnesota Human Rights Act, which prohibits educational institutions from discriminating against students based on a protected class including race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation or disability.
- C. Charter schools must disseminate information about the school's offerings and enrollment procedures to families that reflect the diversity of Minnesota's population and targeted groups. Targeted groups include low-income families and communities, students of color, students at risk of academic failure, and students underrepresented in the school's student body relative to Minnesota's population. The school must document its dissemination activities in the school's annual report. The school's dissemination activities must be a component of the authorizer's performance review of the school.

IV. ENROLLMENT

- A. Aspire Academy shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot. Aspire Academy must develop and publish, including on its website, a lottery policy and process that it must use when accepting pupils by lot.
- B. Admission to a charter school must be free to any eligible pupil who resides within the state. 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 in accordance with Minnesota Statutes, section 124E.11, paragraphs (a) to (f).
- C. Aspire Academy must give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot. A staff member eligible for an enrollment preference for their child, including a foster child, must be an individual

Aspire Academy

employed at the school whose employment is stipulated in advance to total at least 480 hours in a school calendar year.

- D. A person may not be admitted to Aspire Academy (1) as a kindergarten pupil, unless the pupil is at least five years of age on October 31 of the calendar year in which the school year for which the pupil seeks admission commences; or (2) as a first grade student, unless the pupil is at least six years of age on October 31 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten; except that a charter school may establish and publish on its website a policy for admission of selected pupils at an earlier age, consistent with the enrollment process in paragraphs A and B.
- E. Except as permitted in paragraphs D and I, Aspire Academy may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability and may not establish any criteria or requirements for admission that are inconsistent with this section.
- F. Aspire Academy or any agent of the school must not distribute any services or goods, payments, or other incentives of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school.
- G. Once a student who resides in Minnesota is enrolled in Aspire Academy in kindergarten through grade 8, the student is considered enrolled in the school until the student formally withdraws, the school receives a request for the transfer of educational records from another school, the school receives a written election by the parent or legal guardian of the student withdrawing the student, or the student is expelled under the Pupil Fair Dismissal Act in Minnesota Statutes, sections 121A.40 to 121A.56.

V. LOTTERY PROCESS

The lottery process will be used to provide equal access to all students who apply through a random drawing of all applications received prior to the close of the enrollment period. After all available seats are filled through the lottery, a waiting list will be generated in the same fashion. Applications submitted after the open enrollment period will be placed on a waiting list in the order received. Each school year, the Aspire board will establish and publish on the Aspire website on or before October 1 the open application and enrollment process applicable to the admissions for the following school year, including the enrollment form applicable to the following school year, and the available enrollment by grade applicable to the following school year.

In addition, Notice of the Lottery if applicable will be made public on the Aspire website.

Legal References: Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 124E.11 (Admission Requirements and Enrollment)
Minn. Stat. § 124E.17 (Charter School Information)
Minn. Stat. § 363A.13 (Educational Institution)

Cross References: None

Adopted: 6.30.19
Reviewed: 03.02.25
Reviewed: 03.01.26

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

Governance and Management

Aspire Academy filed with the Minnesota Secretary of State as a nonprofit corporation under chapter 317A on July 5, 2018. Seated, the Board of Directors conducted business on behalf of Aspire until an ongoing board was elected. Pursuant to the Statute and Aspire Bylaws, the Board of Directors are composed of at least five non-related members and include:

1. at least one licensed teacher employed per MN statutes as a qualified teacher at the school;
2. at least one parent/legal guardian of a student enrolled who is not a school employee;
3. at least one community member who resides in Minnesota and is not employed by Aspire and does not have a child enrolled in the school.

Board Member Roles and Responsibilities.

The Duty of Care: Board members will exercise reasonable care when making decisions as stewards of the school. All decisions will be shaped to fulfill the purpose defined in Minnesota Statutes §124E: to improve all pupil learning and all student achievement.

The Duty of Loyalty: Board members will exercise loyalty to the school. Conflicts of interest, including the appearance of conflicts of interest, must be avoided. All board members will sign the Conflict-of-Interest Policy annually.

The Duty of Obedience: Board members will act in a way that is consistent with the goals of the school, being faithful to the mission and fulfilling the public's trust that the state's funds will be used to fulfill the educational mission of the school.

Policies, Procedures, and Strategies. Board members are charged with setting the strategic direction of Aspire, aligned with the statutory purpose(s), mission and vision, and will:

- Establish guiding policies and procedures as required in Minnesota Statutes and Authorizer Charter Contract;
- Adopt a policy, plan, budget, and process, consistent with section §120B.11, to review curriculum, instruction, and student achievement while striving for Comprehensive Achievement and Civic Readiness;
- Review, approve, and monitor an annual operating budget; specifically, approve an annual budget by prior to the start of the fiscal year and a revised budget by January 15 of the current fiscal year detailing its unreimbursed costs for educating students eligible and not eligible for special education services;
- Ensure that Aspire is in compliance with the legal requirements of the Articles of Incorporation, Bylaws, and the Authorizer Charter Contract;
- Evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals;
- Execute legal contracts such as loan agreements, leases, and service contracts;
- Secure adequate facilities that are eligible for lease aid;
- Ensure that accurate minutes of the Board and meetings are maintained and posted according to Minnesota Statutes §13D, Open Meeting Law and MDE web requirements;
- Authorize monies, facilities, and necessary equipment;
- Select and employ competent leadership and review performance annually;
- Establish a teacher evaluation process under section §124E.03, Subd. 2(h) ;
- Provide professional development related to the individual's job responsibilities;

- Advise the Executive Director, upon his/her request, in regard to specific
- managerial and/or material decisions where there is no established policy;
- Review periodic (minimally quarterly) reports from the Executive Director to:
 - Determine progress in key performance areas;
 - Predict trends and forecast;
 - Determine areas of the operation where correction/remediation may be required;
 - Measure performance against budget and aligned resources;
- Select and engage the auditor and review annual financial audit from auditor and ensure recommended correction/remediation is taken if necessary;
- Attend required board training described in Minnesota Statutes §124E.08, Subd. 7;
- Attend MDE sponsored training, including MDE Charter School 'Boot Camps';
- Protect the Extent of Specific Legal Authority by binding insurance coverage (124E.09).

Management and Administration Plans.

Aspire will not contract with a charter management organization (CMO), educational management organization (EMO) or other comprehensive service provider.

The board, whose primary purpose is to govern, will hire (through a fair and open process) and delegate authority to the Executive Director who will act as the lead administrator.

The Executive Director, under the oversight of the board, will implement all policies and procedures.

Aspire is committed to recruiting candidates who are members of groups that have traditionally been underrepresented based on race, color, national origin, gender orientation, age or disability.

In reference to the Executive Director, Aspire will seek candidates who embody and embrace high expectations, believing that every student can be successful. This person must embrace a culture that values hard work, respect, and diversity; an academic champion of blended learning and high expectations for all students. He/she will ultimately drive academic performance and will be held accountable for results. Key to success is an ability to remain focused on academic performance and parental engagement, embracing results and a data-driven mindset when making decisions.

As enrollment increases, Aspire will add commensurate administrative support.

Aspire's Executive Director will report monthly and as needed to the board on the progress towards accountability goals. The report will consist of qualitative (student, staff, family surveys) and quantitative data and will address all areas of the educational program including, but not limited to, student achievement, the professional development program, school culture and climate; and parent/ community engagement.

Aspire Academy will contract for financial services which will serve as controller for internal controls.

- 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 and Oaths of Office.

Novation Education Opportunities

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

OATH OF OFFICE

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

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

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

MMA

Signature

MUSTAF MOHAMMED

Print name

Community Member

Seat (Parent, Community Member, Teacher)

07/01/2025

Date seated

06/30/2028

Date term of seat expires

Novation Education Opportunities

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Hussein
Signature

Hussein haybe
Print name

Parent
Seat (Parent, Community Member, Teacher)

07/1/2023
Date seated

06/30/2026
Date term of seat expires

Novation Education Opportunities


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Signature

Omar Nur
Print name

Teacher
Seat (Parent, Community Member, Teacher)

10/29/23
Date seated

06/30/2026
Date term of seat expires

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

Novation Education Opportunities

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Signature

Osman Mohamed

Print name

Community Member

Seat (Parent, Community Member, Teacher)

07/01/2023

Date seated

June/30/2026

Date term of seat expires

Novation Education Opportunities

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

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Abduladi Abd

Signature

ABDULADIR ABDI

Print name

Community Member

Seat (Parent, Community Member, Teacher)

07/01/2023

Date seated

06/30/2026

Date term of seat expires

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

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).

See the following pages for the performance evaluation.

Novation Education Opportunities- Aspire Academy Performance Framework

Aspire Academy

Date of Last Update/Review: 02/25/2026

Contract Term: July 1, 2021 - June 30, 2026
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Baseline Year Results: 2021-2022

Charter Number: 4280

Initial Year of Operation: 2021
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These are the Academic Performance Indicators. They are 63.83% of the points possible.

I. All Children are Ready for School

I.A Early Literacy and Early Numeracy Goals

Performance Rating	NWEA MAP/FastBridge for Primary Math Targets (K-3)			Point Value	Points Earned
Exemplary	More than 75% or more of K-3 students meet the K-3 learning targets AND/OR the school improves from baseline year by more than 20 percentage points.			2	2
Satisfactory	60-75% of K-3 students meet the K-3 learning targets in the combined FY 2021-FY 2025 AND/OR the school improves from baseline year by 10-20 percentage points.			1	
Not Satisfactory	Less than 60 percent of K-3 students meet the K-3 learning targets or does not improve by at least 10 percentage points.			0	
Results	Year	Students Meeting Targets	Total Students Tested	Aspire Academy Percent Proficient	
	Baseline 2021-2022	7	20	35.00%	
	2021-2022	7	20	35.00%	
	2022-2023	4	14	28.57%	
	2023-2024	34	74	45.95%	
	2024-2025	59	89	66.29%	
	2021-2025	104	197	52.79%	
Analysis	The school's combined rate of students meeting NWEA MAP learning targets is 52.79%. From the baseline year rate of 35.00%, the school's proficiency increased to 66.29%, an increase of 31.29 percentage points.				
Performance Rating	NWEA MAP/FastBridge for Primary Reading Targets (K-3)			Point Value	Points Earned
Exemplary	More than 75% or more of K-3 students meet the K-3 learning targets AND/OR the school improves from baseline year by more than 20 percentage points.			2	2
Satisfactory	60-75% of K-3 students meet the K-3 learning targets in the combined FY 2021-FY 2025 AND/OR the school improves from baseline year by 10-20 percentage points.			1	
Not Satisfactory	Less than 60 percent of K-3 students meet the K-3 learning targets or does not improve by at least 10 percentage points.			0	
Results	Year	Number of Students Meeting Growth Targets	Total Students Tested	Aspire Academy Percent Proficient	
	Baseline 2021-2022	6	24	25.00%	
	2021-2022	6	24	25.00%	
	2022-2023	4	36	11.11%	
	2023-2024	35	76	46.05%	
	2024-2025	66	99	66.67%	
	2021-2025	111	235	47.23%	
Analysis	The school's combined rate of students meeting NWEA MAP learning targets is 47.23%. From the baseline year rate of 25.00%, the school's proficiency increased to 66.67%, an increase of 41.67 percentage points.				

II. All Students Graduate from High School (As Measured by Grade Level Proficiency)					
II.A Attain Grade-level Proficiency- All Students State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 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	Aspire Academy Percent Proficient	State Percent Proficient
	Baseline	3	26	11.54%	
	2021-2022	3	26	11.54%	46.49%
	2022-2023	2	41	4.88%	48.57%
	2023-2024	8	71	11.27%	47.61%
	2024-2025	16	99	16.16%	47.32%
	2021-2025	29	237	12.24%	48.22%
Analysis	The school's combined proficiency rate of 12.24% is 35.98 percentage points lower than the state's combined proficiency of 48.22%.				
	From the baseline year rate of 11.54%, the school's proficiency increased to 16.16%, an increase of 4.62 percentage points.				
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's 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	Aspire Academy Percent Proficient	State Percent Proficient
	Baseline	7	26	26.92%	
	2021-2022	7	26	26.92%	51.14%
	2022-2023	10	41	24.39%	51.15%
	2023-2024	14	71	19.72%	50.21%
	2024-2025	27	99	27.27%	50.06%
	2021-2025	58	237	24.47%	51.01%
Analysis	The school's combined proficiency rate of 24.47% is 26.54 percentage points lower than the state's combined proficiency of 51.01%.				
	From the baseline year rate of 26.92%, the school's proficiency increased to 27.27%, an increase of 0.35 percentage points.				

II.B Attain Grade-level Proficiency- All Students Resident District Comparison (Shakopee)					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	0
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Aspire Academy Percent Proficient	Resident District Percent Proficient
	2021-2022	3	26	11.54%	47.62%
	2022-2023	2	41	4.88%	50.00%
	2023-2024	8	71	11.27%	45.79%
	2024-2025	16	99	16.16%	42.97%
	2021-2025	29	237	12.24%	47.64%
Analysis	The school's combined proficiency rate of 12.24% is 35.40 percentage points lower than the resident district's combined proficiency of 47.64%.				
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	0
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Aspire Academy Percent Proficient	Resident District Percent Proficient
	2021-2022	7	26	26.92%	54.95%
	2022-2023	10	41	24.39%	56.54%
	2023-2024	14	71	19.72%	53.66%
	2024-2025	27	99	27.27%	51.00%
	2021-2025	58	237	24.47%	54.45%
Analysis	The school's combined proficiency rate of 24.47% is 29.98 percentage points lower than the resident district's combined proficiency of 54.45%.				

III. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency)					
III.A Attain Grade-level Proficiency- FRP Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's 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	Aspire Academy Percent Proficient	State Percent Proficient
	Baseline	3	25	12.00%	
	2021-2022	3	25	12.00%	24.41%
	2022-2023	2	40	5.00%	29.34%
	2023-2024	8	69	11.59%	28.77%
	2024-2025	14	90	15.56%	28.19%
	2021-2025	27	224	12.05%	28.49%
Analysis	The school's combined proficiency rate of 12.05% is 16.44 percentage points lower than the state's combined proficiency of 28.49%. From the baseline year rate of 12.00%, the school's proficiency increased to 15.56%, an increase of 3.56 percentage points.				
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's 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	Aspire Academy Percent Proficient	State Percent Proficient
	Baseline	7	25	28.00%	
	2021-2022	7	25	28.00%	31.27%
	2022-2023	10	40	25.00%	34.11%
	2023-2024	14	69	20.29%	33.64%
	2024-2025	24	90	26.67%	32.97%
	2021-2025	55	224	24.55%	33.44%
Analysis	The school's combined proficiency rate of 24.55% is 8.88 percentage points lower than the state's combined proficiency of 33.44%. From the baseline year rate of 28.00%, the school's proficiency decreased to 26.67%, a decrease of 1.33 percentage points.				

III.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	0
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Aspire Academy Percent Proficient	Resident District Percent Proficient
	2021-2022	3	25	12.00%	28.01%
	2022-2023	2	40	5.00%	33.39%
	2023-2024	8	69	11.59%	30.75%
	2024-2025	14	90	15.56%	27.39%
	2021-2025	27	224	12.05%	30.76%
Analysis	The school's combined proficiency rate of 12.05% is 18.71 percentage points lower than the resident district's combined proficiency of 30.76%.				
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	0
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Aspire Academy Percent Proficient	Resident District Percent Proficient
	2021-2022	7	25	28.00%	38.26%
	2022-2023	10	40	25.00%	41.59%
	2023-2024	14	69	20.29%	41.57%
	2024-2025	24	90	26.67%	37.07%
	2021-2025	55	224	24.55%	40.15%
Analysis	The school's combined proficiency rate of 24.55% is 15.59 percentage points lower than the resident district's combined proficiency of 40.15%.				

III.C Attain Grade-level Proficiency- EL Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's 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	Aspire Academy Percent Proficient	State Percent Proficient
	Baseline	1	19	5.26%	
	2021-2022	1	19	5.26%	13.19%
	2022-2023	2	41	4.88%	15.24%
	2023-2024	4	43	9.30%	14.06%
	2024-2025	14	88	15.91%	14.12%
	2021-2025	21	191	10.99%	14.67%
Analysis	The school's combined proficiency rate of 10.99% is 3.67 percentage points lower than the state's combined proficiency of 14.67%.				
	From the baseline year rate of 5.26%, the school's proficiency increased to 15.91%, an increase of 10.65 percentage points.				
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's 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	Aspire Academy Percent Proficient	State Percent Proficient
	Baseline	3	19	15.79%	
	2021-2022	3	19	15.79%	12.17%
	2022-2023	10	41	24.39%	12.72%
	2023-2024	7	43	16.28%	11.38%
	2024-2025	22	88	25.00%	10.97%
	2021-2025	42	191	21.99%	12.07%
Analysis	The school's combined proficiency rate of 21.99% is 9.92 percentage points higher than the state's combined proficiency of 12.07%.				
	From the baseline year rate of 15.79%, the school's proficiency increased to 25.00%, an increase of 9.21 percentage points.				

III.D Attain Grade-level Proficiency- EL Focus Group Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Aspire Academy Percent Proficient	Resident District Percent Proficient
	2021-2022	1	19	5.26%	17.50%
	2022-2023	2	41	4.88%	17.51%
	2023-2024	4	43	9.30%	16.33%
	2024-2025	14	88	15.91%	15.45%
	2021-2025	21	191	10.99%	17.12%
Analysis	The school's combined proficiency rate of 10.99% is 6.13 percentage points lower than the resident district's combined proficiency of 17.12%.				
Performance Rating	MCA-Reading Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	1
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Aspire Academy Percent Proficient	Resident District Percent Proficient
	2021-2022	3	19	15.79%	13.22%
	2022-2023	10	41	24.39%	14.86%
	2023-2024	7	43	16.28%	14.71%
	2024-2025	22	88	25.00%	15.07%
	2021-2025	42	191	21.99%	15.10%
Analysis	The school's combined proficiency rate of 21.99% is 6.89 percentage points higher than the resident district's combined proficiency of 15.10%.				

IV. All Students Graduate from High School (as Measured by Growth)					
IV.A Meet or Exceed National Growth Norms- Students Below Grade Level					
Performance Rating	NWEA MAP Fall-Spring Math Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 75% of students below grade level meet the numeracy targets identified to ensure students become proficient in math AND/OR the school improves from baseline year by more than 20 percentage points.			8	
Satisfactory	60-75% of students below grade level meet the numeracy targets identified to ensure students become proficient in math AND/OR the school improves from baseline year by 10-20 percentage points.			4	
Not Satisfactory	Fewer than 60% of students below grade level meet the numeracy targets identified to ensure students become proficient in math or do not improve by more than 10 percentage points.			0	
Results	Year	Number of Students Meeting Targets	Total Students Tested	Percent Meeting Targets	Total Students Below Grade
	Baseline 2021-2022	4	11	36.36%	11
	2021-2022	4	11	36.36%	11
	2022-2023	3	16	18.75%	16
	2023-2024	20	32	62.50%	32
	2024-2025	22	50	44.00%	50
	2021-2025	49	109	44.95%	109
Analysis	The school's combined rate of students meeting NWEA MAP targets is 44.95%. From the baseline year rate of 36.36%, the school's percent of students meeting their targets increased to 44.00%, an increase of 7.64 percentage points.				
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 75% of students below grade level meet the literacy targets identified to ensure students become proficient in reading AND/OR the school improves from baseline year by more than 20 percentage points.			8	8
Satisfactory	60-75% of students below grade level meet the literacy targets identified to ensure students become proficient in reading AND/OR the school improves from baseline year by 10-20 percentage points.			4	
Not Satisfactory	Fewer than 60% of students below grade level meet the numeracy targets identified to ensure students become proficient in math or do not improve by more than 10 percentage points.			0	
Results	Year	Number of Students Meeting Targets	Total Students Tested	Percent Meeting Targets	Total Students Below Grade Level
	Baseline 2021-2022	1	12	8.33%	12
	2021-2022	1	12	8.33%	12
	2022-2023	N/A	N/A	N/A	N/A
	2023-2024	23	36	63.89%	36
	2024-2025	26	48	54.17%	48
	2021-2025	50	96	52.08%	96
Analysis	The school's combined rate of students meeting NWEA MAP targets is 52.08%. From the baseline year rate of 8.33%, the school's percent of students meeting their targets increased to 54.17%, an increase of 45.83 percentage points.				

IV.B Meet or Exceed National Growth Norms- Students At or Above Grade Level Making Medium or High Growth					
Performance Rating	NWEA MAP Fall-Spring Math Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 75% of students at or above grade level meet the numeracy targets identified to ensure students maintain and improve in math proficiency AND/OR the school improves from baseline year by more than 20 percentage points.			8	8
Satisfactory	60-75% of students at or above grade level meet the numeracy targets identified to ensure students maintain and improve in math proficiency AND/OR the school improves from baseline year by 10-20 percentage points.			4	
Not Satisfactory	Fewer than 60% of students at or above grade level meet the numeracy targets identified to ensure students maintain and improve in math proficiency or do not improve by more than 10 percentage points.			0	
Results	Year	Number of Students Meeting Targets	Total Students Tested	Percent Meeting Targets	Total Students At/Above Grade Level
	Baseline 2021-2022	1	7	14.29%	7
	2021-2022	1	7	14.29%	7
	2022-2023	2	7	28.57%	7
	2023-2024	9	13	69.23%	13
	2024-2025	7	19	36.84%	19
	2021-2025	19	46	41.30%	46
Analysis	The school's combined rate of students meeting NWEA MAP targets is 41.30%. From the baseline year rate of 14.29%, the school's percent of students meeting their targets increased to 36.84%, an increase of 22.56 percentage points.				
Performance Rating	NWEA Fall- Spring MAP Reading Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 75% of students at or above grade level meet the literacy targets identified to ensure students maintain and improve as proficient readers AND/OR the school improves from baseline year by more than 20 percentage points.			8	8
Satisfactory	60-75% of students at or above grade level meet the literacy targets identified to ensure students maintain and improve as proficient readers AND/OR the school improves from baseline year by 10-20 percentage points.			4	
Not Satisfactory	Fewer than 60% of students at or above grade level meet the literacy targets identified to ensure students maintain and improve as proficient readers or do not improve by more than 10 percentage points.			0	
Results	Year	Number of Students Meeting Targets	Total Students Tested	Percent Meeting Targets	Total Students At/Above Grade Level
	Baseline 2021-2022	1	7	14.29%	7
	2021-2022	1	7	14.29%	7
	2022-2023	N/A	N/A	N/A	N/A
	2023-2024	5	11	45.45%	11
	2024-2025	14	21	66.67%	21
	2021-2025	20	39	51.28%	39
Analysis	The school's combined rate of students meeting NWEA MAP targets is 51.28%. From the baseline year rate of 14.29%, the school's percent of students meeting their targets increased to 66.67%, an increase of 52.38 percentage points.				

These are the Climate Performance Indicators. They are 10.64% of the points possible.

V. The School Conditions Promote a Climate of Engagement

V.A Attendance Rates

Performance Rating	Attendance Rate Goals (Grades K-8)	Point Value	Points Earned
Exemplary	More than 95 percent attendance rate.	2	2
Satisfactory	90-95 percent attendance rate.	1	
Not Satisfactory	Below 90 percent attendance rate.	0	
Results	Year	Attendance Rate	
	2021-2022	99.85%	
	2022-2023	98.35%	
	2023-2024	97.13%	
	2024-2025	94.55%	
2021-2025	97.47%		

Analysis The school's combined attendance rate is 97.47%.

V.B Parent Engagement

Performance Rating	Parent Event Attendance Goals (Grades K-8)	Point Value	Points Earned	
Exemplary	More than 90 percent of parents or guardians attend all parent conferences.	2	2	
Satisfactory	80-90 percent of parents or guardians attend all parent conferences.	1		
Not Satisfactory	Less than 80 percent of parents attend all parent conferences.	0		
Results	Year	Parents/Guardians Attending Conferences	Total Parents/Guardians That Could Attend Conferences	Parent Event Attendance Percent
	2021-2022	N/A	N/A	N/A
	2022-2023	N/A	N/A	N/A
	2023-2024	78	78	100.00%
	2024-2025	100	105	95.24%
2021-2025	178	183	97.27%	

Analysis The school's combined parent event attendance rate is 97.27%.
The school was unable to collect data for Parent Event Attendance during 2021-2023.

V.C Parent Satisfaction					
Performance Rating	5-Point Parent Satisfaction Survey Goals			Point Value	Points Earned
Exemplary	More than 80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			2	2
Satisfactory	60-80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			1	
Not Satisfactory	Less than 60 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.			0	
Results	Year	Number of Parents Agreeing or Strongly Agreeing	Total Number of Parents	Parent Satisfaction Survey Percent	Percent Participation of Parent Respondents
	2021-2022	N/A	N/A	N/A	N/A
	2022-2023	N/A	N/A	N/A	N/A
	2023-2024	38	39	97.44%	50.00%
	2024-2025	103	105	98.10%	100.00%
	2021-2025	141	144	97.92%	78.69%
Analysis	The school's combined parent satisfaction survey rate is 97.92%. The school was unable to collect data for the Parent Satisfaction Surveys during 2021-2023.				
V.D Mobility					
Performance Rating	Mobility Goals (Grades K-8)			Point Value	Points Earned
Exemplary	Fewer than 10 percent of students transfer out of school after October 1.			2	2
Satisfactory	10 - 15 percent of students transfer out of school after October 1.			1	
Not Satisfactory	More than 15 percent of students transfer out of school after October 1.			0	
Results	Year	Students Transferring After October 1	Total Students Enrolled October 1	Mobility Percent	
	2021-2022	1	54	1.85%	
	2022-2023	0	69	0.00%	
	2023-2024	0	159	0.00%	
	2024-2025	0	195	0.00%	
	2021-2025	1	477	0.21%	
Analysis	The school's combined mobility rate is 0.21%.				

V.E Student Engagement					
Performance Rating	Student Ownership of Learning Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	More than 80 percent of students can identify their goals, strategies for reaching them, and status toward reaching the goals.			2	2
Satisfactory	60-80 percent of students can identify their goals, strategies for reaching them, and status toward reaching the goals.			1	
Not Satisfactory	Fewer than 60 percent of students can identify their goals, strategies for reaching them, and status toward reaching the goals.			0	
Results				Percent of Students that can identify their goals, strategies for reaching them, and status toward reaching the goals.	
	Year	Number of Students	Total Students		
	2021-2022	54	54	100.00%	
	2022-2023	82	82	100.00%	
	2023-2024	173	173	100.00%	
	2024-2025	220	220	100.00%	
	2021-2025	529	529	100.00%	
Analysis	The school's combined student ownership of learning rate is 100.00%.				

These are the Operations Performance Indicators. They are 10.64% of the total Performance Framework points possible.

VI. School is Compliant with Contract and Statute

VI.A Compliance

Performance Rating	Goals for Compliance During Contract Term	Point Value	Points Earned
Exemplary	No infractions.	10	5
Satisfactory	No more than three infractions AND any infraction is resolved by assigned deadline.	5	
Not Satisfactory	More than three infractions or infractions not resolved by assigned deadline.	0	
Analysis	The school had two infractions that were resolved by the deadline. .		

These are the Finance Performance Indicators. They are 14.89% of the total Performance Framework points.

VII. School is Financially Solvent/Sustainable

VII.A Finance Awards

Performance Rating	Goals for Awards at End of Contract Term	Point Value	Points Earned
Exemplary	NEO Stewardship Award in Finance Recipient	2	1
Satisfactory	Finance Award Recipient (formerly administered by MDE)	1	
Not Satisfactory	Not a Finance Award Recipient	0	
Analysis	The school was a FY25 Finance Award recipient.		

VII.B Fund Balance

Performance Rating	Fund Balance at End of Contract Term Goals	Point Value	Points Earned						
Exemplary	Reserve is at least 20% as measured by end of year reserve.	10	5						
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserve.	5							
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserve.	0							
Results	<table border="1"> <thead> <tr> <th>Fund Balance</th> <th>Expenditures</th> <th>SOD Calculation</th> </tr> </thead> <tbody> <tr> <td>\$398,111</td> <td>\$3,240,162</td> <td>12.29%</td> </tr> </tbody> </table>	Fund Balance	Expenditures	SOD Calculation	\$398,111	\$3,240,162	12.29%		
Fund Balance	Expenditures	SOD Calculation							
\$398,111	\$3,240,162	12.29%							
Analysis	The school has built a fund balance reserve of 12.29% by 2024-2025.								

VII.C Financial Audit

Performance Rating	Financial Audits During Contract Term Goals	Point Value	Points Earned
Exemplary	No findings cited in the audit.	2	1
Satisfactory	No more than one finding (nonmaterial) cited in the audit.	1	
Not Satisfactory	More than one finding cited in the audit.	0	
Analysis	The school had 1 finding cited in the FY25 audit in FY26 (Prompt Payment of Claims).		

Contract Renewal and Intervention	
NEO schools must achieve at least a Satisfactory Rating (50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Compliance, Finance) to be automatically recommended for a three-year contract renewal.	
NEO schools must achieve at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.	
Schools that earn less than 50% of the points possible overall or in any one area are a candidate for a nonrenewal in their final contract year or intervention in the other contract years.	
Summary and Analysis	
Based on information available to date, Aspire Academy has earned 53 points out of a total of 94 points possible, 56.38%.	
Based on information available to date, Aspire Academy was approved for a 3-year contract renewal.	
Academic Performance Points Earned	31
Academic Performance Total Points Possible	60
Academic Performance Percent of Points Earned	51.67%
Academic Performance Percent of Total Framework Points	63.83%
Climate Performance Points Earned	10
Climate Performance Total Points Possible	10
Climate Performance Percent of Points Earned	100.00%
Climate Performance Percent of Total Framework Points	10.64%
Operations Performance Points Earned	5
Operations Performance Total Points Possible	10
Operations Performance Percent of Points Earned	50.00%
Operations Performance Percent of Total Framework Points	10.64%
Finance Performance Points Earned	7
Finance Performance Total Points Possible	14
Finance Performance Percent of Points Earned	50.00%
Finance Performance Percent of Total Framework Points	14.89%
Performance Framework Points Earned	53
Performance Framework Total Points Possible	94
Performance Framework Percent of Total Points	56.38%

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: September 25, 2019 (includes preoperational planning year)

Expiration date: June 30, 2026

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

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

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

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

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

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

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

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

504 Plans:

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

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

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

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

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

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

The primary purpose of Aspire Academy is to 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 60 points out of 94 points possible (63.83%) of the total Performance Framework points possible. Because the majority of points possible are based on Academic Performance Indicators, performance under the primary purpose of improving the learning, achievement, and success of all students is the most important factor in determining contract renewal. For a description of the Academic Performance Indicators see Item (3) of the Addendum to this Agreement: (3) A description of the School program and the specific academic and nonacademic outcomes that pupils must achieve.

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

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

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

Aspire Academy is also designed to meet additional purposes for which the charter school law was created: increase quality learning opportunities for all pupils, encourage the use of different and innovative teaching methods, and measure learning outcomes and create different and innovative forms of measuring outcomes.

The Climate Performance Indicators are worth 10 of the total Performance Framework points possible (10.64%), the Governance Performance Indicators are worth 10 (10.64%), and the Finance Performance Indicators are worth 14 (14.89%). These indicators measure student attendance, parent satisfaction, student retention, legal compliance and fiscal health.

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

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

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

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

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

School Closure Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The charter contract between the proposed authorizer and the school must identify and provide a plan to address any outstanding obligations from the previous contract.

Attain Grade-level Proficiency – MCA Math and Reading (Grades 3-8)

Aspire Academy will continue to implement targeted instructional strategies to improve student proficiency in both Mathematics and Reading. Teachers will utilize standards-aligned curriculum, small-group instruction, differentiated learning supports, and ongoing formative assessments to monitor student progress and adjust instruction as needed. In Reading, staff will emphasize foundational literacy skills, vocabulary development, comprehension strategies, and intervention support for struggling readers. In Mathematics, teachers will continue to focus on conceptual understanding, problem-solving skills, and data-driven instruction to strengthen student achievement.

Attain Grade-level Proficiency – FRP Focus Group (MCA Math and Reading Grades 3-8)

To support students in the FRP focus group, Aspire Academy will continue to provide additional academic interventions, individualized support, and targeted small-group instruction in both Reading and Mathematics. Staff will continue to regularly review assessment data to identify learning gaps and provide timely interventions designed to improve student proficiency and academic confidence.

Attain Grade-level Proficiency – EL Focus Group Resident District Comparison (MCA Math Grades 3-8)

Aspire Academy will continue to support multilingual learners through differentiated math instruction, language supports, visual modeling, academic vocabulary development, and collaborative learning opportunities. Teachers will continue to work to ensure students can access grade-level math content while also strengthening language development. Instructional staff utilize scaffolding strategies and individualized support to help multilingual learners improve math proficiency.

Meet or Exceed National Growth Norms – Students Below Grade Level (NWEA MAP Fall-Spring Growth Math Grades 1-8)

Aspire Academy is committed to supporting students performing below grade level through targeted math interventions, individualized learning plans, and continuous progress monitoring. Teachers will continue to utilize NWEA MAP data to identify student needs, provide differentiated instruction, and implement intervention strategies focused on accelerating math growth. Small-group instruction, intervention support, and frequent assessment cycles will continue to help students make measurable academic progress throughout the school year.

18. The Charter School Board membership roster.

See the following page.

Aspire Academy Board Roster

Name	E-mail	Position (Chair, Vice Chair, Secretary, Treasurer)	Seat (Parent, Community Member, Teacher with File Folder #)	Term Start and Term End Dates
M. Kaahie	mkaahie@aspireacademy schools.org	Ex-Officio	Executive Director	N/A
Mustaf Mohamed	mmustaf@aspireacademy schools.org	Board Chair	Parent	July 1 2025 - June 30 2028
Abdukadir Sheikh Abdi	asheikh@aspireacademy schools.org	Treasurer	Community Member	July 1 2023 - June 30 2026
Osman Mohamed	omohamed@aspireacademy schools.org	Member	Community Member	July 1 2023 - June 30 2026
Hussein Haybe	hhaybe@aspireacademy schools.org	Member	Parent	July 1 2023 - June 30 2026
Omar Abukar Nur	onur@aspireacademyschools. org	Member	Teacher License Number #1029048 Expires 6/30/26	July 1 2023 - June 30 2026

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

See the following page.

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

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

Name: Aspire Academy
Date Filed: 07/05/2018
File Number: 1023290800023
Minnesota Statutes, Chapter: 317A
Home Jurisdiction: Minnesota

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



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

Steve Simon
Secretary of State
State of Minnesota

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

See the following pages.

Office of the Minnesota Secretary of State Certificate of Incorporation

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

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

Name: Aspire Academy

File Number: 1023290800023

Minnesota Statutes, Chapter: 317A

This certificate has been issued on: 07/05/2018



Steve Simon
Secretary of State
State of Minnesota

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



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

ARTICLE 1 - CORPORATE NAME:

Aspire Academy

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

Name

Address:

3860 Molina Street Shakopee MN 55379 5537 USA

ARTICLE 3 - INCORPORATOR(S):

Name:

Address:

Mohamed K Adam

3860 Molina Street Shakopee Minnesota 55379

DURATION: PERPETUAL

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

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

SIGNED BY: Mohamed K. Adam

MAILING ADDRESS: 3860 Molina St Shakopee Minnesota 55379

EMAIL FOR OFFICIAL NOTICES: mkaahie@gmail.com



Work Item 1023290800023
Original File Number 1023290800023

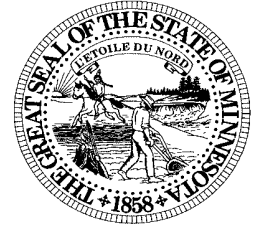
STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
07/05/2018 11:59 PM

Steve Simon

Steve Simon
Secretary of State

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

Minnesota Statutes, Chapter 302A or 317A



Read the instructions before completing this form.

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

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

1. Corporate Name: (Required)

Aspire Academy

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

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

Format: (mm/dd/yyyy)

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

ARTICLE

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

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

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

**AMENDED ARTICLES OF INCORPORATION OF
Aspire Academy**

**ARTICLE I
NAME/REGISTERED OFFICE**

The name of this corporation shall be Aspire Academy (the "Corporation"). The Registered office of the Corporation shall be located at 1260 Shakopee Town Square, Shakopee, MN 55379.

**ARTICLE II
PURPOSE**

The Corporation shall at all times be operated exclusively for charitable purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c) (3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended. All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purpose.

Said organization is organized for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

This Corporation is organized exclusively for charitable purposes, more specifically to be a charter school under the laws of Minnesota to improve student learning and create a high achieving student population.

**ARTICLE III
EXEMPTION REQUIREMENTS**

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

1. The Corporation shall not afford pecuniary gain, incidentally or otherwise to its members. No part of the net earnings of this Corporation shall inure to the benefit of any member of the Corporation, except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes. Such net earnings, if any, of this Corporation shall be used to carry out the nonprofit corporate purposes set forth in Article II above.

2. No substantial part of the activities of the Corporate shall constitute the carrying on of Propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the Corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to any candidate for public office.

3. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended.

ARTICLE IV DURATION

The duration of the corporate existence shall be perpetual until dissolution.

ARTICLE V BOARD OF DIRECTORS

The Corporation shall have members. The eligibility, rights and obligations will be determined by the organization's Bylaws.

The management of the affairs of the corporation shall be vested in a Board of Directors, as defined by the corporation's Bylaws. No director shall leave any right, title, or interest in or to any property of the corporation.

The number of directors constituting the initial board of directors is five (5); their names and addresses are as follows:

1. Abdirizak Hassan - 1260 Shakopee Town Square, Shakopee, MN 55379
2. Idil Farah - 1260 Shakopee Town Square, Shakopee, MN 55379
3. Abdi Ahmed - 1260 Shakopee Town Square, Shakopee, MN 55379
4. Khalid Mohamed - 1260 Shakopee Town Square, Shakopee, MN 55379
5. Abdiweli Mohammed - 1260 Shakopee Town Square, Shakopee, MN 55379

Members of the initial board of directors shall serve until the first annual meeting, at which their successors will be duly elected and qualified, or removed as provided in the bylaws

ARTICLE VI PERSONAL LIABILITY

No officer or Director of this Corporation shall be personally liable for the debts or obligations of this Corporation of any nature whatsoever, nor shall any of the property of the officer or Directors be subject to the payment of the debts or obligations of this Corporation.

ARTICLE VII

At the time of dissolution of the Corporation, The Board of Directors shall, after paying or making provisions for the payment of all debts, obligations, liabilities, cost and expenses of the Corporation shall dispose of all the assets of the Corporation, In no case shall a disposition be made which would not qualify as a charitable contribution under Section 170(c)(1) or (2) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, in such manner as the Board of Directors shall determine.

A handwritten signature in cursive script, appearing to read "M. Kaehle", is written over a horizontal line.

Signature (Incorporator)

1260 Shakopee Town Square, Shakopee, MN 55379



Work Item 1165941700027
Original File Number 1023290800023

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07/07/2020 11:59 PM

Steve Simon

Steve Simon
Secretary of State

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



Read the instructions before completing this form.

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

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

1. File Number: 1023290800023

2. Corporate Name: (Required)

Aspire Academy

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.

06/27/2025

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 VI

No officer or director of this Corporation shall be personally liable for the debts or obligations of this Corporation, nor shall any of the property of the officer or director be subject to the payment of the debts or obligations of this Corporation, except to the extent that federal or state law shall mandate individual party responsibility.

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]

06/27/2025

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:

mkaahie@aspireacademyschools.org

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:

MK Adam

952-200-0003

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



Work Item 1565904400020
Original File Number 1023290800023

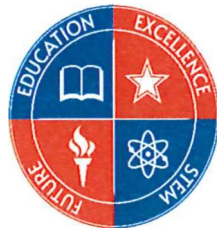
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FILED
06/27/2025 11:59 PM

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.

See the following pages.



ASPIRE Academy

BYLAWS ARTICLE I. NAME & OFFICES

Section 1.1. Name. The name of this Organization shall be ASPIRE Academy.

Section 1.2. Principal office. The registered principal office of the Organization in the State of Minnesota is as stated in the Articles of Incorporation or as amended.

Section 1.3. Registered Office. The registered office may be, but need not be, identical with the principal office in the State of Minnesota. The Board of Directors shall have authority to change the registered office of the Organization from time to time, and any such changes shall be registered by the secretary with the Secretary of State of Minnesota if and as required by law.

Section 1.4. Office. The Organization may have such other offices, including its principal business office, either within or without the State of Minnesota, as the Board of Directors may designate.

ARTICLE II. PURPOSE

Section 2.1. Compliance with the law. The Board's purpose is to promote effective education for students at ASPIRE Academy charter school with attention to the areas of curriculum, staffing, policy formulation, community involvement, home-school communication, budget, and other appropriate matters affecting the well-being of the school. The Board's decisions govern the school and the actions of its employees. The Board of Directors is responsible for hiring ASPIRE Academy Executive Director. The Executive Director is responsible for hiring all staff, with the consultation of the Board of Directors. At all times, the Board shall act in conformance with applicable Federal and Minnesota law, rules, and regulations.

Section 2.2. Mission Statement. The mission of ASPIRE Academy is to provide children with the academic foundation and ambition to earn a college degree or have the skills for gainful employment.

ARTICLE III.
MEMBERS

Section 3.1. Members and Directors. The members of the Board of Directors of the Organization shall be the only Members of the Organization. Each member of the Board of Directors of the Organization shall automatically become and be a Member of the Organization concurrently with his or her becoming a member of the Board of Directors of the Organization so long as he or she is a member of the Board of Directors of the Organization and shall cease to be Member of the Organization concurrently with his or her ceasing to be member of the Board of Directors of the Organization. The board structure is non-majority.

Section 3.2. Voting Rights. Each Member shall be entitled to one (1) vote, and all voting rights of each Member shall be equal.

Section 3.3. Powers Reserved to Board of Directors. All power and authority of the organization shall be vested in the Board of Directors, and any action by the Board of Directors alone shall be deemed an action by the Members of the Organization, and any action otherwise required to be taken by the Members of the Organization shall be valid and binding on the Organization if approved by the Board of Directors in accordance with the provisions of the Articles of Incorporation of the Organization and these Bylaws.

Section 3.4. Applicable Rules. To the extent any action by the Members is requested or required by the Board of Directors, or otherwise required by law, the rules applicable to meetings, notice, quorum, proxy, actions without a meeting, resignation and all other matters shall be determined in accordance with the provisions of Article IV of these Bylaws to the same extent applicable to Directors.

Section 3.5. No Ownership. No Member shall have any right, title or interest in or to any property of the Organization.

Section 3.6. Conflict of Interest. Any person running or serving as a director must comply with applicable Minnesota Statutes regarding conflict of interest. If there is any conflict of interest with any board member, then he or she is automatically disqualified to be a board member.

ARTICLE IV.
DIRECTORS

Section 4.1. General Powers. The property, affairs, and business of the Organization shall be governed by the Board of Directors.

Section 4.2. Number. The number of Directors shall be at least five (5) and not more than seven (7). The number of Directors may be changed from time to time by resolution of the Directors at any annual or special meeting called for the purpose of electing Directors and such number shall be subject to change by action of the Board of Directors amending these Bylaws at any regular or special meeting duly called for such purpose.

Section 4.3. Qualifications and Term of Office. Each Director shall be elected by the affirmative vote of the electors entitled by Minnesota Statutes to vote in a public election pursuant to procedures adopted by the Board. The Board of Directors shall be composed of non-related members from each of the following categories: at least one licensed teacher who is currently employed by the school or providing instruction under contract between the charter school and a cooperative, interested community members who reside in Minnesota and not employed by the charter school and does not have a child enrolled in the school, and at least one (1) parent or legal guardian of a student enrolled at the school.

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

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

The chief administrator may only serve as an ex-officio nonvoting board member. Each of the Directors of the Organization shall hold office until the regular meeting next following or closely coinciding with the expiration of his or her term of office and until his or her successor shall have been elected and shall qualify, or until he or she shall resign, or shall have been removed as provided herein or by statute.

The term of office for Directors shall be **three (3) years**. Terms shall be designated so that staggered election dates for the Board will result in approximately 1/2 of the Board being elected each election cycle, and elections shall be held so that newly elected Directors are seated to begin their term July 1. The number of terms a board member can serve is three (3).

Section 4.4. Quorum. The presence, in person or interactive TV in accordance with Minnesota Chapter 13D, of a majority of the Board of Directors shall constitute a quorum for the transaction of business. If less than a quorum is present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 4.5. Regular Meeting. Regular meetings of the Board of Directors shall be held from time to time at such time and place as may be fixed by resolution of the Board of Directors, or at such time and place as shall be fixed by the Chairperson of the Board of Directors. Unless notice shall be waived by all Directors entitled to notice, notice shall be given in the same manner as prescribed for notice of special meetings.

Section 4.6. Special Meeting. Special meetings of the Board of Directors may be held at such time and place as may from time to time be designated in the notice or waiver of notice of the meeting. Special meetings of the Board of Directors may be called at the written request to any officer by any two directors acting together. Unless notice shall be waived by all Directors entitled to notice, notice of the special meeting shall be given by the Chairperson of the Board who shall give at least two (2) business days' notice thereof to each Director by mail, e-mail, telegraph, telephone, facsimile or personal delivery. Any Director may request that he or she receive notice via either mail or facsimile instead of via e-mail. Each Director, by his or her attendance and participation in the action taken at any Director's meeting, shall be deemed to have waived notice of such meeting.

Section 4.7. Compensation. Directors shall not receive compensation for their service as Directors. Nothing herein contained shall be construed to preclude any Director from serving the Organization in any other capacity and receiving proper compensation therefor.

Section 4.8. Committees. The Board of Directors may from time to time, by resolution, establish committees. Any committee so established shall consist of two (2) or more natural persons who need not be Directors and shall be subject at all times to the direction and control of the Board of Directors. At any meeting of any such committee the presence of a majority of the members of the committee shall be necessary to constitute a quorum for the transaction of business. Committees of the Board shall take action by the affirmative vote of a majority of all committee members, except where the affirmative vote of a larger proportion or number is required by the Board. Each committee shall keep a written record of its activities and shall submit such written record to the Board after each meeting.

Section 4.9. Vacancies. Any vacancies on the Board of Directors resulting from death, resignation, removal, or disqualification of a Director may be filled by the affirmative vote of a majority of the remaining Directors. Vacancies on the Board of Directors resulting from newly created directorships may be filled by the affirmative vote of a majority of the Directors serving at the time of the increase unless such increase is at the time of the annual election. A Director who fills a vacancy pursuant to this Section shall stand for re-election pursuant to Section 4.3 within 12 months.

Section 4.10. Meetings by Telephone or other Electronic Means. The Board shall comply with Minnesota Chapter 130 for all meetings. Any Director, or any member of any committee created by the Board of Directors, may participate and be counted for quorum by interactive television in accordance with Minnesota Chapter 13D.02.B.

In the event of a health pandemic or an emergency declared under Minnesota Statutes, Chapter 12, a meeting may be conducted by telephone or other electronic means in compliance with Minnesota Statutes, Chapter 130.021. A board member may call in and discuss the topics but may not vote or count for quorum unless in compliance with 13D.

Section 4.11. Resignation. A Director may resign at any time by giving written notice to the Secretary of the Organization. The resignation is effective without acceptance when the notice is given to the Secretary, unless a later effective time is specified in the notice.

Section 4.13 Removal. A Director may be removed from office at a duly held meeting, with or without cause, by the affirmative vote of a majority of all the Directors; provided that notice of the meeting at which such removal is to be considered states such purpose.

ARTICLE V.

OFFICERS

Section 5.1. Officers. The officers of this Organization shall consist of the Chairperson, Vice Chair, Secretary and Treasurer, each of whom must be Directors, and such other officers as the Board of Directors may from time to time determine. One (1) person may hold a combination of the offices designated herein, except that the offices of Chairperson and Vice Chairperson may not be held by the same person. There shall be at all times at least two officers of the Organization.

Section 5.2. Chairperson. The chairperson shall preside at all meetings of the board of Directors and shall perform such other duties as may be assigned to him or her by the Board of Directors.

Section 5.3. Vice Chairperson. At the request of the chairperson, or in the event of the Chairperson's absence or disability, the Vice Chairperson shall perform the duties and possess the powers of the Chairperson. The Vice Chairperson shall also perform such other duties as may be assigned to him or her by the Board of Directors.

Section 5.4. Secretary. The Secretary shall have charge of books, documents, and papers as the Board of Directors may determine. He or she shall record and keep the minutes of all meetings of the Board of Directors as well as a record of the names and places of residence of all members of the Board of Directors. He or she shall, in general, perform all the duties incident to the office of secretary, subject to the control and direction of the Board of Directors.

Section 5.5. Treasurer. The treasurer shall have custody of all funds, property and securities of the Organization, subject to such regulations as may be imposed by the Board of Directors. He or she shall enter regularly on the books of the Organization full and accurate account of all moneys and obligations received and paid or incurred by or on account of the Organization and shall exhibit such books at all reasonable times to any Director of the Organization. He or she shall, in general, perform all the duties incident to the office of treasurer, subject to the control and direction of the Board of Directors.

Section 5.6. Election, Term of Office and Qualifications. The Board shall elect or appoint such officers and assistant officers they may deem advisable subsequent to the meeting held for the election of the board. Such officers shall hold office until their successors are elected; provided, however, that any officer may be removed with or without cause by the affirmative vote of a majority of the whole Board of Directors, irrespective of any contractual obligations of employment.

Section 5.7. Vacancies. All vacancies in any office of the Organization must be filled by the Board of Directors at least to the minimum number called for in the Bylaws.

Section 5.8 Terms. An individual may serve as an officer (Chairperson, Vice Chair, Secretary, or Treasurer) for no more than three (3) terms in the same officer role. Terms may be consecutive or non-consecutive and are for three years.

ARTICLE VI. INDEMNIFICATION

Section 6.1. Authority of Board of Directors. The Organization acting through its Board of Directors or as otherwise provided in these Bylaws, may exercise as fully as may be permitted from time to time by the statutes and decisional law of this State or by any other applicable rules or principles of law its power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, wherever brought, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, request of the Organization in such capacity for another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgment, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding.

Section 6.2. Standard for Indemnification. To the extent permitted by Minnesota Statutes, any person described in Section 6.1 shall be indemnified by the Organization if he or she has acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Organization, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. He or she must also not have received any improper personal benefit or engaged in self-dealing in violation of law, nor have been indemnified by another organization in connection with the same proceeding with respect to the same acts or omissions.

Section 6.3. Compliance with Statute.

In accordance with 2024 Minnesota Statutes, section 124.07 subdivision 3(e)-(f):

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

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

Section 6.4. No presumptions. The determination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Organization, and, with respect to any criminal action or proceeding, have reasonable cause to believe that such conduct was unlawful.

Section 6.5. Mandatory Indemnification. To the extent that any such person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in these Bylaws, or in defense of any claim, issue or matter within these Bylaws, such person shall be indemnified against expenses, including attorneys' fees actually and reasonably incurred by him in connection therewith.

Section 6.6. Determination. Any indemnification hereunder, unless ordered by a court, shall be made by the Organization upon a determination that indemnification of the Director, Member, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 6.2. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, by expressly provided for in these Bylaws. Nothing contained in these Bylaws shall affect any rights to indemnification to which corporate personnel other than Directors and officers may be entitled by contract or otherwise under law.

Section 6.7. Insurance. The Organization may purchase and maintain insurance on behalf of any person who is or was a Director, Member, officer, employee or agent of the Organization, or is or was serving at the request of the Organization as a Director, Member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by him or her in any such capacity; provided that no indemnification shall be made under any policy of insurance for any such act which could not be indemnified by the organization under these Bylaws.

Section 6.8. Notice of Indemnification. If, under these Bylaws, any expenses or other amounts are paid by way of indemnification, otherwise than by court order or action by the Directors, the Organization shall, in any annual financial statements, include a statement specifying the persons paid, the amounts paid, and the nature and status of the litigation or threatened litigation at the time of such payment.

Section 6.9. No Liability for Volunteers. Notwithstanding anything herein to the contrary, and in addition to the indemnification set forth above, except as provided below, no person who serves without compensation as a Director, officer, trustee, Member, employee or agent of the Organization shall be held civilly liable for an act or omission by that person if the act or omission was in good faith, was within the scope of the responsibilities as a Director, officer, trustee, Member, employee or agent, and did not constitute willful or reckless misconduct; provided that such limitation shall not apply to: A. An action or proceeding brought by the state attorney general for a breach of a fiduciary duty as a Director; B. A cause of action to the extent it is based on federal law; C. A cause of action based on the person's express contractual obligation; or D. A cause of action for physical injury to the person of another or for wrongful death which is personally and directly caused by the individual.

ARTICLE VII.
CERTIFICATES, DIVIDENDS AND SURPLUS

Section 7.1. No Certificates. No certificates of membership in the Organization shall be issued. Section 7.2. Dividends. The Board of Directors may not declare any dividends to any Member, Director or officer, or allow pecuniary gain to any Member or Director as such from the net profits or net assets of the Organization.

Section 7.3. Use of Surplus. Reserves. Subject to the provisions of the Articles of Incorporation and of these Bylaw, the Board of Directors in its discretion may use and apply any of the net profits or net assets of the Organization available for such purpose in purchasing or acquiring any of its bonds, debentures, notes, scrip or other securities or evidences of indebtedness, or from time to time may set aside from its net assets or net profits such sum as it, in its absolute discretion, may think proper as a reserve fund to meet contingencies, or for the purpose of maintaining or increasing the property or business of the Organization or for any other purpose it may think conducive to the best interests of the Organization.

ARTICLE VIII.
FINANCIAL AND PROPERTY MANAGEMENT

Section 8.1. Fiscal Year. The fiscal year of the Organization shall be the July 1 through June 30.

Section 8.2. Audit of Books and Accounts. The books and accounts of the Organization shall be audited at such times as may be ordered by the Board of Directors but shall be audited at the end of each Fiscal Year.

Section 8.3. Contracts. The Board of Directors or such officer or person to whom such power shall be delegated by the Board of Directors by resolution, except as otherwise provided in these Bylaws, may authorize any officer, agent or employee, either by name or by designation of their respective offices, positions or classes, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Organization, and such authority may be general or confined to specific instances, and unless so authorized, no office, agent or employee shall have any power or authority to bind the Organization by any contract or engagement, or to pledge its credit, or to render it liable pecuniarily for any purpose or in any amount.

Section 8.4. Checks. All checks, drafts or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Organization shall be signed by the Treasurer or such other officer or officers, agents or agents of the Organization and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 8.5. Deposits. All funds of the Organization not otherwise employed shall be deposited from time to time to the credit of the Organization in such banks, trust companies or other depositories as the Board of Directors may select in compliance with applicable law.

Section 8.6. Loans. No loans shall be contracted on behalf of the Organization, and no negotiable papers shall be issued in its name, unless and except as authorized by vote of the Board of Directors or by such officer, agent, employee or other person to whom such power shall be delegated by the Board of Directors by resolution.

ARTICLE IX. AMENDMENT OF BYLAWS

Section 9.1. Amendment of Bylaws. These Bylaws may be amended by the vote of four-fifths of all Members of the Board of Directors.

ARTICLE X. BYLAWS STRUCTURE

Section 10.1. Amendment Process for Bylaws Structure.

Any amendment to the structure of these Bylaws, including but not limited to Board composition, officer roles, term limits, or voting thresholds, must be approved by a majority vote of the entire Board of Directors at a duly called meeting. Proposed amendments must be submitted in writing to all Board members no fewer than ten (10) days in advance of the meeting.

Section 10.2. Board Composition and Majority Rule.

The Board of Directors shall be structured such that no single category of membership (e.g., staff, parents, or community members) holds a clear majority. At all times, the Board must maintain a balanced representation to ensure diverse and equitable governance aligned with Minnesota charter school requirements.

Adopted: February 3, 2018

Revised: June 27, 2024

Revised: June 29, 2025

Revised: June 14, 2026

Signed by Board Chair:



Signature

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.