

## SCHOOL AUTHORIZER CONTRACT

between  
Novation Education Opportunities  
3432 Denmark Avenue Suite #130 Eagan, MN 55123  
Hmong College Prep Academy  
1515 Brewster St., St. Paul, MN 55108

This Agreement is between the Novation Education Opportunities and Hmong College Prep Academy.

### SECTION 1. TERMS OF AGREEMENT.

- 1.1 Effective date: July 1, 2025
- 1.2 Expiration date: June 30, 2030
- 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 1<sup>st</sup> of each School year. The Authorizer may review and comment on the educational improvement plan. The School will provide the Authorizer with the Education Commissioner's review and comment, if any is received.

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

### **4.1. Legal Structure**

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

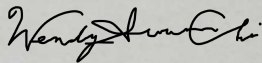
- 10.5. The School may not use the Authorizer's name or any assumed name, trademark, division or affiliation of the Authorizer in any of the School's promotional advertising, contracts, or other materials without the Authorizer's prior written consent, except that the School may include the following 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

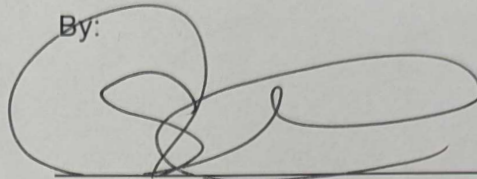
Title

June 27, 2025

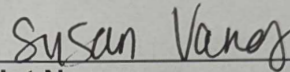
Date

**Hmong College Prep Academy**

By:



Signature



Print Name

HCPA Board Chair

Title

**REVISION (If Applicable)**

**Novation Education Opportunities**

By:

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

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

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

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

**Hmong College Prep 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 Hmong College Prep 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**

Hmong College Prep Academy is also designed to meet additional purpose for which the charter school law was created:

- 1) Increase quality learning opportunities for all pupils.
- 2) Measure learning outcomes and create different and innovative forms of measuring outcomes.
- 3) Create new professional opportunities for teachers.

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

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

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

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

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

The HCPA Way

HCPA has developed and implemented The HCPA Way, a program comprised of coaching, mentoring and professional learning communities for teachers, reinforcing respect and positive student behavior, and a K to 12 grade focus on college.

Mission, Vision and Core Values

Hmong College Prep Academy's mission is to provide the best integrated, challenging, and well-rounded educational experience to students in grades K-12.

HCPA will accomplish its mission at all grade levels by adhering to its core values:

- The Warrior Way
- Strong Relationships and Connections
- Commitment to Excellence
- College and Career Readiness
- Global Perspective

HCPA graduates will be rich in experiences, culture, knowledge, pride and ready for the challenges of college and beyond.

The Warrior Way

Warriors at Hmong College Prep Academy embody a growth mindset that fosters the development of discovery and perseverance throughout their lives. Warriors follow the Warrior Code to demonstrate how they Respect Self, Respect Others, and Respect their Community.

Strong Relationships and Connections

Hmong College Prep Academy provides a safe learning environment where relationships are fostered to build connections based on mutual trust between students, staff, and the community.

Commitment to Excellence

Through a student-centered mindset, Hmong College Prep Academy welcomes challenging opportunities that promote investigation, hands on learning, and independence to grow a community of learners.

### College and Career Readiness

Hmong College Prep Academy Warriors consistently engage with college and career exploration that focuses on the social and emotional development of the whole child. The moral development and academic rigor of the college and career focus prepares the Warriors to look beyond the K-12 environment.

### Global Perspective

Warriors embark on a mission to discover the world around them. Through curiosity and exploration Warriors become aware of the global impact of their decisions, taking on new information with an open and engaged mind, instilling lifelong learning.

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

| <b>Novation Education Opportunities- Great River School Performance Framework</b> |  |
|---|--|
| <b>Great River School</b>   |  |
| <b>Date of Last Update/Review:</b>  |  |
| <b>Contract Term: July 1, 2025 - June 30, 2030</b>                                |  |
| <b>Baseline Year Results: 2020-2025</b>   |  |
| <b>Charter Number: 4105</b>   |  |
| <b>Initial Year of Operation: 2004</b>  |  |
| <b>Grades Served: 1-12</b>  |  |

|  |  |                                    |                              |   |   |
|--|--|------------------------------------|------------------------------|---|---|
| These are the Academic Performance Indicators. They are 58.49% of the points possible.     |  |                                    |                              |   |   |
| II. All Students are Ready for Career and College (As Measured by Grade Level Proficiency) |  |                                    |                              |   |   |
| II.A Attain Grade-level Proficiency- All Students State Comparison                         |  |                                    |                              |   |   |
| <b>Performance Rating</b>  | <b>MCA-Math Goals (Grades 3-8, 11)</b>   |                                    |                              | <b>Point Value</b>                                | <b>Points Earned</b>                                |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the state average.  |                                    |                              | <b>2</b>  |   |
| <b>Satisfactory</b>  | The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by at least 10 percentage points. |                                    |                              | <b>1</b>  |   |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.   |                                    |                              | <b>0</b>  |   |
| <b>Results</b>   | <b>Year</b>  | <b>Students Scoring Proficient</b> | <b>Total Students Tested</b> | <b>GRS Percent of Students Scoring Proficient</b> | <b>State Percent of Students Scoring Proficient</b> |
|  | Baseline 2020-2024   | 496                                | 1359                         | 36.50%  |   |
|  | 2024-2025  |                                    |                              |   |   |
|  | 2025-2026  |                                    |                              |   |   |
|  | 2026-2027  |                                    |                              |   |   |
|  | 2027-2028  |                                    |                              |   |   |
|  | 2028-2029  |                                    |                              |   |   |
|  | 2024-2029  |                                    |                              |   |   |
| <b>Analysis</b>  |  |                                    |                              |   |   |
|  |  |                                    |                              |   |   |
| <b>Performance Rating</b>  | <b>MCA-Reading Goals (Grades 3-8, 10)</b>  |                                    |                              | <b>Point Value</b>                                | <b>Points Earned</b>                                |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the state average.  |                                    |                              | <b>2</b>  |   |
| <b>Satisfactory</b>  | The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by at least 10 percentage points. |                                    |                              | <b>1</b>  |   |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.   |                                    |                              | <b>0</b>  |   |
| <b>Results</b>   | <b>Year</b>  | <b>Students Scoring Proficient</b> | <b>Total Students Tested</b> | <b>GRS Percent of Students Scoring Proficient</b> | <b>State Percent of Students Scoring Proficient</b> |
|  | Baseline 2020-2024   | 940                                | 1397                         | 67.29%  |   |
|  | 2024-2025  |                                    |                              |   |   |
|  | 2025-2026  |                                    |                              |   |   |
|  | 2026-2027  |                                    |                              |   |   |
|  | 2027-2028  |                                    |                              |   |   |
|  | 2028-2029  |                                    |                              |   |   |
|  | 2024-2029  |                                    |                              |   |   |
| <b>Analysis</b>  |  |                                    |                              |   |   |
|  |  |                                    |                              |   |   |

| II.B Attain Grade-level Proficiency- All Students Resident District (St Paul) Comparison |   |                             |                       |  |  |
|--|---|-----------------------------|-----------------------|--|--|
| Performance Rating   | MCA-Math Goals (Grades 3-8, 11)   |                             |                       | Point Value                                | Points Earned                                  |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the resident district average.     |                             |                       | 2  |  |
| <b>Satisfactory</b>  | The school's combined proficiency rate exceeds the resident district average by up to 10 percentage points. |                             |                       | 1  |  |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the resident district average.                                |                             |                       | 0  |  |
| Results  | Year  | Students Scoring Proficient | Total Students Tested | GRS Percent of Students Scoring Proficient | St Paul Percent of Students Scoring Proficient |
|  | 2024-2025   |                             |                       |  |  |
|  | 2025-2026   |                             |                       |  |  |
|  | 2026-2027   |                             |                       |  |  |
|  | 2027-2028   |                             |                       |  |  |
|  | 2028-2029   |                             |                       |  |  |
|  | 2024-2029   |                             |                       |  |  |
| Analysis   |   |                             |                       |  |  |
| Performance Rating   | MCA-Reading Goals (Grades 3-8, 10)  |                             |                       | Point Value                                | Points Earned                                  |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the resident district average.     |                             |                       | 2  |  |
| <b>Satisfactory</b>  | The school's combined proficiency rate exceeds the resident district average by up to 10 percentage points. |                             |                       | 1  |  |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the resident district average.                                |                             |                       | 0  |  |
| Results  | Year  | Students Scoring Proficient | Total Students Tested | GRS Percent of Students Scoring Proficient | St Paul Percent of Students Scoring Proficient |
|  | 2024-2025   |                             |                       |  |  |
|  | 2025-2026   |                             |                       |  |  |
|  | 2026-2027   |                             |                       |  |  |
|  | 2027-2028   |                             |                       |  |  |
|  | 2028-2029   |                             |                       |  |  |
|  | 2024-2029   |                             |                       |  |  |
| 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, 11)  |                             |                       | Point Value                                | Points Earned                                |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the state average.  |                             |                       | 2  |  |
| <b>Satisfactory</b>  | The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by at least 10 percentage points. |                             |                       | 1  |  |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.   |                             |                       | 0  |  |
| Results  | Year   | Students Scoring Proficient | Total Students Tested | GRS Percent of Students Scoring Proficient | State Percent of Students Scoring Proficient |
|  | Baseline 2020-2024   | 73                          | 236                   | 30.93%                                     |  |
|  | 2024-2025  |                             |                       |  |  |
|  | 2025-2026  |                             |                       |  |  |
|  | 2026-2027  |                             |                       |  |  |
|  | 2027-2028  |                             |                       |  |  |
|  | 2028-2029  |                             |                       |  |  |
|  | 2024-2029  |                             |                       |  |  |
| Analysis   |  |                             |                       |  |  |
| Performance Rating   | MCA-Reading Goals (Grades 3-8, 10)   |                             |                       | Point Value                                | Points Earned                                |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the state average.  |                             |                       | 2  |  |
| <b>Satisfactory</b>  | The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by at least 10 percentage points. |                             |                       | 1  |  |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.   |                             |                       | 0  |  |
| Results  | Year   | Students Scoring Proficient | Total Students Tested | GRS Percent of Students Scoring Proficient | State Percent of Students Scoring Proficient |
|  | Baseline 2020-2024   | 146                         | 245                   | 59.59%                                     |  |
|  | 2024-2025  |                             |                       |  |  |
|  | 2025-2026  |                             |                       |  |  |
|  | 2026-2027  |                             |                       |  |  |
|  | 2027-2028  |                             |                       |  |  |
|  | 2028-2029  |                             |                       |  |  |
|  | 2024-2029  |                             |                       |  |  |
| Analysis   |  |                             |                       |  |  |

| III.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison |   |                             |                       |  |  |
|--|---|-----------------------------|-----------------------|--|--|
| Performance Rating   | MCA-Math Goals (Grades 3-8, 11)   |                             |                       | Point Value                                | Points Earned                                  |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the resident district average.     |                             |                       | 2  |  |
| <b>Satisfactory</b>  | The school's combined proficiency rate exceeds the resident district average by up to 10 percentage points. |                             |                       | 1  |  |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the resident district average.                                |                             |                       | 0  |  |
| Results  | Year  | Students Scoring Proficient | Total Students Tested | GRS Percent of Students Scoring Proficient | St Paul Percent of Students Scoring Proficient |
|  | 2024-2025   |                             |                       |  |  |
|  | 2025-2026   |                             |                       |  |  |
|  | 2026-2027   |                             |                       |  |  |
|  | 2027-2028   |                             |                       |  |  |
|  | 2028-2029   |                             |                       |  |  |
|  | 2024-2029   |                             |                       |  |  |
| Analysis   |   |                             |                       |  |  |
| Performance Rating   | MCA-Reading Goals (Grades 3-8, 10)  |                             |                       | Point Value                                | Points Earned                                  |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the resident district average.     |                             |                       | 2  |  |
| <b>Satisfactory</b>  | The school's combined proficiency rate exceeds the resident district average by up to 10 percentage points. |                             |                       | 1  |  |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the resident district average.                                |                             |                       | 0  |  |
| Results  | Year  | Students Scoring Proficient | Total Students Tested | GRS Percent of Students Scoring Proficient | St Paul Percent of Students Scoring Proficient |
|  | 2024-2025   |                             |                       |  |  |
|  | 2025-2026   |                             |                       |  |  |
|  | 2026-2027   |                             |                       |  |  |
|  | 2027-2028   |                             |                       |  |  |
|  | 2028-2029   |                             |                       |  |  |
|  | 2024-2029   |                             |                       |  |  |
| Analysis   |   |                             |                       |  |  |

| III.C Attain Grade-level Proficiency- SPED Focus Group State Comparison |  |                             |                       |  |  |
|---|--|-----------------------------|-----------------------|--|--|
| Performance Rating  | MCA-Math Goals (Grades 3-8, 11)  |                             |                       | Point Value                                | Points Earned                                |
| Exemplary   | The school's proficiency rate is greater than 10 percentage points above the state average.  |                             |                       | 2  |  |
| Satisfactory  | The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by at least 10 percentage points. |                             |                       | 1  |  |
| Not Satisfactory  | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.   |                             |                       | 0  |  |
| Results   | Year   | Students Scoring Proficient | Total Students Tested | GRS Percent of Students Scoring Proficient | State Percent of Students Scoring Proficient |
|   | Baseline 2020-2024   | 44                          | 219                   | 20.09%                                     |  |
|   | 2024-2025  |                             |                       |  |  |
|   | 2025-2026  |                             |                       |  |  |
|   | 2026-2027  |                             |                       |  |  |
|   | 2027-2028  |                             |                       |  |  |
|   | 2028-2029  |                             |                       |  |  |
|   | 2024-2029  |                             |                       |  |  |
| Analysis  |  |                             |                       |  |  |
|   |  |                             |                       |  |  |
| Performance Rating  | MCA-Reading Goals (Grades 3-8, 10)   |                             |                       | Point Value                                | Points Earned                                |
| Exemplary   | The school's proficiency rate is greater than 10 percentage points above the state average.  |                             |                       | 2  |  |
| Satisfactory  | The school's combined proficiency rate exceeds the state combined proficiency rate AND/OR the school improves its proficiency rate from the baseline years by at least 10 percentage points. |                             |                       | 1  |  |
| Not Satisfactory  | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.   |                             |                       | 0  |  |
| Results   | Year   | Students Scoring Proficient | Total Students Tested | GRS Percent of Students Scoring Proficient | State Percent of Students Scoring Proficient |
|   | Baseline 2020-2024   | 92                          | 233                   | 39.48%                                     |  |
|   | 2024-2025  |                             |                       |  |  |
|   | 2025-2026  |                             |                       |  |  |
|   | 2026-2027  |                             |                       |  |  |
|   | 2027-2028  |                             |                       |  |  |
|   | 2028-2029  |                             |                       |  |  |
|   | 2024-2029  |                             |                       |  |  |
| Analysis  |  |                             |                       |  |  |
|   |  |                             |                       |  |  |

| III.D Attain Grade-level Proficiency- SPED Focus Group Resident District Comparison |   |                             |                       |  |  |
|---|---|-----------------------------|-----------------------|--|--|
| Performance Rating  | MCA-Math Goals (Grades 3-8, 11)   |                             |                       | Point Value                                | Points Earned                                  |
| <b>Exemplary</b>  | The school's proficiency rate is greater than 10 percentage points above the resident district average.     |                             |                       | 2  |  |
| <b>Satisfactory</b>   | The school's combined proficiency rate exceeds the resident district average by up to 10 percentage points. |                             |                       | 1  |  |
| <b>Not Satisfactory</b>   | The school's proficiency rate does not exceed the resident district average.                                |                             |                       | 0  |  |
| Results   | Year  | Students Scoring Proficient | Total Students Tested | GRS Percent of Students Scoring Proficient | St Paul Percent of Students Scoring Proficient |
|   | 2024-2025   |                             |                       |  |  |
|   | 2025-2026   |                             |                       |  |  |
|   | 2026-2027   |                             |                       |  |  |
|   | 2027-2028   |                             |                       |  |  |
|   | 2028-2029   |                             |                       |  |  |
|   | 2024-2029   |                             |                       |  |  |
| Analysis  |   |                             |                       |  |  |
| Performance Rating  | MCA-Reading Goals (Grades 3-8, 10)  |                             |                       | Point Value                                | Points Earned                                  |
| <b>Exemplary</b>  | The school's proficiency rate is greater than 10 percentage points above the resident district average.     |                             |                       | 2  |  |
| <b>Satisfactory</b>   | The school's combined proficiency rate exceeds the resident district average by up to 10 percentage points. |                             |                       | 1  |  |
| <b>Not Satisfactory</b>   | The school's proficiency rate does not exceed the resident district average.                                |                             |                       | 0  |  |
| Results   | Year  | Students Scoring Proficient | Total Students Tested | GRS Percent of Students Scoring Proficient | St Paul Percent of Students Scoring Proficient |
|   | 2024-2025   |                             |                       |  |  |
|   | 2025-2026   |                             |                       |  |  |
|   | 2026-2027   |                             |                       |  |  |
|   | 2027-2028   |                             |                       |  |  |
|   | 2028-2029   |                             |                       |  |  |
|   | 2024-2029   |                             |                       |  |  |
| Analysis  |   |                             |                       |  |  |

| IV. All Students are Ready for Career and College (as Measured by Growth)                |   |                                       |                                 |  |  |
|--|---|---------------------------------------|---------------------------------|--|--|
| IV.A Meet or Exceed National Growth Norms- Students Below Grade Level Making High Growth |   |                                       |                                 |  |  |
| Performance Rating   | MCA- Math Goals (Grades 4-8, 11)  |                                       |                                 | Point Value                                | Points Earned                                |
| <b>Exemplary</b>   | The percent of students below grade level that make high growth exceeds the state average by more than 10 percentage points.                        |                                       |                                 | 4  |  |
| <b>Satisfactory</b>  | The school's combined percent of students below grade level that make high growth meets or exceeds the state average by up to 10 percentage points. |                                       |                                 | 2  |  |
| <b>Not Satisfactory</b>  | The percent of students below grade level that make high growth does not exceed the state average.  |                                       |                                 | 0  |  |
| Results  | Year  | Number of Students Making High Growth | Total Number of Students Tested | GRS Percent of Students Making High Growth | State Percent of Students Making High Growth |
|  | 2024-2025   |                                       |                                 |  |  |
|  | 2025-2026   |                                       |                                 |  |  |
|  | 2026-2027   |                                       |                                 |  |  |
|  | 2027-2028   |                                       |                                 |  |  |
|  | 2028-2029   |                                       |                                 |  |  |
|  | 2024-2029   |                                       |                                 |  |  |
|  |   |                                       |                                 |  |  |
| Analysis   |   |                                       |                                 |  |  |
| Performance Rating   | MCA-Reading Goals (Grades 4-8, 10)  |                                       |                                 | Point Value                                | Points Earned                                |
| <b>Exemplary</b>   | The percent of students below grade level that make high growth exceeds the state average by more than 10 percentage points.                        |                                       |                                 | 4  |  |
| <b>Satisfactory</b>  | The school's combined percent of students below grade level that make high growth meets or exceeds the state average by up to 10 percentage points. |                                       |                                 | 2  |  |
| <b>Not Satisfactory</b>  | The percent of students below grade level that make high growth does not exceed the state average.  |                                       |                                 | 0  |  |
| Results  | Year  | Number of Students Making High Growth | Total Number of Students Tested | GRS Percent of Students Making High Growth | State Percent of Students Making High Growth |
|  | 2024-2025   |                                       |                                 |  |  |
|  | 2025-2026   |                                       |                                 |  |  |
|  | 2026-2027   |                                       |                                 |  |  |
|  | 2027-2028   |                                       |                                 |  |  |
|  | 2028-2029   |                                       |                                 |  |  |
|  | 2024-2029   |                                       |                                 |  |  |
|  |   |                                       |                                 |  |  |
| Analysis   |   |                                       |                                 |  |  |

| IV.B Meet or Exceed National Growth Norms- Students at or Above Grade Level Making Medium or High Growth |   |  |  |   |   |
|--|---|--|--|---|---|
| Performance Rating   | MCA- Math Goals (Grades 4-8, 11)  |  |  | Point Value   | Points Earned   |
| <b>Exemplary</b>   | The percent of students at or above grade level that make medium or high growth exceeds the state average by more than 10 percentage points.                        |  |  | 4   |   |
| <b>Satisfactory</b>  | The school's combined percent of students at or above grade level that make medium or high growth meets or exceeds the state average by up to 10 percentage points. |  |  | 2   |   |
| <b>Not Satisfactory</b>  | The percent of students at or above grade level that make medium or high growth does not exceed the state average.  |  |  | 0   |   |
| <b>Results</b>   | <b>Year</b>   | <b>Number of Students Making Medium or High Growth</b> | <b>Total Number of Students Tested</b> | <b>GRS Percent of Students Making Medium or High Growth</b> | <b>State Percent of Students Making Medium or High Growth</b> |
|  | 2024-2025   |  |  |   |   |
|  | 2025-2026   |  |  |   |   |
|  | 2026-2027   |  |  |   |   |
|  | 2027-2028   |  |  |   |   |
|  | 2028-2029   |  |  |   |   |
|  | 2024-2029   |  |  |   |   |
| <b>Analysis</b>  |   |  |  |   |   |
| Performance Rating   | MCA-Reading Goals (Grades 4-8, 10)  |  |  | Point Value   | Points Earned   |
| <b>Exemplary</b>   | The percent of students at or above grade level that make medium or high growth exceeds the state average by more than 10 percentage points.                        |  |  | 4   |   |
| <b>Satisfactory</b>  | The school's combined percent of students at or above grade level that make medium or high growth meets or exceeds the state average by up to 10 percentage points. |  |  | 2   |   |
| <b>Not Satisfactory</b>  | The percent of students at or above grade level that make medium or high growth does not exceed the state average.  |  |  | 0   |   |
| <b>Results</b>   | <b>Year</b>   | <b>Number of Students Making Medium or High Growth</b> | <b>Total Number of Students Tested</b> | <b>GRS Percent of Students Making Medium or High Growth</b> | <b>State Percent of Students Making Medium or High Growth</b> |
|  | 2024-2025   |  |  |   |   |
|  | 2025-2026   |  |  |   |   |
|  | 2026-2027   |  |  |   |   |
|  | 2027-2028   |  |  |   |   |
|  | 2028-2029   |  |  |   |   |
|  | 2024-2029   |  |  |   |   |
| <b>Analysis</b>  |   |  |  |   |   |

| IV.C Students Maintaining or Improving Achievement Levels as Compared to the State |   |   |                                 |  |  |
|--|---|---|---------------------------------|--|--|
| Performance Rating   | MCA- Math Goals (Grades 4-8, 11)  |   |                                 | Point Value  | Points Earned  |
| <b>Exemplary</b>   | The percent of students who maintained or improved their achievement level exceeds the state average by more than 10 percentage points.               |   |                                 | 4  |  |
| <b>Satisfactory</b>  | The school's combined percent of students who maintained or improved their achievement level exceeds the state average by up to 10 percentage points. |   |                                 | 2  |  |
| <b>Not Satisfactory</b>  | The percent of students who maintained or improved their achievement level does not exceed the state average.   |   |                                 | 0  |  |
| Results  | Year  | Number of Students Maintaining or Improving their Achievement Level | Total Number of Students Tested | GRS Percent of Students Maintaining or Improving their Achievement Level | State Percent of Students Maintaining or Improving their Achievement Level |
|  | 2024-2025   |   |                                 |  |  |
|  | 2025-2026   |   |                                 |  |  |
|  | 2026-2027   |   |                                 |  |  |
|  | 2027-2028   |   |                                 |  |  |
|  | 2028-2029   |   |                                 |  |  |
|  | 2024-2029   |   |                                 |  |  |
| Analysis   |   |   |                                 |  |  |
| Performance Rating   | MCA-Reading Goals (Grades 4-8, 10)  |   |                                 | Point Value  | Points Earned  |
| <b>Exemplary</b>   | The percent of students who maintained or improved their achievement level exceeds the state average by more than 10 percentage points.               |   |                                 | 4  |  |
| <b>Satisfactory</b>  | The school's combined percent of students who maintained or improved their achievement level exceeds the state average by up to 10 percentage points. |   |                                 | 2  |  |
| <b>Not Satisfactory</b>  | The percent of students who maintained or improved their achievement level does not exceed the state average.   |   |                                 | 0  |  |
| Results  | Year  | Number of Students Maintaining or Improving their Achievement Level | Total Number of Students Tested | GRS Percent of Students Maintaining or Improving their Achievement Level | State Percent of Students Maintaining or Improving their Achievement Level |
|  | 2024-2025   |   |                                 |  |  |
|  | 2025-2026   |   |                                 |  |  |
|  | 2026-2027   |   |                                 |  |  |
|  | 2027-2028   |   |                                 |  |  |
|  | 2028-2029   |   |                                 |  |  |
|  | 2024-2029   |   |                                 |  |  |
| Analysis   |   |   |                                 |  |  |

| IV.D Students Maintaining or Improving Achievement Levels as Compared to the Resident District |   |   |                                 |  |  |
|--|---|---|---------------------------------|--|--|
| Performance Rating   | MCA- Math Goals (Grades 4-8, 11)  |   |                                 | Point Value  | Points Earned  |
| <b>Exemplary</b>   | The percent of students who maintained or improved their achievement level exceeds the resident district average by more than 10 percentage points.               |   |                                 | 4  |  |
| <b>Satisfactory</b>  | The school's combined percent of students who maintained or improved their achievement level exceeds the resident district average by up to 10 percentage points. |   |                                 | 2  |  |
| <b>Not Satisfactory</b>  | The percent of students who maintained or improved their achievement level does not exceed the resident district average.   |   |                                 | 0  |  |
| Results  | Year  | Number of Students Maintaining or Improving their Achievement Level | Total Number of Students Tested | GRS Percent of Students Maintaining or Improving their Achievement Level | Resident District Percent of Students Maintaining or Improving their Achievement Level |
|  | 2024-2025   |   |                                 |  |  |
|  | 2025-2026   |   |                                 |  |  |
|  | 2026-2027   |   |                                 |  |  |
|  | 2027-2028   |   |                                 |  |  |
|  | 2028-2029   |   |                                 |  |  |
|  | 2024-2029   |   |                                 |  |  |
| Analysis   |   |   |                                 |  |  |
| Performance Rating   | MCA-Reading Goals (Grades 4-8, 10)  |   |                                 | Point Value  | Points Earned  |
| <b>Exemplary</b>   | The percent of students who maintained or improved their achievement level exceeds the resident district average by more than 10 percentage points.               |   |                                 | 4  |  |
| <b>Satisfactory</b>  | The school's combined percent of students who maintained or improved their achievement level exceeds the resident district average by up to 10 percentage points. |   |                                 | 2  |  |
| <b>Not Satisfactory</b>  | The percent of students who maintained or improved their achievement level does not exceed the resident district average.   |   |                                 | 0  |  |
| Results  | Year  | Number of Students Maintaining or Improving their Achievement Level | Total Number of Students Tested | GRS Percent of Students Maintaining or Improving their Achievement Level | Resident District Percent of Students Maintaining or Improving their Achievement Level |
|  | 2024-2025   |   |                                 |  |  |
|  | 2025-2026   |   |                                 |  |  |
|  | 2026-2027   |   |                                 |  |  |
|  | 2027-2028   |   |                                 |  |  |
|  | 2028-2029   |   |                                 |  |  |
|  | 2024-2029   |   |                                 |  |  |
| Analysis   |   |   |                                 |  |  |



| V. All Students Graduate From High School |  |  |   |  |               |
|---|--|--|---|--|---------------|
| V.A Attain College Readiness Benchmarks   |  |  |   |  |               |
| Performance Rating                        | IB Curriculum Successful Completion Goals (Grades 11-12)   |  |   | Point Value  | Points Earned |
| <b>Exemplary</b>                          | More than 85 percent of graduating students earn 11th & 12th grade core HS credits through completion of IB college-level certified curriculum AND PSEO. |  |   | 2  |               |
| <b>Satisfactory</b>                       | 70-85 percent of graduating students earn 11th & 12th grade core HS credits through completion of IB college-level certified curriculum.                 |  |   | 1  |               |
| <b>Not Satisfactory</b>                   | Less than 70 percent of graduating students earn 11th & 12th grade core HS credits through completion of IB college-level certified curriculum.          |  |   | 0  |               |
| Results                                   | Year   | Number of Students Earning IB Credits in 11th and 12th Grades and PSEO | All Students Participating in IB Program and PSEO | Percent of Graduating Students Earning IB Credits and PSEO |               |
|   | 2024-2025  |  |   |  |               |
|   | 2025-2026  |  |   |  |               |
|   | 2026-2027  |  |   |  |               |
|   | 2027-2028  |  |   |  |               |
|   | 2028-2029  |  |   |  |               |
|   | 2024-2029  |  |   |  |               |
| Analysis                                  |  |  |   |  |               |
| Performance Rating                        | College Acceptance Rate and Planning Goals (Grade 12)  |  |   | Point Value  | Points Earned |
| <b>Exemplary</b>                          | More than 75 percent of students applied to and were accepted to a 2-4 year college.   |  |   | 2  |               |
| <b>Satisfactory</b>                       | 60-75 percent of students applied to and were accepted to a 2-4 year college.  |  |   | 1  |               |
| <b>Not Satisfactory</b>                   | Less than 60 percent of students applied to and were accepted to a 2-4 year college.   |  |   | 0  |               |
| Results                                   | Year   | Number of Seniors Applying and were Accepted into College              | Total Number of Students Graduating               | Percent of Students Accepted Into College                  |               |
|   | 2024-2025  |  |   |  |               |
|   | 2025-2026  |  |   |  |               |
|   | 2026-2027  |  |   |  |               |
|   | 2027-2028  |  |   |  |               |
|   | 2028-2029  |  |   |  |               |
|   | 2024-2029  |  |   |  |               |
| Analysis                                  |  |  |   |  |               |

| Performance Rating      | Completion of Creativity, Activity & Service Program (an IB verified standard program) Goals (Grades 11-12) |   |   | Point Value  | Points Earned |
|-------------------------|---|---|---|--|---------------|
| <b>Exemplary</b>        | More than 90 percent of students in 11th & 12th grade meet or exceed all CAS standards.                     |   |   | 2  |               |
| <b>Satisfactory</b>     | 80-90 percent of students in 11th & 12th grade meet or exceed all CAS standards.                            |   |   | 1  |               |
| <b>Not Satisfactory</b> | Fewer than 80 percent of students in 11th & 12th grade meet or exceed all CAS standards.                    |   |   | 0  |               |
| <b>Results</b>          | <b>Year</b>   | <b>Number of Students in 11th and 12th Grade Meeting or Exceeding all CAS Standards</b> | <b>Total Number of 11th and 12th Grade Students</b> | <b>Percent of Students Meeting all CAS Standards</b> |               |
|                         | 2024-2025   |   |   |  |               |
|                         | 2025-2026   |   |   |  |               |
|                         | 2026-2027   |   |   |  |               |
|                         | 2027-2028   |   |   |  |               |
|                         | 2028-2029   |   |   |  |               |
|                         | 2024-2029   |   |   |  |               |
| <b>Analysis</b>         |   |   |   |  |               |

These are the Climate Performance Indicators. They are 5.66% of the points possible.

## VI. The School Conditions Promote a Climate of Engagement

### VI.A Attendance Rates

| Performance Rating      | Consistent Attendance Rate Goals (Grades 1-12) | Point Value            | Points Earned |
|-------------------------|--|------------------------|---------------|
| <b>Exemplary</b>        | More than 95 percent attendance rate.          | 2                      |               |
| <b>Satisfactory</b>     | 90-95 percent attendance rate.                 | 1                      |               |
| <b>Not Satisfactory</b> | Below 90 percent attendance rate.              | 0                      |               |
| <b>Results</b>          | <b>Year</b>                                    | <b>Attendance Rate</b> |               |
|                         | 2022-2023                                      |                        |               |
|                         | 2023-2024                                      |                        |               |
|                         | 2024-2025                                      |                        |               |
|                         | 2025-2026                                      |                        |               |
|                         | 2026-2027                                      |                        |               |
|                         | 2022-2027                                      |                        |               |
| <b>Analysis</b>         |  |                        |               |

### VI.B Parent Satisfaction

| Performance Rating      | 5-Point Parent Satisfaction Survey Goals   |   |   | Point Value                               | Points Earned                                      |
|-------------------------|--|---|---|---|--|
| <b>Exemplary</b>        | More than 80 percent of parents agree (4) or strongly agree (5) that they would enthusiastically recommend GRS to a close relative or friend as a place to send their child. |   |   | 2   |  |
| <b>Satisfactory</b>     | 60-80 percent of parents agree (4) or strongly agree (5) that they would enthusiastically recommend GRS to a close relative or friend as a place to send their child.        |   |   | 1   |  |
| <b>Not Satisfactory</b> | Less than 60 percent of parents agree (4) or strongly agree (5) that they would enthusiastically recommend GRS to a close relative or friend as a place to send their child. |   |   | 0   |  |
| <b>Results</b>          | <b>Year</b>  | <b>Number of Parents Who Agree or Strongly Agree They Would Recommend GRS</b> | <b>Total Number of Parents Surveyed</b> | <b>Parent Satisfaction Survey Percent</b> | <b>Percent Participation of Parent Respondents</b> |
|                         | 2024-2025  |   |   |   |  |
|                         | 2025-2026  |   |   |   |  |
|                         | 2026-2027  |   |   |   |  |
|                         | 2027-2028  |   |   |   |  |
|                         | 2028-2029  |   |   |   |  |
|                         | 2024-2029  |   |   |   |  |
| <b>Analysis</b>         |  |   |   |   |  |

| VI.C Mobility           |   |   |                                      |                  |               |
|-------------------------|---|---|--------------------------------------|------------------|---------------|
| Performance Rating      | Mobility Goals (Grades 1-12)  |   |                                      | Point Value      | Points Earned |
| <b>Exemplary</b>        | Fewer than 10 percent of students transfer out of school after October 1. |   |                                      | <b>2</b>         |               |
| <b>Satisfactory</b>     | 10 - 15 percent of students transfer out of school after October 1.       |   |                                      | <b>1</b>         |               |
| <b>Not Satisfactory</b> | More than 15 percent of students transfer out of school after October 1.  |   |                                      | <b>0</b>         |               |
| Results                 | Year  | Number of Students Transferring Out After October 1st | Total Number of Students October 1st | Mobility Percent |               |
|                         | 2024-2025   |   |                                      |                  |               |
|                         | 2025-2026   |   |                                      |                  |               |
|                         | 2026-2027   |   |                                      |                  |               |
|                         | 2027-2028   |   |                                      |                  |               |
|                         | 2028-2029   |   |                                      |                  |               |
|                         | 2024-2029   |   |                                      |                  |               |
| Analysis                |   |   |                                      |                  |               |

|  |   |              |                 |             |               |
|--|---|--------------|-----------------|-------------|---------------|
| These are the Operations Performance Indicators. They are 18.87% of the total Performance Framework points possible. |   |              |                 |             |               |
| VII. School is Compliant with Contract and Statute   |   |              |                 |             |               |
| VII.A Compliance   |   |              |                 |             |               |
| Performance Rating   | Compliance Goals  |              |                 | Point Value | Points Earned |
| Exemplary  | No infractions.   |              |                 | 20          |               |
| Satisfactory   | No more than three infractions AND any infraction is resolved by assigned deadline in the combined. |              |                 | 10          |               |
| Not Satisfactory   | More than three infractions or infractions not resolved by assigned deadline.                       |              |                 | 0           |               |
| Analysis   |   |              |                 |             |               |
| These are the Finance Performance Indicators. They are 16.98% of the total Performance Framework points.             |   |              |                 |             |               |
| VIII. School is Financially Solvent/Sustainable  |   |              |                 |             |               |
| VIII.A Finance Awards  |   |              |                 |             |               |
| Performance Rating   | Goals for Awards  |              |                 | Point Value | Points Earned |
| Exemplary  | NEO Stewardship Award in Finance Recipient.   |              |                 | 4           |               |
| Satisfactory   | Finance Award Recipient.  |              |                 | 2           |               |
| Not Satisfactory   | Not a Finance Award Recipient.  |              |                 | 0           |               |
| Analysis   |   |              |                 |             |               |
| VIII.B Fund Balance  |   |              |                 |             |               |
| Performance Rating   | Fund Balance Goals  |              |                 | Point Value | Points Earned |
| Exemplary  | Reserve is at least 20% as measured by end of year reserves.  |              |                 | 10          |               |
| Satisfactory   | Reserve is enough to cover one full payroll as measured by end of year reserves.                    |              |                 | 5           |               |
| Not Satisfactory   | Reserve is less than one full payroll as measured by end of year reserves.                          |              |                 | 0           |               |
| Results  | Fund Balance  | Expenditures | SOD Calculation |             |               |
|  |   |              |                 |             |               |
| Analysis   |   |              |                 |             |               |
| VIII.C Financial Audit   |   |              |                 |             |               |
| Performance Rating   | Financial Audit Goals   |              |                 | Point Value | Points Earned |
| Exemplary  | No findings cited in the audit.   |              |                 | 4           |               |
| Satisfactory   | No more than one finding (nonmaterial) cited in the audit.  |              |                 | 2           |               |
| Not Satisfactory   | More than one finding cited in the audit.   |              |                 | 0           |               |
| Analysis   |   |              |                 |             |               |

| Contract Renewal and Intervention  |  |  |        |  |  |
|--|--|--|--------|--|--|
| NEO schools must achieve at least a Satisfactory Rating (50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Compliance, Finance) to be automatically recommended for a three-year contract renewal. |  |  |        |  |  |
| NEO schools must achieve at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.  |  |  |        |  |  |
| Schools that earn less than 50% of the points possible overall or in any one area are a candidate for a nonrenewal in their final contract year or intervention in the other contract years.   |  |  |        |  |  |
|  |  |  |        |  |  |
| Summary and Analysis   |  |  |        |  |  |
|  |  |  |        |  |  |
|  |  |  |        |  |  |
|  |  |  |        |  |  |
| Academic Performance Points Earned   |  |  | 0      |  |  |
| Academic Performance Total Points Possible   |  |  | 62     |  |  |
| Academic Performance Percent of Points Earned  |  |  | 0.00%  |  |  |
| Academic Performance Percent of Total Framework Points   |  |  | 58.49% |  |  |
|  |  |  |        |  |  |
| Climate Performance Points Earned  |  |  | 0      |  |  |
| Climate Performance Total Points Possible  |  |  | 6      |  |  |
| Climate Performance Percent of Points Earned   |  |  | 0.00%  |  |  |
| Climate Performance Percent of Total Framework Points  |  |  | 5.66%  |  |  |
|  |  |  |        |  |  |
| Operations Performance Points Earned   |  |  | 0      |  |  |
| Operations Performance Total Points Possible   |  |  | 20     |  |  |
| Operations Performance Percent of Points Earned  |  |  | 0.00%  |  |  |
| Operations Performance Percent of Total Framework Points   |  |  | 18.87% |  |  |
|  |  |  |        |  |  |
| Finance Performance Points Earned  |  |  | 0      |  |  |
| Finance Performance Total Points Possible  |  |  | 18     |  |  |
| Finance Performance Percent of Points Earned   |  |  | 0.00%  |  |  |
| Finance Performance Percent of Total Framework Points  |  |  | 16.98% |  |  |
|  |  |  |        |  |  |
| Performance Framework Points Earned  |  |  | 0      |  |  |
| Performance Framework Total Points Possible  |  |  | 106    |  |  |
|  |  |  |        |  |  |
| Performance Framework Percent of Total Points  |  |  | 0.00%  |  |  |

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

See the following pages.

*Adopted:*

*Reviewed: May 25, 2022, Sept. 25, 2024*

*Board Approved: May 25, 2022, Sept. 25, 2024*

## **Policy 509     ENROLLMENT**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

#### **A. Open Enrollment:**

Hmong College Prep Academy is a public charter school. Enrollment policies comply with MN Statute 124E.11. Enrollment in Hmong College Prep Academy is open to all students, without regard to race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, class status, sexual orientation, disability, or any other factors, other than the capacity of the program, class, grade level, or building allows.

#### **B. Definition of Enrollment:**

A student is considered to be enrolled in Hmong College Prep Academy when the school makes an offer of admission, receives an acceptance, and completes necessary enrollment paperwork.

#### **C. Attendance: Student Entrance Age**

To be admitted to kindergarten, a child shall be at least five (5) years of age on or before September 1. For admittance to the first grade, a child shall be at least six (6) years of age by September 1. At the request of a parent or guardian, an individual evaluation to determine a child's readiness for placement in the regular school program may be provided for a child whose fifth or sixth birthday falls between September 1 and December 31, even though the child does not meet the above age requirements. Licensed staff employed by Hmong College Prep Academy will provide the evaluation and decision will be final.

### **III. PROCEDURES**

Enrollment Process:

#### **A. Application for Admission:**

Admission applications are posted on Hmong College Prep Academy's website. Additionally, applications may be mailed upon request.

In order to apply to Hmong College Prep Academy, information requested on the Admission Application must be submitted during the Open Enrollment Period. The Open Enrollment Period for any school year falls between January 1st and January 31st. Admission Applications may be submitted via electronic submission, in person, or by mail. Open enrollment closes at midnight on January 31st.

#### **B. Offer of Admission and Lottery:**





All applications received during the Open Enrollment Period are automatically offered admission for enrollment (i.e., admitted) unless more applications are received than the available enrollment established by the Board for the applicable grade(s). In this situation, all submitted applications for such grade(s) are placed in the lottery. In the case of lottery admission, only current residents of the State of Minnesota may be accepted into the lottery.

- C. Preferences for siblings and children of current Hmong College Prep Academy employees: Two classes of students have preference for enrollment at Hmong College Prep Academy: siblings of currently admitted students, foster children of an enrolled pupil's parents and children of current employees. This preference is in accordance with MN Statute 124E.11(c).

Siblings and foster children of an enrolled pupil's parents, who submit an application before the expiration of the open enrollment period, of currently admitted students are automatically offered admission unless the number of sibling applications exceeds the available enrollment established by the Board for the applicable grade(s). If the number of sibling applications exceeds available enrollment in any grade, the sibling of the student with the lowest lottery number (first drawn) has preference and is awarded the placement.

If all available enrollments in a grade are filled by siblings and foster children of an enrolled pupil's parents, the sibling is added to the waiting list with priority over any other student.

Children of employees also have preference over the general public. Siblings/foster children of an enrolled pupil's parents have preference over children of current employees. Children of current employees, who submit an application before the expiration of the open enrollment period, are automatically offered admission unless the number of children of employee applications exceeds the available enrollment established by the Board for the applicable grade(s). If the number of children of employees' applications exceeds available enrollment in any grade, the child of the employee with the most seniority has preference and is awarded the placement.

If all available enrollments in a grade are filled, Hmong College Prep Academy places the child on the waiting list with preference over the general population, but not over siblings/foster children of an enrolled pupil's parents.

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

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

- D. Lottery:  
Reference HCPA Lottery Policy



If the number of applications received during the open enrollment period exceeds available enrollment established by the Board for any grade after siblings/foster children of an enrolled pupil's parents and children of employees have been enrolled, the school conducts a general lottery within one week after expiration of the Open Enrollment period. All applications for each such grade(s) from current residents of Minnesota received before the expiration of the Open Enrollment Period are included in the general lottery.

Hmong College Prep Academy conducts all lotteries through a method of random selection. Students are offered admission to the school in the order in which they are numbered in the lottery, as long as there is available enrollment as determined by the Board for the applicable grade(s).

**E. Waiting List:**

There is one waiting list with two determinations of preference. Students who are siblings/foster children of an enrolled pupil's parents of currently enrolled students are given preference over all other students on the waiting list. The students of current employees are given next priority on the waiting list. Students who are children of current employees have priority over the general waiting list, but not over siblings/foster children of an enrolled pupil's parents on the waiting list. A student may only be kept on the current employees' waiting list while their parent is employed at Hmong College Prep Academy. All other students are put on the waiting list after those with a preference after all open places in grades are filled. The order of the waiting list is determined by the random numbering from the lottery. Applications received after the lottery are added to the end of the applicable waiting list for each such grade, in the order received.

The school board reserves the right to close admission to any particular grade for any given year. (MN statute 124E.11)

**F. Acceptance of Offer of Admission:**

Students are offered admission, or notified of status on the waitlist, by letter. Submitting an application to Hmong College Prep Academy will not take a student out of their current school until registration is completed, nor will the current school be notified until Hmong College Prep Academy receives an acceptance of an offer of admission.

Upon acceptance of an offer of admission, by the deadline specified in the Offer of Admission letter, a student is then considered Enrolled in Hmong College Prep Academy. If Hmong College Prep Academy does not receive a response of acceptance by the specified deadline, the student is placed at the end of the waiting list. Families will be notified of their number on the waitlist by letter.

**Registration of Enrolled Students:**

**A. Records Request:**

Upon acceptance of an offer of admission, Hmong College Prep Academy requests academic records, transcripts, schedules, standardized test results, most recent 3-year evaluation, and special education records, if any.



Pursuant to Code of Federal Regulations 34 § 99.31(a)(2) and Minn. Stat. § 13.32 Subd. 3(e), generally, education data cannot be released without the consent of a parent or eligible student (a student who is 18 or attending a postsecondary institution). One exception is that a school district can release education data to school officials in another district where a student seeks or intends to transfer or enroll, or where a student already is enrolled as long as the release is for purposes related to the student's enrollment or transfer.

**B. Program Preparation:**

In order to best serve the student, upon receipt of school records, Hmong College Prep Academy prepares for the student's first class day through several planning measures.

**C. First Transition Meeting:**

Hmong College Prep Academy invites the student's family and the student to meet with administration to discuss the student's transition to Hmong College Prep Academy. At this time Hmong College Prep Academy schedules an optional, half-day for the student to shadow a current student.

**D. Second Transition Meeting:**

Following the observation and optional student shadow described above, Hmong College Prep Academy invites the student's family to meet with administration a second time to discuss the results of the student's experience and the observations of the supports in the student's current school placement.

**Enrollment Limitations:**

In accordance with MN Statute 124E.11, Hmong College Prep limits enrollment for each grade. Also, the HCPA Board of Directors has determined that only current residents of Minnesota may be included in the lottery.

**Protected Rights of Students:**

Minn. Stat. § 363A.13 Minn. Stat. § 363A.14 Title VI of the Civil Rights Act of 1964  
Title IX of the Education Amendments of 1972 Section 504 of the Rehabilitation Act of 1973  
Title II of the Americans with Disabilities Act of 1990  
Part B of the Individuals with Disabilities Education Act (IDEA)

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

See the following pages.

## Governance Plan

Currently, there are seven publicly elected board members and each serves on the board for three years.

The board membership terms of service are staggered to ensure that a majority of the board members are not candidates for re-election or replacement in any one election year.

The board members bring expertise in the areas of entrepreneurship, business, law, and finance and community leadership.

| BOARD POSITION                      | TERM              |
|-------------------------------------|-------------------|
| Board Chair<br>Parent Seat          | 3 years staggered |
| Board Vice Chair<br>Community Seat  | 3 years staggered |
| Board Treasurer<br>Parent Seat      | 3 years staggered |
| Board Member<br>Teacher Seat        | 3 years staggered |
| Board Member<br>Parent/Community    | 3 years staggered |
| Board Secretary<br>Parent/Community | 3 years staggered |
| Board Member<br>Parent/Community    | 3 years staggered |

| <b>Position</b>  | <b>Responsibilities</b>   |
|--|---|
| Chief Academic Officer   | District-level responsibility for operations, academic achievement, and compliance with all MN and federal laws and mandates. Reports to the governing board.   |
| Chief Financial Officer  | District-level responsibility for finances. Reports to the governing board.   |
| Director of Operations   | District/school-level responsibility for safety, facilities, and operations; ensures compliance with all state and federal laws and mandates affecting daily student life, including transportation, food service, and building operations.   |
| 6-12 Director of Teaching and Learning                               | School-level accountability for all activities related to teaching and learning for grades 6-12, including TAP program guidelines, rubrics, and evaluations. Trains Instructional Coaches to support PLC members and is responsible for data collection, presentation, analysis, and implementation of data-driven instruction. |
| K-5 Director of Teaching and Learning                                | Elementary school-level accountability for all activities related to teaching and learning, including TAP program guidelines, rubrics, and evaluations. Supports Instructional Coaches to work with PLCs and is responsible for data collection, presentation, analysis, and implementation of data-driven instruction.         |
| Assistant Director of Curriculum and Programs                        | Oversees and supports all areas of K-5 curriculum and provides guidance and support for 6-12 curriculum and professional development K-12.  |
| Assistant Director of Operations and District Assessment Coordinator | Supports school operations, student field trip management, crisis response coordination, College Prep program oversight, and management of Title I, II, III, and the Technology Department.   |
| Director of Family Engagement  | Leads initiatives to build strong partnerships between families and the school. Coordinates family outreach, communication strategies, and engagement activities to strengthen school climate and support student success.  |
| Assistant Director for K-5 or 6-12                                   | Provides administrative support for the respective grade span. Assists with instructional leadership, student behavior systems, staff development, and ensures alignment with school-wide academic and cultural expectations.   |
| Director of Teaching and Learning (K-12)                             | Provides strategic leadership for the instructional vision across the K-12 continuum. Oversees curriculum, assessment, professional development, and ensures alignment with the school's academic goals and data-driven instruction model.  |

| Position                         | Responsibilities  |
|----------------------------------|---|
| Director of Counseling           | Oversees the school's counseling and mental health services K-12. Coordinates social-emotional learning programs, crisis intervention, student support services, and ensures student well-being through collaboration with families, teachers, and community resources.   |
| Senior Special Education Manager | Provides leadership and oversight for the special education department K-12. Ensures compliance with all IDEA and state special education laws, coordinates IEP development and service delivery, supports inclusionary practices, and provides professional development for special education and general education staff. |

## **Financial Plan**

To prepare financial reports for HCPA board meetings, the Board Treasurer works with the Chief Financial Officer to focus on areas that will be discussed in the upcoming meetings. The governing board then works closely with the Chief Financial Officer to review the school's finance data and budgets. School board minutes hold evidence that the board periodically reviews an audit or accounting of the school's physical assets.

The HCPA School Board monitors and evaluates the School's recordkeeping, controls, and financial position. Specifically:

- (1) the Chief Financial Officer presents the School's financial position at all Board meetings; including current and forecast positions and makes related recommendations.
- (2) the Chief Financial Officer reports at all Board meetings regarding all disbursements made, cash flow, balance, additional relevant financial data, and its monitoring of the School's recordkeeping and control processes; and
- (3) the Board Treasurer, Chief Financial Officer, and Financial Manager meet as needed to monitor school finances on a regular and ongoing basis. Significant developments that adversely impact the School are immediately brought before the Board.

The Board retains an external auditor on an annual basis to review the School's internal controls and processes. The Board initiates and monitors corrective action to ensure that noted deficiencies, if any, are addressed and will not result in repeat findings in subsequent audits.





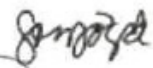
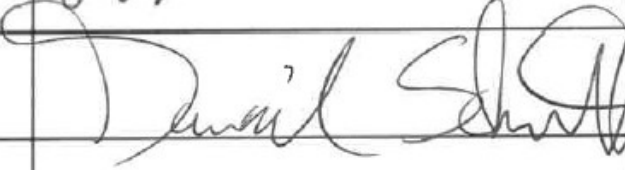

6. **Signed agreements from charter school board members to comply with the federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools, per Minn. Stat. §124E.10, subdivision 1(a)(6).**

See the following page.

## Novation Education Opportunities

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

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

| Print Name      | Signature  |
|-----------------|--|
| Brent Ness      |     |
| Susan Vang      |     |
|                 |  |
| Sonya Zuker     |   |
| Daniel Schmidt  |  |
| Christine Smith | Christine Smith  |
| Ge Vang         |  |
|                 |  |
|                 |  |
|                 |  |
|                 |  |

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

**NEO Oversight Plan for Operating Schools**

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

**Student/School Academic Performance**

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

**Climate**

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

**Operations/Governance**

- NEO will attend at least two charter school board meetings annually and provide feedback to the school on compliance as well as provide observations and questions for the board to consider in their process of continuous improvement using the Board Meeting Observation Form.
- NEO will collect and review official school records including board meeting minutes and policy revisions and verify compliance using the Operations Monitoring and Evaluation Report for the purpose of monitoring and evaluating compliance, and to provide feedback for continuous improvement.
- NEO will conduct an annual site visit to verify compliance with the items identified in the Operations Monitoring and Evaluation Report, which may be revised depending on areas of compliance that must be verified as a result of complaints or concerns.
- NEO will review school compliance with required state and NEO reporting deadlines and identify any areas where NEO has concerns based on the provisions of the Contract Agreement.

## **Financial**

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

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

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

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

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

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

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

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

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

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

The Contract Renewal Framework may also include additional academic performance measures that the school and authorizer mutually agree to include.

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

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

### **Ratings**

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

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

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

### **Weighting of Performance Measures**

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

However, the Academic Performance measures must be weighted more than 50% of the total points of all performance areas including Climate, Operations, and Financial Performance because the primary purpose of the school is to improve the learning, achievement, and success of all students. At the beginning of the contract term the weightings are finalized and are not revised during the term of the contract.

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

### **Implementation Guide**

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

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

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

### **Contract Revisions**

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

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

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

The school must request the revision in writing and email the revision request in pdf format to the NEO Executive Director.

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

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

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

### **Contract Renewal Eligibility**

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

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

### **Intervention and Corrective Action**

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

### **Closure Plan**

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

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

The performance evaluation tool is the Performance Framework and will be used to evaluate the School prior to and to inform the contract renewal decision.



| <b>Novation Education Opportunities- Hmong College Prep Academy Performance Framework</b>           |  |
|---|--|
| <b>Hmong College Prep Academy</b>   |  |
| <b>Date of Last Update/Review: 12/2/2024</b>  |  |
| <b>Contract Term: August 29, 2022- June 30, 2025</b>  |  |
| <b>Baseline Year Results: 2020-2021, the first year NEO served as the authorizer was 2022-2023.</b> |  |
| <b>Charter Number: 4103</b>   |  |
| <b>Initial Year of Operation: 2004</b>  |  |

|  |  |                                    |                              |   |   |
|--|--|------------------------------------|------------------------------|---|---|
| These are the Academic Performance Indicators. They are 54.17% of the points possible.     |  |                                    |                              |   |   |
| II. All Students are Ready for Career and College (As Measured by Grade Level Proficiency) |  |                                    |                              |   |   |
| II.A Attain Grade-level Proficiency- All Students State Comparison                         |  |                                    |                              |   |   |
| <b>Performance Rating</b>  | <b>MCA-Math Goals (Grades 3-8, 11)</b>   |                                    |                              | <b>Point Value</b>                            | <b>Points Earned</b>                                |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 13 percentage points above the state average.  |                                    |                              | 2   | 0   |
| <b>Satisfactory</b>  | The school's proficiency rate exceeds the state average by up to 13 percentage points AND/OR the school improves its proficiency rate by at least 13 percentage points from the baseline year. |                                    |                              | 1   |   |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the state average or improve by at least 13 percentage points.   |                                    |                              | 0   |   |
| <b>Results</b>   | <b>Year</b>  | <b>Students Scoring Proficient</b> | <b>Total Students Tested</b> | <b>Percent of Students Scoring Proficient</b> | <b>State Percent of Students Scoring Proficient</b> |
|  | Baseline   | 21                                 | 317                          | 6.62%   | 44.22%  |
|  | 2021-2022  | 149                                | 1,310                        | 11.37%  | 44.80%  |
|  | 2022-2023  | 190                                | 1,398                        | 13.59%  | 45.50%  |
|  | 2023-2024  | 216                                | 1,415                        | 15.27%  | 45.50%  |
|  | 2021-2024  | 555                                | 4,123                        | 13.46%  | 45.26%  |
| <b>Analysis</b>  | The school's combined proficiency rate of 13.46% is 31.80 percentage points lower than the state's combined proficiency rate of 45.26%.  |                                    |                              |   |   |
|  | From the baseline year rate of 6.62% the school's proficiency increased to 15.27%, an increase of 8.64 percentage points.  |                                    |                              |   |   |
| <b>Performance Rating</b>  | <b>MCA-Reading Goals (Grades 3-8, 10)</b>  |                                    |                              | <b>Point Value</b>                            | <b>Points Earned</b>                                |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 13 percentage points above the state average.  |                                    |                              | 2   | 0   |
| <b>Satisfactory</b>  | The school's proficiency rate exceeds the state average by up to 13 percentage points AND/OR the school improves its proficiency rate by at least 13 percentage points from the baseline year. |                                    |                              | 1   |   |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the state average or improve by at least 13 percentage points.   |                                    |                              | 0   |   |
| <b>Results</b>   | <b>Year</b>  | <b>Students Scoring Proficient</b> | <b>Total Students Tested</b> | <b>Percent of Students Scoring Proficient</b> | <b>State Percent of Students Scoring Proficient</b> |
|  | Baseline   | 54                                 | 314                          | 17.20%  | 52.50%  |
|  | 2021-2022  | 329                                | 1,345                        | 24.46%  | 51.10%  |
|  | 2022-2023  | 307                                | 1,434                        | 21.41%  | 49.90%  |
|  | 2023-2024  | 332                                | 1,426                        | 23.28%  | 49.90%  |
|  | 2021-2024  | 968                                | 4,205                        | 23.02%  | 50.30%  |
| <b>Analysis</b>  | The school's combined proficiency rate of 23.02% is 27.28 percentage points lower than the state's combined proficiency rate of 50.30%.  |                                    |                              |   |   |
|  | From the baseline year rate of 17.20% the school's proficiency increased to 23.28%, an increase of 6.08 percentage points.   |                                    |                              |   |   |

| II.B Attain Grade-level Proficiency- All Students Resident District (St Paul) Comparison |   |                             |                       |  |  |
|--|---|-----------------------------|-----------------------|--|--|
| Performance Rating   | MCA-Math Goals (Grades 3-8, 11)   |                             |                       | Point Value                            | Points Earned                                  |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the resident district average.   |                             |                       | 1                                      | 0  |
| <b>Satisfactory</b>  | The school's proficiency rate exceeds the resident district average by up to 10 percentage points.  |                             |                       | 0.5                                    |  |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the resident district average.  |                             |                       | 0                                      |  |
| Results  | Year  | Students Scoring Proficient | Total Students Tested | Percent of Students Scoring Proficient | St Paul Percent of Students Scoring Proficient |
|  | 2021-2022   | 149                         | 1,310                 | 11.37%                                 | 25.20%   |
|  | 2022-2023   | 190                         | 1,398                 | 13.59%                                 | 25.60%   |
|  | 2023-2024   | 216                         | 1,415                 | 15.27%                                 | 25.90%   |
|  | 2021-2024   | 555                         | 4,123                 | 13.46%                                 | 25.57%   |
| <b>Analysis</b>  | The school's combined proficiency rate of 13.46% is 12.11 percentage points lower than the resident district's combined proficiency rate of 25.57%. |                             |                       |  |  |
| Performance Rating   | MCA-Reading Goals (Grades 3-8, 10)  |                             |                       | Point Value                            | Points Earned                                  |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the resident district average.   |                             |                       | 1                                      | 0  |
| <b>Satisfactory</b>  | The school's proficiency rate exceeds the resident district average by up to 10 percentage points.  |                             |                       | 0.5                                    |  |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the resident district average.  |                             |                       | 0                                      |  |
| Results  | Year  | Students Scoring Proficient | Total Students Tested | Percent of Students Scoring Proficient | St Paul Percent of Students Scoring Proficient |
|  | 2021-2022   | 329                         | 1,345                 | 24.46%                                 | 34.80%   |
|  | 2022-2023   | 307                         | 1,434                 | 21.41%                                 | 33.90%   |
|  | 2023-2024   | 332                         | 1,426                 | 23.28%                                 | 34.10%   |
|  | 2021-2024   | 968                         | 4,205                 | 23.02%                                 | 34.26%   |
| <b>Analysis</b>  | The school's combined proficiency rate of 23.02% is 11.24 percentage points lower than the resident district's combined proficiency rate of 34.26%. |                             |                       |  |  |

Note: The weighting is an artifact of the goal that the school had with its former authorizer prior to transferring to NEO.

| 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, 11)  |                             |                       | Point Value                            | Points Earned                                |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the state average.  |                             |                       | 2                                      | 1  |
| <b>Satisfactory</b>  | The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year. |                             |                       | 1                                      |  |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.   |                             |                       | 0                                      |  |
| Results  | Year   | Students Scoring Proficient | Total Students Tested | Percent of Students Scoring Proficient | State Percent of Students Scoring Proficient |
|  | Baseline   | 2                           | 121                   | 1.65%                                  | 22.68%                                       |
|  | 2021-2022  | 119                         | 1,115                 | 10.67%                                 | 23.40%                                       |
|  | 2022-2023  | 152                         | 1,194                 | 12.73%                                 | 26.80%                                       |
|  | 2023-2024  | 169                         | 1,192                 | 14.18%                                 | 27.00%                                       |
|  | 2021-2024  | 440                         | 3,501                 | 12.57%                                 | 25.93%                                       |
| <b>Analysis</b>  | The school's combined proficiency rate of 12.57% is 13.36 percentage points lower than the resident district's combined proficiency rate of 25.93%.  |                             |                       |  |  |
|  | From the baseline year rate of 1.65% the school's proficiency increased to 14.18%, an increase of 12.52 percentage points.   |                             |                       |  |  |
| Performance Rating   | MCA-Reading Goals (Grades 3-8, 10)   |                             |                       | Point Value                            | Points Earned                                |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the state average.  |                             |                       | 2                                      | 0  |
| <b>Satisfactory</b>  | The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by at least 10 percentage points from the baseline year. |                             |                       | 1                                      |  |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.   |                             |                       | 0                                      |  |
| Results  | Year   | Students Scoring Proficient | Total Students Tested | Percent of Students Scoring Proficient | State Percent of Students Scoring Proficient |
|  | Baseline   | 43                          | 260                   | 16.54%                                 |  |
|  | 2021-2022  | 274                         | 1,155                 | 23.72%                                 | 31.50%                                       |
|  | 2022-2023  | 256                         | 1,215                 | 21.07%                                 | 33.30%                                       |
|  | 2023-2024  | 268                         | 1,205                 | 22.24%                                 | 33.40%                                       |
|  | 2021-2024  | 798                         | 3,575                 | 22.32%                                 | 32.84%                                       |
| <b>Analysis</b>  | The school's combined proficiency rate of 22.32% is 10.52 percentage points lower than the resident district's combined proficiency rate of 32.84%.  |                             |                       |  |  |
|  | From the baseline year rate of 16.54% the school's proficiency increased to 22.24%, an increase of 5.70 percentage points.   |                             |                       |  |  |

| III.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison |   |                             |                       |  |  |
|--|---|-----------------------------|-----------------------|--|--|
| Performance Rating   | MCA-Math Goals (Grades 3-8, 11)   |                             |                       | Point Value                            | Points Earned                                  |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the resident district average.   |                             |                       | 2                                      | 0  |
| <b>Satisfactory</b>  | The school's proficiency rate exceeds the resident district average by up to 10 percentage points.  |                             |                       | 1                                      |  |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the resident district average.  |                             |                       | 0                                      |  |
| Results  | Year  | Students Scoring Proficient | Total Students Tested | Percent of Students Scoring Proficient | St Paul Percent of Students Scoring Proficient |
|  | 2021-2022   | 119                         | 1,115                 | 10.67%                                 | 14.10%   |
|  | 2022-2023   | 152                         | 1,194                 | 12.73%                                 | 15.30%   |
|  | 2023-2024   | 169                         | 1,192                 | 14.18%                                 | 14.80%   |
|  | 2021-2024   | 440                         | 3,501                 | 12.57%                                 | 14.79%   |
| <b>Analysis</b>  | The school's combined proficiency rate of 12.57% is 2.22 percentage points lower than the resident district's combined proficiency rate of 14.79%.  |                             |                       |  |  |
| Performance Rating   | MCA-Reading Goals (Grades 3-8, 10)  |                             |                       | Point Value                            | Points Earned                                  |
| <b>Exemplary</b>   | The school's proficiency rate is greater than 10 percentage points above the resident district average.   |                             |                       | 2                                      | 1  |
| <b>Satisfactory</b>  | The school's proficiency rate exceeds the resident district average by up to 10 percentage points.  |                             |                       | 1                                      |  |
| <b>Not Satisfactory</b>  | The school's proficiency rate does not exceed the resident district average.  |                             |                       | 0                                      |  |
| Results  | Year  | Students Scoring Proficient | Total Students Tested | Percent of Students Scoring Proficient | St Paul Percent of Students Scoring Proficient |
|  | 2021-2022   | 274                         | 1,155                 | 23.72%                                 | 22.60%   |
|  | 2022-2023   | 256                         | 1,215                 | 21.07%                                 | 22.10%   |
|  | 2023-2024   | 268                         | 1,205                 | 22.24%                                 | 22.10%   |
|  | 2021-2024   | 798                         | 3,575                 | 22.32%                                 | 22.25%   |
| <b>Analysis</b>  | The school's combined proficiency rate of 22.32% is 0.07 percentage points higher than the resident district's combined proficiency rate of 22.25%. |                             |                       |  |  |

| IV. All Students are Ready for Career and College (as Measured by Progress) |   |  |                              |                          |               |
|---|---|--|------------------------------|--------------------------|---------------|
| IV.A Meet or Exceed Statewide Growth Norms- Progress Made Toward Target     |   |  |                              |                          |               |
| Performance Rating  | Goals for Progress as measured by ACCESS- English Language (Grades K-12)  |  |                              | Point Value              | Points Earned |
| <b>Exemplary</b>  | The school's progress rate is greater than 10 percentage points above the statewide average.  |  |                              | 2                        | 1             |
| <b>Satisfactory</b>   | The school's EL average progress toward target meets or exceeds the state average AND/OR the school improves its progress rate by at least 10 percentage points from the baseline year.             |  |                              | 1                        |               |
| <b>Not Satisfactory</b>   | The school's progress rate does not exceed the statewide average.   |  |                              | 0                        |               |
| <b>Results</b>  | <b>Year</b>   | <b>Average progress made toward target</b> | <b>Total Students Tested</b> | <b>Statewide</b>         |               |
|   | Baseline (2021-2022)  | 60.40%                                     | 769                          | 53.10%                   |               |
|   | 2021-2022   | 60.40%                                     | 769                          | 53.10%                   |               |
|   | 2022-2023   | 44.10%                                     | 873                          | 47.30%                   |               |
|   | 2023-2024   | 44.90%                                     | 959                          | 46.40%                   |               |
|   | 2021-2024   | 49.80%                                     | 2601                         | 48.64%                   |               |
| <b>Analysis</b>   | The school's combined progress rate of 49.80% is 1.16 percentage points greater than the state's combined progress rate of 48.64%.  |  |                              |                          |               |
|   | No data was available for 2020-2021. 2021-2022 results were utilized as Baseline.   |  |                              |                          |               |
| Performance Rating  | Goals for Progress as measured by ACCESS- English Language (Grades K-12)  |  |                              | Point Value              | Points Earned |
| <b>Exemplary</b>  | The school's progress rate is greater than 10 percentage points above the resident district average.  |  |                              | 4                        | 2             |
| <b>Satisfactory</b>   | The school's EL average progress toward target meets or exceeds the resident district average AND/OR the school improves its progress rate by at least 10 percentage points from the baseline year. |  |                              | 2                        |               |
| <b>Not Satisfactory</b>   | The school's progress rate does not exceed the resident district average.   |  |                              | 0                        |               |
| <b>Results</b>  | <b>Year</b>   | <b>Average progress made toward target</b> | <b>Total Students Tested</b> | <b>Resident District</b> |               |
|   | Baseline (2021-2022)  | 60.40%                                     | 769                          | 51.20%                   |               |
|   | 2021-2022   | 60.40%                                     | 769                          | 51.20%                   |               |
|   | 2022-2023   | 44.10%                                     | 873                          | 43.30%                   |               |
|   | 2023-2024   | 44.90%                                     | 959                          | 43.30%                   |               |
|   | 2021-2024   | 49.80%                                     | 2601                         | 45.78%                   |               |
| <b>Analysis</b>   | The school's combined progress rate of 49.80% is 4.02 percentage points greater than the resident district's combined progress rate of 45.78%.  |  |                              |                          |               |
|   | No data was available for 2020-2021. 2021-2022 results were utilized as Baseline.   |  |                              |                          |               |

| IV.B Exiting EL Programming                             |  |   |                       |                            |
|---|--|---|-----------------------|----------------------------|
| Performance Rating                                      | Goals for Students Exiting EL Programming (Grades K-5)   |   | Point Value           | Points Earned              |
| Exemplary   | Annually more than 20% of the elementary EL focus group will exit the EL program by achieving language proficiency.  |   | 2                     | 0                          |
| Satisfactory  | Annually 10-20% of the elementary EL focus group will exit the EL program by achieving language proficiency. MDE defines proficiency by achieving a composite score of 4.5 and a minimum of 3.5 in at least three of four domains on ACCESS. |   | 1                     |                            |
| Not Satisfactory  | Annually less than 10% of the elementary EL focus group exit the EL program by achieving language proficiency.   |   | 0                     |                            |
| Results   | Year   | Students Exited   | Total Students        | Percent of Students Exited |
|   | 2021-2022  | 33  | 526                   | 6.27%                      |
|   | 2022-2023  | 35  | 595                   | 5.88%                      |
|   | 2023-2024  | 67  | 565                   | 11.86%                     |
|   | 2021-2024  | 135   | 1686                  | 8.01%                      |
| Analysis  | The school's combined percent of students exited is 8.01%.   |   |                       |                            |
| IV.C Meet or Exceed Statewide Growth Norms- Improvement |  |   |                       |                            |
| Performance Rating                                      | Goals for Improvement as measured by Fastbridge-Math (Grades K-12)   |   | Point Value           | Points Earned              |
| Exemplary   | More than 75% of all students will show "typical" or "aggressive" growth in math as defined by Fastbridge and all other Satisfactory criteria are met.   |   | 4                     | 0                          |
| Satisfactory  | 70-75% of all students will show "typical" or "aggressive" growth in math as defined by Fastbridge AND/OR improve by at least 10 percentage points from the baseline year.   |   | 2                     |                            |
| Not Satisfactory  | Less than 70% of all students show "typical" or "aggressive" growth in math as defined by Fastbridge.  |   | 0                     |                            |
| Results   | Year   | Number of Students Showing Typical or Aggressive Growth | Total Students Tested | Percent                    |
|   | 2021-2022  | 1331  | 2049                  | 64.96%                     |
|   | 2022-2023  | 1391  | 2222                  | 62.60%                     |
|   | 2023-2024  | 1435  | 2204                  | 65.11%                     |
|   | 2021-2024  | 4157  | 6475                  | 64.20%                     |
| Analysis  | The school's combined percent of students showing typical or aggressive growth as defined by Fastbridge is 64.20%.   |   |                       |                            |

| Performance Rating                        | Goals for Improvement as measured by Fastbridge-Reading (Grades K-12)   |   |                          | Point Value   | Points Earned   |
|---|---|---|--------------------------|---|---|
| Exemplary                                 | More than 75% of all students will show "typical" or "aggressive" growth in reading as defined by Fastbridge and all other Satisfactory criteria are met.                     |   |                          | 4   | 2   |
| Satisfactory                              | 70-75% of all students will show "typical" or "aggressive" growth in reading as defined by Fastbridge AND/OR improve by at least 10 percentage points from the baseline year. |   |                          | 2   |   |
| Not Satisfactory                          | Less than 70% of all students show "typical" or "aggressive" growth in math as defined by Fastbridge.   |   |                          | 0   |   |
| Results                                   | Year  | Number of Students Showing Typical or Aggressive Growth |                          | Total Students Tested                                       | Percent   |
|   | 2021-2022   | 1504  |                          | 2103  | 71.52%  |
|   | 2022-2023   | 1664  |                          | 2306  | 72.16%  |
|   | 2023-2024   | 1567  |                          | 2296  | 68.25%  |
|   | 2021-2024   | 4735  |                          | 6705  | 70.62%  |
| Analysis                                  | The school's combined percent of students showing typical or aggressive growth as defined by Fastbridge is 70.62%.  |   |                          |   |   |
| V. All Students Graduate From High School |   |   |                          |   |   |
| V.A Attain College Readiness Benchmarks   |   |   |                          |   |   |
| Performance Rating                        | Graduation Rate Comparison to State Goals (Grade 12)  |   |                          | Point Value   | Points Earned   |
| Exemplary                                 | The school's graduation rate is greater than 5 percentage points above the state average.   |   |                          | 8   | 8   |
| Satisfactory                              | The school's graduation rate exceeds the state average by up to 5 percentage points.  |   |                          | 4   |   |
| Not Satisfactory                          | The school's graduation rate does not exceed the state average.   |   |                          | 0   |   |
| Results                                   | Year  | Students Graduating on or Before Their GRAD Year        | Total Possible Graduates | Percent of Students Graduating on or Before Their GRAD Year | Percent of State Students Graduating on or Before Their GRAD Year |
|   | 2021-2022   | 142   | 148                      | 95.95%  | 83.30%  |
|   | 2022-2023   | 151   | 158                      | 95.57%  | 83.60%  |
|   | 2023-2024   | 153   | 175                      | 87.43%  | 83.00%  |
|   | 2021-2024   | 446   | 481                      | 92.72%  | 83.30%  |
| Analysis                                  | The school's combined graduation rate is 95.75% which is 12.30 percentage points greater than the state's average graduation rate of 83.45%.                                  |   |                          |   |   |



| Performance Rating      | Graduation Rate Comparison to Resident District Goals (Grade 12)   |   |                                 | Point Value  | Points Earned  |
|-------------------------|--|---|---------------------------------|--|--|
| <b>Exemplary</b>        | The school's graduation rate is greater than 5 percentage points above the resident district average.  |   |                                 | 8  | 8  |
| <b>Satisfactory</b>     | The school's graduation rate exceeds the resident district average by up to 5 percentage points.   |   |                                 | 4  |  |
| <b>Not Satisfactory</b> | The school's graduation rate does not exceed the resident district average.  |   |                                 | 0  |  |
| <b>Results</b>          | <b>Year</b>  | <b>Students Graduating on or Before Their GRAD Year</b> | <b>Total Possible Graduates</b> | <b>Percent of Students Graduating on or Before Their GRAD Year</b> | <b>Percent of St Paul Students Graduating on or Before Their GRAD Year</b> |
|                         | 2021-2022  | 142   | 148                             | 95.95%   | 76.00%   |
|                         | 2022-2023  | 151   | 158                             | 95.57%   | 75.40%   |
|                         | 2023-2024  | 153   | 175                             | 87.43%   | 68.50%   |
|                         | 2021-2024  | 446   | 481                             | 92.72%   | 73.30%   |
| <b>Analysis</b>         | The school's combined graduation rate is 92.72% which is 19.42 percentage points greater than the resident district's average graduation rate of 73.30%. |   |                                 |  |  |
| Performance Rating      | College and Career Ready Acceptance Rate Goals (Grade 12)  |   |                                 | Point Value  | Points Earned  |
| <b>Exemplary</b>        | The school's acceptance rate is more than 95%.   |   |                                 | 4  | 2  |
| <b>Satisfactory</b>     | The school's acceptance rate is at least 85-95% AND/OR improves by at least 10 percentage points.  |   |                                 | 2  |  |
| <b>Not Satisfactory</b> | The school's acceptance rate is less than 85%.   |   |                                 | 0  |  |
| <b>Results</b>          | <b>Year</b>  | <b>Acceptances</b>                                      | <b>Total Students</b>           | <b>Acceptance Rate</b>   |  |
|                         | 2021-2022  | 121   | 152                             | 79.61%   |  |
|                         | 2022-2023  | 143   | 161                             | 88.82%   |  |
|                         | 2023-2024  | 180   | 187                             | 96.26%   |  |
|                         | 2021-2024  | 444   | 500                             | 88.80%   |  |
| <b>Analysis</b>         | The school's combined college, universities, military, transition programs, and apprentice programs acceptance rate is 88.80%.                           |   |                                 |  |  |

| Performance Rating | ACT Participation Rate Goals (Grade 11)                 |                               |                | Point Value        | Points Earned |
|--------------------|---|-------------------------------|----------------|--------------------|---------------|
| Exemplary          | The school's ACT participation rate is more than 95%.   |                               |                | 2                  | 1             |
| Satisfactory       | The school's ACT participation rate is at least 90-95%. |                               |                | 1                  |               |
| Not Satisfactory   | The school's ACT participation rate is less than 90%.   |                               |                | 0                  |               |
| Results            | Year  | Number of Students Taking ACT | Total Students | Participation Rate |               |
|                    | 2021-2022   | 151                           | 176            | 85.80%             |               |
|                    | 2022-2023   | 175                           | 186            | 94.09%             |               |
|                    | 2023-2024   | 182                           | 186            | 97.85%             |               |
|                    | 2021-2024   | 508                           | 548            | 92.70%             |               |
| Analysis           | The school's combined ACT participation rate is 92.70%. |                               |                |                    |               |

These are the Climate Performance Indicators. They are 8.33% of the points possible.

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

**VI.A Attendance Rates**

| Performance Rating | Attendance Rate Goals (K-12)  |                        |                       | Point Value | Points Earned |
|--------------------|---|------------------------|-----------------------|-------------|---------------|
| Exemplary          | The school's attendance rate is greater than 5 percentage points above the state and resident district average.   |                        |                       | 4           | 2             |
| Satisfactory       | The school's attendance rate exceeds the state and resident district average by up to 5 percentage points AND/OR improves from the baseline year by at least 5 percentage points. |                        |                       | 2           |               |
| Not Satisfactory   | The school's attendance rate does not exceed the state and resident district average.   |                        |                       | 0           |               |
| Results            | Year  | School Attendance Rate | State Attendance Rate |             |               |
|                    | Baseline  | 54.60%                 | 85.30%                |             |               |
|                    | 2021-2022   | N/A                    | N/A                   |             |               |
|                    | 2022-2023   | 54.60%                 | 69.80%                |             |               |
|                    | 2023-2024   | 59.80%                 | 74.50%                |             |               |
|                    | 2021-2024   | 57.20%                 | 72.15%                |             |               |
| Analysis           | The school's attendance rate is 57.20% compared to the state's attendance rate of 72.15%.   |                        |                       |             |               |
|                    | The available attendance data for when the school transferred to NEO is from 2022-2023.   |                        |                       |             |               |

**VI.B Parent Satisfaction**

| Performance Rating | 5-Point Parent Satisfaction Survey Goals   |  |                                  | Point Value                        | Points Earned                               |
|--------------------|--|--|----------------------------------|------------------------------------|---|
| Exemplary          | More than 90 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school. |  |                                  | 2                                  | 2   |
| Satisfactory       | 80-90 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.        |  |                                  | 1                                  |   |
| Not Satisfactory   | Less than 80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school. |  |                                  | 0                                  |   |
| Results            | Year   | Number of Parents Who Agree or Strongly Agree They Are Satisfied | Total Number of Parents Surveyed | Parent Satisfaction Survey Percent | Percent Participation of Parent Respondents |
|                    | 2021-2022  | 48   | 59                               | 81.36%                             | 5.64%                                       |
|                    | 2022-2023  | 315  | 337                              | 93.47%                             | 32.16%                                      |
|                    | 2023-2024  | 532  | 551                              | 96.55%                             | 49.86%                                      |
|                    | 2021-2024  | 895  | 947                              | 94.51%                             | 29.59%                                      |
| Analysis           | The school's combined parent satisfaction survey percent is 94.51%.                                      |  |                                  |                                    |   |

| VI.C Mobility      |   |   |                                     |                  |               |
|--------------------|---|---|-------------------------------------|------------------|---------------|
| Performance Rating | Mobility Goals (Grades K-12)  |   |                                     | Point Value      | Points Earned |
| Exemplary          | Fewer than 10 percent of students transfer out of school after October 1. |   |                                     | 2                | 2             |
| Satisfactory       | 10 - 15 percent of students transfer out of school after October 1.       |   |                                     | 1                |               |
| Not Satisfactory   | More than 15 percent of students transfer out of school after October 1.  |   |                                     | 0                |               |
| Results            | Year  | Number of Students Transferring Out After October 1st | Total Enrolled Students October 1st | Mobility Percent |               |
|                    | 2021-2022   | 86  | 2327                                | 3.70%            |               |
|                    | 2022-2023   | 95  | 2406                                | 3.95%            |               |
|                    | 2023-2024   | 99  | 2505                                | 3.95%            |               |
|                    | 2021-2024   | 280   | 7238                                | 3.87%            |               |
| Analysis           | The school's combined mobility percent is 3.87%.                          |   |                                     |                  |               |

|  |  |              |                 |               |
|--|--|--------------|-----------------|---------------|
| These are the Operations Performance Indicators. They are 20.83% of the total Performance Framework points possible. |  |              |                 |               |
| VII. School is Compliant with Contract and Statute   |  |              |                 |               |
| VII.A Compliance   |  |              |                 |               |
| Performance Rating   | Compliance Goals   |              | Point Value     | Points Earned |
| Exemplary  | No infractions.  |              | 20              | 20            |
| Satisfactory   | No more than three infractions AND any infraction is resolved by assigned deadline in the combined FY2022-2025.  |              | 10              |               |
| Not Satisfactory   | More than three infractions or infractions not resolved by assigned deadline.  |              | 0               |               |
| Analysis   | The school did not have any outstanding infractions from prior years at the time of contract renewal.  |              |                 |               |
| These are the Finance Performance Indicators. They are 16.67% of the total Performance Framework points.             |  |              |                 |               |
| VIII. School is Financially Solvent/Sustainable  |  |              |                 |               |
| VIII.A Finance Awards  |  |              |                 |               |
| Performance Rating   | Goals for Awards   |              | Point Value     | Points Earned |
| Exemplary  | NEO Stewardship Award in Finance Recipient   |              | 4               | 4             |
| Satisfactory   | Finance Award Recipient  |              | 2               |               |
| Not Satisfactory   | Not a Finance Award Recipient  |              | 0               |               |
| Analysis   | The school earned the FY24 Finance Award (formerly administered by MDE but since it was discontinued by MDE, it is now administered by NEO) for FY23 financial reporting and the FY24 NEO Stewardship Award. NEO has clarified in all future contracts that NEO identifies Finance Award recipients. |              |                 |               |
| VIII.B Fund Balance  |  |              |                 |               |
| Performance Rating   | Fund Balance Goals   |              | Point Value     | Points Earned |
| Exemplary  | Reserve is at least three months' expenditures (20%) as measured by end of year reserves.  |              | 8               | 8             |
| Satisfactory   | Reserve is enough to cover one full payroll as measured by end of year reserves in FY 2025.  |              | 4               |               |
| Not Satisfactory   | Reserve is less than one full payroll as measured by end of year reserves.   |              | 0               |               |
| Results  | Fund Balance   | Expenditures | SOD Calculation |               |
|  | \$28,956,791   | \$37,590,550 | 77.03%          |               |
| Analysis   | The school has built a fund balance of 77.03% in 2023-2024.  |              |                 |               |
| VIII.C Financial Audit   |  |              |                 |               |
| Performance Rating   | Financial Audit* Goals   |              | Point Value     | Points Earned |
| Exemplary  | No findings cited in the audit.  |              | 4               | 4             |
| Satisfactory   | No audit finding deficiencies or deficiencies are addressed through reduction and/or elimination.  |              | 2               |               |
| Not Satisfactory   | More than one finding cited in the audit.  |              | 0               |               |
| Analysis   | The school had no findings cited in the FY24 audit.  |              |                 |               |
| *Annual financial audits by a qualified and independent external auditor as prescribed by MN law.                    |  |              |                 |               |

| Contract Renewal and Intervention  |  |  |         |  |  |
|--|--|--|---------|--|--|
| 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 approval of a change in authorizer to NEO. |  |  |         |  |  |
| Schools that earn less than a Satisfactory Rating (50% of the points possible) overall or in any one area are not a candidate for approval of a change in authorizer to NEO.   |  |  |         |  |  |
|  |  |  |         |  |  |
| Summary and Analysis   |  |  |         |  |  |
| Based on the information available to date, Hmong College Prep Academy has earned 68 out of a total of 96 points possible, 70.83%.   |  |  |         |  |  |
| Based on the evaluation, Hmong College Prep Academy is recommended for a 5-year contract renewal.  |  |  |         |  |  |
|  |  |  |         |  |  |
| Academic Performance Points Earned   |  |  | 26      |  |  |
| Academic Performance Total Points Possible   |  |  | 52      |  |  |
| Academic Performance Percent of Points Earned  |  |  | 50.00%  |  |  |
| Academic Performance Percent of Total Framework Points   |  |  | 54.17%  |  |  |
|  |  |  |         |  |  |
| Climate Performance Points Earned  |  |  | 6       |  |  |
| Climate Performance Total Points Possible  |  |  | 8       |  |  |
| Climate Performance Percent of Points Earned   |  |  | 75.00%  |  |  |
| Climate Performance Percent of Total Framework Points  |  |  | 8.33%   |  |  |
|  |  |  |         |  |  |
| Operations Performance Points Earned   |  |  | 20      |  |  |
| Operations Performance Total Points Possible   |  |  | 20      |  |  |
| Operations Performance Percent of Points Earned  |  |  | 100.00% |  |  |
| Operations Performance Percent of Total Framework Points   |  |  | 20.83%  |  |  |
|  |  |  |         |  |  |
| Finance Performance Points Earned  |  |  | 16      |  |  |
| Finance Performance Total Points Possible  |  |  | 16      |  |  |
| Finance Performance Percent of Points Earned   |  |  | 100.00% |  |  |
| Finance Performance Percent of Total Framework Points  |  |  | 16.67%  |  |  |
|  |  |  |         |  |  |
| Performance Framework Points Earned  |  |  | 68      |  |  |
| Performance Framework Total Points Possible  |  |  | 96      |  |  |
|  |  |  |         |  |  |
| Performance Framework Percent of Total Points  |  |  | 70.83%  |  |  |

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

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

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

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

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

Effective date: July 1, 2025

Expiration date: June 30, 2030

**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).**

Students with Disabilities.

1. Compliance. The School shall comply with Minnesota Statute Sections 125A.02, 125A.03 to 125A.24, 125A.65, and 125A.75, concerning the provision of education services to students with a disability at the School.

2. Special Education Director. The School shall employ or contract with a special education director who shall be responsible for program development, coordination and evaluation; planning for professional development and general programmatic and fiscal supervision and administration.

3. Systems & Services. The School shall implement, at a minimum:

(a) a child-find system to identify students with disabilities and students who are suspected of having disabilities; such system will include a procedure for receiving referrals from parents, teachers, outside agencies, and physicians.

(b) a system for conducting comprehensive initial and re-evaluations to determine eligibility for special education and related services.

(c) a full range of special education services to ensure that all students with disabilities are provided with the specially designed instruction and related services based on their disability-related needs.

(d) a system for monitoring appropriate and proper due process procedures to ensure effective and efficient child study procedures and methods of providing special education services for identified students.

4. Financial Parameters. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill certain special education costs not paid by state special education funds to the student's resident district. The combination of state special education funds and the ability to bill to the district certain special education costs enable the School to adequately provide special education services to such children. The School may also access federal special education funds. At such time as the School has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the School shall provide to the Commissioner a further 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 Hmong College Prep Academy is to improve the learning, achievement, and success of all students. The specific conditions for contract renewal that identify performance under the primary purpose as the most important factor in determining contract renewal, are as follows.

The Academic Performance Indicators are worth a total of 52 points out of 96 points possible (54.17%) of the total Performance Framework points possible. Because the majority of points (more than 50%) possible are based on Academic Performance Indicators, performance under the primary purpose of improving the learning, achievement, and success of all students is the most important factor in determining contract renewal.

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

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

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

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

The additional purpose(s) of Hmong College Prep Academy are as follows.

Hmong College Prep Academy intends to meet additional purposes including increasing quality learning opportunities for all pupils, creating new professional opportunities for teachers, and measuring learning outcomes and creating different and innovative forms of measuring outcomes.

The Climate Performance Indicators are worth 8 of the total Performance Framework points possible (8.33%), the Governance Performance Indicators are worth 20 points (20.83%), and the Finance Performance Indicators are worth 16 points (16.67%). 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.

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

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

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

### **School Closure Plan**

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

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

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

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

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

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

|   | Responsible Party | Timeline for Completion | Actual Completion | Status |
|---|-------------------|-------------------------|-------------------|--------|
| <b>Financial and Legal</b>  |                   |                         |                   |        |
| Create an escrow account to cover closure costs. Segregate by School Board resolution in a separate checking account up to \$50,000 in funds to be used for legal, accounting, and other expenses to dissolve the School.   | School            |                         |                   |        |
| Reconcile final General Education Aid amount.   | School            |                         |                   |        |
| Track all Special Education expenditures (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 |
|---|-----------------------|-------------------------|-------------------|--------|
| <b>Notifications and Miscellaneous</b>  |                       |                         |                   |        |
| Notify the Minnesota Department of Education and the Commissioner and schedule the MDE audit, as applicable.  | School and Authorizer |                         |                   |        |
| After an employee termination date is established, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with Applicable Law and regulations (i.e. COBRA), including healthcare, health insurance, life insurance, dental plans, eyeglass plans, cafeteria plans, teacher retirement plans and other. | School                |                         |                   |        |
| Notify employees of eligibility for Minnesota Unemployment Insurance pursuant to any applicable law and regulations. In the event that the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the end of classes, and additional reserve funds should be set aside.   | School                |                         |                   |        |
| Notify the local School district of the closure, including<br>1) the closure date,<br>2) students that they will be getting,<br>3) a phone number/contact person to call for records, and<br>4) notification regarding cessation and transportation services if applicable.<br>Provide the Authorizer with a copy of the notice.  | School                |                         |                   |        |

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

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

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

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

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

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

## Plan to Address Outstanding Obligations for Areas Below Satisfactory Ratings

### 1. MCA-Math (All Students, Students Coming from Lower-Income Households)

To address underperformance in MCA-Math, we are implementing a multi-pronged approach:

- **Adopting New K-5 Curriculum:** A new math curriculum has been adopted for grades K-5 to align with state standards and ensure students build a strong foundational understanding of mathematical concepts.
- **Realigning 6-12 Curriculum:** Grades 6-12 have adopted CPM (College Preparatory Mathematics), which emphasizes problem-solving, collaboration, and conceptual understanding. The curriculum alignment is being reviewed to ensure vertical consistency and alignment with grade-level standards.
- **Tier 2 and Tier 3 Math Interventions (K-5):** As we strengthen our MTSS structures, we are expanding targeted math interventions to support students who need additional help beyond core instruction. Tier 2 interventions provide small-group support focused on skill-building and concept reinforcement, while Tier 3 interventions offer intensive, individualized instruction to close learning gaps. These supports are aligned with formative assessment data to ensure students receive the right level of scaffolding and intervention.
- **Peer-Based Math Tutoring (Grades 6-12):** To further support students in mastering math concepts, we have implemented a peer tutoring program where high-performing math students serve as mentors for their peers. This structured support system not only reinforces learning for struggling students but also deepens the tutors' own understanding of mathematical concepts through teaching.
- **Data-Driven Instruction (DDI):** Weekly PLCs are integral to our improvement strategy. Through DDI, teachers collaboratively analyze student work, benchmark assessments, and formative data to identify errors and misconceptions. This process ensures targeted reteaching and scaffolding, fostering growth across all grade levels.
- **Instructional Coaching to Support Math Instruction:** Our instructional coaches play a critical role in supporting teachers with implementing new math curricula effectively. Through classroom observations, co-planning, and targeted feedback, coaches help teachers refine instructional strategies that promote conceptual understanding and problem-solving. They also facilitate lesson studies and model best practices, ensuring that every student receives high-quality math instruction.

## 2. MCA-Reading (All Students, Students Coming from Lower-Income Households)

Significant changes in the reading curriculum have contributed to improvement:

- **K-5 Implementation of Wonders:** This is our second year with the Wonders curriculum, and we have already observed notable gains in comprehension, vocabulary, and overall reading fluency among students.
- **Adoption of StudySync for Grades 6-9:** This year, we adopted StudySync, a rigorous and engaging program designed to support critical thinking and close reading skills. A key strength of StudySync is its inclusion of culturally diverse texts, ensuring students engage with literature that reflects a wide range of voices, backgrounds, and perspectives. By incorporating texts from historically underrepresented authors, StudySync helps students develop deeper connections to the material, fosters inclusive classroom discussions, and enhances literacy development through meaningful, relevant content. Using our DDI process, paired with pre-planning and data analysis, we are already seeing significant growth in student outcomes.
- **New 10-12 Curriculum:** A curriculum update for grades 10-12 is underway, targeting alignment with state standards and fostering continued development in reading comprehension and analysis.
- **Tier 2 and Tier 3 Reading Interventions:** To meet the needs of all learners, we are strengthening our MTSS framework by providing targeted literacy interventions for students who require additional support. Tier 2 interventions include structured small-group instruction focused on fluency, vocabulary, and comprehension strategies, while Tier 3 interventions provide intensive, one-on-one support for students significantly below grade level. These interventions, paired with progress monitoring tools like Core5 and PowerUp, ensure students receive timely, data-driven support.
- **Instructional Coaching for Reading:** Coaches play a crucial role in supporting teachers with implementing best practices for literacy instruction. They provide ongoing feedback, help teachers analyze student work, and facilitate professional learning on strategies such as scaffolding complex texts, and fostering academic discussions.
- **Implementation of the READ Act through LETRS Training:** In alignment with the Minnesota READ Act, our teachers are undergoing LETRS (Language Essentials for Teachers of Reading and Spelling) training, which provides a comprehensive approach to understanding and teaching the five pillars of reading—phonemic awareness, phonics, fluency, vocabulary, and comprehension. This rigorous, research-based training equips teachers with the knowledge and strategies to ensure all students develop strong literacy skills.



### 3. Students Exiting EL Programming (Grades K-5)

To support students exiting EL programming, we have enhanced both instruction and monitoring:

- **Core5 and PowerUp Programs:** We have adopted Lexia's Core5 and PowerUp programs to provide targeted interventions for language learners. These tools not only strengthen foundational literacy but also serve as tools for ongoing progress monitoring.
- **Integration into DDI:** During DDI meetings, EL progress monitoring data is reviewed alongside other assessment data, ensuring that instructional strategies address specific language development needs and support reclassification criteria.
- **Empowering EL Teachers to Support Classroom Instruction:** We are empowering EL teachers to provide professional development to classroom teachers. This training helps educators better understand their English learners, their proficiency levels, and effective strategies to support language development in daily instruction. By equipping all teachers with these tools, we ensure that language development is integrated into every classroom, creating a more inclusive and supportive learning environment for multilingual students.

### 4. Improvement as Measured by FastBridge-Math (Grades K-12)

Efforts to improve math achievement, as measured by FastBridge, are informed by a focus on overall data trends:

- **K-5 Curriculum Adoption:** The new K-5 math curriculum is focused on building computational fluency, number sense, and problem-solving skills.
- **6-12 Curriculum Alignment:** The realignment of CPM ensures coherence and rigor across grades, better preparing students for advanced math courses and standardized assessments. Additionally, we are integrating **Performance Matters**, a student assessment and reporting platform that helps educators create personalized instruction. This platform streamlines data interpretation, making it easier for teachers to analyze student progress and make data-driven decisions that enhance learning outcomes.
- **Use of FastBridge Data:** While FastBridge data is not utilized weekly, it provides an overarching view of student performance. Teachers analyze FastBridge results during key assessment windows to identify trends and inform instructional adjustments. This data complements weekly PLC discussions, where formative and benchmark data are used to plan interventions and support individual student needs.
- **MTSS-Aligned Math Interventions (K-5):** We are refining our MTSS structures to ensure students at all levels receive the support they need. Tier 2 math

interventions focus on reinforcing foundational math skills in small groups, while Tier 3 interventions provide intensive, targeted instruction for students who need significant support. FastBridge data plays a key role in identifying students for interventions and tracking their progress over time.

- **Peer-Based Math Tutoring (Grades 6-12):** To supplement interventions and promote a collaborative learning culture, we have established a peer tutoring program where high-achieving math students provide structured support to peers who need extra help. This initiative fosters academic confidence, strengthens conceptual understanding, and builds a sense of community-driven learning in mathematics.
- **Instructional Coaching for Data-Driven Math Improvement:** Our coaching team works closely with teachers to deepen their understanding of data analysis and instructional adjustments. Coaches help teachers identify patterns in FastBridge and classroom assessment data, ensuring interventions are aligned with student needs. By focusing on actionable next steps, coaching ensures data leads to meaningful instructional shifts.

By combining curriculum updates, targeted interventions, and data-driven processes, we are confident in our ability to address these areas and achieve improved outcomes for all students.

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

See the following page.

## Hmong College Prep 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 |
|------------------|------------------------------|--|---|-------------------------------|
| Danijela Duvnjak | danijela.duvnjak@hcpak12.org | Ex-Officio Director                                |   |                               |
| Brent Ness       | Brent.ness@hcpak12.org       | Secretary  | Teacher #431899<br>Expires 2027                             | July 2022 - June 2025         |
| Susan Vang       | Susan.vang@hcpak12.org       | Chair  | Parent  | July 2024 - June 2027         |
| Open Seat        |                              | Member   | Community Member  | July 2024 - June 2027         |
| Sonya Zuker      | Sonya.zuker@hcpak12.org      | Vice Chair   | Community Member  | July 2022 - June 2025         |
| Daniel Schmidt   | Daniel.schmidt@hcpak12.org   | Member   | Teacher #503783<br>Expires 2028                             | July 2023 - June 2026         |
| Christine Smith  | Christine.smith@hcpak12.org  | Member   | Parent  | July 2023 - June 2026         |
| Ge Vang          | Ge.vang@hcpak12.org          | Treasurer  | Community Member  | July 2022 - June 2025         |
|                  |                              |  |   |                               |

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

See the following page.

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

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

|                              |                            |
|------------------------------|----------------------------|
| Name:                        | Hmong College Prep Academy |
| Date Filed:                  | 02/07/2003                 |
| File Number:                 | 2B-280                     |
| Minnesota Statutes, Chapter: | 317A                       |
| Home Jurisdiction:           | Minnesota                  |

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



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

Steve Simon  
Secretary of State  
State of Minnesota

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

See the following page.

State of Minnesota

## SECRETARY OF STATE

### CERTIFICATE OF INCORPORATION

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

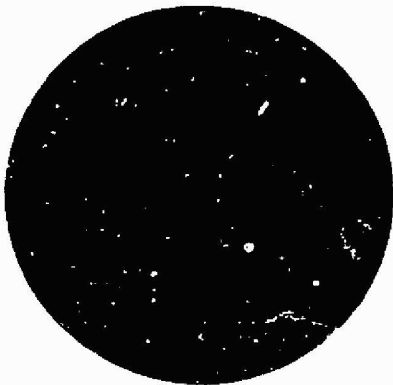
This corporation is now legally organized under the laws of Minnesota.

Corporate Name: HMONG ACADEMY

Corporate Charter Number: 2B-280

Chapter Formed Under: 317A

This certificate has been issued on 02/07/2003.



*Mary Kiffmeyer*  
Secretary of State.





NP-OR  
STATE OF MINNESOTA  
SECRETARY OF STATE

2B-280

ARTICLES OF INCORPORATION  
Business and Nonprofit Corporations

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK.

Please read the directions on the reverse side before completing this form. All information on this form is public information.

The undersigned incorporator(s) is/are (are) individual(s) 18 years of age or older and accept the following articles of incorporation to form a (mark ONLY one):



FOR-PROFIT BUSINESS CORPORATION (Chapter 302A)



NONPROFIT CORPORATION (Chapter 317A)

ARTICLE I NAME

The name of the corporation is:

HONG ACADEMY

(Business Corporation names must include a corporate design, such as Incorporated, Corporation, Company, Limited or an abbreviation of one of those words.)

ARTICLE II REGISTERED OFFICE ADDRESS AND AGENT

The registered office address of the corporation is:

10029 Juniper Avenue North, Brooklyn Park, MN 55443

(A complete street address or rural route and rural route box number is required; the address cannot be a P.O. Box) City State Zip

The registered agent at the above address is:

Pao Yang

Name (Note: You are not required to have a registered agent.)

STATE OF MINNESOTA  
FILED

FEB 07 2013

ARTICLE III SHARES

The corporation is authorized to issue a total of \_\_\_\_\_ shares.

(If you are a business corporation you must authorize at least one share. Nonprofit corporations are not required to authorize shares.)

ARTICLE IV INCORPORATORS

I (We), the undersigned incorporator(s) certify that I am (we are) authorized to sign these articles and that the information in these articles is true and correct. I (We) also understand that if any of this information is intentionally or knowingly misstated that criminal penalties will apply as if I (we) had signed these articles under oath. (Provide the name and address of each incorporator. Each incorporator must sign below. List the incorporators on an additional sheet if you have more than two incorporators.)

Pao Yang 10029 Juniper Ave N. Brooklyn Park MN 55443 Pao Yang  
Name Street City State Zip Signature

LEE CHA YANG 4724 NATHAN CT. SCOTT MN 55378 Lee Cha Yang  
Name Street City State Zip Signature

Print name and phone number of person to be contacted if there is a question about the filing of these articles.

LEE Pao Xiong

Name

388707

(612) 848-9550 x 223

Phone Number



26-280 NP-AM



MINNESOTA SECRETARY OF STATE

AMENDMENT OF ARTICLES OF INCORPORATION

READ INSTRUCTIONS LISTED BELOW, BEFORE COMPLETING THIS FORM.

1. Type or print in black ink.
2. There is a \$35.00 fee payable to the Secretary of State for filing this "Amendment of Articles of Incorporation".
3. Return Completed Amendment Form and Fee to the address listed on the bottom of the form.

CORPORATE NAME: (List the name of the company prior to any desired name change)

Hmong Academy

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.

05/18/2004

Format (mm/dd/yyyy)

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 numbered pages. (Total number of pages including this form 2.)

ARTICLE \_\_\_\_\_

See attachment page for Amendment document.

This amendment has been approved pursuant to *Minnesota Statutes chapter 302A or 317A*. I certify that I am authorized to execute this amendment and I further certify that I understand that by signing this amendment, I am subject to the penalties of perjury as set forth in section 609.48 as if I had signed this amendment under oath.

Christianna Hangz  
(Signature of Authorized Person)

Name and telephone number of contact person: Christianna Hangz (612) 290-9949  
Please print legibly

If you have any questions please contact the Secretary of State's office at (651)296-2803.

RETURN TO: Secretary of State, Business Services Division  
180 State Office Bldg., 100 Rev. Dr. Martin Luther King Jr. Blvd  
St. Paul, MN 55155-1299, (651)296-2803

Make Check Payable to the "Secretary of State". Your cancelled Check is your receipt.

All of the information on this form is public and required in order to process this filing. Failure to provide the requested information will prevent the Office from approving or further processing this filing.

The Secretary of State's Office does not discriminate on the basis of race, creed, color, sex, sexual orientation, national origin, age, marital status, disability, religion, reliance on public assistance, or political opinions or affiliations in employment or the provision of services. This document can be made available in alternative formats, such as large print, Braille or audio tape, by calling (651)296-2803/Voice. For TTY communication, contact the Minnesota Relay Service at 1-800-627- 3529 and ask them to place a call to (651)296-2803.

ADMENDMENT to HMONG ACADEMY ARTICLES OF INCORPORATION

May 18, 2004

The purposes of the Corporation are as stated in its Articles of Incorporation which also includes the following provisions:

- a. Said organization is organized exclusively for educational 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.
- b. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any further federal tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.
- c. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

MAY 26 2004

*Mary Kiffmeyer*  
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.

---

**Amended and Restated****BYLAWS****of****Hmong College Prep Academy (District 4103-07)****May 28, 2025****ARTICLE I: Name and Purpose**

Section I.1 Name. The Name of the corporation is the Hmong College Prep Academy (the “Corporation” or the “Charter School”).

Section I.2 Purpose. The Corporation is organized exclusively for educational purposes including but not limited to, the establishment of a charter school under the laws of the State of Minnesota.

**ARTICLE II: Offices**

Section II.1 The registered office of the Corporation is in the state of Minnesota at 1515 Brewster St., St. Paul, MN 55108, Ramsey County. The Corporation may have such other offices within the state of Minnesota as the Board of Directors may determine or as the affairs of the Corporation require. The registered office may be, but need not be, identical with the principal office in the state of Minnesota.

**ARTICLE III: Membership**

Section III.1 Membership. The Corporation shall have no voting members.

**ARTICLE IV: Board of Directors**

Section IV.1 General Powers. The affairs of the Corporation shall be managed by its Board of Directors. Subject to limitations in the Corporation’s Articles of Incorporation, these Bylaws, Minn. Stat. Chapter 124E, and applicable law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

Section IV.2 Number and Qualifications. At all times, the Board of Directors shall consist of not fewer than five (5) nor more than seven (7) members. At the date of these Amended and Restated by-laws the Board of Directors is a no clear majority and there are seven (7) board members. The composition of the Board of Directors shall be in accord with the provisions of Minn. Stat. § 124E.07 Subd. 3

The specific composition of the Board shall be as follows:

1. Seat A. Teacher Seat (required per Minn. Stat. §124E.07, subd. 3(a)(1)).
2. Seat B. Parent Seat (required per Minn. Stat. §124E.07, subd. 3(a)(2)).
3. Seat C. Community Member (required per Minn. Stat. §124E.07, subd. 3(a)(3)).
4. Seat D. Community/Parent Seat (No requirement).
5. Seat E. Community, Parent or Teacher Seat (No requirement).
6. Seat F. Community/Parent Seat (No requirement).
7. Seat G. Community/Parent Seat (No requirement).

IV.2.a As permitted by Minn. Stat. §124E.07, subd. 3(a), at the invitation of the Board, the Designated School Administrator may serve as an ex-officio nonvoting board member.

IV.2.b As used herein, “Teacher” means a licensed teacher who is (i) employed to provide at least 720 hours of service under a contract between the teacher and either the Corporation or a cooperative association, (ii) qualified as a teacher as defined in Minn. Stat. 122A.16, and (iii) not serve in an administrative capacity for more than 240 hours in a school year.

IV.2.c As used herein, “Parent” means an adult over the age of 21 who is the parent or legal guardian of a pupil enrolled in the Charter School.

IV.2.d No person will be eligible to run for or hold a Director position if, at the time of application or during the term of office (i) such person is under the age 21, (ii) such person is enrolled as a student in the Corporation, (iii) such person is a former employee of the Corporation whose employment contract expired and was not renewed, or whose employment was terminated, or (iv)

such person, or an immediate family member of such person, has been a party to litigation or legal action adverse to the Corporation (but not including legal claims instituted by a parent of a student at the Corporation that involve the student's education) at any time during the five (5) year period prior to the application.

### Section IV.3 Change of Governance Structure.

IV.3.1 The term "governance structure" means having a majority of teachers, a majority of parents, a majority of community members, or having no clear majority. Any change in board governance structure must conform to the requirements of board composition established under Minn. Stat. § 124E.07.

IV.3.b The Board of Directors may change its governance structure only:

- i. by a majority vote of the Board of Directors and a majority vote of the licensed teachers (as defined in section IV.2.b, above); and
- ii. with the Authorizer's approval.

IV.3.c The process and procedures for changing the governance structure shall be as follows.

- i. Requests and Petitions to Change Structure. The Board of Directors may consider a change in its governance structure upon receipt of a request for such consideration signed by at least two Directors, or a petition signed by (A) at least 50% of the parents of students enrolled in the school or (B) at least 50% of the licensed teachers employed at

the school.

ii. Special Board Meeting to Solicit Community Comment. Upon receipt of a request or petition complying with section IV.3.c(i), the Board of Directors shall schedule and publicize a special board meeting to be held within thirty (30) days of receipt of such petition, for the sole purpose of receiving community comment regarding the governance structure. When publicizing the special board meeting, the Board shall also invite the school community to submit written comments to the Board prior to the special board meeting.

iii. Board Meeting. The Board shall place on the agenda of its next regular meeting following the special board meeting consideration of changing the governance structure. Placing the item on the agenda does not require any board member to introduce a motion or second a motion for such consideration.

iv. Effective Date of Change in Governance Structure. Any change in the governance structure in compliance herewith is not effective for the duration of the current Authorizer contract period and will be effective for the subsequent Authorizer contract period and begin on the same date as the effective date of the Authorizer contract next executed between the school and its authorizer.

Section IV.4 Nomination Process. Not less than 90 days prior to the scheduled Board election, the Board of Directors or a Nominating Committee appointed by the Board of Directors will solicit nominations for all of the Board of Director positions that will expire in the current year. The Board of Directors or a Nominating Committee appointed by the Board of Directors will compile the list of nominees and notify the Corporation's Electors (as defined below) of the nominees for each position not less than forty-five (45) days prior to the scheduled election.

Section IV.5 Election of Board Members. Directors shall be elected by Eligible Voters.

IV.5.a "Eligible Voters" staff members employed at the school, including teachers providing instruction under a contract with a cooperative, members of the



board of directors, and all parents or legal guardians of children enrolled in the school are the voters eligible to elect the members of the school's board of directors. An individual who falls into multiple categories (i.e. parent/legal guardian who is also an employee of the Corporation) shall have the right to exercise one (1) vote.

IV.5.b At least 30 days before the election, the Corporation shall inform the Electors of the date of the election. At least 10 days before the election, the Corporation shall issue to the Electors via U.S. Mail or other dependable means notice of the date of the election, the deadline and location to cast votes, the director seats to be filled, and the name and qualifications of the nominees, and provide a means of casting their vote either by written ballot or electronic voting.

IV.5.c The nominee for each seat receiving the highest number of votes shall be elected to such seat. If a nominee(s) qualifies for more than one seat, the nominee receiving the highest number of votes shall have first choice of seats followed by the nominee with the second highest number of votes and so on until such seats have been filled. In the event two or more nominees receive an equal number of votes for a seat, the Board or its designee shall proceed openly to determine by lot which of the nominees shall be declared elected, or as applicable, shall have the first choice of seats. The final ballot count shall be reported by the Board Nominating Committee to the whole Board during the Annual Meeting for final confirmation and approval. The Secretary shall maintain a record of the results of each election.

Section IV.6 Voting. Each member of the Board of Directors shall have the power to exercise one (1) vote on all matters to be decided by resolution of the Board. The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the Board.

Section IV.7 Term of Office. Each Director term shall run for a period of 3 years, commencing when such Director is sworn into office and ending when the succeeding Director is sworn into office. The number of terms a Director may serve on the board is 25. In order to promote Board continuity, the terms shall be staggered so that either 2

or 3 Director terms expire each year.

Section IV.8 Resignation and Removal. Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or the Secretary of the Corporation. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A director may be removed at any time, with or without cause, by a majority of all remaining directors of the Corporation.

Section IV.9 Filling Vacancies. Unless otherwise provided by Minnesota Statutes, Section 317A.227, vacancies on the Board of Directors caused by death, disqualification, resignation, disability, removal, or such other cause shall be filled by appointment of a new director by the affirmative vote of a majority of the remaining directors, even if less than a quorum. A director filling a vacancy shall hold office until the end of the unexpired term for the seat that the Director is filling.

Section IV.10 Compensation. No Director shall receive compensation for their services as a Director. Directors may be reimbursed for reasonable out-of-pocket expenses incurred in connection with serving on the Board of Directors, such as to attend offsite board meetings or training or participate in other approved official business.

Section IV.11 Committees of the Board. The Board of Directors may by resolution passed by a majority of the Board of Directors, designate, define the authority of, set the number and determine the identity of members of one or more committees. Committee members must be natural persons but need not be members of the Board of Directors. The Board may, by similar process designate one or more alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee.

IV.11.a Authority of Committees. Any committee, to the extent provided in these Bylaws or in the resolution creating such committee, shall advise the Board on the subject matter of any such Committee. No committee shall take any action on behalf of the Corporation unless such authority is specifically conferred upon such Committee by the Board of Directors, and in such case, no Committee shall take any act that exceeds the specific power or authority granted to the Committee by the Board of Directors. Committee

actions shall be taken only upon the affirmative vote of majority of the members of the committee. Failure of a Committee to reach an agreement upon any issue before it shall require referral of such issue to the entire Board of Directors.

IV.11.b Procedures for Conducting Meetings. In the event a Committee is granted authority by the Board of Directors to take action on behalf of the Corporation, the activities of all committees of this Corporation shall be conducted in accordance with the provisions of the Minnesota Open Meeting Law, MN. Stat. 13D.01 et.seq., and in such manner as will advance the best interest of the Corporation. Each committee shall be consistent with the Articles of Incorporation, these Bylaws, its charge and the policies of the Corporation. The Board Chair shall be an ex-officio Member of all committees, unless s/he serves as a member of such committees. The meetings of all committees shall be open to attendance by all directors, which directors may participate in any such meeting but may not vote unless such director is a member of the Committee.

IV.11.c Limitation on Authority of Committees. Each committee shall be under the direction and control of the Board and shall keep regular minutes of their proceedings, and all actions of each committee shall be reported to the Board of Directors and shall be subject to revision and alteration by the Board of Directors. Each committee shall meet as provided by its rules, charge or by resolution of the Board of Directors. Notice of all meetings of any committee shall be given to all members of that committee as determined by the committee.

Section IV. 12 Training Requirements: Directors, including ex officio directors, must participate in mandatory board training in compliance with Minn. Stat. 124E.07, Subd. 7.

## **ARTICLE V: Meetings**

Section V.1 Notice. All meetings shall be conducted in compliance with the Minnesota Open Meeting Law, Minnesota Statutes, chapter 13D, as applicable.

Section V.2 Regular Meetings. Regular meetings of the Board of Directors shall be held each month at such times as are set on the school calendar adopted annually by the

Board of Directors. The Board of Directors shall meet no less than ten (10) times per fiscal year. The notice of each such meeting shall designate the time, place and date of such meeting.

Section V.3 Special Meetings. Special meetings of the Board of Directors may be called on not less than three calendar days' notice, at any time, for any purpose, by the Board Chair, and shall be called upon the written request of at least two (2) directors.

Section V.4 Emergency Meetings. Emergency meeting of the Board of Directors may be called at any time for any purpose by the Board Chair, or by any Director, provided, however, that the business addressed at any emergency meeting shall be strictly limited to matters that are emergency matters. The time, place, and method of an emergency meeting shall be as for a special meeting unless the nature of the emergency precludes such time, place, and method, in which event the Board of Directors shall endeavor to meet in such manner as possible under the conditions of the emergency.

Section V.5 Presence at Meetings. Members of the Board of Directors or of any committee, as applicable, may participate in a meeting of the Board of Directors or any committee by means of interactive technology by which all persons participating in the meeting can simultaneously hear and see each other and can hear and see all discussion and testimony presented at any location at which at least one member is present, and such participation at a meeting shall constitute presence in person at the meeting; provided that such participation and the meeting is otherwise conducted in compliance with the Minnesota Open Meeting Law, codified at Minnesota Statutes, chapter 13D.

Section V.6 Attendance at Meeting. Except as otherwise provided under the Minnesota Open Meeting Law, any Director by attendance at a meeting of the Board of Directors and participation therein shall be deemed to have either received or waived notice of such meeting.

Section V.7 Quorum for Board of Directors Meetings. A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such a quorum shall not be present at any such meeting, the director or directors present thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present. Notwithstanding the foregoing, if a quorum is present when a duly called meeting is

convened, and later if directors withdraw from the meeting so that a quorum no longer remains , the directors may to the extent permitted by Minnesota law continue to transact business until adjournment.

Section V.8 Closed Meetings. From time to time, the Board of Directors may determine that a meeting or part thereof should be a closed meeting as permitted by the Minnesota Open Meeting Law, Minnesota Statutes, chapter 13D. In the event a closed meeting is called, the Board shall state on the record the grounds for the closing of the meeting and describe the subject to be discussed in accordance with the Minnesota Statutes, chapter 13D.

### **ARTICLE VI: Officers and Management Employees**

Section VI.1 Number and Election. The officers of the Corporation shall be elected for one (1) year terms by the Board of Directors, and shall consist of a Board Chair, Vice-Chair, Treasurer and Secretary and such other officers as the Board of Directors shall determine from time to time. The number of terms an officer may serve on the board is 25.

Section VI.2 Board Chair. The Board Chair shall directly or by delegation:

VI.2.a Act as the chair of the Board of Directors;

VI.2.b Preside at all meetings of the Board of Directors;

VI.2.c Upon a two-thirds ( $\frac{2}{3}$ ) majority vote of the Board of Directors, the board chair may perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation for the specific time period for which the Board of Directors provided approval; the Board of Directors may, by majority vote, terminate any duties or powers authorized to the chair at any time and for any reason;

VI.2.d Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature, unless otherwise directed by the board;

VI.2.e Have the general powers and duties usually vested in the office of the president; and

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

Section VI.3 Vice-Chair. In the absence of the Board Chair at any meeting, the Board Vice Chair shall act as Chair and undertake all the responsibilities of Board Chair.

Section VI.4 Treasurer. The Treasurer shall directly or by delegation:

VI.4.a Keep accurate accounts of all monies of the Corporation received or disbursed;

VI.4.b Have the care and custody of the corporate funds and securities; may delegate tasks to staff.

VI.4.c Have the power to endorse for deposit all notes, checks and drafts received by the Corporation; may delegate tasks to staff.

VI.4.d Disburse the funds of the Corporation as ordered by the Board of Directors, making proper vouchers therefore;

VI.4.e Render to the Board Chair and the Board of Directors, whenever required, an account of all transactions of the Chief Financial Officer and of the financial condition of the Corporation; and

VI.4.f Perform such other duties and have powers as may from time to time be prescribed by the Board of Directors or by the Board Chair.

Section VI.5 Secretary. The Secretary directly or by delegation shall maintain the office of the Corporation and shall:

VI.5.a Attend all meetings of the members, the Board of Directors and all committees (when requested);

VI.5.b Record all proceedings of the minutes of the members, Board of Directors and committees in a book to be kept for that purpose; may delegate tasks to staff;

VI.5.c Preserve all documents and records belonging to the Corporation; may delegate tasks to staff;

VI.5.d Maintain a list of all members of the Corporation in good standing; may delegate tasks to staff;

VI.5.e Give or cause to be given notice of all meetings of the members and all meetings of the Board of Directors and committees; and

VI.5.f Perform such other duties as may be prescribed by these Bylaws, the Board of Directors or the Board Chair from time to time.

Section VI.6 Management Employees. The Corporation may hire such management and administrative employees as the Board of Directors deems necessary. Such employees shall be appointed in a manner, have the duties and responsibilities and hold their positions for the time prescribed by the Board of Directors.

Section VI.7 Bond. The Board of Directors of this Corporation shall from time to time determine which, if any, of the officers, agents or employees of this Corporation shall be bonded and the amount of each bond.

## **ARTICLE VII: Distribution of Assets**

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

Section VII.2 Cessation and Distribution. When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall



cause the Corporation to discontinue its regular business activities and operations as soon as practicable and shall liquidate and distribute all the Corporation's assets to other entities in accordance with Minnesota Statutes, Section 317A.735 and in accordance with the Articles of Incorporation. Notice of intent to dissolve shall be filed with the secretary pursuant to Minnesota Statutes, Section 317A.723.

### **ARTICLE VIII: Indemnification**

Section VIII.1 Indemnification. Each director, officer and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation as a director, officer, partner, trustee, employee, representative or agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation to the fullest extent permitted by law, including without limitation, pursuant to Minnesota Statutes, chapters 124E, 317A, 466, and other applicable law, except as prohibited by law, including without limitation Minn. Stat. §124E.07, subd. 3 (e)-(f) and any amendment thereto. The Corporation shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors and consistent with applicable law. The Corporation shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law. This Section is and shall be for the sole and exclusive benefit of the individuals designated herein and no individual, firm or entity shall have any rights under this Section by way of assignment, subrogation or otherwise, whether voluntarily or by operation of law.

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

### **ARTICLE IX: Amendments**

Section IX.1 Ability to amend. Subject to the right of the voting members to adopt, amend and repeal these Bylaws as set forth in Minnesota Statutes, Section 317A.181, Subd. 2(b), the power to adopt, amend or repeal the Bylaws is vested in the Board of



Directors. No change to the Bylaws shall be adopted which would alter the purpose of the Corporation as a non-profit, tax-exempt corporation with voting members. Prior to adopting any proposed amendment to these Bylaws, the Corporation shall notify the Authorizer, who may provide review and comment on the proposed amendments at or before the meeting at which the Board will consider such amendments.

Section IX.2 Procedure to Amend The Bylaws of the Corporation may be amended in the following manner:

IX.2.a Any Director may propose an amendment to the Bylaws by a resolution setting forth the proposed amendment and directing that it be submitted for adoption at a regularly scheduled meeting of the Directors or a meeting of the directors called for such purpose.

IX.2.b Notice of the meeting of Directors to consider the proposed amendment, stating the proposed wording, shall be given to each Director.

IX.2.c At such meeting, the proposed amendment may be adopted by an affirmative majority vote of the Directors present; provided the Authorizer has had sufficient time to submit review and comment regarding such proposed amendments to the Board of Directors.

## **ARTICLE X: Financial Matters**

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

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

Section X.3 Authorized Signatures. All check, drafts or other orders for the payment of

money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board of Directors or these Bylaws.

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

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

Section X.6 Documents Kept at Registered Office. The Board of Directors shall cause to be kept at the registered office of this Corporation all records required by the Minnesota Open Meeting Law and originals or copies of:

X.6.a Records of all proceedings of the Board of Directors and all committees;

X.6.b Records of all votes and actions of the members;

X.6.c All financial statements of this Corporation; and

X.6.d Articles of Incorporation and Bylaws of this Corporation and all amendments and restatements thereof.

Section X.7 Fiscal Year. The Fiscal year of the Corporation shall run from July 1<sup>st</sup> of one calendar year to June 30<sup>th</sup> of the following calendar year.

Section X.8 Accounting System and Audit. The Board of Directors shall cause to be established and maintained, in accordance with generally accepted accounting principles applied on a consistent basis, an appropriate accounting and financial reporting system for the Corporation. The Board shall cause the records and books of account of the Corporation to be audited at least once each fiscal year and at such other times as it may deem necessary or appropriate, and may retain such person or firm for such purposes as it may deem appropriate.

Section X.9 Funding Limits. The Board of Directors shall not allocate more than seventy percent (70%) of the total funding received from the State of Minnesota for wages and salaries. The foregoing limitation does not include benefits such as medical and dental

benefits or other benefits or other benefits deemed necessary by the Board of Directors.

#### **ARTICLE XI: Miscellaneous**

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

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

#### **Certification:**

The above Amended and Restated Bylaws were duly adopted and made immediately effective at a meeting of the Board of Directors as stated below.

Adopted: May 28, 2025



Susan Vang, HCPA Board Chair (Jun 23, 2025 16:57 CDT)

Signature

Susan Vang, HCPA Board Chair

Jun 23, 2025

Date

## **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.