



CHARTER SCHOOL CONTRACT

between

Volunteers of America-Minnesota, Authorizer

and

KALIEDOSCOPE CHARTER SCHOOL (#4118), School

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

WHEREAS, the additional purpose of the School is to increase quality learning opportunities for all students.

NOW, THEREFORE, Volunteers of America-Minnesota grants this Contract conferring certain rights, privileges, and obligations of a charter school and confirms the continued status of a charter school to the School. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions.

ARTICLE 1

TERM OF CHARTER CONTRACT

1.1 Effective date: July 1, 2021. Amended December 2021. Amended February 2025.

1.2 Expiration date: June 30, 2026.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this contract: 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.

ARTICLE 2

DEFINITIONS

2.1 "Charter Contract" means this contract between the Authorizer and the School as required by Minnesota Charter School Law, Minn. Stat. § 124E.10.

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 "School Program Description" means the school program parameters agreed upon by the Authorizer and the School for the length of this Contract, as evidenced by Addendum A ("Charter School Program").

2.4 "Charter Law" means the Minnesota Statutes § 124E.10 *et seq.*, as amended, and any rules or regulations adopted by the Education Commissioner relating to this law.

2.5 "Charter School Board" means the Board established to govern the School, as required under Minnesota Statutes § 124E.07.

2.6 The "Authorizer" refers to the Volunteers of America of Minnesota.

2.7 The "School" refers to Kaleidoscope Charter School.

2.8 "Education Commissioner" means the Commissioner of the Minnesota Department of Education or his or her designee.

2.9 "Department" means the Minnesota Department of Education.

2.10 “State” means the State of Minnesota.

2.11 “School information” includes all educational data, as defined in Minnesota Statutes §13.32; any and all data related to employees; any and all complaints filed by the School as required by federal and state law and all complaints filed against the School or any of its employees; any and all investigative files and the results of any investigations; any and all financial information as required to be disclosed under the Minnesota Data Practices Act; and any data or other information that the Authorizer deems reasonably necessary to carry out its role.

ARTICLE 3 RELATIONSHIP BETWEEN THE SCHOOL AND VOLUNTEERS OF AMERICA OF MINNESOTA

3.1 Voluntary Authorization. Volunteers of America of Minnesota qualifies as an authorizer pursuant to Minnesota Statute 124E.10 Subd.3. In granting this Contract, Volunteers of America of Minnesota voluntarily exercises powers given to Volunteers of America of Minnesota pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of Volunteers of America of Minnesota’s autonomy or power.

3.2. Independent Status of the School. The School is not and shall not be deemed to be a division or part of Volunteers of America of Minnesota. The relationship between the School and Volunteers of America of Minnesota is based solely on the applicable provisions of the Charter School Act and the terms of this Contract or other written contracts or written agreements between Volunteers of America of Minnesota and the school. Except as otherwise provided in this Contract, Volunteers of America of Minnesota shall have no authority or control over operational, administrative, or financial responsibility for the School.

3.3. Financial Obligations Are Separate. Any contract 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 Volunteers of America of Minnesota. The School will never pledge the full faith and credit of Volunteers of America of Minnesota for the payment of any School contract, loan, or other instrument of indebtedness.

Any contract or other instrument of indebtedness entered into by Volunteers of America of Minnesota and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. Volunteers of America of Minnesota will never pledge the full faith and credit of the School for the payment of any Volunteers of America of Minnesota contract, loan, or other instrument of indebtedness.

3.4 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 Volunteers of America of Minnesota, nor does the School have any authority whatsoever to make any representations to lenders or third parties, that Volunteers of America of Minnesota in any way guarantees, is financially obligated, or is in any way responsible for any contract, loan or other instrument of indebtedness entered into by the School.

Volunteers of America of Minnesota has no authority whatsoever to enter into any contract or other agreement that would financially obligate the School, nor does Volunteers of America of Minnesota 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, loan or other instrument of indebtedness entered into by the Volunteers of America of Minnesota.

3.5 Limited Use of Volunteers of America of Minnesota Name. The School may not use the name of the Volunteers of America of Minnesota or any assumed name, trademark, division or affiliation of Volunteers of America of Minnesota in any of the School’s promotional advertising, contracts, or other materials without Volunteers of America of Minnesota prior written consent, except that the School may include the following statement in such materials “Kaleidoscope is authorized by Volunteers of America-Minnesota.” Pursuant to Minnesota Statute § 124E.07, Subd.8, the School shall identify Volunteers of America of Minnesota as the authorizer and provide contact information.

ARTICLE 4

LEGAL STRUCTURE

- 4.1 Nonprofit Status. The Charter School Board is organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A.
- 4.2 Articles of Incorporation. The Charter School Board is organized and operated as a nonprofit and within the parameters of their state approved Articles of Incorporation under and by virtue of Minnesota Statutes Chapter 317A. The School must notify the Authorizer of any changes to the Articles of Incorporation approved by the Minnesota Secretary of State.
- 4.3 Bylaws. The Charter School Board is organized and must operate within the parameters of their approved bylaws. The School will notify the Authorizer of any amendments to the bylaws. At its discretion, the Authorizer may provide review and comment on the proposed amendments. The School will consider the Authorizer's review and comment.
- 4.4 Lease Space. The School may lease space from any public or nonsectarian private organization as it deems necessary. If the School intends to lease from a private sectarian organization, it will comply with the provisions of the Charter Law, specifically Minnesota Statutes § 124E.22. Prior to finalizing a lease for space, the School will submit an application to the Department for approval. The School will provide a copy of the Department's decision, to the Authorizer within thirty days of receipt.
- 4.5 Authorized Grades. The School is authorized to serve grades K-12. The School will not expand its present grade levels without approval by the Authorizer and the Education Commissioner, consistent with the Charter Law or Minnesota Statutes § 124E.06, subd.5.

ARTICLE 5 SCHOOL LOCATION

- 5.1 The location of the School is 7525 Kalland Ave, Otsego MN 55301.
- 5.2 The School will notify the Authorizer of any anticipated change in geographical location. At its discretion, the Authorizer may provide review and comment on the proposed change in location. The School will consider the Authorizer's review and comment.
- 5.3 The School will not expand to additional school sites beyond the present location(s) without approval by the Authorizer and the Education Commissioner, consistent with the Charter Law or Minnesota Statutes § 124E.06, subd.5.

ARTICLE 6 OPERATING REQUIREMENTS

- 6.1 Governance Structure. The School shall be governed by a Board of Directors. The School will file changes in the membership of the Board with the Authorizer and Department. The Board will be composed of at least five nonrelated members and include: (1) at least one licensed teacher employed as a teacher at the school or providing instruction under a contract between the charter school and a cooperative; (2) at least one parent or legal guardian of a student enrolled in the charter school; and (3) at least one interested community member who resides in Minnesota and is not employed by the charter school and does not have a child enrolled in the school. The board may include a majority of teachers or parents or community members, or it may have no clear majority. The chief financial officer and the chief administrator are ex-officio nonvoting board members. No charter school employees shall serve on the board other than licensed teachers employed as a teacher at the school. Board bylaws shall outline the process and procedures for changing the board's governance model, consistent with Chapter 317A and Charter Law.

Contractors providing facilities, goods, or services to a charter school may not serve on the board of directors of the charter school. A board may change its governance structure only: (1) by a majority vote of the board of directors and a majority vote of the licensed teachers employed by the school as teachers, including licensed teachers providing instruction under a contract between the school and a cooperative; and (2) with the authorizer's approval. Any change in board governance structure must conform with the composition of the board established under Charter Law.

6.2 Charter School Board Election. Charter School Board elections will be conducted as provided in the Charter Law. Board elections must be held during the school year but may not be conducted on days when the school is closed for holidays, breaks, or vacations. The charter school will notify eligible voters of the school board election dates at least 30 days before the election.

6.3 Background Checks. 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 by Minnesota Statutes § 123B.03, subd.1. The Charter School Board will certify to the Authorizer that background checks have been completed. Consistent with data practices law, the Charter School Board will provide to the Authorizer any adverse information that is revealed as part of the background checks and will evaluate, on a case-by-case basis, membership on the Charter School Board where the background check revealed adverse information.

6.4 Training. Every charter school board member shall attend annual training throughout the member's term on the board. Prior to beginning their term, a new board member must complete training on a charter school board's role and responsibilities, open meeting law, and data practices law. An ex-officio member, who is a charter school director or chief administrator, must complete this training within three months of starting employment at the school. A new board member must complete training on employment policies and practices under chapter 181; public school funding and financial management; and the board's roles and responsibilities regarding student success, achievement, and performance within 12 months of being seated on the board or the individual is automatically ineligible to continue to serve as a board member. A board member who does not complete training within the 12-month period is ineligible to be elected or appointed to a charter school board for a period of 18 months.

Every charter school board member must complete annual training throughout the member's term based on an annual assessment of the training needs of individual members and the full board. Ongoing training includes but is not limited to budgeting, financial management, recruiting and hiring a charter school director or chief administrator, evaluating a charter school director or chief administrator, governance-management relationships, student support services, student discipline, state standards, cultural diversity, succession planning, strategic planning, program oversight and evaluation, compensation systems, human resources policies, effective parent and community relationships, authorizer contract and relationships, charter school law, legal liability, board recruitment and elections, board meetings and operations, policy development and review, and school health and safety. The charter school is responsible for covering the costs related to board training. The charter school must include in its annual report the training each board member completed during the previous year. The board must ensure that an annual assessment of the board's performance is conducted, and the results are reported in the school's annual report.

6.5 Powers. The Charter School Board will provide policy leadership including, but not limited to, long range planning and goal-setting for the School consistent with the school's approved mission; holding the School accountable for meeting its goals; and overseeing and approving an annual budget. The board may not levy taxes or issue bonds.

6.6 Board Operations. All meetings and business of the Charter School Board will comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.

6.7 Frequency of Board 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 at least three days prior to the 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.

6.8 Board Responsibilities. The board of directors shall decide and be responsible for policy matters related to the operation of the school, including budgeting, curriculum programming, personnel, and operating procedures. The board shall maintain a policy on nepotism in employment and other policies required by state or federal law. Charter Law requires that the board maintain personnel evaluation policies and practices that, at a minimum: (1) carry out the school's mission and goals; (2) evaluate the execution of charter contract goals and commitments; (3) evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals; (4) establish a teacher evaluation process; and (5) provide professional development related to the individual's job responsibilities.

6.9 School Web Site. The Charter School Board shall publish and maintain on the school's official Web site all items required by state and federal law and Authorizer, including, but not limited to: (1) the minutes of meetings of the board of directors for at least one calendar year from the date of publication; (2) directory information for members of the board of directors, (3) names of members of committees having board-delegated authority, (4) board meeting calendar, (5) board-approved school budget, (6) School Annual Report, (7) school admissions policy including lottery process that it must use when accepting pupils by lot and early admissions requirements when applicable, (7) Authorizer name and contact information, (8) the name, mailing address, bylaws, minutes of board meetings, and names of the current board of directors of the affiliated nonprofit building corporation.

6.10 Employment Terms and Conditions. The Charter School Board is subject to section Minnesota Statutes Chapter 181.932. When offering employment to a prospective employee, a charter school must give that employee a written description of the terms and conditions of employment and the school's personnel policies.

6.11 Authorization of Employment. The Charter School Board will employ and contract with necessary teachers, as defined by Minnesota Statutes § 122A.15, subd.1, who hold valid teaching licenses issued by the State to perform the particular service for which they are employed at the School.

6.12 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.

6.13 Administrative Leadership. A person, without holding a valid administrator's license, may perform administrative, supervisor, or instructional leadership duties. The Charter School Board will establish and maintain qualifications for persons that hold administrative, supervisory or instructional leadership roles. The qualifications will include at least the following areas: instruction and assessment; human resource and personnel management; financial management; legal and compliance management; effective communication; and board, authorizer, and community relationships. The Charter School Board will use those qualifications as the basis for job descriptions, hiring, and annual performance evaluations of those who hold administrative, supervisory, or instructional leadership roles. The Charter School Board and an individual who does not hold a valid administrative license and who serves in an administrative, supervisory, or instructional leadership position shall develop and maintain a professional development plan. Documentation of the implementation and maintenance of the professional development plan of these persons shall be included in the school's Annual Report.

6.14 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").

6.15 Non-Sectarian Operation. The School will be non-sectarian in its program, admission policies, and employment practices, and for all other purposes.

6.16 Home School Students. The School will not be used as a method of generating revenue for students who are being home schooled pursuant to Minnesota Statutes § 120A.22.

6.17 School Admissions. 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. The charter school shall not distribute any services or goods of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school.

A charter school shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot. The charter school must develop and publish, including on its Web site, a lottery policy and process that it must use when accepting pupils by lot.

A charter school shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot. A charter school may give enrollment preference to children currently enrolled in the school's free preschool or prekindergarten program under section 124E.06, subdivision 3, paragraph (a), who are eligible to enroll in kindergarten in the next school year.

A person shall not be admitted to a charter school (1) as a kindergarten pupil, unless the pupil is at least five years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences; or (2) as a first grade student, unless the pupil is at least six years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten; except that a charter school may establish and publish on its Web site a policy for admission of selected pupils at an earlier age, consistent with the enrollment process in this section.

Once a student is enrolled in the school, the student is considered enrolled in the school until the student formally withdraws or is expelled under the Pupil Fair Dismissal Act in sections 121A.40 to 121A.56. A charter school is subject to and must comply with the Pupil Fair Dismissal Act, sections 121A.40 to 121A.56.

6.18 Reporting to the Authorizer.

(a) Reports. The School will file reports with the Authorizer regarding the program and financial status of the school according to the terms of this Contract and the Volunteers of America of Minnesota Annual Submission Calendar.

(b) Other Reports. The School and the Authorizer will file all reports with the Education Commissioner consistent with the procedures established by the Department.

(c) Violations of Law. The School will promptly notify the Authorizer of all complaints that allege that a violation of state or federal law or regulation has been committed by the School, its employees or agents, unless such reporting would be in non-compliance with a state or federal law.

6.19 Financial Management.

(a) Financial Reports. The School will provide the Authorizer a copy of the annual budget for review and comment prior to its approval by the Charter School Board, if requested by the Authorizer. The School also will provide the Authorizer periodic reports of the financial status of the School.

(b) UFARS and MARSS. The School will utilize the UFARS financial accounting principles and MARSS student accounting requirements.

(c) Audits. The School will comply with the same financial audits, audit procedures, and audit requirements of school districts required in Minnesota Statutes §§ 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 and Authorizer no later than December 31 of each year. The School will make available for review by the Authorizer all financial records at such times as requested by the Authorizer.

(d) Creditors. The School will pay all creditors within 30 days of receipt on an outstanding invoice, pursuant to the State's prompt payment law, Minnesota Statutes § 16A.124, subd.3. 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.

6.20 Transportation. Transportation will be provided for students enrolled at the School in accordance with the Charter Law and other applicable state and federal laws.

6.21 Insurance. Notwithstanding anything to the contrary in this Charter Contract, the School is considered a school district for the purposes of tort liability under Minnesota Statutes Chapter 466. The School Board of Directors shall acquire and maintain at least the amount and types of insurance coverage up to the applicable tort liability limits under Chapter 466.04. The School agrees to provide the Authorizer with certificates of insurance at least annually or as otherwise requested by the Authorizer. The board must submit changes in its insurance carrier or policy to its Authorizer within 20 business days of the change.

**ARTICLE 7
SCHOOL PROGRAM, PERFORMANCE INDICATORS AND EVALUATION**

7.1 Academic Program and Curriculum. The school will implement and adhere to the academic program and curriculum set forth in Addendum A (“School Program Description”).

7.2 Methods of Assessment. The School shall evaluate student’s work based on the assessment strategies identified in this Contract and in its annual report. The School and the Authorizer agree that the School’s operation under the Charter Contract shall be measured by the school performance indicators set forth in this Contract, including academic outcomes, standards for governance, financial management, and school operation as set forth in state and federal law and Addendum B (“School Accountability and Authorizer Oversight System”).

- (1) Regular Assessments. Volunteers of America will monitor student academic achievement by reviewing student testing and assessments.
- (2) Government Required Assessments. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.

The School will comply with the requirements of the Minnesota Graduation Standards, as defined by Minnesota Statutes §§ 120B.02 and 120B.024; and Minnesota Rules parts 3501.0010–.0280.

- (3) District Assessment Plan. The School will annually adopt a Board-approved Assessment Plan. The Plan will utilize a variety of assessment techniques to measure student progress towards state standards. These measures include internal and external assessments. The School will submit the board-approved school Assessment Plan to the authorizer by September 1st annually.
- (4) Test Results. The School will provide the Authorizer results of the Minnesota Comprehensive Assessments at such time they are available.

7.3 Professional Development. The School will ensure that each teacher at the School has a professional development plan that focuses in part on developing quality assessments, measures of student outcomes, and effective teaching strategies. The School will provide the Authorizer with a calendar for planned staff development according to the Volunteers of America-Minnesota Annual Submission Calendar.

7.4 Contract Amendments. The charter contract will be amended as warranted by Minnesota Department of Education approval of an additional school site(s) and/or additional grade levels served, or significant changes in state law. The charter contract may be amended during the term of the contract if the Authorizer and School mutually agree that the school specific academic goals (performance targets) are not attainable.

7.5 VOA-MN Charter School Network Meetings. The School agrees to participate in Volunteers of America of Minnesota Charter School Network Meetings and the Authorizer will monitor the School’s attendance at Network Meetings. The goal of participation in the Network Meetings is to share information and resources, and identify resources, and School agrees to do so. The Network Meetings are comprised of two representatives from each Volunteers of America Minnesota authorized charter school (one person in an administrative position and one person from the Charter School Board). The Authorizer will convene Network Meetings no more than twice annually.

7.6 Service Learning. The Authorizer requires that the School annually engage in planned and meaningful service learning activities. The school will have a Service Learning Plan. The school reserves the right to amend the annual plan as needed. The school should develop a corresponding locally determined method of evaluation to measure the level of student and community engagement and benefit from each service learning opportunity. The school shall include their annual plan for service learning and related evaluation results in the school Annual Report of the following year.

ARTICLE 8

COMPLIANCE WITH STATE AND FEDERAL LAWS

8.1 State Laws. The School shall comply with applicable state laws.

- (1) Students with a Disability. The School shall comply with Minnesota Statutes Chapters A charter school must comply with sections 125A and 124E and rules relating to the education of pupils with a disability as though it were a district. Consistent with the provisions of Minnesota Statutes, 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"). Refer to Addendum C ("Special Education Services").

- (2) Health and Safety. The school will meet all applicable federal, state, and local health and safety requirements applicable to school districts. (Minnesota Statutes § 124E.03, subd.2).
- (3) Immunizations. The School shall comply with Minnesota Statutes § 121A.15, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and hemophilia influenza type B prior to enrollment.
- (4) Human Rights Act. The School shall comply with the Minnesota Human Rights Act, Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public service, or education; and comply with Minnesota Statutes § 121A.04, which governs provisions of equal opportunities for members of both sexes to participate in athletics.
- (5) Student Discipline and Dismissal. The school will comply with the Pupil Fair Dismissal Act.
- (6) Fee Law. The school shall comply with the Minnesota Public Schools Fee Law, Minnesota Statutes §§ 123B.34-.39, which governs authorized and prohibited student fees.
- (7) Annual Report. The School will publish an Annual Report approved by the Board. The report will contain all information required by the Authorizer and the Education Commissioner consistent with the provisions of the Charter Law at § 124E.16, subd.2. The Annual Report will be filed in a timely manner. The School may include other information in the Annual Report. The School will distribute the Annual Report by publication, mail, or electronic means to the Authorizer, school employees, and parents and legal guardians of students enrolled in the charter school and must also post the report on the charter school's official Web site. The reports are public data under Chapter 13.

8.2 Federal Laws. The School shall comply with applicable federal laws.

ARTICLE 9 AUTHORIZER DUTIES

9.1 Oversight Plan. The Authorizer will implement a plan to provide ongoing oversight to determine whether the School is complying with the terms of this Charter Contract and to meet its responsibilities under the law regarding Authorizer oversight. Refer to Addendum A ("School Program Description") and Addendum B ("School Accountability and Authorizer Oversight System"). The Authorizer will use the following five criteria in determining the School's compliance with this Charter Contract:

- (a) Mission and Program Model Implementation. The Authorizer will evaluate whether the School has been faithful to the terms of this Agreement regarding the implementation of the School's design pursuant to the Application submitted to the Department.
- (b) Governance. The Authorizer will evaluate whether the Charter School Board is performing its governance responsibilities.
- (c) Student and school performance. The Authorizer will evaluate whether the performance of the students and the School meet the Authorizer expectations as provided in this Contract and Addendum B ("School Accountability and Authorizer Oversight System").
- (d) Finance. The Authorizer will evaluate whether the School is using its resources in compliance with the law and is engaging in adequate fiscal planning for future years.

(e) Operation of the School. The Authorizer will evaluate whether the School is meeting the administrative requirements of the Charter Law.

9.2 Site-Visits. The Authorizer will conduct a minimum of one formal site visit and one informal site visit in the course of an academic year. Formal site visits will be guided by the Volunteers of America of Minnesota Formal Site Visit Rubric. Volunteers of America of Minnesota may engage in scheduled and unscheduled site-visits at such frequency as determined necessary or prudent by Volunteers of America of Minnesota.

9.3 Authorizer Fee. The Authorizer shall monitor and evaluate the academic, financial, operational, and governance performance of the school (refer also to Addendum B and F), and may for this purpose annually assess a charter school a fee. The School shall pay a fee for Volunteers of America of Minnesota execution of its oversight duties. The fee shall be the maximum fee provided by the Charter Law, except that if Minnesota law is amended to increase this fee, the school will pay the increased fee.

9.4 Liaison. The Authorizer will designate a liaison for the School and will inform the School if the liaison changes. The name of the liaison and the liaison's duties are included in Addendum B ("School Accountability and Authorizer Oversight System").

ARTICLE 10

CAUSES FOR NONRENEWAL OR TERMINATION

10.1 Grounds. The Authorizer may or may not renew the Agreement at the end of the term for any ground listed in Article nine of the Charter Contract. The Authorizer may unilaterally terminate the Agreement during the term of the Agreement for any ground listed in Article nine of the Charter Contract and Addendum B ("School Accountability and Authorizer Oversight System"). The grounds for non-renewal or termination for cause must be consistent with Charter Law.

10.2 Formal Notice. At least 60 business days before not renewing or terminating the Agreement, the Authorizer shall notify the Charter School Board of the proposed action in writing. The notice shall state the grounds for the proposed action in reasonable detail and that the Charter School Board may request in writing an informal hearing before the authorizer within 15 business days of receiving notice of nonrenewal or termination of the Agreement. Failure by the Charter School Board to make a written request for an informal hearing within the 15-business-day period shall be treated as acquiescence to the proposed action. Upon receiving a timely written request for a hearing, the Authorizer shall give ten business days' notice to the Charter School Board of the hearing date. The Authorizer shall conduct an informal hearing before taking final action. The Authorizer shall take final action to renew or not renew a contract no later than 20 business days before the proposed date for terminating the contract or the end date of the contract.

10.3 Termination and Nonrenewal. The Charter Contract may be terminated or not renewed upon any of the following grounds:

- (1) failure to demonstrate satisfactory academic achievement for all students, including the requirements for pupil performance contained in the contract;
- (2) failure to meet generally accepted standards of fiscal management;
- (3) violations of law; or (4) other good cause shown.

If a contract is terminated or not renewed under this paragraph, the school must be dissolved according to the applicable law and the terms of the Charter Contract.

10.4. Mutual Nonrenewal or Termination. If the Authorizer and the Charter School Board mutually agree not to renew the Agreement, a change in authorizers is allowed. The Authorizer and the Charter School Board must jointly submit a written and signed letter of their intent to the Commissioner to mutually not renew the Agreement. If no change in authorizer is approved by the Commissioner, the School and the Authorizer may withdraw their letter of nonrenewal and enter into a new Agreement. 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 the Charter Contract.

10.5 Commissioner Termination for Cause. The Commissioner, after providing reasonable notice to the Charter School Board and the Authorizer, and after providing an opportunity for a public hearing, may terminate the existing contract

between the Authorizer and the Charter School Board if the charter school has a history of:

- (1) failure to meet pupil performance requirements consistent with state law;
- (2) financial mismanagement or failure to meet generally accepted standards of fiscal management; or
- (3) repeated or major violations of the law.

10.6 Dissolution. In the event that the Charter School Board unilaterally votes to close the School or the school must be dissolved under section 10.3 or 10.4 of the Charter Contract, the school must be dissolved according to applicable state and federal laws and the terms of the Agreement. Refer to Addendum E ("School Closure Plan").

ARTICLE 11 GENERAL TERMS

11.1 Amendments. The Charter Contract may only be amended by written agreement executed by both parties.

11.2 Authorizer Authority. Except as otherwise provided by the Charter Contract or Applicable Law, the Authorizer has no authority, control, power, administrative or financial responsibility over the School. This provision does not prohibit the parties from contracting for any services deemed appropriate in the future.

11.3 Assumption of Liability. The School and the Charter School Board may sue and be sued. The School and the Charter School Board accept liability for all actions arising out of, or in any manner connected with, the School's operations.

11.4 Indemnification. The School will assume full liability for its activities and indemnifies and holds harmless the Authorizer. 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. The School agrees not to sue the Authorizer or any of its representatives for any matters that may arise under the Charter Contract. The School and Authorizer acknowledge and agree that the Commissioner, Authorizer, members of the board of the Authorizer in their official capacity, and employees of the Authorizer are immune from civil or criminal liability with respect to all activities related to a charter school they approve or authorize. Notwithstanding Minn. Stat. 3.736, the School shall assume full liability for its activities and indemnify and hold harmless the Authorizer and its officers, agents, and employees from any suit, claim, or liability arising from any operation of the School and the Commissioner and Department officers, agents, and employees.

11.5 Severability. If any provision in the Charter Contract 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.

11.6 Non-agency. It is understood that the School is not the agent of the Authorizer.

11.7 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.

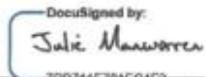
As the authorized representative for the Kaleidoscope Charter School, I hereby certify that the school is able to comply with the contract and all applicable law and that the school, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this contract.

[SCHOOL]

By:  Position: Board Chair
DATE: JUNE 1, 2021

As the designated representative for Volunteers of America of Minnesota, I hereby issue this contract to the School.

[AUTHORIZER]

By:  Position: President / Chief Executive Officer
DATE: JUNE 1, 2021

The charter contract addendums are as follows:

- A. School Program Description
- B. School Accountability and Authorizer Oversight System
- C. Special Education
- D. Signed Board Member Assurances
- E. School Closure Plan

CHARTER CONTRACT AMEUREMENT

Effective date: December 15, 2021

As the designated representatives for Kaleidoscope Charter School, we hereby agree to the contract amendment(s).

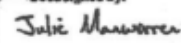

Signature

BOARD CHAIR
Position


Signature

SCHOOL LEADER
Position

As the designated representative for Volunteers of America of Minnesota Charter Authorizing Program, I hereby agree to the contract amendments.

DocuSigned by:

Signature

PRESIDENT / CHIEF EXECUTIVE OFFICER
Position

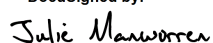
CHARTER CONTRACT AMENDMENT

As the designated representative for KALEIDOSCOPE CHARTER SCHOOL, we hereby agree to the contract amendment(s).


Signature

BOARD CHAIR
Date: January 23, 2025

As the designated representative for Volunteers of America of Minnesota Charter Authorizing Program, I hereby agree to the contract amendments.

DocuSigned by:

Signature

PRESIDENT / CHIEF EXECUTIVE OFFICER
Date: February 24, 2025



Addendum A

FIRST SCHOOL YEAR SERVING STUDENTS: 2004

GRADES SERVED: K-12

GRADES APPROVED TO SERVE: K-12

SCHOOL ADDRESS: 7525 Kalland Ave, Otsego MN 55301

SCHOOL PHONE NUMBER: 763-428-1890

SCHOOL WEBSITE: www.kcsmn.org

SCHOOL MISSION: Our mission is to prepare students for tomorrow by emphasizing academic excellence and character development today.

SCHOOL VISION: Community. Character. Excellence.

SCHOOL PROGRAM DESCRIPTION

Charter School (KCS) is an educational family that cultivates inquisitive leaders who possess integrity and a passion for learning. KCS began operations in the fall of the 2004 -2005 school year and serves students in grades K-12. The program model includes Inquiry-based instruction, ability based instruction, leadership/character development, service learning, and a variety of educational opportunities.

KCS stresses an inquiry-based learning approach to teaching the core academics. In addition to the core academic courses, there is a focus on character education and preparing students for the real world.

At KCS learning is organized around "essential questions." Essential questions are used to help students organized facts into meaningful patterns. Instead of simply memorizing facts, students must organize their knowledge to develop a deeper understanding which enables them to create an answer to the essential questions.

This approach can appear to be less structured than traditional classroom activities, but it allows students to create their own learning and manage their own work. Because of the emphasis on hands on learning, students at KCS are often asked to work collaboratively with their classmates. The student learning created as they answer an essential question will often incorporate academic standards from multiple content areas at the same time.

KCS has focused heavily on PBIS or Positive Behavior Interventions Supports. This program works to explicitly teach students what behaviors are expected and not expected in specific settings. Most importantly, PBIS is focused on the POSTIVE and strives to coach students into making great decisions by identifying and acknowledging things they do well. By working from a strengths based approach, students and staff maintain positive relationships while working to ensure ongoing growth and maintaining high standards.

In 2019-2020, KCS was awarded a grant that allowed us to implement Second Step, a social and emotional development curriculum in grades K-5. This program was explored by staff in the winter of 2020. When we were faced with the impacts of the global pandemic, we felt that the Second Step program was an excellent resource. In the fall of 2020, we intensified our efforts in K-5 by establishing some weekly lesson expectation and administrative coaching/support. Soon after, we expanded our program to include grades 6-8. We feel that the implementation of this program has helped us to significantly address the social and emotional impacts the pandemic has had on our students.

The Real World Ready program is designed to intentionally teach students the values and skills that are needed to become successful members of our community. The program will emphasize character, community service, community building, leadership skills, career exploration, planning for the future, study skills, organizational skills and personal finance.

While many of the values of the program will be introduced in Kindergarten-8th grade, the heart of the program is in our high school where Real World Ready will become a 5th core course in the student schedule. This means that high school students at KCS will be enrolled in a Real World Ready class each year. The time spent in the Real-World Ready courses will engage students in planning for their future. Hands-on, student centered, instruction will be used to help students reflect on who they want to become and create a plan for achieving whatever future goals they may have.

Students in the elementary school have follow a home room model where instruction is integrated for the core subjects within their classroom. They have a specials rotation and will receive instruction in Spanish, Physical Education, Music and Art multiple times a week. Starting in 3rd grade, students will also take a technology course. KCS believes in the research that explicit phonics instruction in the primary grades is one of the biggest factors in helping to ensure that all students read well by 3rd grade. As a result we focus our literacy instruction in the elementary heavily on phonics through our Logic of English program. We also use additional resources to ensure that we are supporting all 5 components of literacy including vocabulary, comprehension and fluency.

In 7th and 8th grade KCS is implementing a block schedule. This provides students with 80 minutes of instruction in the core subjects (math, language arts, social studies, science). The students in 7th and 8th grade will also have access to specials including art, music, technology, Spanish and physical education. Students in the high school have a 7 period day. They will take 5 core classes each day (math, science, social studies, language arts, Real World Ready) and have the opportunity to select 2 electives each semester. The Real World Ready program is mandatory of all students and is designed to teach valuable life skills. Each grade level has a focus in the Real World Ready program including:

9th Grade – Character Development, Study & Organizational Skills

10th Grade – Career Exploration

11th Grade – Personal Finance

12th Grade – Community Service & Creating a Plan for After Graduation

DESCRIPTION OF SCHOOL BOARD GOVERNANCE AND ELECTION PROCESS

The Charter Law requires the board of directors to decide and be responsible for policy matters related to the operation of the school, including budgeting, curriculum programming, personnel, and operating procedures. The board shall maintain a policy on nepotism in employment. The board shall maintain personnel evaluation policies and practices that, at a minimum: (1) carry out the school's mission and goals; (2) evaluate the execution of charter contract goals and commitments; (3) evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals; (4) establish a teacher evaluation process; and (5) provide professional development funding related to the individual's job responsibilities.

Charter School Law requires that every charter school board member attends annual training throughout the member's term on the board. All new board members are required to attend initial training on the board's role and responsibilities, employment policies and practices, and financial management. A new board member who does not begin the required initial training within six months after being seated and complete that training within 12 months of being seated on the board is automatically ineligible to continue to serve as a board member. The school board maintains a record of member board training and sends copies to Authorizer VOA-MN. In summary, the school board is responsible for: Hire/evaluate director; Set & maintain & promote mission, vision, strategic plan; Sign contracts and approve employment matters; Provide oversight of state/MDE, federal and charter authorizer requirements.

Consistent with the Charter School Law, the school notifies eligible voters of the school board election dates at least 30 days before the election. School elections are held on an annual basis at a time and date set by the board and in accordance with statutes. 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.

BOARD COMPOSITION: The Board will be composed of 9 qualified members who are passionate about the school’s success and demonstrate professional expertise in curriculum, instruction, assessment, finance, facilities, law, business management, governance, administration, management, and experience in working with targeted student population.

Board representation: __4__ parents, __4__ teachers and _1__ community member.

Board officers: Chair, Vice Chair, Treasurer, and Secretary.

Committees of the Board: Finance, Personnel, Curriculum & Governance

SCHOOL ADMINISTRATION / MANAGEMENT TEAM

POSITION TITLE	SUMMARY OF POSITION DESCRIPTION / RESPONSIBILITIES
Executive Director	Manages the financial, administrative and educational operations of the district. Recommends changes of policy, program, major purchases and staffing to the School Board. Acts as the chief executive officer of the Board of Education and the chief educational advisor to the Board
Principal	Promotes the success of all students by: administering the day-to-day school operations and resources for a safe, efficient, and effective learning environment; facilitating the development, articulation, implementation and stewardship of a vision of learning that is shared and supported by the school community; and advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and professional growth. Also responsible for implementing a professional development program that consistently enhances the ability of all KCS employees to provide students with a high quality education.
Office Manager	The Office Manager completes a variety of complex financial and technical administrative duties to keep the school office functioning efficiently.

Special Ed Coordinator	The Special Education Coordinator is responsible to design, monitor, and coordinate the district due process rules and regulations and to assure that these procedures are in compliance with state and federal regulations with regard to special education for children with disabilities and to implement special education services which are in compliance with appropriate services for student with disabilities.
Dean of Students/Activities Director	Under the direction of the Principal, the Dean of Students/Activities Coordinator serves as a leader in the planning, coordination, and administration of school activities and programs including student conduct, attendance, athletic and extracurricular programs, and supervision and evaluation of assigned personnel.

SCHOOL FACULTY

POSITION TITLE	SUMMARY OF POSITION DESCRIPTION / RESPONSIBILITIES
Teacher	Educate, teach, facilitate, evaluate and plan lessons for the students of Kaleidoscope Charter School that support the school's goals and objectives in accordance with the school's mission and the Minnesota Department of Education's rules and regulations.
Paraprofessional	Under the direct supervision of a certified staff member, to assist certified professional staff with students in the classroom to meet instructional goals and objectives, and to free certified professional employees from non-professional duties such as proctoring study halls to enable them to make a contribution to other aspects of the educational program, such as curriculum development.
Health Clerk	The major focus the health clerk is the prevention of illness, and the early detection and correction of health problems.
Receptionist	The primary tasks are greeting and directing visitors, responding to inquiries from staff, the public, parents, students, etc. by providing requested information and/or referral to other parties; and, when time permits, providing general clerical support.
Admin Support	The Administrative Support position is responsible for duties related to the organization and operation of the school including, but not limited to marketing, public relations, recruiting and planning for growth of the school.
Lunch Recess Aid	Assist with supervision of students during the lunch hour.

STUDENT RECRUITMENT AND ENROLLMENT PROCESS: Minnesota Statue 124E, set forth certain requirements the School must follow when enrolling students. The School may limit admission to:

- (1) pupils within an age group or grade level;
- (2) pupils who are eligible to participate in the graduation incentives program; or
- (3) residents of a specific geographic area in which the school is located when the majority of students served by the school are members of underserved populations.

The School shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot. The charter school must develop and publish, including on its Web site, a lottery policy and process that it must use when accepting pupils by lot.

The School shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot.

A person shall not be admitted to the School (1) as a kindergarten pupil, unless the pupil is at least five years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences; or (2) as a first grade student, unless the pupil is at least six years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten; except that a charter school may establish and publish on its Web site a policy for admission of selected pupils at an earlier age, consistent with the enrollment process in the aforementioned paragraphs.

The School may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability and may not establish any criteria or requirements for admission that are inconsistent with this subdivision. The School shall not distribute any services or goods of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school. The School will abide by the board approved school enrollment policy and procedures and applicable laws.

ENROLLMENT PROJECTIONS

GRADE	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Kindergarten	49	60	60	65	70	72
1st grade	59	51	60	65	70	72
2nd grade	55	60	60	65	70	72
3rd grade	62	56	60	65	70	72
4th grade	59	58	60	65	70	72
5th grade	54	53	60	65	70	72
6th grade	31	55	40	45	48	48
7th grade	30	33	40	45	48	48

8th grade	47	31	40	45	48	48
9th grade	24	43	40	42	48	48
10th grade	26	22	40	42	48	48
11th grade	28	23	24	42	48	48
12th grade	12	24	24	24	48	48
TOTAL	536	569	608	675	756	768

SCHOOL CALENDAR: In compliance with Minnesota Code §120A.41, the school calendar will include no fewer than 165 instructional days and will meet the following hours of instruction requirements: 425 hours for Kindergarten; 935 hours for grades 1-6; and 1020 hours for grades 7-12. The draft calendar presented here includes 170 instructional days. This leaves sufficient room in the calendar for unexpected events such as snow days.

DESCRIPTION OF SERVICE-LEARNING PLAN: KCS has adopted a plan for implementing service learning. Key components of the plan include:

- A. Staff and students will participate in a school wide service-learning activity each school year.
- B. Each grade level will participate in a minimum of 1 additional service-learning opportunity each school year. In addition, teachers will provide students in class opportunities to prepare for, and reflect on, the experience.
- C. Each faculty member and student will engage in and promote the value of ongoing service to others: within the school, the family, to friends and community.
- D. The school will designate a board or display to exhibit examples of service to others.

DESCRIPTION OF SCHOOL TRANSPORTATION PLAN: KCS plans to contract with Independent School District #728 (Elk River) to provide transportation for families who reside within the district where we are located.

DESCRIPTION OF SCHOOL FACILITY PLAN: KCS is currently operating in a building built and owned by its affiliated building company. The building is approximately 70,000 square feet. While the facility meets the needs we have with our current enrollment, KCS has been experiencing steady growth throughout its existence. Ultimately, with 3 sections in the elementary and only 2 sections in the middle level, eventually we will need to expand our middle and then high school offerings in order to provide space for all KCS students. Before the global pandemic, we had been closely watching enrollment as we were on the verge making plans for a physical expansion. With the impact of the pandemic, those plans have been postponed. It is thought that when recovery from Covid is in place, KCS will once again need to consider additional space in order to meet the needs of all of our learners.

FUTURE PLANS: KCS does not currently have any plans for program expansion. Facilities or site expansion will be guided by a facilities needs assessment which is expected to be completed once the global pandemic has been addressed. Because KCS has larger enrollment in the grades below 6th grade, it is anticipated that future classroom space will be needed to service these students as they reach the secondary levels.

FINANCIAL MANAGEMENT AND BUDGET: The Board will have a standing Budget and Finance Committee which will be tasked with ensuring the school's financial plans are prepared for launch. The school's fiscal year will run from July through June each year, and the final budget will be approved no later than the June Board meeting annually. Budgets will be designed to yield positive net income each year to strengthen the school's fund balance. (three year projected inserted below)

Kaleidoscope Charter School

FY21 Revised Budget

	FY21 Original Budget	FY21 Revised Budget	FY21 Revised Budget II	Change from Revised Budget
ADMs	617.00	550.00	540.00	(10.00)
WADMs	657.00	584.80	573.40	(11.40)
GENERAL FUND				
REVENUES				
State Revenues				
General Education Aid	4,618,590	4,123,823	4,046,183	(77,640)
Q-Compensation	144,407	144,407	144,407	-
Land Endowment Aid	22,602	22,602	22,602	-
Charter School Lease Aid	863,298	768,427	753,448	(14,980)
Long Term Facilities Maintenance	86,724	77,194	75,689	(1,505)
State Special Education	1,389,752	1,347,891	1,347,864	(27)
Literacy Incentive	39,132	39,132	39,132	-
Total State Revenue	7,164,505	6,523,476	6,429,324	(94,152)
Federal Revenues				
Federal - Title I	50,666	101,468	101,468	-
Federal - Title II	21,317	-	-	-
Federal - Title IV	10,000	-	-	-
CRF Funds	-	146,763	145,763	(1,000)
ESSER 90	-	-	40,863	40,863
ESSER 9.5	-	-	3,509	3,509
GERF	-	-	37,387	37,387
Federal - CEIS	14,645	15,053	15,053	-
Federal - Special Education	64,200	64,200	64,200	-
Federal - REAP	48,852	47,186	47,185	(1)
Total Federal Revenue	209,680	374,671	455,429	80,758
Other Local Revenue				
Student Fees - Extracurricular	-	-	-	-
Third Party Billing	-	-	-	-
Student Fees - Kindergarten	-	-	-	-
Student Fees - Elementary (1-4)	-	-	-	-
Student Fees - Secondary (7-8)	-	-	-	-
Interest Earned	4,000	4,000	4,000	-
Facility Use Fee	-	-	-	-
Gifts and Donations	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Cost of Materials for Resale Fundraiser	-	-	-	-
Sales - Fundraisers	-	-	-	-
Total Other Local Revenue	4,000	4,000	4,000	-
TOTAL REVENUES	7,378,186	6,902,147	6,888,753	(13,394)

Kaleidoscope Charter School

FY21 Revised Budget

	FY21 Original Budget	FY21 Revised Budget	FY21 Revised Budget II	Change from Revised Budget
ADMs	617.00	550.00	540.00	(10.00)
WADMs	657.00	584.80	573.40	(11.40)
EXPENDITURES				
Administration				
Salaries and Wages	219,154	217,796	217,796	-
Benefits	78,537	78,324	78,317	(6)
Purchased Services	210,750	210,750	210,750	-
Supplies	56,670	56,670	44,170	(12,500)
Equipment/Furniture	-	-	-	-
Dues/Memberships	111,377	33,850	34,500	650
Total Administration	676,488	597,389	585,533	(11,856)
Educational Programs				
Salaries and Wages	1,425,195	1,359,974	1,248,289	(111,685)
Benefits	428,955	377,636	378,290	654
Purchased Services	2,500	2,500	2,500	-
Supplies	97,200	52,200	52,200	-
Equipment/Furniture	-	-	30,892	30,892
Total Educational Programs	1,953,850	1,792,309	1,712,171	(80,138)
Secondary Education (7-12)				
Salaries and Wages	485,097	491,562	491,562	-
Benefits	144,639	136,313	136,299	(14)
Purchased Services	2,000	2,000	2,000	-
Supplies	55,581	55,581	55,581	-
Extracurricular Activities	58,227	58,227	58,227	-
Total Secondary Education (7-12)	745,544	743,683	743,668	(14)
Q-Compensation				
Salaries and Wages	116,500	116,500	116,500	-
Benefits	18,384	18,384	18,384	-
Total Q-Compensation	134,884	134,884	134,884	-
Title I				
Salaries and Wages	50,466	61,268	61,268	-
Benefits	-	-	-	-
Supplies	200	40,200	40,200	-
Total Title I	50,666	101,468	101,468	-

Kaleidoscope Charter School

FY21 Revised Budget

	FY21 Original Budget	FY21 Revised Budget	FY21 Revised Budget II	Change from Revised Budget
ADMs	617.00	550.00	540.00	(10.00)
WADMs	657.00	584.80	573.40	(11.40)
Title II				
Purchased Services	21,317	-	-	-
Total Title II	21,317	-	-	-
Title IV				
Salaries and Wages	10,000	-	-	-
Total Title IV	10,000	-	-	-
State Special Education				
Salaries and Wages	1,108,879	1,071,714	1,071,714	-
Benefits	300,290	290,943	290,912	(30)
Purchased Services	135,000	135,000	135,000	-
Supplies	-	-	-	-
Total Administration	1,544,169	1,497,656	1,497,626	(30)
Federal Special Education				
Purchased Services	26,200	26,200	26,200	-
Supplies	33,000	33,000	33,000	-
Equipment/Furniture	5,000	5,000	5,000	-
Total Administration	64,200	64,200	64,200	-
Federal CEIS				
Salaries and Wages	14,645	15,053	15,053	-
Total Federal CEIS	14,645	15,053	15,053	-
Federal REAP Grant				
Salaries and Wages	28,228	36,225	36,225	-
Benefits	9,077	10,961	10,960	(1)
Supplies	11,547	-	-	-
Total Federal REAP Grant	48,852	47,186	47,185	(1)
Federal Corona Relief Funds				
ESSER 90%	-	-	40,863	40,863
ESSER 9.5%	-	-	3,509	3,509
GERF	-	-	37,387	37,387
Corona Relief Funds	-	146,763	145,763	(1,000)
Total Federal Corona Relief Funds	-	146,763	227,522	80,759

Kaleidoscope Charter School

FY21 Revised Budget

	FY21 Original Budget	FY21 Revised Budget	FY21 Revised Budget II	Change from Revised Budget
ADMs	617.00	550.00	540.00	(10.00)
WADMs	657.00	584.80	573.40	(11.40)
Instructional Support Services				
Salaries and Wages	295,648	309,475	309,475	-
Benefits	86,098	75,214	75,205	(9)
Purchased Services	10,000	10,000	10,000	-
Supplies	8,650	8,650	8,650	-
Total Instructional Support Services	400,396	403,339	403,330	(9)
Pupil Support Services				
Salaries and Wages	61,672	51,922	51,922	-
Benefits	15,188	9,605	9,604	(1)
Purchased Services	3,000	3,000	3,000	-
Supplies	2,000	2,000	3,000	1,000
Total Pupil Support Services	81,859	66,527	67,526	999
Operations and Maintenance				
Salaries and Wages	-	62,812	47,812	(15,000)
Benefits	-	16,086	16,085	(2)
Purchased Services	377,000	295,400	260,400	(35,000)
Facility Lease Payment	1,101,218	1,101,218	1,101,218	-
Supplies	18,000	33,000	25,000	(8,000)
Equipment/Furniture	-	-	12,314	12,314
Dues/Memberships	22,772	22,772	22,772	-
Total Operations and Maintenance	1,518,990	1,531,288	1,485,601	(45,687)
TOTAL EXPENDITURES	7,265,859	7,141,746	7,085,767	(55,979)
NET INCOME - GENERAL FUND	112,326	(239,600)	(197,015)	42,585
Debt Service Coverage Ratio	1.10	0.78	0.82	0.04
Beginning Fund Balance	2,772,195	2,772,195	2,772,195	-
Ending Fund Balance	2,884,521	2,532,595	2,575,180	42,585
Fund Balance Percentage	38.2%	35.5%	36.3%	0.9%
PPP Proceeds			862,200	
Remaining After Budget			665,185	

Kaleidoscope Charter School

FY21 Revised Budget

	FY21 Original Budget	FY21 Revised Budget	FY21 Revised Budget II	Change from Revised Budget
ADMs	617.00	550.00	540.00	(10.00)
WADMs	657.00	584.80	573.40	(11.40)
FOOD SERVICES				
REVENUE				
State Revenue				
State - Lunch Program / Free Reduced	7,374	-	-	-
State - Breakfast	5,804	-	-	-
State - Milk Program	-	-	-	-
Total State Revenues	13,178	-	-	-
Federal Revenues				
Federal - Lunch Program	13,862	-	-	-
Federal - Free/Reduced Lunch	42,736	275,173	275,173	-
Federal - Breakfast Program	12,867	-	-	-
Total Federal Revenues	69,465	275,173	275,173	-
Other Local Revenues				
Food Service Sales to Pupils	115,000	-	-	-
Food Service Sales to Adults	3,000	3,000	3,000	-
Transfer from Other Funds	77,527	-	-	-
Total Other Local Revenues	195,527	3,000	3,000	-
TOTAL REVENUE	278,169	278,173	278,173	-
EXPENDITURES				
Food Service				
Salaries and Wages	93,895	84,590	84,590	-
Benefits	28,774	25,658	25,656	(2)
Purchased Services	5,000	5,000	5,000	-
Supplies	150,500	150,500	162,927	12,427
Dues/Memberships	-	-	-	-
Total Food Service	278,169	265,748	278,173	12,425
TOTAL EXPENDITURES	278,169	265,748	278,173	12,425
NET INCOME - FOOD SERVICES	-	12,425	-	(12,425)
NET INCOME - ALL FUNDS	112,326	(227,175)	(197,015)	30,160



ADDENDUM B

School Accountability and Authorizer Oversight System

SCHOOL STATUTORY PURPOSES:

- **PRIMARY PURPOSE (M.S. 124E.01):** The primary purpose of mission-driven charter schools is to improve the learning, achievement, and success of all students.

PERFORMANCE STANDARDS / EXPECTATIONS: VOA-MN Academic Performance Standards 1-3.

MEASURE: MCA exams and locally determined supplemental data based on nationally normed assessments.

REPORTING: Progress meeting these expectations is a required element of the Annual Report and Comprehensive Achievement and Civic Readiness Plan.

- **STATUTORY PURPOSE II (MS 124E.01):** Increase quality learning opportunities for all pupils.

PERFORMANCE STANDARD / EXPECTATIONS: VOA-MN Academic Performance Standard 6. Locally determined, board approved annually.

MEASURE: Locally determined, board approved annually.

REPORTING: Progress meeting these expectations is a required element of the Annual Report and Comprehensive Achievement and Civic Readiness Plan.

- **ADDITIONAL PURPOSE (M.S. 120B.11):** The school is to meet the outcomes adopted by the Commissioner for all public school students under Minnesota Statutes § 120B.11 (Comprehensive Achievement and Civic Readiness), applicable to K-12 school students. Specifically: all children are ready for school; all racial and economic achievement gaps between students are closed; all students are ready for career and college; all students graduate from high school.

PERFORMANCE STANDARD / EXPECTATIONS: VOA-MN Academic Performance Standard 7. Locally determined, board approved annually.

MEASURE / GOALS: locally determined, board approved annually for each of the outcomes.

REPORTING: Element of the Annual Report and Comprehensive Achievement and Civic Readiness Plan.

Introduction

As a leading authorizer, Volunteers of America–Minnesota builds its portfolio of high-performing charter schools by only selecting proposals with a strong potential for success. It then ensures that such potential is realized through a unique system of accountability that begins even before a school opens its doors.

VOA-MN is committed to fulfilling its role as a charter school authorizer by holding its schools accountable for a range of results. The accountability system presented in this document ensures that VOA-MN will uphold its legal obligation to make sure the schools it authorizes are reaching (or making adequate progress toward) the goals and benchmarks outlined in its charter contract and Minnesota statute.

VOA-MN uses a standard charter contract with unique school-specific terms that capture different approaches to achieving student success. The individuality of each school will be preserved in the “Academic Program Description” addendum to the charter contract.

Volunteers of America of Minnesota Accountability Plan

According to Minnesota Statute § 124E.01, subd.1, *The primary purpose of charter schools is to improve all pupil learning and all student achievement.* VOA-MN holds the schools it authorizes accountable in five major areas: academic

performance, fiscal management, board governance, management and operations, and legal compliance. Each area may have multiple indicators of success and the charter school's performance on each indicator will be rated as:

- Does Not Meet Standard
- Partially Meets Standard
- Meets Standard

Rating Scale: For each standard, a school earns points for contract renewal as follows:

- 0 = Does Not Meet Standard
- 1 = Partially Meets Standard
- 2 = Meets Standard

Weighting of Performance Measures used during the contract renewal process is as follows:

- 50% weighting: Academic Program (statutory purposes, including primary purpose)
- 20% weighting: Financial Sustainability
- 30% weighting: Organization
 - 15% governance
 - 15% management & compliance

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 and overall performance is accurately reflected.

Contract Renewal Eligibility

VOA-MN schools must achieve at least a Satisfactory Rating (70% of points possible) in the Performance Framework overall and meet the majority of standards in each performance area (Academic, Financial, Organizational Performance) to be eligible for a three-year contract renewal and at least an Exemplary Rating (80% of points possible) in the Performance Framework overall and meet the majority of standards in each performance area to be eligible 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.

Progress meeting VOA-MN Standards is monitored and communicated to schools annually through the school Formal Site Visit Reports and three VOA-MN Charter School Network Reports (academic, finance, governance) and the school specific Annual Scorecards. Renewal contract length is based on an average of school's performance over the term of the contract. Renewal decisions for a three-year or five-year contract term will be based on two and four fiscal years of data respectively.

If a school is performing below standard to receive a three-year renewal contract but has agreed to the authorizer terms and conditions set forth in the School Improvement Plan to correct areas of deficiency, VOA-MN may agree to extend a school's contract (not to exceed five years) to provide additional time for a school to improve performance as an alternative to termination. If sufficient school improvement is not being made by the end of the 1st year of the extension, termination proceedings will commence.

The following is an example of a five-year contract term renewal calculation:

ANNUAL AND CONTRACT RENEWAL CALCULATIONS TABLE					
	YR 1 Rating	YR 2 Rating	YR 3 Rating	YR 4 Rating	Average Rating
ACADEMIC (50%)	%				
FINANCE (20%)	%				
ORGANIZATION (30%)					
BOARD GOVERNANCE (15%)					
MANAGEMENT OPERATIONS (15%)					
TOTAL					

CUMULATIVE TOTAL AVERAGE	
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Intervention and Corrective Action

VOA-MN schools that, prior to their year of contract renewal, fall below a Satisfactory Rating in the Performance Framework overall and/or in any performance area (Academic, Finance, Governance, Management/Operations) must enter into a School Improvement Plan that addresses the specific standards in the Performance Framework where the school performance is below Satisfactory.

Closure Plan

If the school does not meet the terms of the School 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 charter contract.

Three essential questions guide our VOA-MN authorizer oversight and charter school accountability plan.

- **ACADEMIC PROGRAM PERFORMANCE - Is the school’s Learning Program a Success?**

Academic Performance- All public schools, including charters, must fully participate in the state assessments - Minnesota Comprehensive Assessments. Data from state assessments as well as Title 1 Designation consistent with the state North Star system will be compiled and evaluated in the Annual VOA-MN Authorized Charter Schools Academic Performance Report by the authorizer. Charter schools are required to meet the academic performance standards for which they agree to be held accountable in their charter contract. The extent to which a school is meeting their Comprehensive Achievement and Civic Readiness requirements, and additional statutory purposes are also measured in the Learning program section.

The VOA-MN Charter School Authorizing Program publishes annually an Academic Performance Report on their network of authorized charter schools. The report serves as a single annual source of academic program and performance information for all of our VOA-MN operational charter schools. The report contains an analysis of annual and cumulative academic program, performance, and professional development data for each school.

Content from the annual Academic Performance Report also serves as the basis for the school academic performance analysis contained in the statutorily required Contract Renewal Evaluation Reports, including evaluation of the extent to which the school has met their primary purpose, “to improve the learning, achievement, and success of all students” during the contract term.

The VOA-MN determined academic performance standards contained below are uniform for all VOA-MN charter schools. The standards are contained in VOA-MN Charter Contract Addendum B (School Accountability and Authorizer Oversight System) and serve as the basis for both annual authorizer monitoring of school academic performance and contract renewal determinations. *The authorizer reserves the right to have flexibility to reasonably amend these standards /expectations as needed (example: based on cell size being to small). One sample rating scale is imbedded below to provide the reader with context.*

VOA-MN’s academic performance standards/expectations include the following:

Academic Standard 1 - Students are performing well on state examinations in comparison to students at schools they might otherwise attend (with similar demographics) as evidence of meeting their primary statutory purpose of improving the learning, achievement, and success of all students. Imbedded Comprehensive Achievement and Civic Readiness Report standard. A school may also use a nationally normed exam as a supplemental indicator. The “comparison” group will be the nationally-normed group. Data Source: Evidence / Source: Minnesota Department of Education. Scale:

- 2 = School’s average proficiency rate exceeds the average performance of students in schools they might otherwise attend.
- 1 = School’s average proficiency rate meets or exceeds the average performance of students in schools they might otherwise attend in one or two subjects (math, reading and science) but not all three.
- 0 = School’s average proficiency rate is less than the average performance of students in schools they might otherwise attend.

Academic Performance Standard 2 - Over the term of the contract, the school will maintain an average state-determined minimum achievement level of (Improved + Maintained) in math and reading as evidence of meeting their primary statutory purpose of improving the learning, achievement, and success of all students. Evidence / Source: North Star Academic Progress A school may also use a nationally normed exam as a supplemental indicator. The minimum growth level will be the nationally-normed expected growth. Scale:

- 2 = School's achievement level of "increased and maintained" is equal to or higher than the statewide average in both math and reading.
- 1 = School's achievement level of "increased and maintained" is equal to or higher than the statewide average in either math or reading but not both.
- 0 = School's achievement level of "increased and maintained" is below the statewide average in both math and reading.

Alternative Standard 2 for school's grades 9-12 only

Academic Standard 2 (alternative) - Over the term of the contract, the school's four-year adjusted cohort graduation rate will remain above 80%. *Imbedded Comprehensive Achievement and Civic Readiness Report standard: All students graduate from high school. Evidence / Source: Minnesota Department of Education. Scale:

- 2 = School's four-year adjusted cohort graduation rate is 80% or higher.
- 1 = School's four-year adjusted cohort graduation rate is between 75.1%-79.9%.
- 0 = School's four-year adjusted cohort graduation rate is below 75%.

Academic Standard 3 - The difference between the “all-students” proficiency rate in the School and any reportable student group proficiency rate will be reduced over the term of the contract in both reading and math using state examination data as evidence of the School meeting their primary statutory purpose of improving the learning, achievement, and success of all students. Imbedded Comprehensive Achievement and Civic Readiness Report standard: all racial and economic achievement gaps between students are closed. Evidence / Source: Minnesota Department of Education. A school may also use a nationally normed exam as a supplemental indicator. Scale:

- 2 = The difference between the “all-students” proficiency rate and all student group proficiency rates has been reduced.
- 1 = The difference between the “all-students” proficiency rate and at least one student group proficiency rate has been reduced.
- 0 = The difference between the “all-students” proficiency rate and all reportable student group proficiency rates has increased.

Academic Standard 4: All teachers are supported through a school-wide professional development plan that is based on analysis of assessment data and directly linked to improving the learning, achievement, and success of all students. Data / Source: The teacher development plan submitted to VOA-MN by September 1. VOA-MN needs a copy of the report to evaluate this standard. Scale:

- 2 = The school has adopted and followed a school-wide, data-driven professional development plan.
- 1 = The school has a school-wide professional development plan, but the reviewer could not conclude that the plan was tied to data-driven decision-making.
- 0 = The school has not adopted a school-wide professional development plan.

Academic Standard 5: The school is meeting their additional purposes (MS 124E.01, Subd 1; Charter Contract Addendum B). Data Source: School Annual Report. Scale:

- 2 = The school has a plan and is meeting their additional statutory purposes.
- 1 = The school has a plan for meeting their additional statutory purposes and is partially meeting them.
- 0 = The school does not have a plan for meeting their additional statutory purposes and measuring progress.

Academic Standard 6: The school is meeting the Comprehensive Achievement and Civic Readiness goals (MS 120B.11; Charter Contract Addendum B). Data Source: School Annual Report. Scale:

- 2 = The school has a plan for meeting their Comprehensive Achievement and Civic Readiness (CACR) goals. The school met all its CACR goals as reported in the annual summary report submitted to MDE by the deadline established by MDE.

1 = The school has a plan for meeting their CACR goals. The school met some, but not all its CACR goals as reported in the annual summary report submitted to MDE by the deadline established by MDE.
 0 = The school does not have a plan for meeting their CACR goals. The school did not meet any of its Comprehensive Achievement and Civic Readiness goals as reported in the annual summary report submitted to MDE by the deadline established by MDE; or did not submit the annual summary report to VOA-MN.

• **FINANCIAL SUSTAINABILITY – Does the School Exhibit Strong Financial Health?**

Charter schools receive public funds and must meet generally accepted standards of fiscal management. It is VOA-MN's duty to ensure that the schools are responsible stewards of public funds. The charter school shall provide VOA with a copy of its draft and final annual budgets and monthly cash flow projections for each fiscal year by July 1 of each fiscal year. VOA-MN shall use submitted budget and cash flow statements, along with any other relevant information, to determine if the charter school has a realistic balanced budget plan for the current year. VOA-MN shall use the financial statements presented in the charter school's annual financial audit, along with any other relevant information, to determine if the charter school maintained a balanced budget during the prior-year. Schools are expected to have audits that are free of all findings.

The VOA-MN Charter School Authorizing Program publishes annually a School Financial Oversight Report on their network of authorized charter schools. The parties acknowledge that the Minnesota Charter Schools Law requires a charter school to meet generally accepted standards of fiscal management. This requirement has two underlying purposes: to monitor the financial health of the school and compliance with state and federal laws, including proper use of public funds. The report will contain an evaluation of school performance meeting the VOA-MN financial standards.

The VOA-MN determined school financial standards contained below are uniform for all VOA-MN charter schools. The standards are contained in VOA-MN Charter Contract Addendum B (School Accountability and Authorizer Oversight System) and serve as the basis for both annual authorizer monitoring of school financial health and contract renewal determinations. The authorizer will monitor school performance meeting these standards on an ongoing basis and the standards will be evaluated in the annual VOA-MN Network Finance Report. The standards also serve as the criteria for contract renewal determinations. *The authorizer reserves the right to have flexibility to reasonably amend these standards/expectations as needed (example: fund balance standard may be negotiated based on school length of operation or size). One sample rating scale is imbedded below to provide the reader with context.*

VOA-MN's school financial standards/expectations include the following (authorizer reserves the right to amend standards or scale as needed/warranted):

Finance Standard 1: The school maintains a balanced budget (not including a board-approved General Fund balance spend down). Data Source: Original and revised budgets, annual financial audit report, monthly income statements. Scale:

2 = surplus position
 1 = NA
 0 = deficit position

Financial Standard 2: The school is compliant with state and federal financial reporting deadlines and laws (including the proper use of public funds) and the submission of financial items on the VOA-MN Annual Submissions Calendar, excluding the financial audit covered in Standard Three. Data Source: MDE reports including: Preliminary UFARS data, Student ADM, Final UFARS data. Scale:

2 = never missed
 1 = missed 1 time
 0 = missed > 1 time

Finance Standard 3: The School's financial audit is submitted to the Minnesota Department of Education, Office of the State Auditor and the authorizer by December 31. Data Source: Email from the School with attached MDE documentation. Scale:

2 = submitted
 1 = n/a

0 = not submitted

Financial Standard 4: Schools are expected to have audits that are free of all findings. (If the school receives a legal compliance finding for late payment of bills that is also uncovered in the financial analyst's review of the check registers, it will be rated in Standard Four and noted in Standard Five.) Data Source: The School's financial audit report. Scale:

2 = no findings

1 = 1 or more "significant deficiency" finding(s)

0 = 1 or more "material weakness" or legal compliance finding(s)

Finance Standard 5: The School is current on all financial obligations, including, but not limited to: pension payments, payroll taxes, insurance coverage and loan payments. The school reports late payments in the monthly financial reports. Data Source: Monthly check registers, cash flow projections, board meeting agendas and minutes. Scale:

2 = never late

1 = late 1-2 times

0 = late > 3 times

Finance Standard 6: The school provides VOA-MN and school board members with monthly financials. June financial reports may be delayed until year-end journal entries are completed. Monthly financials include at least the following: 1) detailed income/expense report, 2) cash flow projection, 3) check register, and 4) current enrollment (Average Daily Membership). The board should review and approve the financials at each board meeting. (The school is responsible for including a description for each item on the check register and an explanation for any check sequence gaps.) Data Source: Board packets. Scale:

2 = never missed

1 = missed 1-2 times

0 = missed > 2 times

Finance Standard 7: The School develops and maintains a targeted General Fund balance determined by the School Board. For the finance report, VOA-MN also determines a standard for fund balance annually based on items such as school funding trends and funding hold-backs. Data Source: The school's General Fund balance policy, monthly financial reports, board meeting agenda & minutes. Scale:

2 = 20% or >

1 = 15-20%

0 = < 15%

Finance Standard 8: The School Board has a finance committee that meets regularly to review financial reports. Data Source: Board meeting packets, agendas, and minutes. Scale:

2 = 8-12 meetings/year

1 = 5-9 meetings/year

0 = 0-4 meetings/year

Finance Standard 9: All finance committee members exhibit working knowledge of financial oversight. Data Source: School board members queries, board meeting agendas and minutes. Scale:

2 = All committee members have received formal/informal training during the year relating to their roles and responsibilities on the finance committee.

1 = NA

0 = Some committee members have not received formal/informal training during the year relating to their roles and responsibilities on the finance committee.

Finance Standard 10: The school is not in Statutory Operating Debt (SOD). Data Source: School's budget, board meeting agendas and minutes, financial audit. Scale:

2 = not in SOD

1 = n/a

0 = in SOD

SCHOOL BOARD GOVERNANCE & OPERATIONS - Is the organization effective and well run?

- SCHOOL BOARD GOVERNANCE

- SCHOOL MANAGEMENT AND OPERATIONS

- SCHOOL BOARD GOVERNANCE

Effective board governance is essential to the successful start-up and operation of a public charter school. The diversity of charter school board memberships – teachers, parents, community leaders, and volunteers – heightens the importance of consistent expectations and development activities.

The authorizer regularly monitors the performance quality of the school board based on authorizer observations; interviews with the director, board and faculty; and the review of school policies, reports and board meeting minutes. A school must have a governance model that provides quality oversight by ensuring that there are checks and balances between the board and the school administrators.

A school board is responsible for developing, implementing, and assessing policy; defining sound employee relations; conducting open meetings; recognizing and conforming to the legal mandates imposed by state and federal laws; and governing within the limits of a delegation of state authority – as a nonprofit and public-school board. Additionally, the board has an obligation to assess its successes and failures; inform the public of all deliberations and decisions; promote accountability; enhance public understanding of its mission; conform to standards of ethical behavior; provide a framework for setting goals; and develop strategic plans for the accomplishment of those goals.

The VOA-MN Charter School Authorizing Program publishes annually a School Board Governance Report on their network of authorized charter schools. The purpose of this report is to be a single annual source on the board operations and compliance of the eighteen VOA-MN- authorized charter schools. Authorizer VOA-MN also observes a minimum of two school board meetings annually.

The VOA-MN determined school board governance standards contained below are uniform for all VOA-MN charter schools. The standards are contained in VOA-MN Charter Contract Addendum B (School Accountability and Authorizer Oversight System) and serve as the basis for both annual authorizer monitoring of school board performance and contract renewal determinations. The authorizer will monitor school performance meeting these standards on an ongoing basis and the standards will be evaluated in the annual VOA-MN Network Governance Report. The standards also serve as the criteria for contract renewal determinations.

VOA-MN's school board governance standards/expectations include the following (authorizer reserves the right to amend standards or scale as needed / warranted):

Governance Standard 1: The Board of Directors met its governance model requirements laid out in its bylaws and membership requirements as required by Minnesota Statute*. Data Source: The school submits a completed VOA-MN Board Roster Table (template provided by VOA-MN) twice a year to demonstrate compliance with statute and bylaws. The first is submitted by January 15. The second is sent at the end of the fiscal year by June 30. (See the Annual Submissions document.) Scale:

- 2 = The Board structure meets bylaws and state statute.
- 1 = The Board did not meet requirements for the entire fiscal year.
- 0 = The Board's structure does not meet bylaws and/or state statute.

Governance Standard 2: The Board of Directors has the necessary knowledge to carry out the responsibilities contained in Minn Stat § 124E.07, Subd. 6. (Duties), including knowledge in finance/budget, policy/legal, personnel/employment, and education. Data Source: Development/Training Plan (template provided by VOA-MN) including summary of a needs assessment and a calendar of planned board training to meet those needs submitted to VOA-MN by January 5. Scale:

- 2 = The Board has a plan with evidence of training consistent with the plan to ensure members have the necessary knowledge in the areas of finance/budget, policy/legal, personnel/employment, and education.
- 1 = The board has a plan but is unable to provide evidence of completion of board member training to ensure members have the necessary knowledge in the areas of finance/budget, policy/legal, personnel/employment, and education.
- 0 = The Board does not implement a plan to ensure Board members have the necessary knowledge.

Governance Standard 3: The board adheres to an orientation process for bringing on new members. Data Source: The school submits a completed Board Roster Table twice a year that includes information confirming that new board

members received orientation. The first is submitted by January 15. The second is sent at the end of the fiscal year by June 30. Scale:

- 2 = The Board adheres to a thorough process for the orientation of new board members.
- 1 = The Board has a process for the orientation of new board members, but it is not consistently followed.
- 0 = The Board does not have a membership orientation process for new board members.

Governance Standard 4: The Board of Directors complies with initial and ongoing training requirements set forth in Minn. Stat 124E.07, Subd 7 (Training): governance, financial, and employment policies and practices. Data Source: The school submits a completed Board Roster Table twice a year that includes information confirming that provides evidence of board training. The first is submitted by January 15. The second is sent at the end of the fiscal year by June 30. Scale:

- 2 = All Board members comply with Minnesota law regarding board training requirements.
- 1 = One Board member did not fully comply with Minnesota law regarding board training requirements and was removed.
- 0 = More than one Board member did not fully comply with Minnesota law regarding board training requirements.

Governance Standard 5: The Board of Directors completes a self-evaluation each year. Data Source: The results of the board's formal self-evaluation are submitted to VOA-MN by June 30. Scale:

- 2 = The Board completes a formal self-evaluation each year.
- 1 = The Board completes informal self-evaluations during one or more board meeting(s).
- 0 = The board did not complete a self-evaluation.

Governance Standard 6: The Board of Directors will comply with MN Open Meeting Law, Chapter 13D, and maintains a quorum for all board meetings. Data Source: The results of the board's formal self-evaluation are submitted to VOA-MN by June 30. Scale:

- 2 = The Board has no infractions of MN Open Meeting Law.
- 1 = The Board has 1 infraction of MN Open Meeting Law.
- 0 = The Board has 2 or more infractions of MN Open Meeting Law.

Governance Standard 7: The board regularly reviews, updates, and approves its bylaws. The bylaws are consistent with state law. Data Source: School Website, Board Minutes, Bylaws, Interview. Scale:

- 2 = Bylaws are consistent with state law and the board reviews them regularly.
- 1 = Bylaws are consistent with state statute but have not been reviewed regularly.
- 0 = Bylaws are inconsistent with state statute.

Governance Standard 8: The Board of Directors adheres to board member election requirements set forth by state statute*. Data Source: Board Minutes, Bylaws, Board Policies, Interview. Scale:

- 2 = All requirements were met.
- 1 = NA
- 0 = Election requirements were not met.

Governance Standard 9: The Board conducts an annual evaluation (including all aspects of the position description) of the performance of the school leader through a defined annual evaluation process. Data Source: Board Minutes, Evaluation Documentation. Scale:

- 2 = The Board completed a formal evaluation of the school leader including all aspects of the job description.
- 1 = The Board completed an evaluation of the school leader but not on all aspects of the job description.
- 0 = The Board did not complete an annual evaluation of the school leader.

Governance Standard 10: The Board has a board-approved professional development plan for the school director (if applicable as required by Minn. Stat. 124E.12, Subd. 2*). Data Source: School Annual Report. Scale:

- 2 = A professional development plan for the non-licensed individual(s) was documented in the School's Annual Report or the School's Director holds an administrative license.
- 1 = NA
- 0 = A professional development plans for the non-licensed individual(s) was not documented in the School's Annual Report.

Governance Standard 11: The Board of Directors monitors the organization's adherence to school board policies. Data

Source: Board Meeting Minutes, Interview. Scale:

2 = Meeting minutes include three or more examples of the Board monitoring the organization's adherence to school board policies.

1 = Meeting minutes includes one or two examples of the Board monitoring the organization's adherence to school board policies.

0 = Meeting minutes include no evidence of the Board monitoring the organization's adherence to school board policies.

Governance Standard 12: The Board of Directors provides ongoing oversight of school academic performance. Data

Source: Board Meeting Minutes. Scale:

2 = Meeting minutes include evidence of regular oversight of school academic performance.

1 = At least half of the Board meeting minutes include evidence of oversight of school academic performance.

0 = Less than half of the Board meeting minutes or less include evidence of oversight of school academic performance.

Governance Standard 13: The school maintains a high level of parent, teacher and student satisfaction rates based on school conducted surveys and student/faculty retention rates. Data Source: school Annual Report, board minutes, school data, interviews with school leadership. Scale:

2 = All of the following criteria are met: high levels of satisfaction of parent satisfaction is based on survey results of over 80%; high levels of student satisfaction based on achieving over 80% retention rates; and high levels of teacher satisfaction based on achieving over 80% staff retention rates.

1 = Two of three criteria are met: high levels of satisfaction of parent satisfaction is based on survey results of over 80%; high levels of student satisfaction based on achieving over 80% retention rates; and high levels of teacher satisfaction based on achieving over 80% staff retention rates.

0 = Less than two of three criteria are met: high levels of satisfaction of parent satisfaction is based on survey results of over 80%; high levels of student satisfaction based on achieving over 80% retention rates; and high levels of teacher satisfaction based on achieving over 80% staff retention rates.

Governance Standard 14: Board documents are distributed to all board members and VOA-MN at least 3 days prior to a board meeting. Data Source: VOA-MN Authorizing Program Submission Tracking Sheet. Scale:

2 = Board documents were distributed to all Board members and VOA-MN at least 3 days prior to each board meeting.

1 = Board documents were not distributed to all Board members and VOA-MN one or two times.

0 = Board documents were not distributed to all Board and VOA-MN members three or more times.

Governance Standard 15: The Board of Directors maintains a Board Documents Binder which includes meeting minutes, bylaws and articles of incorporation and financial statements; and statutory requirements for posting board related information on the school's website*. Data Source: School Website and Interview. Scale:

2 = A complete Board Documents Binder is kept includes meeting minutes, bylaws and articles of incorporation and financial statements; and the school's website includes the statutory requirements for posting board-related information.

1 = Complete information is available both in a binder and on the school's website; but there are 1-2 incidents of minutes not being posted after board approval.

0 = Information is incomplete in the binder or on the school's website.

Governance Standard 16: The board has a policy review calendar and reviews and updates its policies as needed or required by state law. Data Source: Board Minutes, Policy Review Calendar, Interview. Scale:

2 = The Board has a thorough policy review calendar/plan and review policies as a regular component of regular board meetings.

1 = The Board has a policy review calendar/plan and reviews policies at half or fewer of the regular board meetings.

0 = The Board does not have a calendar/plan for policy review and/or reviews policies at half or fewer of the regular meetings.

- **SCHOOL MANAGEMENT AND OPERATIONS** - Effective day-to-day operations of a charter school support the Learning Program. A well-run school provides an environment in which staff and students can perform at the highest possible level and more effectively reach the school's goals. Management and operations of the school will be monitored and reported by the authorizer using the Formal Site Visit Rubric. The standards also serve as the criteria for contract renewal determinations. The authorizer reserves the right to have flexibility to reasonably amend these standards /expectations as needed (example: based on cell size being to small). One sample rating scale is imbedded below to provide the reader with context.

Authorizer standards / expectations for school management and operations include:

M/O Standard 1: Mission and vision are central to the school's identity and inform all decision-making processes. The school's learning program exemplifies the mission and vision of the school. Data Source: annual school site visits, annual submission calendar document review, discussions with school leadership. Scale:

2 = Mission and vision are central to the school's identity and inform all decision-making processes. The school's learning program exemplifies the mission and vision of the school.

1 = Mission and vision are displayed in the facility, on website and in annual report, but evidence that they guide decision-making and programming are missing.

0 = Mission and vision are not used to guide school's decision-making.

M/O Standard 2: The school has a plan for Service Learning that connects classroom learning with real life lessons that come through service. Data source: annual school site visits, annual submission calendar, document review, discussions with school leadership. Scale:

2 = The school has a plan for Service Learning that connects classroom learning with real life lessons that come through service.

1 = The school has a service-learning plan, but without evidence of a connection between the plan and service activities.

0 = The school does not have a plan for service learning. School does not engage in service.

M/O Standard 3: The school maintains a safe and healthy environment per state and federal guides and board policy. (e.g., facility /ADA, building inspections, student medical / health matters, school drills). Data Source: annual school site visits, annual submission calendar, document review, discussions with school leadership. Scale:

2 = The school can provide evidence that it complies with health and safety requirements for public schools.

1 = The school is making progress approaching standard.

0 = The school could not provide evidence of compliance with health and safety requirements for public schools.

M/O Standard 4 - The School complies with state and federal laws pertaining to data collection, storage, distribution, and privacy. (Minn. Stat. Chapter 13 and Family Educational Rights and Privacy Act (FERPA), and Contract Article 8). Data Source: Annual school site visits, annual submission calendar document review, discussions with school leadership. Scale:

2 = The school has required Data Practice policies with evidence that they are implemented in accordance with federal data practices law and the Minnesota Data Practices Act. There is evidence that board and faculty are trained in Data Practices. There were zero incidents of not following state and federal data practices policies and privacy laws.

1 = The school has required Data Practice policies with evidence that they are implemented in accordance with federal data practices law and the Minnesota Data Practices Act. There is evidence that board and faculty are trained in Data Practices. There was one incident of noncompliance with state and federal data practices policies and privacy laws.

0 = The school does not have one or more required Data Practice policies in place and/or there was insufficient evidence that board and faculty are trained in Data Practices. There has been two or more incidence of noncompliance with federal data practices law and the Minnesota Data Practices Act.

M/O Standard 5: Evidence suggests that the school engages parents and students in ways that build positive relationships and engages them as partners in their child's learning. Data Source: annual school site visits, annual submission calendar document review, discussions with school leadership. Scale:

2 = The school provides ample evidence that the organization engages parents and students in ways that build positive relationships and engages them as partners in their child's learning.

1 = The school is making progress approaching standard.

0 = The school could not provide evidence that it has a plan or activities to engage parents and students in ways that build positive relationships and engages them as partners in their child's learning.

M/O Standard 6: Evidence suggests that the school-teachers are covering the scope and sequence of the state academic standards and engaging in data-driven decision-making. Data Source: annual school site visits, annual submission calendar document review, discussions with school leadership. Scale:

2 = Evidence suggests that the school has established a uniform system to ensure that the school-teachers are covering the scope and sequence of the state academic standards and monitoring student progress toward comprehension.

1 = The school leadership provided some examples of how he/she provides oversight that school-teachers are covering the scope and sequence of the state academic standards, but systemic plan for monitoring progress and data-driven decision-making was lacking.

0 = The school does not have a system established to ensure that school-teachers are covering the scope and sequence of the state academic standards &/or does not engage in data-driven decision-making.

M/O Standard 7: The school employs highly qualified, appropriately licensed teachers. Data Source: annual site visits, annual submission calendar document review, discussions with school leadership. Scale:

2 = The school provides evidence of exemplary hiring processes that ensure teachers are properly credentialed. There have been no license infractions over the contract term.

1 = The school has had two or fewer teacher license infractions and they were swiftly resolved. Evidence suggests that the school has systems to recruit quality licensed teachers.

0 = The school has had multiple license infractions over the contract term.

M/O Standard 8 (former academic standard 4): The school has adopted a formal teacher evaluation process and adheres to the requirements set forth in Minnesota Statute § 122A.40. Data/Source: The teacher evaluation plan submitted to VOA-MN by September 1 and interviews. Scale:

2 = Meets all criteria and is adhered to.

1 = Meets some of the criteria, but no evidence that process is followed.

0 = School has not adopted a teacher evaluation process.

M/O Standard 9: Criminal background checks are conducted on all persons per the board policy and Minn. Stat. 123B.03, Subd.1. Data Source: annual site visits, annual submission calendar document review, discussions with school leadership. Scale:

2 = The school provided evidence that it adheres to statute and policy pertaining to conducting criminal background checks on employees and school volunteers.

1 = NA

0 = The school could not provide evidence that it adheres to statute and policy pertaining to conducting criminal background checks on employees and school volunteers.

M/O Standard 10: The school meets / maintains its enrollment goals. Data Source: annual site visits, annual submission calendar document review, discussions with school leadership. Scale:

2 = The school could provide evidence that it is meeting its annual student enrollment goals.

1 = NA

0 = The school is not meeting its student enrollment goals.

M/O Standard 11: The school institutes a fair and open student admission process that complies with Minnesota law. Data Source: annual site visits, annual submission calendar document review, discussions with school leadership. Scale:

2 = The school provides evidence of adherence with state laws and guidelines pertaining to student admission.

1 = The school provides evidence of adherence with state laws and guidelines pertaining to student admission with 1-2 findings.

0 = The school could not provide evidence of adherence with state laws and guidelines pertaining to student admission.

M/O Standard 12: The school's employment process complies with state and federal law. Data Source: annual site visits, annual submission calendar document review, discussions with school leadership. Scale:

2 = The school provides evidence that its employment process complies with state and federal law.

1 = The school is making progress meeting standard.

0 = The school could not provide evidence that its employment process complies with state and federal law.

M/O Standard 13: The school has defined job descriptions and defined evaluation process for all personnel. Data Source: annual site visits, annual submission calendar document review, discussions with school leadership. Scale:

2 = The school could provide evidence of job descriptions for all employee positions and aligned to an evaluation process.

1 = The school could provide evidence of job descriptions for most employee positions but did not have a defined evaluation process.

0 = The school could not provide evidence of job descriptions for all employee positions and aligned to an evaluation process.

M/O Standard 14: The school complies with IDEA, special education laws and school's TSES plan, including "Child Find." Applicable training is provided to faculty annually. Data Source: annual site visits, annual submission calendar document review, discussions with school leadership, MDE communications. Scale:

2 = The school could provide evidence of compliance with IDEA, special education laws and school's TSES plan, including "Child Find."

1 = The school could provide evidence of compliance with IDEA, special education laws and school's TSES plan, including "Child Find." However, the school has been the subject of MDE complaint investigation with findings.

0 = The school could not provide evidence of compliance with IDEA, special education laws and school's TSES plan, including "Child Find."

M/O Standard 15: The school is not subject to special education investigations by MDE and is not in Corrective Action. Data Source: annual site visits, annual submission calendar document review, discussions with school leadership, MDE communications. Scale:

2 = The school is not subject to special education investigations by MDE and is not in corrective action or is adhering to their plan to resolve concerns.

1 = The school has been the subject of MDE investigations with findings. Progress has been observed to resolve findings.

0 = The school has been the subject of MDE investigations with findings. Findings have not been resolved.

M/O Standard 16: The school is compliant with laws pertaining to special education directors and Advisor Council (SEAC). Data Source: annual site visits, annual submission calendar document review, discussions with school leadership. Scale:

2 = The school could provide evidence that it is compliant with laws pertaining to special education directors and Advisor Council (SEAC).

1 = The school contracts with a special education director but could not provide evidence that it has a SEAC that meets at least annually.

0 = The school could not provide evidence that it is compliant with laws pertaining to special education directors and Advisor Council (SEAC).

M/O Standard 17 - The charter school disseminates information about the school's offerings and enrollment procedures in accordance with Minn. Stat. 124E.17. The school documents its dissemination activities in the school's annual report and in their VOA-MN compliance binder. Data Source: Annual site visits, annual submission calendar document review, discussions with school faculty.

2 = The school could provide evidence of compliance with laws and documentation regarding dissemination of information

1 = The school could partially provide evidence of compliance with laws and documentation regarding dissemination of information.

0 = The school could not provide evidence of compliance with laws and documentation regarding dissemination of information.

Legal and Contractual Compliance - Charter schools are required to follow many state and federal laws pertaining to all public schools and are expected to uphold all provisions of the charter school contract. VOA-MN expects compliance with legal and contractual obligations. Each VOA-MN authorized charter school shall maintain a Compliance Binder on site that includes VOA-MN defined evidence of compliance with state and federal statutes organized in the manner

prescribed by VOA-MN. Additionally, VOA-MN authorized charter schools shall submit information to the authorizer in accordance with the VOA-MN prescribed Annual Submission Calendar. Management and operations of the school will be monitored by the authorizer and reported in the Formal Site Visit Report and additionally as needed. *This section is not scored individually. The compliance binder and submission calendar are systems for ongoing monitoring of school performance and compliance and compliance requirements are imbedded in previous sections.*

ONGOING AUTHORIZER SCHOOL MONITORING

SITE VISITS

One of the most important ways VOA-MN gathers information about the schools it authorizes is through on-site visits. Site visits allow the authorizer to observe the school and engage in discussions with school management. VOA-MN conducts two different types of site visits: Formal and Informal.

- **Formal Site Visit-** Formal Site Visits are typically conducted once per year by a member of the VOA-MN Authorizing Program Leadership Team who interviews key stakeholders and conducts observations. Written feedback is provided to the Board of Directors and school leadership guided by the Site Visit Rubric. VOA-MN staff will provide formal written feedback summarizing observations. The feedback will identify areas of strength and areas that require improvement. If a more serious issue arises from a site visit, VOA-MN may implement an intervention based upon the “Range of Interventions” table.
- **Informal Site Visit-** VOA-MN may conduct informal site visits at any time to fulfill its duties as an authorizer. Reasons for informal site visits may include: investigation of a complaint, determination of readiness to open, follow up on implementation of improvement plans, or documentation of best practices. These visits are typically less formal and may be without notice.

BOARD MEETINGS

Another important component of VOA-MN authorizer oversight is board meeting observations conducted at least twice per year and more often for schools within their first two years after initial charter approval. Authorizer VOA-MN uses the Board Meeting Observation Rubric and provides timely feedback to the school boards. VOA-MN also closely monitors the monthly board meeting minutes and financials of each authorized school and provides feedback to the school as needed.

SCHOOL PUBLISHED ANNUAL REPORTS

The Charter School Law (Minn. Stat. 124E.16) includes requirements for a charter school annual report. Additionally, VOA-MN requires that annual reports include specific elements defined by VOA-MN annually. VOA-MN required elements include how the school is performing based on the three essential questions: Is the student learning program a success? Does the school exhibit strong financial health? Is the organization effective and well-run? The final draft be board approved and posted to the school’s official website. The VOA-MN Annual Report criteria may contain the Comprehensive Achievement and Civic Readiness Report.

AUTHORIZER PUBLISHED SCHOOL PERFORMANCE REPORTS

In addition to the Formal Site Visit Report that each school is provided, VOA-MN will also annually publish three VOA-MN Charter School Network Reports: Academic Performance, Board Governance, and Financial Management. Each school also receives a VOA-MN Annual School Scorecards that measures the extent to which the school is meeting VOA-MN performance standards and “on-track” for renewal. The cumulative purpose of these reports is to assess the ongoing performance of VOA-MN authorized schools regarding academic success, financial sustainability, and organizational effectiveness. The combination of school performance based on the three VOA-MN Annual School Performance Reports / Scorecards, annual Formal Site Visit Reports, informal site visit observations, authorizer observations of board meetings, and ongoing monitoring of school reporting and compliance provides an accountable oversight mechanism for the authorizer, schools, and other organizations. This collective body of evidence will also form the basis for contract renewal decisions.

ANNUAL VOA-MN SUBMISSION CALENDAR

The authorizer will publish an “Annual Submission Calendar” no later than July 1st annually. The Annual Submission Calendar is a document that contains deadlines for various submissions required by the state and/or authorizer VOA-MN

and serves as a primary source for evidence of school compliance with statute and VOA-MN standards. The authorizer monitors school compliance with submission calendar deadlines.



Addendum BII

RANGE OF POSSIBLE INTERVENTIONS		
If VOA-MN has a concern about the School, or if the School fails to make adequate progress towards achieving authorizer contractual standards/expectations for school performance, or to comply with Applicable Law, or other requirements of this contract, VOA-MN shall determine the appropriate intervention. The interventions below need not be implemented sequentially, and VOA-MN will implement these as it sees fit and at its sole discretion.		
Status	Triggered By	May Result In
INTERVENTION LEVEL ONE Notice of Concern	Signs of weak performance identified through routine monitoring; through implementation, compliance, or performance reviews; or by other means. Lack of progress towards meeting contractual performance standards / expectations. Failure to submit required documents on a timely basis. Failure to comply with applicable law or the conditions of the charter contract. Signs of poor financial health or management.	Letter from the Authorizer to the charter school's Board of Directors detailing areas of concern. Authorizer recommendation that the school board institute an oversight plan for performance improvement in the areas where standards were not met.
INTERVENTION LEVEL TWO Notice of Deficiency	Signs of further weakening performance identified through routine monitoring; through implementation, compliance, or performance reviews; or by other means. Failure to meet multiple contractual performance standards/expectations; or repeated failure to meet a single performance standard/expectation. Significant failure to comply with applicable law or the conditions of the charter contract. Continued evidence of poor financial health or management.	Letter from Authorizer to charter school Board of Directors detailing areas of deficiency and action required to address the deficiency. <i>and</i> Authorizer may require charter school Board of Directors to approve a remediation plan containing specific improvement objectives, technical assistance requirements, and schedule for remedial actions to be approved by the Authorizer.
INTERVENTION LEVEL THREE Probationary Status	Continued failure to meet contractual performance standards/expectations or failure to meet objectives of a remediation plan. Continued failure to comply with the applicable law or the conditions of the charter contract. Severe concerns regarding the school's financial viability.	Letter from the Authorizer to charter school Board of Directors detailing reasons for probationary status and action required to address concerns. Remediation plan imposed by the Authorizer. <i>and/or</i> Authorizer may appoint staff or a consultant to specifically monitor implementation of the remediation plan
INTERVENTION LEVEL FOUR Charter Review	Failure to address the terms of Probationary Status. Extended pattern of failure to meet contractual performance standards/ expectations and/or to comply with applicable law or the conditions of the charter contract. Severe and persistent concerns regarding the school's financial viability.	Recommendation to revoke, not to revoke, or to impose lesser sanctions. <i>and/or</i> Decision to commence or not to commence revocation proceedings made by VOA-MN.
INTEVENTION LEVEL FIVE Charter Revocation	Charter Review results in recommendation to revoke.	Commencement of charter revocation proceedings consistent with Minnesota Stat. 124E and the terms of the charter contract.



ADDENDUM B.III.

Charter School Contract Renewal and Revocation Process

Renewal Process

Volunteers of America-Minnesota (VOA-MN) views contract renewal as an on-going process that is engaged in by the Board of Directors, school leadership, and the authorizer throughout the entire life of the school's contract with its authorizer. This process culminates in the authorizer publishing an end of contract evaluation report.

End-of-Term Evaluation

VOA-MN publishes an end-of-contract evaluation report based on information, observations and documentation accumulated throughout the length of the contract. The evaluation is an opportunity to determine the extent to which the school is meeting VOA-MN's expectations of a high-quality charter school. More specifically, we assess the school based on the following three central questions:

- 1) Is the student learning program a success? (Academic Performance)
- 2) Does the school exhibit strong financial health? (Financial Management)
- 3) Is the organization effective and well-run? (Board Governance, Management and Operations, Compliance)

We quantify the school's progress in each area (academic performance, governance, financial management / health, and management/operations) using the system described in B.I. (Rating Scale and Weighting of Performance Measures).

VOA-MN will complete a draft of its end-of-term evaluation of the school and submit the draft for review and comment by school leadership and the board. VOA-MN will then make changes, if necessary, and resubmit a final evaluation and decision of renewal to the school's board. Through ongoing monitoring and the renewal evaluation process, VOA-MN determines whether to renew its contract with the charter school and if so, for what length of time. Contracts can be renewed for up to five years.

Termination or Nonrenewal of a Contract

Consistent with Minn. Stat. 124E.10, Subd.4(b), VOA-MN may act to terminate or not renew a charter under the following grounds:

- (1) *failure to meet the requirements for pupil performance contained in the contract;*
- (2) *failure to meet generally accepted standards of fiscal management;*
- (3) *violations of law; or*
- (4) *other good cause shown.*

At least 60 days before not renewing or terminating a contract, the authorizer shall notify the board of directors of the charter school of the proposed action in writing. The notice shall state the grounds for the proposed action in reasonable detail and that the charter school's board of directors may request in writing an informal hearing before the authorizer within 15 business days of receiving notice of nonrenewal or termination of the contract. Failure by the board of directors to make a written request for a hearing within the 15-business-day period shall be treated as acquiescence to the proposed action. Upon receiving a timely written request for a hearing, the authorizer shall give ten business days' notice to the charter school's board of directors of the hearing date. The authorizer shall conduct an informal hearing before taking final action. The authorizer shall take final action to renew or not renew a contract no later than 20 business days before the proposed date for terminating the contract or the end date of the contract.

Example VOA-MN Timeline for Contract Renewal Process

Item	Responsible Party	Timeline
School Program Description Completed by Charter School	Renewing School	February-March
The School will complete and submit their proposed Program Description (contract Addendum A) for review by VOA-MN. Once the content of the document is agreed upon - including curriculum, interim assessments, and future plans, it will be incorporated into the renewal contract.		
Authorizer formal end-of-term evaluation draft completed and submitted to renewal school for review	Authorizer	April
End-of-term evaluation comments completed	Renewing School/Bd	April-May
Draft contract submitted to renewing school for comment	VOA-MN	April –May
Contract approved and signed	VOA-MN	May-June
Contract approved and signed	Renewing Board	May-June

If Terminating/Not Renewing

Item	Responsible Party	Timeline
Request a public hearing	Board	Within 15 business days of termination or nonrenewal notice
Final contract termination/renewal decision	VOA-MN	Within 20 business days of the contract end date if not renewing or terminating



KALEIDOSCOPE CHARTER SCHOOL

Special Education Services

KALEIDOSCOPE CHARTER 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 Minnesota Statutes § 124E.21, 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"). The School will deliver services in accordance with IDEA, board policies, and best practices.

The School will provide special education services in compliance with all state and federal guidelines. The teaching staff will provide strategies and instructional techniques that support the learning needs of each learner. The School will continue to contract with a Special Education Director for oversight and assistance maintaining a compliant system that meets the needs of the student population.

The School will plan for child-find activities, initial assessments, reassessments, IEP planning and service delivery as dictated by special education laws. The School will use a combination of employment and contracted services to meet the needs of identified special education students.

Responsibilities of the Board:

- Approve and monitor school budget revenues and expenditures related to special education. Require regular updates by school management regarding state special education reporting and financial reimbursements. Review and approve special education program expenditures.
- Approve the hiring of necessary and essential special education staff and contracted services.
- Monitor school management's oversight of special education faculty and contractors.
- Monitor school management's oversight of required special education program and financial reporting to the state.
- Collaboratively with school management, ensure that the school facility is ADA compliant and supports the continuum of special education services for students with disabilities. A charter school may not deny persons with disabilities, including parents and students, the benefits of programs and activities offered at its school because of inaccessible facilities.

Responsibilities of the School Management:

- Monitor school compliance with the board-approved Total Special Education Services Plan (TSES). Every Minnesota school district, including charter schools that are districts, is required to have a Total Special Education System (TSES).

- Monitor and supervise special education faculty and contractors.
- Maintain and report financial data related to special education programs as required by Minnesota Statute § 125B.07, Subd.6 “Data Acquisition Calendar.”
- Provide oversight of the school budget related to special education revenue and expenditures.
- Supervise special education faculty to ensure that each student with an IEP is receiving all special education supports identified in the student's IEP.
- Arrange appropriate and ongoing staff development regarding the delivery of special education and related services.

As a result of this expectation, the Authorizer will:

- Annually review student school application forms, policies and procedures for compliance with the Individual with Disabilities Education Act (IDEA) and Section 504 of the Americans with Disabilities Act.
- Regularly monitor school compliance with the board-approved Total Special Education Services Plan (TSES). Every Minnesota school district, including charter schools that are districts, are required to have a Total Special Education System (TSES).
- Regularly monitor compliance with state reporting requirements as required by Minnesota Statute § 125B.07, Subd.6 “Data Acquisition Calendar.”
- At least annually interview the school Special Education Director and staff to monitor program accountability and compliance.
- During site visits, monitor ADA compliance and whether or not facilities support the continuum of special education services for students with disabilities. A charter school may not deny persons with disabilities, including parents and students, the benefits of programs and activities offered at its school because of inaccessible facilities.
- Monitor school compliance with state and federal special education educator licensing requirements and reporting.

Addendum D



COMPLIANCE AGREEMENT

The undersigned members of the BOARD OF DIRECTORS of KALEIDOSCOPE CHARTER SCHOOL agree to comply with all federal and state laws governing organizational, programmatic and financial requirements applicable to charter schools.

1. Jim Baul
Board Member Signature

Jason Baul
Printed Name

2. MB Zachman
Board Member Signature

Michelle B Zachman
Printed Name

3. Josh Christenson
Board Member Signature

Josh Christenson
Printed Name

4. Deby Ziesmer
Board Member Signature

Deby Ziesmer
Printed Name

5. Margaret Reis
Board Member Signature

Margaret Reis
Printed Name

6. Renee L Sues
Board Member Signature

Renee Sues
Printed Name

7. Sharlet Mullen
Board Member Signature

Sharlet Mullen
Printed Name

Charter School Closure Plan

Item	Description of Required Actions	Responsible Party	Completion Date	Status
Immediate Board Actions				
1	Establish <i>ad hoc</i> School Board Committee for wind-up / restructuring ☐ Designate School contact person(s) to send and receive communications from the VOA-MN; ☐ Designate employees or School Board members who will handle various aspects of winding up of School operations; ☐ Provide contact information, and list of employees / School Board members and correspondent responsibilities to the VOA-MN. ☐ Instruct contact persons to heed notification requirements for time sensitive notifications, if any.	Board		
2	Reserve Funds Segregate by Board resolution in a separate checking account up to \$45,000 in funds to be used for legal, accounting and other expenses to execute this Closure Plan and to dissolve the School Corporation.	Board		
Notifications and Further Actions				
3	Notification of Parents / Guardians Within 10 days after charter revocation, notify parents / guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following: ☐ * date of the last day of regular instruction; ☐ * cancellation of any planned summer school; ☐ * notice to parents that enrollment of children in their district of residence or other school is mandatory under state law for children that are six years of age or older; ☐ * a listing of the names of charter, parochial, public and private schools in the area. ☐ * offer of copies of student records before the CHARTER REVOCATION. ☐ Provide the VOA-MN with a copy of the notice.	Board Chair or School Director		
4	Final Report Cards and Student Records Notice	School Director		

	Within 10 business days after CHARTER REVOCATION, provide parents / guardians with copies of final report cards and notice that records, which include information about any formal suspension, expulsion, and exclusion disciplinary action under sections 121A.40 to 121A.56, will be transferred to the student's school district of residence. Notice shall include specific contact information for the resident school district. ☐ The notice must advise the parent/guardian to contact the school where the student intends to enroll and have the new school request a transfer of records from the school being closed. ☐ Provide the VOA-MN with a copy of the notice.			
5	Transfer of Student Records and Testing Material No later than 10 business days after Authorizer Notice of CHARTER REVOCATION / CLOSURE, the school must provide parents of enrolled students information and assistance to enable the student to re-enroll in another school. Within ten business days of closing the charter school, the closed school must transfer each student's educational records to the student's school district of residence, including: ☐ Individualized Education Programs (IEPs) and all records regarding special education and supplemental services; ☐ student health / immunization records; ☐ attendance records; and ☐ all other student records. Student transmitted records information must include any formal suspension, expulsion, and exclusion disciplinary action under sections 121A.40 to 121A.56. The school must provide notice to a student and the student's parent or guardian that formal disciplinary records will be transferred as part of the student's educational record, in accordance with data practices under chapter 13 and the Family Educational Rights and Privacy Act of 1974, United States Code, title 20, section 1232(g). All end of school year grades and evaluations must be completed and made part of the student records, including any IEP / Committee on Special Education meetings / progress reports. As noted above, parents / guardians should be offered copies of students' records before CHARTER REVOCATION / CLOSURE. Testing material, including scores, test booklets, and annual data files etc. required to be maintained by the School by the State Education Department must also be forwarded to each pupil's resident school district.	School Director		

6	Notification of the Commissioner, School District, and Parents / Guardians of Enrolled Students Within 7 business days after the charter revocation, the School must notify school district(s) of students' residence regarding the termination of the education program and lack of future enrollment. ☐ If applicable, notification regarding cessation of food and transportation services should be provided. ☐ Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment. ☐ Provide VOA-MN with a copy of the notice.	Board Chair or Secretary Authorizer will notify Commissioner		
7	Notification of Funding Sources / Charitable Partners Within 7 days after CHARTER REVOCATION, all other sources of the School's operational funding must be notified in writing of the closure of the School as well as charitable partners of the School. ☐ The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from charitable partners as long as the charity is aware of the School's closure / restructuring status. ☐ Charities with property on the premises of the School should be notified to remove same as soon as possible or after CHARTER REVOCATION, whichever is appropriate.	Board Chair or Treasurer		
8	Notification of Contractors and Termination of Contracts Within 20 days after charter revocation, formulate a list of all contractors with contracts in effect, and notify them regarding cessation of current school operations at CHARTER REVOCATION. ☐ If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property. ☐ Provide the VOA-MN with a copy of such notice. ☐ Retain records of past contracts with proof that they were fully paid (<i>see</i> Records Retention, below) to prevent spurious claims. As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or wind-up of the School. ☐ Telephone, gas, electric, water, insurance (premises and D&O insurance, <i>see</i> below)	Board Chair or Treasurer		

	should remain operative through the CHARTER REVOCATION and to the extent necessary to wind up the School's affairs beyond that time.			
9	Notification of Employees and Benefit Providers After an employee termination date is established, but in no event later than 60 days before CHARTER REVOCATION, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Further 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: ☐ health care / health insurance; ☐ life insurance; ☐ dental plans; ☐ eyeglass plans; ☐ cafeteria plans; ☐ 401(k), retirement plans; and ☐ pension plans. ☐ TRA ☐ PERA Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted. Employees should be notified of eligibility for unemployment compensation. (In the event 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 CHARTER REVOCATION, and reserve funds should be set aside for this purpose.) See School Wind-Up Plan and Action regarding payment of taxes, below.	Board Chair or designee		
10	Notification of Food and Transportation Services and Cancellation of Contracts Within 20 days after the charter revocation, or earlier if required by the contractual notice requirements, cancel school district or private food and/or transportation services for summer school and next school year.	Board Chair or Secretary		
11	Notification of VOA of MN Regarding Lawsuits As soon as possible after receiving notice and/or service of process regarding litigation against, or initiated by, the School, School Board or School employees, notify the VOA of MN and provide copies of legal papers received. The School has an ongoing obligation to keep the VOA-MN informed regarding such litigation,	Board Chair or Secretary		

	including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.			
Assets, Creditors and Debtors				
12	List of Creditors and Debtors; UCC Search Within twenty (20) days after the charter revocation, formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. ☐ This list is not the same as the contractor list, above, but may include contractors, which should be listed. ☐ Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. Security interests may be recorded and filed pursuant to the Uniform Commercial Code (UCC) with the county and State of Minnesota, and may include all of the assets of the School Corporation or specific assets in which a creditor has an interest as long as such debt remains outstanding. ☐ A UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached. ☐ Debtors include persons who owe the school fees or credits, lessees or sub-lessees of the School, and any person holding property of the School. ☐ Provide a copy of the list of creditors to the VOA-MN with the amount owed to each creditor thereon and the amount owed by each debtor.	Board Chair or Treasurer		
13	Notification to Creditors Within thirty (30) days after the charter revocation, the School must notify all creditors of its closure. The School should solicit from each creditor a final accounting of the School's accrued and unpaid debt owed to such creditor. This figure should be compared to the School's calculation of the debt and be reconciled between the parties. To the extent possible, the School negotiates a settlement of debts, which is ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.	Board Chair or Treasurer		
14	Notification to Debtors Within thirty (30) days after the charter revocation, the School must contact all debtors and demand payment. To the extent collection efforts are unsuccessful, the School may turn the debt over to commercial debt collection agencies. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.	Board Chair or Treasurer		

15	School Wind-Up Plan and Action The School Corporation shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of directors. Priority should be given to continuing the School's educational program through the end of the school year and retaining funds to complete the wind-up process. ☐ The initial plan should be adopted within 20 days of charter revocation, and be updated at least bi-weekly with copies to the VOA-MN. The plan should include, but not be limited to, the following. ☐ Termination of non-essential personnel and cancellation of non-essential services prior to CHARTER REVOCATION. ☐ Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments). ☐ Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors. (See Liquidation of Assets, below.) ☐ Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and (if the School Corporation does not submit or the board of directors do not approve a renewal application), for dissolution. ☐ Cancellation of corporate credit cards and lines of credit. ☐ Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the School Corporation, and employment, contract and School Board status of those authorized to sign for the School. ☐ Status reports on the implementation of the School Wind-Up Plan to be submitted to the VOA-MN through Interim Statements and a Final Statement (below).	School Board and School Director		
16	Protection of Assets; Insurance The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration. ☐ Existing insurance coverage should be maintained on the assets until the disposal of such assets. In accordance with the Wind-Up Plan.	Board Chair or Designee		

	☐ Continue existing insurance for School Facility, vehicles and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets are sold, respectively. ☐ Negotiate School Facility insurance with entities that may take possession of School Facility – lenders, mortgagors; bond holders, etc., if possible. ☐ Appropriate security services should be obtained or maintained. ☐ Action may include moving assets to secure storage after closure or loss of the School Facility.			
17	Inventory No later than 30 days prior to CHARTER REVOCATION, <u>all</u> of the School’s assets must be inventoried with item #'s and quantities and/or its inventory updated. ☐ All assets of the School, not just ones over a certain dollar value must be inventoried. ☐ Provide VOA OF MN with a copy of the inventory. ☐ Identify assets belonging to other entities (school district, county, municipality, health department, Authorizing foundation, vendors, PTA, etc.), including those borrowed or loaned. ☐ Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. ☐ Return assets not belonging to School and document same.	Board Chair & School Director		
18	Liquidation of Assets Assets must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest (above), the secured party should be contacted. ☐ Pursuant to MN Statute 317A.735, no asset may be given away, except as authorized by law. In cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction, it may be permissible to give away or discard such assets. However, this should be cleared from the largest or sole creditor(s) in advance. School Board members and their relatives as well as employees and students of the School should not purchase any asset unless the purchase is disclosed to the School Board and the disclosure is made a matter of record in the School Board’s minutes and approved by a majority of the non-interested members of the School Board.	School board chair and treasurer		

19	D&O Insurance Maintain existing directors and officer's liability (D&O) insurance, if any, until final dissolution of the School Corporation. If no such D&O insurance exists, disclose this fact to the board of directors.	School Board		
20	Interim Statements No later than 10 days after CHARTER REVOCATION, prepare, and submit to the VOA of MN, an interim statement in a form satisfactory to the VOA of MN, of the status of all contracts and other obligations of the School Corporation, and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing: ☐ all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School or School Corporation outstanding, including principal and accrued interest, as of the date of the interim report; and ☐ all amounts owed to the School Corporation by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and ☐ all income generated through sale or auction of assets and any other change in status of assets. The School will prepare and submit such statements to the VOA-MN at 30-day intervals until the final statement (below) is prepared and submitted.	School board chair or designee		
21	Final Statement At a date to be determined by the VOA-MN, anticipated to be no later than 90 days after CHARTER REVOCATION, no later than 10 days prior to the filing of a dissolution proceeding, the School shall prepare to the full satisfaction of the VOA of MN a final statement of the status of all contracts and other obligations of the School Corporation, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing: ☐ all assets and the value and location thereof, whether such asset has been distributed to creditors in satisfaction or payment of any existing debt obligation; and ☐ each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and ☐ statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and ☐ each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest. ☐ This statement is submitted to the VOA-MN in the form in which it will be sworn and submitted	School board chair or designee		

	to the MN Attorney General and/or MN Secretary of State as part of any dissolution proceeding. ☐ This statement is in addition to the final Financial Statement Audit (below).			
Corporate Records / Accounting				
22	Final Financial Statement Audit The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1st of the calendar year in which the School ceases instruction.	School Board		
23	Closeout of State and Federal Grants State, federal and other grants must be closed out, including: ☐ notification to the grant entity of the School closure; and ☐ filing of any required expenditure reports or receipts and any required program reports. The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.	School Board		
24	U.S. Dept. of Education Filings File Federal form 269 or 269a if the School was receiving funds directly from the United States Department of Education. See 2 CFR 200.334-200.338.	School Board		
25	IRS Status; Reports The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following: ☐ notification to IRS regarding any address change of the School Corporation; and ☐ filing of required tax returns or reports (e.g., IRS form 990 and Schedule A). ☐ If the School Corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to the VOA of MN.	School Board		
26	Corporate Records In all cases, the School Board shall maintain all corporate records related to: ☐ Loans, bonds, mortgages and other financing; ☐ Contracts; ☐ Leases;	School Board		

	☐ Assets and asset sales; ☐ Grants -- records relating to federal grants must be kept in accordance with 2 CFR 200.334 – 200.338. ☐ Governance (Minutes, by-laws, policies); ☐ Employees (background checks, personnel files); ☐ Accounting/audit, taxes and tax status, etc; ☐ Personnel, ☐ Employee benefit programs and benefits; and ☐ Student summary test data files ☐ Any items listed in this Closure Plan.			
Dissolution / Final Distribution of Assets				
27	Resolution of Dissolution The Board of Directors must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.	School Board Chair		
28	Dissolution If the School Corporation dissolves, the Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include: ☐ a complete statement of all assets, their location and an estimate of their value; and ☐ a statement of the ascertainable debts of the education corporation. Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container. Copies of all papers related to dissolution should be sent to the VOA-MN. Members of the Board are empowered to continue in office even after the expiration of the Charter and dissolution of the School Corporation for the purpose of winding-up and settling the affairs of the School Corporation, and after the dissolution of the School Corporation.	School board secretary		
29	Final Distribution of Assets All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations.	School board chair or designee		

	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 in the school district or to the school district. ☐ An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. (In case of later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.) ☐ In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations.			
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