



TESFA INTERNATIONAL SCHOOL  
*Global Minds with Minnesota Hearts*

**BOARD WORK SESSION AGENDA**

***6:00 p.m. June 4, 2018***

**Meeting Location: 1555 40<sup>th</sup> Avenue NE, 1st Floor, Columbia Heights, MN 55421**

1. Call to Order
2. Reflections, Lessons and Learning from the First Three Years
  - a. What information and advice can we share with board members?
  - b. Hopes and dreams for the future of Tesfa?
3. Recognition of outgoing board members
  - a. Helen Fisk
  - b. Midi Hansen
  - c. Tanya Heifort
  - d. Mike McFadden
4. Adjournment

**Mission**

*Tesfa International School is committed to providing an equitable and empowering education for all. Our scholars will engage in a transdisciplinary curriculum supported by conceptual and inquiry based learning. Side-by-side with dedicated educators, scholars will develop the knowledge, skills and characteristics necessary for active citizenship throughout the world.*



TESFA INTERNATIONAL SCHOOL  
*Global Minds with Minnesota Hearts*

**BOARD MEETING AGENDA**

***7:00 p.m. June 4, 2018***

**Meeting Location: 1555 40<sup>th</sup> Avenue NE, 2<sup>nd</sup> Floor, Columbia Heights, MN 55421**

1. Call to Order
2. Approve Agenda
3. Approve Minutes May 14, 2018
4. Certify Election Results
5. Financial Items
  - a. Enrollment Trends Final FY18 ADM 168.37
  - b. May Financial Report
  - c. Personnel Recommendations
  - d. Business Contract Recommendation
  - e. Food Service Contract
6. New Business
  - a. Appoint Data Practices Official - Mohamed Selim
  - b. Volunteers of America Contract Renewal
  - c. 2017-2018 Academic Growth Progress Report & 2018-2019 Academic Improvement Planning Update
7. VOA authorizer input/update
8. Public Comments
9. Adjournment

**Mission**

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# BOARD MEETING MINUTES- DRAFT

Monday 6:00 PM

Location of Meeting: Tesfa International School

Call to order: Patrick Exner called to order the meeting at  
6:27 PM on May 14, 2018

Board Members/Director Present or Absent:

Tanya Heifort (Board Chair/Community Member)	Absent
Midi Hansen (Board Secretary/Community Member)	Present – arrived at 6:27
Patrick Exner (Community Member)	Present
Helen Fisk (Community Member)	Present
Mike McFadden (Community Member)	Absent
Jonas Beugen (Director/Ex-officio)	Present
Mohamed Selim (Assistant Director/Ex-Officio)	Present
Amir Orandi (Parent Member)	Present –

Guests and Community Members Present:

## **Tesfa International School**

**Mission:** Tesfa International School is committed to providing an equitable and empowering education for all. Our scholars will engage in a transdisciplinary curriculum supported by conceptual and inquiry based learning. Side-by-side with dedicated educators, scholars will develop the knowledge, skills, and characteristics necessary for active citizenship throughout the world.

**Vision:** Our students will be prepared for a successful transition to the most rigorous and challenging middle school programs. Through their experience at Tesfa, students will be held to the highest of standards both academically and socially, to prepare the students for college and careers, as well as with the leadership skills required of active and productive citizens in the 21st century. Through access and equity, students will follow a pathway to success for them and their communities.

## **AGENDA and MINUTES**

Subject	<b>Approval of the Agenda</b>		
Motion	Motion to approve the agenda		
Made by	Helen Fisk	Seconded	Amir Orandi

Discussion							
Vote		Yea	4	Nay	0	Abstain	0
Decision	Motion passed unanimously.						

Subject	<b>Approval of the Minutes</b>						
Motion	Motion to approve the minutes as presented from February 12, 2018 and March 12, 2018.						
Made by	Helen Fisk		Seconded		Amir Orandi		
Discussion							
Vote		Yea	3	Nay	0	Abstain	1
Decision	Motion passed unanimously.						

### FINANCIAL REPORT

Subject	<b>Enrollment</b>						
Motion							
Made by			Seconded				
Discussion	ADM is 171/168. Enclosed in the board packet was an enrollment update based on families that have signed up and those that have given feedback to Jonas. He feels confident that they will be able to get to 210. The outreach person has been signing up families and working to get more enrollees. There was discussion around the value of the outreach person and whether the projections are reasonable without a larger percentage of completed enrollment forms. It was brought up that there needs to be a formal job evaluation of the recruiter .						
Vote		Yea		Nay	0	Abstain	
Decision							

Subject	<b>March/April Financials</b>						
Motion	Motion was made to accept the budget as presented.						
Made by	Helen Fisk		Seconded		Patrick Exner		
Discussion	It was noted that in many of the contracted services, we are well over budget. The biggest items in the contracted services had to do with cost that incurred during the move. Tech costs were a factor. There was a change from the March budget, 94% of the budget, to the April 30 <sup>th</sup> budget, now at 147%, 47% over the budget. Repairs and Maintenance is over budget as well as Custodial Services. It was suggested that Jonas look into the circled items so that he can report back to the Board with clarification on these items. There was discussion around the \$13,776 for school web services. It was paid to Ascension Development Group. It was suggested that this should have been brought to the board for approval prior to hiring this particular vendor. It seemed like an expensive item. They did the website for Beacon Academy. Jonas would like the new board to include some clarity in the protocols as to what action items need to be brought to the board prior for approval. <b>Jonas will come back to us next month about the budget areas where they are egregiously over budget and the Treasury Committee will develop protocol around Board notification for expenses over \$10,000.</b>						
Vote		Yea	4	Nay	0	Abstain	0
Decision	Motion passed unanimously.						

<b>Subject</b>	<b>Personnel Recommendation</b>						
<b>Motion</b>	Motion to approve the personnel recommendation as presented.						
<b>Made by</b>	Midi Hansen	Seconded		Amir Orandi			
<b>Discussion</b>	The majority of positions are filled and noted in the Board packet. There is 1 more homeroom teacher to hire, a ½ time Phy. Ed. and 2 SPED positions. Jonas believes that the change to the salary schedule enabled them to retain many of the quality teachers, as well as entice some international, high quality candidates. Non-licensed teachers will be included in next month's personnel recommendations.						
<b>Vote</b>		Yea	4	Nay	0	Abstain	0
<b>Decision</b>	Motion passed unanimously.						

### OLD BUSINESS

<b>Subject</b>	<b>Election Update</b>						
<b>Discussion</b>	All the names that were on the slate are uncontested and will be sent home.						

<b>Subject</b>	<b>FY 19 School Calendar</b>						
<b>Motion</b>	Motion to approve the calendar as presented.						
<b>Made by</b>	Helen Fisk	Seconded		Amir Orandi			
<b>Discussion</b>	The calendar was reworked and is being presented with a longer school day, 30 minutes, on M-Th. There will be an early release every Friday for Staff Development. There were 5 additional contact days added to the calendar. Staff that had experienced early release on Fridays promoted this schedule. It also helped the Specialist schedule with a M-Th format,						
<b>Vote</b>		Yea	4	Nay	0	Abstain	0
<b>Decision</b>	Motion passed unanimously.						

<b>Subject</b>	<b>School Name</b>						
<b>Motion</b>							
<b>Made by</b>		Seconded					
<b>Discussion</b>	Name will remain the same for right now and will be revisited in the future.						
<b>Vote</b>		Yea		Nay	0	Abstain	0
<b>Decision</b>							

### NEW BUSINESS

<b>Subject</b>	<b>2017-18 Calendar Change – Snow Day April 16, 2018</b>						
<b>Motion</b>	Motion to approve snow day on April 16, 2018.						
<b>Made by</b>	Helen Fisk	Seconded		Midi Hansen			
<b>Discussion</b>							
<b>Vote</b>		Yea	4	Nay	0	Abstain	0
<b>Decision</b>	Motion passed unanimously.						

<b>Subject</b>	<b>Corporate Borrowing Loan Resolution</b>						
<b>Motion</b>	Motion to approve the Corporate Borrowing Loan						
<b>Made by</b>	Patrick Exner	Seconded		Helen Fisk			

Discussion							
Vote		Yea	4	Nay	0	Abstain	0
Decision	Motion passed unanimously.						

Subject	<b>2018-19 Contract Service Updates</b>						
Motion							
Made by				Seconded			
Discussion	It was requested that there be a list of criteria for the hiring of the Business Managers prior to the Board deciding on which company to hire. It was discussed whether they should be in house or off site. The Board is responsible for hiring the Business Managers. The Board requests that there be a presented process and criteria so that Board knows what is taking place in the process. It is imperative that the Board give input on the candidates. It was requested that the Board be given information about the current candidates, and the opportunity to ask questions and give feedback. Taking that into account, the Director will come to the next meeting with a recommendation. Questions and feedback need to be received by Friday, May 25 <sup>th</sup> .						
Vote		Yea		Nay	0	Abstain	0
Decision							

Subject	<b>Employee Insurance Options 2018-19</b>						
Motion							
Made by				Seconded			
Discussion	The same insurance plans had a 16% cost increase. 18% was budgeted, so it is still within the approved budget. The overall cost will go from \$165,000 to \$190,000. The in-network coverage needs to remain the same, and it appears to be that way. Jonas wanted to know what the insurance process should be for the future. It should be a Board decision and the priority is that we preserve the quality of the coverage.						
Vote		Yea		Nay	0	Abstain	0
Decision							

Subject	<b>Academic Report</b>						
Motion							
Made by				Seconded			
Discussion	An example draft for academic improvement was presented. The staff will be working on writing the actual Academic Improvement Plan. The focus will be growth in Reading and Math.						
Vote		Yea		Nay	0	Abstain	0
Decision							

**POLICY REVIEW**

Subject	Review of policy 524,531 and 609.						
Motion	Motion to approve Policy 524 Internet Policy, 531 Pledge of Allegiance and 609 Religious Accommodation.						
Made by	Helen Fisk			Seconded		Amir Orandi	

Discussion							
Vote		Yea	4	Nay	0	Abstain	0
Decision	Motion passed unanimously.						

**AUTHORIZER INPUT**

Subject	<b>VOA Authorizer</b>
Discussion	none

**PUBLIC COMMENTS**

Subject	<b>None</b>
Discussion	

**ADJOURNMENT**

Motion	Motion to adjourn the school board meeting at 7:38 pm.						
Made by	Midi Hansen	Seconded	Patrick Exner				
Discussion							
Vote		Yea	4	Nay	0	Abstain	0
Decision	Motion passed unanimously.						







## Enrollment, Retention & Recruitment Trends

	2017- 2018	2016- 2017	2015- 2016
# of students enrolled at least 1 day during school year	237	201	179
# of students that first enrolled after 10/1	45	41	18
# of students enrolled continuously from the first day of school to the last day of school	101	76	51
# of students enrolled continuously from Labor Day week to the last day of school	122	80	72
# of students enrolled continuously from October 1 <sup>st</sup> to the last day of school	127	90	77

# of current students that were enrolled at Tesfa 2016-2017                      38  
# of current students that are new during 2017-2018                                134

**TESFA INTERNATIONAL SCHOOL  
PRELIMINARY BUDGET PARAMETERS  
2018-2019**

<b>February Approved Parameters</b>	<b>Preliminary Budget Draft March</b>	<b>May 31, 2018 Updated Projections</b>
<b>Revenue Assumptions</b>	<b>Revenue Assumptions</b>	
Enrollment Assumption 210	Same	Same
Per Pupil State Aid Increase \$124	Same	Same
Compensatory Revenue Increase \$139,759	Same	Same
Per ADM Added Revenue Receivable FY19 \$7500	\$6988 (doesn't assume more EL students)	\$6988 (doesn't assume more EL students)
<b>Staffing &amp; Salary Assumptions</b>	<b>Staffing &amp; Salary Assumptions</b>	<b>Staffing &amp; Salary Assumptions</b>
22.5 F.T.E. Regular education	20.5 FTE Regular (-1 teacher, -1 Para)	21.3 FTE Regular +\$1000 over estimate based upon actual salaries of new hires and updated insurance information.
Non-licensed staff 3% increase	Same	Same
Assistant Director Increase \$5000 to \$85,000	Same	Same
<b>Insurance Assumptions</b>	<b>Insurance Assumptions</b>	<b>Insurance Assumptions</b>
Health insurance increase 17% over last year	Same	Same Based on Actuals
Dental Insurance 4% increase estimate	Same	
<b>Busses</b>	<b>Busses</b>	<b>Busses</b>
Includes field trips & family nights \$280,000	Same	Same
<b>Lease</b>	<b>Lease</b>	<b>Lease</b>
\$248,346	Same	Same
\$20,696 per month	Same	Same
\$1700 Utilities per month	Same	Same
\$333 Playground per month	Same	Same
		-\$66,000 Line Item expense reductions based upon current bids
<b>Ending fund balance</b>	<b>Ending fund balance</b>	<b>Ending fund balance</b>
At least 12%	13%	14%

## **Personnel Recommendations:**

*The following personnel items are recommended for the approval at the June 4, 2018 school board meeting.*

### **Licensed Staff:**

Natalie Jones 1.0 Classroom Teacher @ salary of \$52,000 effective 08/06/2018

### **Non Licensed Staff:**

Elena Hanson 1.0 FTE Office Assistant @ salary of \$32,931.68 effective 08/01/2018

Patti. Kronk 1.0 Office Manager @ salary of \$36,590.75 effective 07/01/2018

James Cosgrove 1.0 FTE Special Education Paraprofessional @ salary of \$29,858.05 effective 08/06/2018

Amin Khelifa 1.0 FTE Special Education Paraprofessional @ salary of \$29,858.05 effective 08/06/2018

Hussein Khelifa 1.0 FTE Special Education Paraprofessional @ salary of \$29,858.05 effective 08/06/2018

Falis Mohamed 1.0 FTE Special Education Paraprofessional @ salary of \$29,858.05 effective 08/06/2018

Jill Phillips 1.0 FTE Special Education Paraprofessional @ salary of \$29,858.05 effective 08/06/2018

Ayan Isse 1.0 FTE Food Service Worker/Student Supervisor @ salary of \$27,725.33 effective 08/06/2018

Seynab Warsame 1.0 FTE Food Service Worker/Student Supervisor @ salary of \$27,725.33 effective 08/06/2018

Ismail Sleikh 1.0 Community Outreach Specialist @ salary of \$50,000 effective 07/01/2018

### **Licensed Staff Resignation**

Sarah Lapin 1.0 FTE Classroom Teacher effective 06/08/2018

### **Licensed Staff End of Assignment:**

Madeline Boogay 1.0 FTE Special Education Teacher effective 06/08/2018

Jessica Epstein 1.0 FTE English Language Learner Teacher effective 06/08/2018

Cory Orman 1.0 FTE Classroom Teacher effective 06/08/2018



## TESFA INTERNATIONAL SCHOOL

*Global Minds with Minnesota Hearts*

To: Tesfa School Board  
From: Finance Committee  
Date: May 31, 2018  
Re: Accounting Firm Recommendation

It is the recommendation of the finance committee that we enter into the attached contract with Dieci School Finance. Factors that separated Dieci from other proposals include:

1. Cost – the contract is \$40,000 the first year. Currently, we pay \$76,000 per year. The next lowest proposal was for \$58,500.
2. References – Dieci had excellent references from other Charter School Directors, Authorizer Representatives and finance officers we called.
3. Location - the firm has two primary partners that provide services and are located in Roseville just 10 minutes from Tesfa.
4. Flexibility, In interviewing Joe Aliperto who will be our primary contact, we found him to be exceptionally flexible and adaptable to the individual needs of each school he serves. He has also typically attended all finance committee meetings AND all board meetings with other clients and has expressed enthusiasm about doing the same at Tesfa.

The contract proposal from Dieci is attached. The finance committee recommends that we enter into this agreement.

# Client Services Agreement

This Client Services Agreement (this Agreement) is made and entered into on this 23rd day of May, 2018 (the Effective Date) by and between Tesfa International School #4239-07 (the Client) and Dieci School Finance, LLC (Dieci).

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

## Section I: Term

The initial term of this agreement is from July 1, 2018 through June 30<sup>th</sup>, 2021.

## Section II: Services

The Client agrees to engage Dieci, and Dieci agrees to perform the services set forth in Exhibit A.

The Client shall provide Dieci with a list of staff, board members, officers and/or other individuals who are authorized to request and/or approve specific services, materials, and the release of information. A duly designated representative of the Client will authorize the execution of those requests that fall outside the parameters of the services set forth in Exhibit A prior to Dieci's execution of those requests.

Dieci shall conform to a schedule established in cooperation with the Client for any of the services set forth in Exhibit A. In the event the Client, the Client's representative and/or outside contractor is unable to comply with the established schedule, Dieci will not be held liable for failure to complete agreed upon services according to the identified schedule.

It is expressly understood that Dieci is performing the services hereunder as an independent contractor and not the agent, partner or employee of the Client and this Agreement shall not be construed to create any type of partnership, joint venture, agency or employment relationship between Dieci and the Client. All liability, payments and agreements (other than this Agreement) are between the Client and selected contractors. Dieci is not responsible for any negligent act or omission by any other contractor as hired by the Client.

## Section III: Compensation

The service responsibilities outlined in Exhibit A will be met by Dieci for the following Monthly Rates:

<u>School</u>	<u>Monthly Contract</u>	<u>Monthly Rate</u>
	July 1, 2018 – June 30, 2019 .....	\$3,333/month
	July 1, 2019 – June 30, 2020 .....	\$3,433/month
	July 1, 2020 – June 30, 2021 .....	\$3,536/month

If Dieci determines that the Client's requirements or other factors beyond Dieci's control are causing Dieci to deviate from its standard procedures and reporting or are requiring DIECI to dedicate substantially higher than normal hours to provide the services to the Client, the Client agrees to either increase the Monthly Rates or work with Dieci in good faith to create a mutually agreed upon solution.

### Other charges/service needs

Other Charges:

Copies .....	\$.10/copy
Color copies.....	\$.50/copy
Mileage.....	IRS approved rates
Other expenses (i.e. Office Supplies).....	at cost

The Client agrees to pay \$50/hour for all requests for services outside of the services listed in Exhibit A. Hourly charges are billed in 15-minute increments and where possible will not be incurred without prior authorization of the Client.

Dieci will typically invoice the Client within the first 10 calendar days of each month for the then current Monthly Rate and for reimbursable expenses and any billable hourly charges from the prior month. Payment of

each invoice is due on or before the last business day of the month in which it is sent. If for any reason an invoice is sent on or after the fifteenth day of the month, it shall be due and payable within fifteen (15) days of the date it was sent. A service charge of 1.5% per month will be assessed on all invoices not paid when due. The Client agrees to pay reasonable attorney fees and collection fees incurred by Dieci relating to the collection of fees for service performed under the terms of this Agreement.

#### **Section IV: Solicitation**

The Client recognizes that Dieci's workforce constitutes an important and vital aspect of its business. The Client agrees that during the term of this Agreement and for a period of one year following the date of termination of this Agreement for any reason whatsoever, the Client will not directly or indirectly offer to employ, solicit, assist anyone else in the solicitation of, or otherwise engage any of the then current employees or independent contractors of Dieci to terminate their employment or services with Dieci and to become employed by or associated with any business enterprise with which the Client may then be associated, affiliated, or connected without the prior written approval of Dieci.

The Client acknowledges that its violation or threatened violation of this Section will cause Dieci irreparable damage and agrees that in addition to any rights and damages Dieci may otherwise have, any such violation or threatened violation shall be proper subject matter for immediate injunctive relief. The Client hereby waives the claim or defense in any action that Dieci has an adequate remedy at law or in damages and the Client shall not claim in any such action or proceeding the claim or defense that such remedy at law or in damages exists. In addition, the Client agrees that it will be liable for all attorneys' fees incurred by Dieci in seeking to obtain or obtaining an injunction as a result of the Client's violation or threatened violation of this Section.

#### **Section V: Amendments**

The terms of this Agreement may be changed by mutual agreement of the parties. Such changes shall be effective only on the execution of written amendment(s) signed by Dieci and the Client.

#### **Section VI: Termination**

This Agreement may be terminated at any time with or without cause by written notice delivered by registered or certified mail, return receipt requested, by either party to the other at least sixty (60) calendar days prior to the termination date set forth in the notice. In order to ensure an orderly separation, normal operation and charges will continue during the period from the notice to the termination date.

Either party may, at its sole option and discretion, terminate this Agreement immediately upon its discovery of any improper or illegal activity on the part of the other party or its officers, agents, directors or employees.

All records belonging to the Client will be returned to the Client in a standard format upon termination of this Agreement after all outstanding payments have been received by Dieci for services provided to the Client. All templates and tools created by Dieci remain the property of Dieci.

#### **Section VII: Liability**

Dieci and the Client shall defend, indemnify, and hold each other, its successors and assigns, and their respective officers, agents, directors, and employees, harmless from and against any and all claims, causes of action, damages, costs, and expenses (including reasonable attorneys' fees) that any of the foregoing may suffer or incur arising out of or resulting from: (a) breach of this Agreement, (b) negligent acts or omissions of the other party, its officers, agents, directors, or employees or (c) illegal or improper activities of the other party, its officers, agents, directors, or employees.

The maximum aggregate liability of and to any and all persons and entities, arising out of or in connection with this Agreement or the actions of either party, its officers, agents, directors, or employees, whether such liability arises from any claim based upon contract, warranty, tort or otherwise, shall in no case exceed the per occurrence limit of Dieci's insurance policy.

**Section VIII: Disclaimer**

The Client acknowledges that Dieci, its employees and independent contractors are not attorneys and cannot provide legal advice. The Client also acknowledges that employees of Dieci may share their perspectives and opinions on areas of school operation outside of those services set forth in Exhibit A. The Client further acknowledges that in such areas, the advice of Dieci, its employees or independent contractors does not constitute expert or legal advice and must not be used as a substitute for the counsel and services of a licensed attorney or other licensed professional, as appropriate, and agrees not to rely on the advice of Dieci, its employees or independent contractors as legal advice. If the Client seeks legal advice, the Client agrees to contact a licensed attorney to provide such advice.

**Section IX: Notification**

Dieci may, at its sole option, report to the Client’s chief executive officer and board of directors any activity of the Client, its officers, agents, directors, or employees which Dieci suspects to be improper or illegal.

**Section X: Signatures**

Signatures below indicate the agreement of both parties to the enclosed terms. Signed and agreed:

**Tesfa International School:**

Authorized Representative (signature) \_\_\_\_\_

Authorized Representative (print) \_\_\_\_\_

Authorized Representative Title \_\_\_\_\_

Date \_\_\_\_\_

**Dieci School Finance, LLC (Dieci):**

Authorized Representative (signature) \_\_\_\_\_

Authorized Representative (print) \_\_\_\_\_

Authorized Representative Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT A** **SERVICES**

### **WEEKLY AND/OR BI-MONTHLY SERVICES**

- Process accounts payable and receivable.
- Review UFARS account codes for all expenses and revenue.
- Enter all transactions into finance software system.
- Integrated payroll processing, using either the payroll module in the financial software, or a payroll service provider, including posting payroll transactions into finance software system using proper UFARS coding.
- Maintain budgets in financial software system and make changes as needed.
- Communicate with the Department of Education as needed to ensure compliance of state-required reporting.

### **MONTHLY SERVICES**

- Perform bank reconciliation(s).
- Perform cash flow projection and monitoring.
- Perform general ledger reconciliation.
- Enter Title Funds and Special Education expenditures into MDE systems, including monitoring of federal and state programs on SEDRA, SERVS, etc.
- Produce monthly report package, including Dashboard, Balance Sheet, Income Statement (revenue/expenditure report compared with budget), Payment Register and Cash Flow Projection.
- Provide written reports for board meetings as required.
- Provide suggestions and advice on how to maximize school funds.
- Grant accounting and reporting of all restricted funds.
- Attend Board Meeting or Finance Committee Meetings as agreed.
- Coordinate COBRA notifications sent out to terminated employees

### **QUARTERLY SERVICES**

- Review and analyze the budget.
- Report trends and recommend changes to the Board.
- Verify proper UFARS coding and make changes as necessary.
- Assistance with STAR Reporting
- Bond Reporting per covenants, if applicable.

### **ANNUAL OR AS-NEEDED SERVICES**

- Prepare financial reports as needed by MDE or other governmental agencies.
- Create annual financial statements.
- Managed the process of creating the annual operating budget.
- Prepare and file 1099's.
- Prepare the 990 Tax information, to be reviewed and submitted by the auditor as part of the year end audit.
- Work with grant writers or other school personnel to establish budgets for special programs.
- Provide UFARS coding for special programs and/or grants.
- Upload UFARS year-end reports.
- Lease Aid Applications
- Title Applications



## **AUDIT PREPARATION**

- Close out books for the fiscal year.
- Prepare audit work papers.
- Analyze revenues and process accounts receivable journal entries.
- Evaluate expenditures and process journal entries.
- Review accounts payable and enter accounts payable listings.
- Review and enter appropriate salary data.
- Compare restricted funds coding with revenue sources and expenditures.
- Oversee scheduling of audit meetings and work closely with the selected auditor to ensure that all deadlines and compliance criteria are met.

## **HUMAN RESOURCES**

- **Reduce Liability:** Ensure leadership receives professional training and counseling in areas such as documentation, interviewing, corrective actions and terminations to ensure they are using “Best Practices” with their employees.
- **Reduce Administration:** Hand-off any non-critical HR activities such as State Unemployment claim responses, COBRA Administration, poster updates, Employee Handbook legal updates/maintenance etc.
- **Employment Law Compliance:** Rely on a partner to offer guidance in federal and state specific requirements.
- **Employee Communication:** Employee Handbook, Safety Manual, and Benefit Data.
- **Workplace Safety (OSHA):** Be compliant with all OSHA regulations. Provide resources for the Plan Supervisors for Safety Manual updates, training videos, Safety Handouts, Sign-off sheets, OSHA forms, etc. Keep up to date with OSHA regulation changes and be able to implement those changes in a streamlined and simple manner.

## Food Vendor Proposals 2018-2019

<b>Meal Type</b>	<b>Done Right</b>	<b>Lancer</b>	<b>Savings/Meal</b>
Lunch	\$3.35	\$2.95	\$0.40
Breakfast	\$1.82	\$1.75	\$0.07
Allergan/Veggie	\$4.93	\$3.95	\$0.98

*The prices shown include milk.*

Lancer includes biodegradable trays as part of the lunch price and a greater variety for breakfast and lunch.

**13.05 DUTIES OF RESPONSIBLE AUTHORITY.**

Subdivision 1. [Repealed, 2012 c 290 s 72]

Subd. 2. [Repealed, 2012 c 290 s 72]

Subd. 3. **General standards for collection and storage.** Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

Subd. 4. **Limitations on collection and use of data.** Private or confidential data on an individual shall not be collected, stored, used, or disseminated by government entities for any purposes other than those stated to the individual at the time of collection in accordance with section 13.04, except as provided in this subdivision.

(a) Data collected prior to August 1, 1975, and which have not been treated as public data, may be used, stored, and disseminated for the purposes for which the data was originally collected or for purposes which are specifically approved by the commissioner as necessary to public health, safety, or welfare.

(b) Private or confidential data may be used and disseminated to individuals or entities specifically authorized access to that data by state, local, or federal law enacted or promulgated after the collection of the data.

(c) Private or confidential data may be used and disseminated to individuals or entities subsequent to the collection of the data when the responsible authority maintaining the data has requested approval for a new or different use or dissemination of the data and that request has been specifically approved by the commissioner as necessary to carry out a function assigned by law.

(d) Private data may be used by and disseminated to any person or entity if the individual subject or subjects of the data have given their informed consent. Whether a data subject has given informed consent shall be determined by rules of the commissioner.

The responsible authority may require a person requesting copies of data under this paragraph to pay the actual costs of making and certifying the copies.

(e) Private or confidential data on an individual may be discussed at a meeting open to the public to the extent provided in section 13D.05.

Subd. 4a. **Informed consent for insurance purposes.** Informed consent for insurance purposes must comply with this subdivision, unless otherwise prescribed by the HIPAA Standards for Privacy of Individually Identifiable Health Information, Code of Federal Regulations, title 45, section 164. Informed consent for insurance purposes is not considered to have been given by an individual subject of data by the signing of a statement authorizing a government entity to disclose information about the individual to an insurer or its authorized representative, unless the statement is:

(1) in plain language;

(2) dated;

(3) specific in designating the government entity the data subject is authorizing to disclose information about the data subject;

(4) specific as to the nature of the information the data subject is authorizing to be disclosed;

(5) specific as to the persons to whom the data subject is authorizing information to be disclosed;

(6) specific as to the purpose or purposes for which the information may be used by any of the persons named in clause (5), both at the time of the disclosure and at any time in the future; and

(7) specific as to its expiration date, which must be within a reasonable period of time, not to exceed one year.

Notwithstanding clause (7), in the case of authorizations given in connection with applications for life insurance or noncancelable or guaranteed renewable health insurance that is so identified, the expiration date must not exceed two years after the date of the policy. An authorization in connection with medical assistance under chapter 256B or MinnesotaCare under chapter 256L or for individualized education program health-related services provided by a school district under section 125A.21, subdivision 2, is valid during all terms of eligibility.

**Subd. 5. Data protection.** (a) The responsible authority shall:

(1) establish procedures to assure that all data on individuals is accurate, complete, and current for the purposes for which it was collected;

(2) establish appropriate security safeguards for all records containing data on individuals, including procedures for ensuring that data that are not public are only accessible to persons whose work assignment reasonably requires access to the data, and is only being accessed by those persons for purposes described in the procedure; and

(3) develop a policy incorporating these procedures, which may include a model policy governing access to the data if sharing of the data with other government entities is authorized by law.

(b) When not public data is being disposed of, the data must be destroyed in a way that prevents its contents from being determined.

**Subd. 6. Contracts.** Except as provided in section 13.46, subdivision 5, in any contract between a government entity subject to this chapter and any person, when the contract requires that data on individuals be made available to the contracting parties by the government entity, that data shall be administered consistent with this chapter. A contracting party shall maintain the data on individuals which it received according to the statutory provisions applicable to the data.

**Subd. 7. Preparation of summary data.** The use of summary data derived from private or confidential data on individuals under the jurisdiction of one or more responsible authorities is permitted. Unless classified pursuant to section 13.06, another statute, or federal law, summary data is public. The responsible authority shall prepare summary data from private or confidential data on individuals upon the request of any person if the request is in writing and the cost of preparing the summary data is borne by the requesting person. The responsible authority may delegate the power to prepare summary data (1) to the administrative officer responsible for any central repository of summary data; or (2) to a person outside of the entity if the person's purpose is set forth, in writing, and the person agrees not to disclose, and the entity reasonably determines that the access will not compromise private or confidential data on individuals.

**Subd. 8.** [Repealed, 2012 c 290 s 72]

**Subd. 9. Intergovernmental access of data.** A responsible authority shall allow another responsible authority access to data classified as not public only when the access is authorized or required by statute or

federal law. An entity that supplies government data under this subdivision may require the requesting entity to pay the actual cost of supplying the data.

**Subd. 10. International dissemination.** No government entity shall transfer or disseminate any private or confidential data on individuals to the private international organization known as Interpol, except through the Interpol-United States National Central Bureau, United States Department of Justice.

**Subd. 11. Privatization.** (a) If a government entity enters into a contract with a private person to perform any of its functions, all of the data created, collected, received, stored, used, maintained, or disseminated by the private person in performing those functions is subject to the requirements of this chapter and the private person must comply with those requirements as if it were a government entity. All contracts entered into by a government entity must include a notice that the requirements of this subdivision apply to the contract. Failure to include the notice in the contract does not invalidate the application of this subdivision. The remedies in section 13.08 apply to the private person under this subdivision.

(b) This subdivision does not create a duty on the part of the private person to provide access to public data to the public if the public data are available from the government entity, except as required by the terms of the contract.

**Subd. 12. Identification or justification.** Unless specifically authorized by statute, government entities may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

**Subd. 13. Data practices compliance official.** By December 1, 2000, each responsible authority or other appropriate authority in every government entity shall appoint or designate an employee of the government entity to act as the entity's data practices compliance official. The data practices compliance official is the designated employee of the government entity to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

**History:** 1974 c 479 s 2; 1975 c 401 s 2; 1976 c 239 s 3; 1976 c 283 s 6,7; 1978 c 790 s 3; 1979 c 328 s 8; 1981 c 311 s 7,39; 1Sp1981 c 4 art 1 s 7; 1982 c 545 s 24; 1984 c 436 s 6-9; 1986 c 444; 1987 c 351 s 3; 1992 c 569 s 3; 1994 c 618 art 1 s 3; 1999 c 227 s 22; 1999 c 250 art 1 s 42; 2000 c 468 s 6,7; 2002 c 277 s 1; 2002 c 374 art 10 s 1; 2005 c 163 s 15-20; 2006 c 233 s 1; 2007 c 129 s 6; 2010 c 365 art 1 s 1,2; 1Sp2011 c 11 art 3 s 12; 2014 c 284 s 1; 2014 c 293 s 2



**CHARTER SCHOOL CONTRACT**  
between  
Volunteers of America-Minnesota, Authorizer  
and  
Tesfa International School (#4239), School

WHEREAS, the primary purpose of the School is to improve all pupil learning and all student achievement;

WHEREAS, additional purpose of the School include to:

- increase learning opportunities for all pupils.

WHEREAS, the parties are authorized under Minnesota law to contract for the development and management of a charter school, pursuant to Department of Education approval of Volunteers of American-Minnesota's affidavit of intent to charter the School, dated August 6, 2014; and

WHEREAS, Volunteers of America-Minnesota has considered the authorization of the School and has approved the issuance of a charter contract to the School;

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, 2017, or the date the Authorizer obtains all required signatures under Minn. Stat. 124E.10, whichever is later.
- 1.2 Expiration date: June 30, 2020.
- 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 “Approval” means Department of Education letter of approval of Volunteers of American-Minnesota’s affidavit of intent to charter the School, dated August 6, 2014.

2.5 “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.

2.6 “Charter School Board” means the Board established to govern the School, as required under Minnesota Statutes § 124E.07.

2.7 The “Authorizer” refers to the Volunteers of America of Minnesota.

2.8 The “School” refers to Tesfa International School.

2.9 “Education Commissioner” means the Commissioner of the Minnesota Department of Education or his or her designee.

2.10 “Department” means the Minnesota Department of Education.

2.11 State” means the State of Minnesota.

2.12 “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 "Tesfa International School is authorized by Volunteers of American-Minnesota." Pursuant to Minnesota Statute 124E.10, 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, as amended.

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, as amended. 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-6. 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.10, subd. 5.

## **ARTICLE 5 SCHOOL LOCATION**

5.1 The location of the school is 1555 40th Avenue NE, Columbia Heights, MN 55421.

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.10, 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. All new board members shall 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 shall include in its annual report the training attended by each board member during the previous year. The Charter School Board will submit its plan for training to the Authorizer annually, and attend additional training reasonably required by the Authorizer.

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 13.01 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 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 1<sup>st</sup> 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 D ("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 section 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 363, which prohibits unfair discriminatory practices in employment, public accommodations, public service, or education; and comply with Minnesota Statutes section 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'S 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 designated Representative for Volunteers of America of Minnesota, I hereby issue this contract to the School.

[AUTHORIZER]

By: \_\_\_\_\_  
(Signature) (Position Held)

As the authorized representative for the 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]

\_\_\_\_\_  
(Signature) (Position Held)

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
- F. Authorizer School Renewal Evaluation



**SCHOOL NAME:** Tesfa International School  
**DATE CHARTER WAS STATE APPROVED:** August 6, 2014  
**FIRST SCHOOL YEAR SERVING STUDENTS:** 2015-2016  
**GRADES SERVED:** K-6                      **GRADES APPROVED TO SERVE**                      K-6  
**SCHOOL ADDRESS:** 1555 40<sup>th</sup> Avenue Northeast, Columbia Heights, MN 55422  
**SCHOOL PHONE NUMBER:** 651-717-4844  
**SCHOOL WEBSITE:** <https://tesfainternationalschool.org/>

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**SCHOOL MISSION:** Tesfa International School is committed to providing an equitable and empowering education for all. Our scholars will engage in a transdisciplinary curriculum supported by conceptual and inquiry based learning. Side-by-side with dedicated educators, scholars will develop the knowledge, skills, and characteristics necessary for active citizenship throughout the world.

**SCHOOL VISION:** Our students will be prepared for a successful transition to the most rigorous and challenging middle school programs. Through their experience at Tesfa, students will be held to the highest of standards both academically and socially, to prepare the students for college and careers, as well as with the leadership skills required of active and productive citizens in the 21st century. Through access and equity, students will follow a pathway to success for themselves and their communities.

The scholars of Tesfa will perform above state average in all subject areas and on all standardized assessments. Our students will show great career and college readiness and our rigorous international curriculum will provide our students access to great opportunities beyond their K-12 education. Tesfa students will enjoy an experience free from the equity gap prevalent in many other Minnesota schools.

Tesfa's students will grow to be active citizens in their community. Our goal is to prepare students to know how to be inquirers and thinkers, and how to apply their knowledge to real world situations. Through an appreciation for others, the arts, different perspectives, and a common humanity, students will put into practice their actions by contributing to positive change in their communities and their world.

### **SCHOOL PROGRAM DESCRIPTION**

Tesfa International School aims to become an authorized International Baccalaureate School offering the full Primary Years Program by October 2019. The International Baccalaureate (IB) is a student focused non-profit educational foundation. The IB's mission statement strives to develop internationally minded students who recognize their importance as global citizens who are motivated to use their knowledge and skills to take action to make changes to and in the world. The mission of IB states:

“The International Baccalaureate aims to develop inquiring, knowledgeable and caring young people who help to create a better and more peaceful world through intercultural understanding and respect. To this end the organization works with schools, governments and international organizations to develop challenging programs of international education and rigorous assessment. These programs encourage students across the world to become active, compassionate and lifelong learners who understand that other people, with their differences, can also be right.” (IBO.org)



**COMPLIANCE AGREEMENT**

**The undersigned members of the BOARD OF DIRECTORS of TESFA INTERNATIONAL SCHOOL agree to comply with all federal and state laws governing organizational, programmatic and financial requirement applicable to charter schools.**

1.	_____	_____
	Board Member Signature	Date
2.	_____	_____
	Board Member Signature	Date
3.	_____	_____
	Board Member Signature	Date
4.	_____	_____
	Board Member Signature	Date
5.	_____	_____
	Board Member Signature	Date
6.	_____	_____
	Board Member Signature	Date
7.	_____	_____
	Board Member Signature	Date

### Percentage Making 1 Year Growth

	Fast Rdg	ORR	Fast Math	MCA Rdg	MCA Math
K	25%	48%	50%		
1	50%	50%	53%		
2	50%	42%	42%		
3	63%	63%	33%		
4	45%	35%	13%		
5	33%	60%	14%		
6	40%	75%	33%		

### Percentage Projecting Proficient Based Upon All Assessments

	Proficient Projection Reading	Partial Proficient Projection Reading	Not Proficient Projection Reading	Proficient Projection Math	Partial Proficient Projection Math	Not Proficient Projection Math
K	14%	24%	62%	19%	46%	35%
1	19%	34%	47%	30%	22%	48%
2	37%	18%	45%	45%	10%	45%
3	15%	25%	60%	35%	10%	55%
4	8%	24%	68%	8%	24%	68%
5	28%	11%	61%	0%	12%	88%
6	30%	10%	60%	0%	40%	60%



**TESFA INTERNATIONAL SCHOOL**  
*Global Minds with Minnesota Hearts*

**Planned Results Document - Academic Improvement**

Current Reality - "The Why"	The Plan - "The How"	Desired Results - "The What"
<p>In 2017-2018 less than 50% of Tesfa students made 1 year of growth or more on each of our assessment measures:</p> <ul style="list-style-type: none"> <li>• MCA Reading/Math</li> <li>• Fastbridge Reading/Math</li> <li>• ORR</li> </ul>	<p>1. We will develop and implement a comprehensive plan to improve curriculum and instruction in reading &amp; mathematics.</p> <p>2. We will develop and implement system of interventions and support for students behind grade level in reading &amp;/or Math</p> <p>3. We will provide extensive professional development and support for teachers to expand capacity to achieve desired results.</p> <p>4. We will review and as necessary revise all of our school structures and systems to create a more predictable and consistent work and learning environment</p> <p>5. We will review and as necessary revise our strategies and structures related to positive student engagement, school culture and school climate.</p>	<p>Grades 4-6            Primary Goal: Median MCA Z score of 0.15 or above for math and reading            Secondary Goal: 75% of students reach RIT growth targets            Tertiary Goal: 75% of students grow 2 or more levels in ORR</p> <p>Grade 3            Primary Goal: 30% proficient in MCA Reading &amp; Math            Secondary Goal: 75% of students reach RIT growth targets            Tertiary Goal: 75% of students or more grow 3 or more levels on ORR</p> <p>Grades K-2            Primary Goal: 75% of students reach RIT growth targets            Secondary Goal: 75% of grow 4 or more levels on ORR (3 for K) or equivalent on STEP</p>
<p style="text-align: center;"><b>Unacceptable Means - "The Not How"</b></p> <p>We will not:</p> <ul style="list-style-type: none"> <li>• Violate laws or policies</li> <li>• Slow down progress towards IB approval</li> <li>• Reduce instructional time in Units of Inquiry</li> <li>• Reduce instructional time in Social Curriculum</li> <li>• Spend unbudgeted funds without making corresponding budget reductions</li> </ul>		