



Meeting: Board of Directors Regularly Scheduled Meeting

Date: Wednesday, April 28, 2021

Time: 4:30 P.M.

Location: Virtual Meeting on Zoom.us (Zoom ID: 432 394 8884; Password: WLAROCKS)

AGENDA

1. Meeting Call to Order and Roll Call (Mandi Folks)

- 1.1 Meeting Call to Order (Mandi Folks, Board Chair)
- 1.2 Roll Call (Mandi Folks, Board Chair)

2. WLA Mission and Vision (Jess Erickson)

- a. The mission of WLA is to utilize leadership-based programs and strategies grounded in solid research, combined with the demonstrated success of Core Knowledge Curriculum as a basis of a rigorous overall educational program that builds strong skills in math, reading, literature, writing, music, science, and technology
- b. The vision of WLA is to be a school where students and graduates become exceptional leaders and are prepared to take on the academic and leadership challenges they will face in high school and beyond.

3. Approval of Agenda/Meeting Minutes (Presenter: Mandi Folks, Board Chair)

- 3.1 Approval of meeting agenda
Motion: _____ 2nd: _____ Vote: _____
- 3.2 Approval of meeting minutes for March 25, 2021
Motion: _____ 2nd: _____ Vote: _____

4. Conflict of Interest Declaration (Presenter: Mandi Folks, Board Chair)

5. Public Comment (Presenter: Mandi Folks, Board Chair)

- 5.1 Delegation of Public Comment Items (if necessary)

6. Board and Administration Reports

- 6.1 Board Report (Mandi Folks)
- 6.2 Executive Director Report (Kathleen Mortensen)
- 6.3 Financial Director Report (BKDV)
- 6.4 Finance Committee Report (Jolene Skordahl)

6.4.1 Accept April Finance Committee Minutes and March Financials

Motion: _____ 2nd: _____ Vote: _____

6.5 Governance Committee Report (Jess Erickson)

6.6 Facilities Committee Report (Jason Livingston)

6.6.1 Accept April Facilities Committee Minutes

Motion: _____ 2nd: _____ Vote: _____

6.6.2 Approve Bonding Resolutions

6.6.3 Approve Shawn Smith's contract

6.6.3 Approve Colliers contract

6.6.3 Approve Construction Company contract

7. Board Training, Discussion, and Business (Presenter: Mandi Folks, Board Chair)

7.1 Incident Command Team Update

7.2 Wolf Ridge Education Overnight Field Trip and Washington D.C. Overnight Field trip
2021-2022

7.3 Upcoming Board Elections

7.4 Ratification of employment agreements

8. Closed meeting to Discuss Executive Director Annual Evaluation According to Minnesota Statute 13D.05 Subd. 3a (Presenter: Mandi Folks, Board Chair)

9. Board Communication & Future Items (Presenter: Mandi Folks, Board Chair)

8.1 Board Communication/Future Agenda Items- Reflection

10. Housekeeping (Presenter: Mandi Folks, Board Chair)

WLA Board of Directors Regular Meeting

Date: Wednesday, May 26, 2021

Time: 5:30 P.M.

Location: Zoom 432-394-8884, password: WLAROCKS

11. Adjournment (Presenter: Mandi Folks, Board Chair)

Adjournment

Motion: _____ 2nd _____ Vote: _____

Woodbury Leadership Academy
Board of Directors Meeting Minutes
Regular Meeting
March 24, 2021



Directors Onsite: Jessica Erickson (left at 6:55), Mandi Folks

Directors Attending Virtually: Jason Livingston, Natalie Sjoberg, Jolene Skordahl

Directors Absent: Shannon Kelly

Administration/Advisors Attending Virtually: Dr Kathleen Mortensen (Executive Director), Rod Haenke (VOA), Brenda Kes (BerganKDV-joined at 6:00)

Others in Attendance: WLA parents and staff

1. Meeting Call to Order and Roll Call

1.1 Meeting Call to Order

Ms Folks called the meeting to order at 5:32 PM.

1.2 Roll Call

Ms Baumann took roll call.

2. WLA Mission and Vision

Ms Folks read the WLA Mission and Vision Statements.

3. Approval of Agenda/Meeting Minutes

3.1 Approval of Meeting Agenda

Ms Erickson moved "to approve the meeting agenda for March 24, 2021." Ms Skordahl seconded. A roll call vote was taken: Ms Erickson, Ms Folks, Mr Livingston, Ms Sjoberg, and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

3.2 Approval of Meeting Minutes for February 25, 2021

Ms Skordahl moved "to approve the meeting minutes for February 25, 2021." Ms Erickson seconded. A roll call vote was taken: Ms Erickson, Ms Folks, Mr Livingston, Ms Sjoberg, and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

4. Conflict of Interest Declaration

Ms Folks asked if there were any conflicts of interest for items on the agenda. None were noted.

5. Public Comment

5.1 Delegation of Public Comment Items

Mr Haenke, VOA, introduced himself and reminded the Board of technical assistance notes and a FAQ he had sent. No delegation needed.

6. Board and Administration Reports

6.1 Board Report

Ms Folks shared that she will review the information sent by Mr Haenke during the Board Communication-Reflection at the end of the meeting.

6.2 Executive Director Report

Ms Mortensen shared findings that were recently announced by Niche, an educational analysis service: both the WLA Elementary School and Middle School received high rankings.

She then asked Mr Broderick, Dean of Students, to update the Board on Middle School (MS) progress and the transition to the third floor. He also shared information on the history of MS, staffing, enrollment, and improvements in behavior and academics. MS teachers, Ms Erickson and Mr Logan, shared their perspectives on the growth and changes in the MS program. Mr Broderick finished by sharing MS goals moving forward. There was discussion.

Ms Mortensen continued her report by highlighting several items in the Director's Report included in the Board Packet:

- WLA has applied for PPP funds, ADSIS funds and ESSER funds, and has closed on a \$500,000 line of credit with the bank.
- Ms Mortensen asked the Board to approve a "Covid Stipend" for WLA staff members. This would be to recognize staff for working through the challenges presented by the pandemic.
- 2021-2022 Special Education contractor agreements were presented. All agreements are renewals for returning contractors and include a small or no increase in rates.
- Information was provided on new staff for whom offers have been made, as listed in the report.

6.3 Financial Director Report

Ms Kes reviewed the February financial statements, noting that ADM, revenue and expenses continue on track with the budget and that a surplus is projected for the year. She explained the working budget changes and reported that the fund balance is projected to be approximately 21% at year end.

6.4 Finance Committee Report

Ms Skordahl reported the Finance Committee met and reviewed the February financials. Special Education consultant contracts and new staff hire contracts were reviewed. There were follow up discussions on the line of credit, CAM costs, lease credits, and PPP funds application. Work continues on preparing the financial section of the bonding documents.

6.4.1 Accept March Finance Committee Minutes and February Financials

Ms Skordahl moved "to accept the financial statements for February, 2021 and the March Finance Committee minutes." Ms Folks seconded. A roll call vote was taken: Ms Erickson, Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

6.5 Governance Committee Report

Ms Erickson reported the Governance Committee met and reviewed policies 419 and 425 and modified policy 510. The Enrollment Policy was also reviewed, but no edits were needed.

6.5.1 Accept March Governance Committee Minutes and Second Reading on Policies: 510, 419, and 425

Ms Erickson moved "to accept the March Governance Committee minutes, and the Second Reading of Policies:

- 510 Promotion/Retention Policy
- 419 Tobacco Free Environment, and
- 425 Nepotism/Anti-Nepotism Policy."

Mr Livingston seconded. A roll call vote was taken: Ms Erickson, Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

6.6 Facilities Committee Report

Mr Livingston reported the Facilities Committee met to continue work on the building purchase and gym expansion project and are finalizing contractor selection. The Project Team meets weekly to continue work on the bonding process and the Design Team meets weekly continuing work on designing the new space. Upkeep is planned for the Rainbow playset area this Spring.

Mr Livingston moved "to accept the Facilities Committee minutes from March 16." Ms Skordahl seconded. A roll call vote was taken: Ms Erickson, Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

7. Board Training, Discussion and Business

7.1 Middle School Update

Middle School Update was covered in the Director's Report.

7.2. Incident Command Team Update

Ms Folks reported that the ICT continues meeting weekly. Community spread for Covid is down and overall health in the school remains good. Weekly updates are sent to stakeholders. The Team doesn't anticipate any major changes in the way the school is operating through the end of the school year.

Ms Erickson left the meeting at 6:55 pm.

7.3 Resolution for Bonding

Ms Folks noted that there is no resolution to approve at this time. She shared that she and Ms Mortensen presented information on the school and bonds to Standard & Poor's, a bond rating agency. Depending on the rating received, the school can choose to go to market with rated or unrated bonds. The rating impacts interest rates and the overall cost to the school. The closing date on the bonds is currently planned for May 13. Ms Folks asked to add a Board meeting on April 14 to approve the Preliminary Offering Statement before it is printed.

7.4 Baird Engagement Letter

Ms Folks shared that WLA is using Baird & Co for underwriting services for the bond issuance. The Engagement Letter has been reviewed by the Finance Committee. Ms Folks moved "to approve the Baird & Co Engagement Letter to provide underwriting services for our charter school lease revenue bonds." Ms Skordahl seconded the motion. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

7.5 Elections Committee

Ms Folks reported that three seats expire each year in June and elections are held in the Spring. An online system was utilized last year and will likely be used again. It was decided the Committee will be comprised of:

- Two Board members: Ms Skordahl and Ms Folks
- One office staff: Ms Owens assisted in prior year and will work with training Ms Delgado

7.6 Special Education Consulting Contracts

Ms Mortensen requested the Board approve the Special Education consultant contracts listed in the Board packet that had been presented in the Director's Report. Ms Folks moved "to ratify the Special Education contracts that were presented this evening." Ms Sjoberg seconded the motion. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

7.7 Ratification of New Employee Contracts

Ms Mortensen requested the Board approve the new employee contracts presented in the Director's Report. Ms Folks moved "to ratify the new employee contracts presented this evening." Mr Livingston seconded the motion. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

7.8 COVID Stipend Approval for WLA Employees

Ms Folks acknowledged that this has been a challenging year for the school and staff have met the challenges, both onsite and online. Ms Folks and Ms Mortensen shared that the amount would be nominal, but would acknowledge the commitment of the staff and overall safety measures in place. Ms Folks moved "to approve a Covid stipend for WLA employees to be determined by Administration." Mr Livingston seconded the motion. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

7.9 Annual Designations

Ms Folks explained that each year the Board must renew certain required designations.

MDE Designations

Ms Folks motioned “to designate:

- Title Grant Authorized Representative: Kathy Mortensen
- MDE Identified Official with Authority (IOwA): Kathy Mortensen
- Special Education Director: Paula Krippner.”

Seconded by Ms Skordahl. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

Designation of Depositories

Ms Skordahl moved “to designate the depository to be Old National Bank and US Bank.” Seconded by Ms Folks. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

Authorized signers at banks

Mr Livingston motioned “for the authorized signers at banks to be the Board Chair and the Executive Director.” Seconded by Ms Skordahl. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

Authorize individuals to approve collateral changes

Ms Sjoberg motioned “to authorize individuals to approve collateral changes to be the Executive Director and the Finance Manager.” Seconded by Ms Skordahl. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

Delegation of authority to make electronic funds transfers

Ms Folks moved “to delegate the authority to make electronic funds transfers to the Board Chair, the Executive Director or the Finance Manager.” Seconded by Ms Sjoberg. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

Granting of Administrative Authority

Mr Livingston motioned “for the granting of administrative authority to Brenda Kes (Finance Manager), Kathy Mortensen (Executive Director), and Mandi Folks (Board Chair) are granted Administrative authority to execute and update any and all Cash Management Agreements with Old National Bank and US Bank to further grant authority to certain BerganKDV employees to perform activities necessary to carry out bank account-related functions and electronic transfers including, but not limited to:

- Payment of employee payroll; federal, state and unemployment taxes (deductions and/or benefits); and other payroll related deductions and benefits (when appropriate)
- Payment of contributions to the Teachers Retirement Association (TRA) and to the Public Employee Retirement Association (PERA) for deductions and benefits
- Payments, including, but not limited to: building lease payments, credit card payments, and other vendor payments (when appropriate)
- Other payments authorized by the Board of Directors
- Monitoring, reconciliation, and management of bank transactional activity
- Investment of excess funds
- Execution and release of pledge agreements
- Temporary and permanent ACH limit changes
- Management of Positive Pay system”

Seconded by Ms Folks. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

Credit Card Authorization, Designation of Official Newspaper, and Pay rates for Substitutes and other employees where you have set pay rates

Ms Skordahl motioned “the employee authorized to have a school issued credit card and credit limit is Kathy Mortensen for an Old National Bank Visa with a \$20,000 credit limit, that the Saint Paul Pioneer Press be designated as the official newspaper (required for posting of public notices), and the pay rates for short term licensed subs be \$25 per hour and long term licensed subs be \$25 per hour.” Seconded by Ms Folks. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

7.10 K-12 Consultant Contract

Ms Folks reminded Board members of previous discussions about expansion to Pre-K and/or Grades 9-12. Ms Mortensen shared she would like to hire a VOA recommended consultant to assist with the process for possible expansion to Grades 9-12. The contract would be for a \$6,000 retainer. The first step of the process is conceptual and includes working with an expansion team and conducting a market analysis to determine need. If WLA moves forward, she would complete the application to be submitted to our Authorizer and MDE. Next steps would be planning, development, implementation and launch. Ms Mortensen shared that the corresponding process for a possible expansion to an Early Childhood Pre-K program will be done in-house, led by Kylie Griffith. Expansion will be discussed further at the next Board meeting.

7.11 PPP Loan

Ms Folks stated WLA has applied for Payroll Protection Program loans of \$491,000. Ms Folks moved “to approve WLA to apply for the PPP loan.” Mr Livingston seconded the motion. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed.

7.12 WLA Mascot

Ms Mortensen shared that ideas have been narrowed down to 3: the eagle, owl or phoenix, but drawings are not yet ready to present. There was discussion on who should be involved in making the final decision. It was decided that Ms Mortensen gather feedback from parents, staff and students and make a recommendation to the Board.

8. Board Communication & Future Items

8.1 Board Communication/Future Agenda Items – Reflection

Items to discuss at future meetings include

- Expansion of Pre-K and/or Grades 9-12
- School Mascot
- Executive Director review process
- Election Committee report

9. Housekeeping

Next regularly scheduled WLA Board of Directors Meeting

Ms Folks stated the next regular meeting of the WLA Board of Directors is scheduled for Wednesday, April 14, 2021. A meeting is also scheduled for April 28, 2021. Both meetings will be at 5:30 PM and virtual participation will be available through Zoom.

10. Adjournment

Ms Skordahl moved “to adjourn.” Mr Livingston seconded. A roll call vote was taken: Ms Folks, Mr Livingston, Ms Sjoberg and Ms Skordahl voted for the motion; there were no votes against. Motion passed. The meeting adjourned at 7:45 PM.

Minutes drafted by Nancy Baumann, Board Clerk (non-Board member); submitted by Jessica Erickson, Board Secretary.

WOODBURY LEADERSHIP ACADEMY
DIRECTOR REPORT, APRIL 28, 2021

Dr. Kathleen Mortensen

I. Organizational Leadership

Exercise strong leadership skills in promoting the mission and vision of the school

Work collaboratively with the School Board and staff to develop an ongoing strategic planning process to achieve the mission of Woodbury Leadership Academy. (WLA)

Current Enrollment and Enrollment for the 2021-2022 School Year

- WLA enrollment update: As of 4/23/2021, we have 558 students currently enrolled, and enrollment for the upcoming school year continues to be strong.

Regularly Scheduled Meetings

- There were various Finance Committee meetings this month, on the 2nd, 4th, 5th, 6th, 11th, 12th, 18th, 19th, 23rd, and 26th.
- The official Finance Committee meeting was held on April 8th.
- Regular bonding finance meetings were held on March 25th, April 1st, 8th, 15th, and 22nd.
- The Facilities Committee met on April 13th.

Design Expansion, Bonding

- The Woodbury Neighborhood Information meeting was held on March 29th. Although Shawn, (Project Manager) David (Architect) and myself were there to answer questions, there were no questions from community members or concerns about the expansion project. One neighborhood property owner expressed his approval of the project.
- The Facilities Design Committee met regularly to finalize finishes to be used in the expansion project. We met on March 30th, April 21st, and April 27th,
- Two separate construction team site visits occurred on April 6th, to walk through and discuss logistical issues.
- The required "Publish and Review" was posted on April 8th by our legal representative, Craig Kepler.
- The City of Woodbury Planning Commission meeting was held on April 19th. This was a lengthy meeting, however, the committee voted unanimously to move the project forward and shared kudos for the success WLA is having.
- The "Investor Presentation" planning meeting was held on April 27th.
- Woodbury City Council will meet on April 28th. The WLA expansion will be on the consent agenda.
- WLA will officially sign the Rochon Construction Company contract on April 28th.
- We will "go to market" for bonding on April 29th.

COVID and Returning Students On-Site

- We held a special ICT meeting on April 12th to address a large number of absences. We also met with our regional representative prior to the ICT meeting. The ICT decided to continue to follow our processes, which was also the recommendation of our regional representative. Also, although the week started out with COVID concerns, all COVID

tests of students came back negative as the week unfolded. Kudos to our staff members and families who cooperated with all processes, and a special shout-out to Amy Cahlander for the work she does with all stakeholder groups to keep our school safe.

- Quarantined classrooms returned as follows: The grade 4 returned on-site April 14th, the grade 1 returned on-site April 22nd, and the grade 3 returned on-site April 23rd.
- The most recent COVID update, released April 22nd (actually means April 10th) is 46.42 (up from the previous week of 37.62) Positivity rate is 6.9% (same as previous week) School health is holding steady with 6.8% total absences (9 students being on the “COVID watch list”)

II. Instructional Leadership

Monitor the development, implementation and evaluation of curricular programs and ensure that all initiatives are student focused and aligned with the school’s mission and vision. Provide leadership in the articulation among all instructional levels as well as special services within the school

- MCAs are currently being conducted with all grades 3-8 on-site students.
- At PLCs we are discussing a variety of assessment results, and planning for addressing remedial needs for the coming school year.
- Purchases and requests have been submitted for curriculum and instructional supplies for the 2021-2022 school year, and those items will be ordered in June and July.
- Teacher observations are almost complete for the year.

III. Financial Management

Exercise proactive leadership in organizing the school's resources to best meet the needs of all students.

- We have been granted an additional \$95,000 in ESSER funds since our last board meeting. We expected about \$42,000 so the extra windfall is much appreciated.

IV. Human Resource Management

Provide staff supervision and conduct/oversee annual performance appraisals, which includes three formal observations, one per trimester, for each instructional staff member, including special education and educational assistants.

- We have been scheduling interviews and at this time for some of our new positions.
- WLA para professionals have been offered renewed employment agreements, and the remainder of WLA staff contracts are expected to go out by April 30th.
- 50 out of 52 staff members are expected to return to work at WLA which is a 96% staff retention rate.

Oversee conflict resolution and all other personnel matters

- There are no issues at this time.

V. Provision for a Safe and Effective Learning Environment

Monitor reporting systems involving health and safety of students

- All fire drills and lock down drills have been completed for this school year. However, we continue to have trainings. Last week we had the Fire Marshall come on-site to speak with staff members, and this week we reviewed procedures for tornados and heat

exhaustion. On April 30th we will be doing an evacuation drill with walking staff members to Cabbelas which is our reunification center. The Woodbury Police Department will be assisting with that.

VI. Communications Management

Oversee communication system between school and parents through various means, including the WLA Family Newsletter, at minimum once a month, and oversee development and implementation of student/parent activities

- During the current pandemic, WLA has implemented several communication protocols, with some communications paring back from the previous levels.
 - Dr. Mortensen attends occasional conference calls with the Commissioner of Education. However, topics have drifted from COVID discussion topics.
 - Dr. Mortensen facilitates a conference call with other school leaders through the School Leadership Team, (SLT) once per month, and with all VOA school leaders on a weekly basis. Dr. Mortensen also maintains close contact with the WLA authorizer, VOA. Much of the focus on these calls is now the planning for the Annual VOA Conference, to be held June 16-18th in Bemidji. Board members are encouraged and welcome to attend this conference, and I will be booking reservations this upcoming week.
 - There are frequent updates between the Board Chair, Mandi Folks, and Dr. Mortensen
 - Various memos and updates to families are sent out to various stakeholder sub-groups.
- A “mandatory staff training” was held on April 16th and staff members were shocked and awed to receive COVID stipends rather than actually having a training session. It was a wonderful experience and staff members are very thankful to have been thought of this way. Kudos to Brenda, Judith, and all board members who worked together to make this happen. (Of course the problem will now be staff expectations the next time we need a “mandatory staff training” :)))))))
- Jolene led the “Pennies for Patients” drive for WLA and raised over \$8,000! Great job Jolene for rallying all of our students, families, and staff members behind this cause!



Woodbury Leadership Academy
Woodbury, MN
District 4228

Financial Statements

March 31, 2021

**Woodbury Leadership Academy
Woodbury, MN
March 31, 2021 Financial Statements**

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**Woodbury Leadership Academy
Woodbury, MN
March 31, 2021 Financial Statements**

Executive Summary

Summary of Key Indicators

- The School is currently budgeting 568 Average Daily Membership (ADM). Actual Membership as of March 31st is 561, with a current ADM of 567. An enrollment summary is presented on page 12 with actual enrollment amounts and ADM for each month through the date of this report.
- The working budget for 2020-2021 projects an annual surplus (revenues to exceed expenditures) in all funds in the amount of \$360,390, projected cumulative fund balance of \$1,323,833, 23% of total budgeted expenditures.
- Overall, the school is right on track with 67.3% of expenditures spent year to date, compared to 75% of the fiscal year completed.

Balance Sheet

The beginning balances shown on the Balance Sheet are based on the audited ending information as of June 30, 2020.

The cash and investment balance at the end of the month was \$1,068,456. The increase this month is due to receiving the PPP Loan of \$493,588. This represents the amount of cash available to use for operations.

Accounts receivable are amounts owed to the School by an outside vendor or parent.

Due from Other Funds in the amount of \$111,807 represents the amount the School has spent on behalf of the building company.

The School began receiving State aid holdback payments for FY 2019-2020 in August. The remaining State aid holdback payments of \$32,615 will be received over the next couple of months once FY 2019-2020 has been finalized.

The State holdback for the current fiscal year is estimated to be a receivable of \$1,094,768 at the time of this report. The holdback amount is approximately 10% of total state aids. The remaining holdback amount will be paid back to the School in fiscal year 2022.

Federal aids receivable represents the amount of federal funds that are owed to the School.

Balance Sheet (Continued)

Prepays represent items that have been paid for as of June 30th, but the expense will not be realized until after July 1.

Salaries and Wages Payable represents the proportion amount as of this reporting period owed to staff who receive a paycheck during the summer. This is an estimate as actual will be calculated on or near June 30.

Accounts Payable represent amounts due for invoices received but not paid as of the end of the period.

Payroll Deductions and Contributions (Owed) represents the proportion amount as of this reporting period owed to staff who receive a paycheck during the summer. This is an estimate as actual will be calculated on or near June 30.

Statement of Revenue and Expenditures

This report shows the original budget approved, the revised budget, the working budget, and year to date activity (revenues and expenditures).

Per review of the Statement of Revenue and Expenditures, the Working Budget has been updated to reflect changes in state aids, staffing, benefits, and other costs.

Cash Flow Projection

Cash balance went up significantly this month due to the deposit of the PPP loan funds. The cash flow projection tracks the activity of revenues and expenditures from previous months.

Other Items

- 990 tax return is currently being prepared.

Supplemental Information

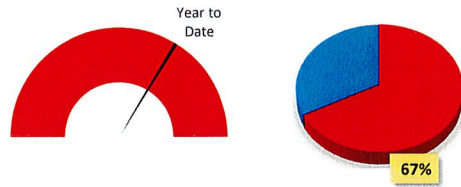
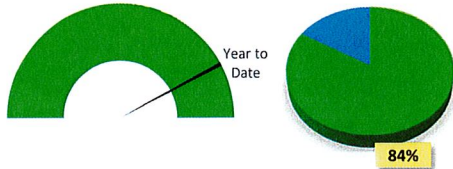
A separate Management Report is provided, which shows checks that were written during the month, receipts that were accounted for, journal entry transactions that were recorded, and contracted services details.

Please feel free to contact Brenda Kes at Brenda.kes@bergankdv.com should you have questions related to the financial statements.

Woodbury Leadership Academy
Woodbury, MN
Financial Statements Dashboard
March 31, 2021

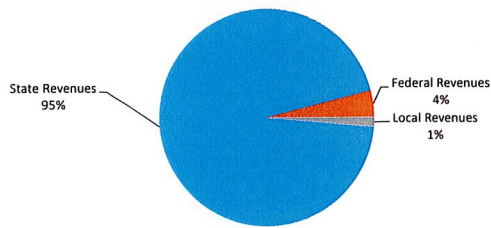
Financial Summary - Budgeted Amounts and Year to Date Activity

<i>Resources to Operate Programs (Revenues):</i>		<i>Funds Used to Provide Programs and Services (Expenses):</i>			<i>Excess / Deficit</i>	
Approved Budget	\$5,513,753	Approved Budget	\$5,416,851		\$96,903	
Working Budget	\$6,076,529	Working Budget	\$5,716,139		\$360,390	
Year to Date	\$5,087,614	83.73%	Year to Date	\$3,846,298	67.29%	\$1,241,316

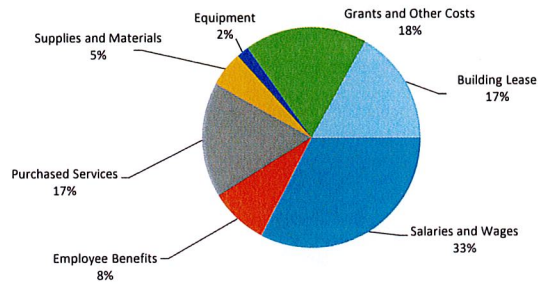


Budgets for the Year

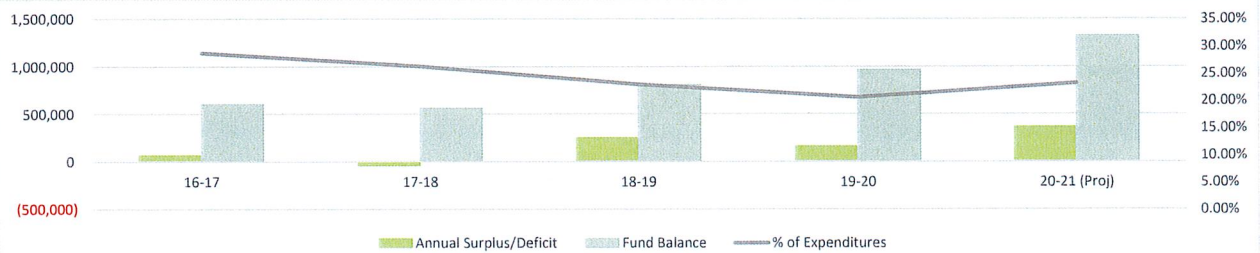
Where funds will come from to operate the school:

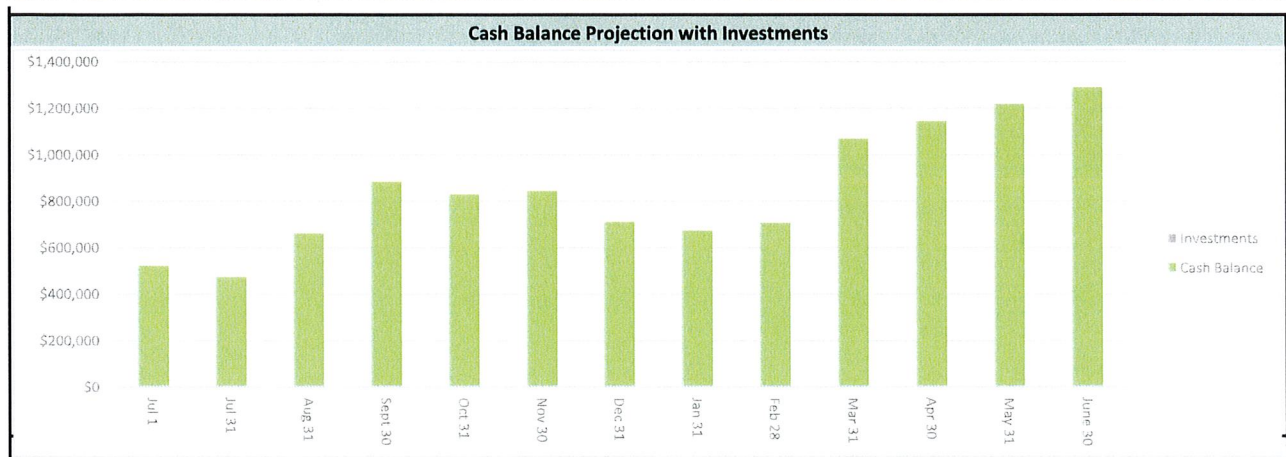
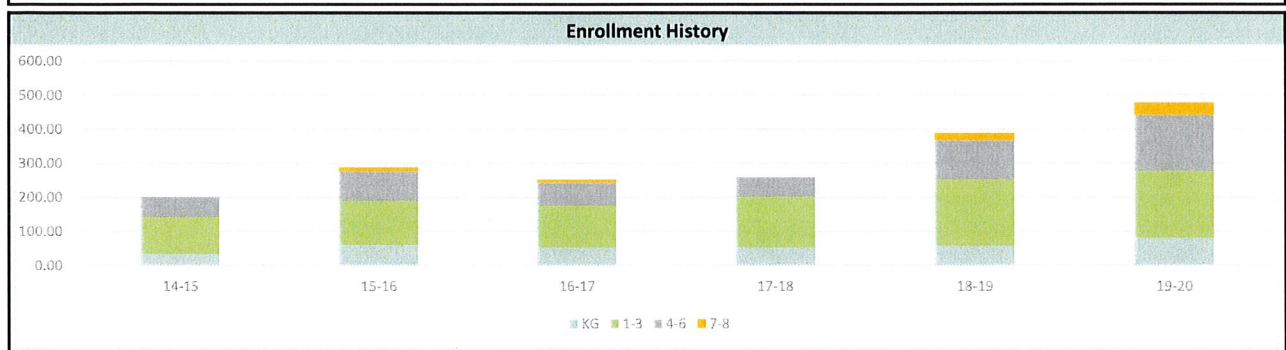
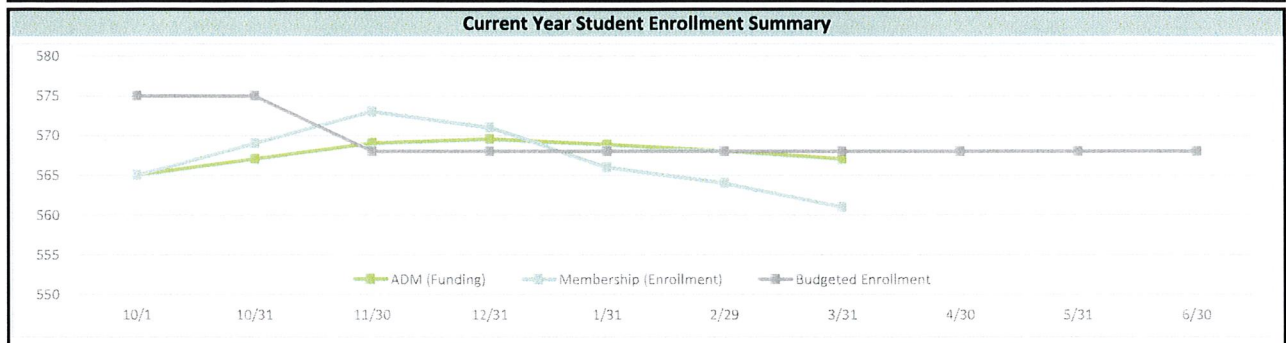
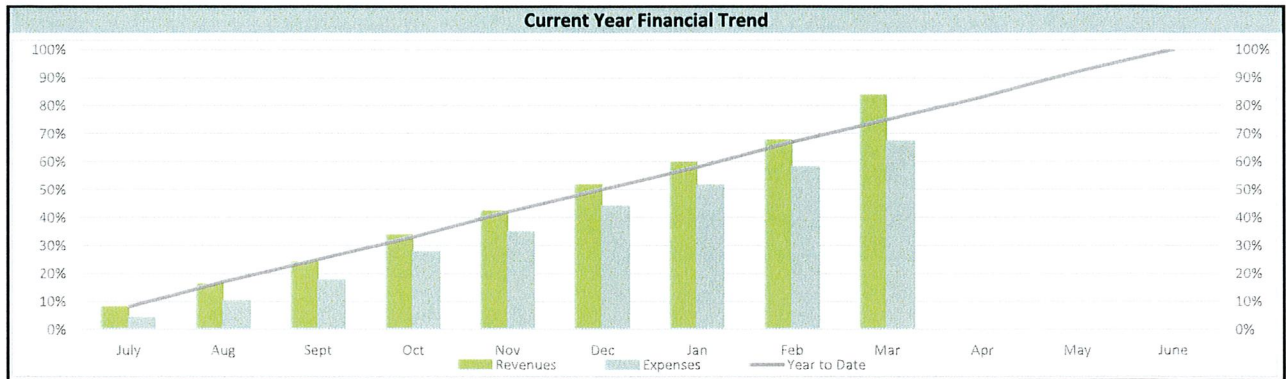


How the money is budgeted to be spent:



Fund Balance History





Woodbury Leadership Academy
Woodbury, MN
Balance Sheet
March 31, 2021

	Audited Balance June 30, 2020	Ending Balance
Assets		
Cash and Investments	\$ 520,783	\$ 1,068,456
Accounts Receivable	750	10
Due from Other Funds	-	111,807
State Aids Receivable	604,292	32,615
Current Year State Holdback Receivable		1,094,768
Federal Aids Receivable	16,536	19,162
Prepaid Expenses and Deposits	72,463	53,221
Payroll Deductions and Contributions (Prepaid)	-	-
	<hr/>	<hr/>
Total All Assets	\$ 1,214,824	\$ 2,380,038
Liabilities and Fund Balance		
Current liabilities		
Salaries and Wages Payable	\$ 115,779	\$ 130,464
Accounts Payable	36,221	-
Payroll Deductions and Contributions (Owed)	99,381	44,815
Total current liabilities	<hr/> 251,381	<hr/> 175,279
Fund balance		
Fund balance 07-01-2020	\$ 963,443	\$ 963,443
Net income to date		1,241,316
Total fund balance	<hr/> 963,443	<hr/> 2,204,759
Total liabilities and fund balance	\$ 1,214,824	\$ 2,380,038
<i>Days of cash on hand</i>		76

Management has elected to omit substantially all disclosures, government-wide financial statements and required supplementary information.

No CPA provides any assurance on these financial statements.

Woodbury Leadership Academy
Woodbury, MN
Statement of Revenues and Expenditures
March 31, 2021

Months: 9 75%

	FY 2020 Audited Actuals 477 ADM	FY 2021 Original Budget 547 ADM	FY 2021 Revised Budget 568 ADM	FY 2021 Working Budget 568 ADM	Year to Date Activity	Percent of Working Budget	Working Budget Changes
General Fund - 01							
Revenues							
State Revenues							
General Education Aid	\$ 3,411,497	\$ 4,002,254	\$ 4,159,015	\$ 4,159,015	\$ 3,012,384	72.4%	
Charter School Lease Aid	613,148	734,263	760,280	756,539	-	0.0%	(3,741)
Long Term Facilities Maintenance Aid	63,949	73,762	76,375	76,375	-	0.0%	
Literacy Incentive Aid	41,029	41,412	41,029	44,999	20,168	44.8%	3,970
Safe School Supplemental Aid	9,020	-	-	-	-	-	
School Land Trust Endowment Aid	17,441	13,724	20,294	20,294	20,113	99.1%	
Special Education Aid	549,365	499,038	691,152	691,152	163,848	23.7%	
Prior Year Adjustments	(287)	-	-	-	-	-	
Estimated State Holdback Amount	-	-	-	-	1,094,768	-	
Total State Revenues	4,705,162	5,364,453	5,748,145	5,748,375	4,311,281	75.0%	230
Federal Revenues							
Federal Title I, II, V	25,064	38,600	31,021	31,021	7,064	22.8%	
Federal Special Education	68,056	54,700	57,233	57,233	58,236	101.8%	0
Federal GEER & ESSER	-	-	38,241	38,241	17,297	45.2%	
Federal CRF	-	-	111,906	111,906	111,906	100.0%	
PPP Loan	-	-	-	-	493,588	-	
Total Federal Revenues	93,120	93,300	238,401	238,401	688,092	288.6%	
Local Revenues							
Fees from Students	29,101	47,000	9,400	9,400	4,184	44.5%	
Medical Assistance	897	2,000	1,100	1,100	492	44.8%	
Interest Earnings	4,668	7,000	3,500	3,500	406	11.6%	
Contributions and Gifts, Grants	8,841	-	47,200	47,200	54,590	115.7%	
Miscellaneous Revenues	5,436	-	28,553	28,553	28,553	100.0%	
Sale of Merchandise/Fundraising	(2,440)	-	-	-	16	-	
Total local revenues	46,502	56,000	89,753	89,753	88,241	98.3%	
Total Revenues	\$ 4,844,784	\$ 5,513,753	\$ 6,076,299	\$ 6,076,529	\$ 5,087,614	83.7%	\$ 230
Expenditures							
Salaries and Wages	\$ 1,625,563	\$ 1,965,687	\$ 1,859,659	\$ 1,865,014	\$ 1,342,333	72.0%	5,355
Employee Benefits	427,043	558,017	485,605	486,417	335,482	69.0%	812
Contracted Services	260,271	295,987	266,586	266,586	182,519	68.5%	
Technology Services	19,407	26,300	27,400	27,400	11,882	43.4%	
Communication Services	6,872	8,650	8,650	8,650	4,422	51.1%	
Postage	1,373	3,400	3,500	3,500	2,658	75.9%	
Utilities	87,639	122,842	122,842	122,842	92,172	75.0%	
Property and Casualty Insurance	15,120	17,600	18,400	18,400	16,033	87.1%	
Repairs and Maintenance	58,001	127,564	127,564	127,564	49,853	39.1%	
Student Transportation	339,604	362,476	375,153	375,153	299,855	79.9%	
Field Trip Transportation	11,331	10,940	5,000	5,000	-	0.0%	
Travel and Conferences	22,605	10,000	10,000	10,000	9,334	93.3%	
Field Trip Admissions	15,400	12,040	5,000	5,000	690	13.8%	
Building Lease	681,276	815,848	945,507	959,381	680,002	70.9%	13,874
Other Rentals and Leases	33,996	2,000	2,000	2,000	1,995	99.7%	

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No CPA provides any assurance on these financial statements.

Woodbury Leadership Academy
Woodbury, MN
Statement of Revenues and Expenditures
March 31, 2021

					Months: 9	75%	
	FY 2020 Audited Actuals 477 ADM	FY 2021 Original Budget 547 ADM	FY 2021 Revised Budget 568 ADM	FY 2021 Working Budget 568 ADM	Year to Date Activity	Percent of Working Budget	Working Budget Changes
Office Supplies/General Supplies	38,909	54,100	56,200	56,200	19,494	34.7%	
Maintenance Supplies	17,112	17,500	20,800	20,800	13,658	65.7%	
Non-Instructional Software	13,280	14,900	13,085	13,085	10,519	80.4%	
Instructional Software	9,293	13,700	44,200	44,200	38,079	86.2%	
Instructional Supplies	61,820	62,400	75,100	75,100	38,675	51.5%	
Textbooks and Workbooks	46,547	50,000	66,000	66,000	40,497	61.4%	
Standardized Tests	5,013	9,500	9,900	9,900	5,988	60.5%	
Media/Library Resources	-	2,500	2,500	2,500	-	0.0%	
Food	2,223	5,500	5,500	5,500	3,106	56.5%	
Building Improvements	131,386	70,000	70,000	35,000	18,230	52.1%	(35,000)
Furniture and Other Equipment	20,065	40,000	20,000	20,000	7,719	38.6%	
Technology Equipment	6,348	30,000	30,000	30,000	-	0.0%	
Principal and Interest - Capital Lease	12,114	20,000	20,000	20,000	11,598	58.0%	
Dues and Memberships	27,642	30,500	30,500	30,500	26,507	86.9%	
School Safety	5,248	-	3,772	3,772	-	0.0%	
Third Party Expenditures	897	2,000	-	1,100	-	0.0%	
Give to the Max	-	-	13,000	13,000	74	0.6%	
Director's Discretionary Fund	-	5,000	5,000	5,000	-	0.0%	
State Special Education	590,715	536,600	743,174	743,174	388,423	52.3%	
Federal Title I, II, V	25,064	38,600	31,021	31,021	7,064	22.8%	
Federal Special Education	68,056	54,700	57,233	57,233	58,236	101.8%	
Federal GEER & ESSER	-	-	38,241	38,241	17,297	45.2%	
Federal CRF	-	-	111,906	111,906	111,906	100.0%	
Total expenditures	\$ 4,687,230	\$ 5,396,851	\$ 5,731,098	\$ 5,716,139	\$ 3,846,298	67.3%	(14,959)
General fund net income	\$ 157,555	\$ 116,903	\$ 345,201	\$ 360,390	\$ 1,241,316		15,189
Community Services Fund - 04							
Revenues							
Registration Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Total revenues	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Expenditures							
Purchased Services	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Supplies and Materials, Snacks	288	-	-	-	-	-	
Equipment	1,325	20,000	20,000	-	-	-	(20,000)
Dues and Memberships	-	-	-	-	-	-	
Total Expenditures	\$ 1,613	\$ 20,000	\$ 20,000	\$ -	\$ -	0.0%	(20,000)
Community Services Fund Net Income	\$ (1,613)	\$ (20,000)	\$ (20,000)	\$ -	\$ -		(20,000)

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Woodbury Leadership Academy
Woodbury, MN
Statement of Revenues and Expenditures
March 31, 2021

	Months: 9		75%				
	FY 2020 Audited Actuals 477 ADM	FY 2021 Original Budget 547 ADM	FY 2021 Revised Budget 568 ADM	FY 2021 Working Budget 568 ADM	Year to Date Activity	Percent of Working Budget	Working Budget Changes
Total All Funds							
Revenues							
State Revenues	\$ 4,705,162	\$ 5,364,453	\$ 5,748,145	\$ 5,748,375	\$ 4,311,281	75.0%	230
Federal Revenues	93,120	93,300	238,401	238,401	688,092	288.6%	0
Local Revenues	46,502	56,000	89,753	89,753	88,241	98.3%	0
Total Revenues	\$ 4,844,784	\$ 5,513,753	\$ 6,076,299	\$ 6,076,529	\$ 5,087,614	83.7%	230
Expenditures							
Salaries and Wages	\$ 1,625,563	\$ 1,965,687	\$ 1,859,659	\$ 1,865,014	\$ 1,342,333	72.0%	5,355
Employee Benefits	427,043	558,017	485,605	486,417	335,482	69.0%	812
Purchased Services	1,552,894	1,815,647	1,917,602	1,931,476	1,351,414	70.0%	13,874
Supplies and Materials	194,483	230,100	293,285	293,285	170,015	58.0%	0
Equipment	171,238	180,000	160,000	105,000	37,547	35.8%	(55,000)
Grants and Other Costs	717,622	667,400	1,034,947	1,034,947	609,508	58.9%	0
Total Expenditures	\$ 4,688,843	\$ 5,416,851	\$ 5,751,098	\$ 5,716,139	\$ 3,846,298	67.3%	(34,959)
Total Revenues All Funds	\$ 4,844,784	\$ 5,513,753	\$ 6,076,299	\$ 6,076,529	\$ 5,087,614	83.7%	230
Total Expenditures All Funds	\$ 4,688,843	\$ 5,416,851	\$ 5,751,098	\$ 5,716,139	\$ 3,846,298	67.3%	(34,959)
Net Income - All Funds	\$ 155,942	\$ 96,903	\$ 325,201	\$ 360,390	\$ 1,241,316		35,189

Beginning Fund Balance, All Funds, July 1, 2020	\$ 807,501	\$ 963,443	\$ 963,443	\$ 963,443
Projected Fund Balance, All Funds, June 30, 2021	\$ 963,443	\$ 1,060,345	\$ 1,288,644	\$ 1,323,833
Projected Fund Balance Percentage	21%	20%	22%	23%

The Working Budget estimates shown on this report are prepared using both the school's estimates and consultant estimates and are prepared for internal use only.

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Woodbury Leadership Academy
Cash Flow Projection Summary
2020-2021 School Year

Period Ending	Cash Inflows (Revenues)				Total Receipts	Cash Outflows (Expenditures)				Cash Balance
	State Aid Payments	Federal Aid Payments	Other Receipts	Prior Year State and Federal Holdback		Salaries (Cash flow budgeted at Gross but updated at Net)	Other Expenses Actual Includes Benefits (Tax Payments, PERA, TRA) and AP	Payments made on behalf of the building company	Total Expenses	
Jul 31	\$ 346,416	\$ -	\$ 1,101	\$ 750	\$ 348,267	\$ 134,423	\$ 261,455	\$ -	\$ 395,878	\$ 520,783
Aug 31	346,367	-	5,865	233,689	585,921	142,720	255,843	-	398,563	660,530
Sept 30	357,326	-	6,246	228,842	592,414	193,080	176,642	-	369,722	883,222
Oct 31	346,531	-	30,869	108,706	486,105	192,061	347,562	-	539,623	829,704
Nov 30	378,190	57,367	4,003	669	440,229	185,814	214,898	25,000	425,712	844,221
Dec 31	352,737	54,539	38,783	247	446,306	190,654	379,330	9,649	579,633	710,894
Jan 31	352,712	-	4,480	30,176	387,368	178,503	231,922	13,991	424,416	673,847
Feb 28	371,254	44,505	1,595	1,918	419,272	179,847	171,997	35,050	386,894	706,225
Mar 31	364,980	7,126	494,705	11,805	878,616	180,608	307,661	28,117	516,385	1,068,456
Apr 30	652,341	17,008	231	4,026	673,607	257,907	339,133	-	597,040	1,145,023
May 31	652,341	17,008	231	-	669,581	257,907	339,133	-	597,040	1,217,564
June 30	652,341	17,008	231	-	669,581	257,907	339,133	-	597,040	1,290,105
Projected	5,173,537	214,561	588,341	620,828	6,597,267	2,351,431	3,364,708	111,806	5,827,945	-
	5,173,537	214,561	588,341	620,828	6,597,267	2,351,431	3,364,708	-	5,827,945	-
Totals	5,173,537	214,561	588,341	620,828	6,597,267	2,351,431	3,364,708	111,806	5,827,945	1,290,105

Assumptions: 10% State Aid Holdback

This cash flow projection is to be used only to show that if we follow our working budget for the year that we will not encounter cash flow issues and that we will be able to maintain normal operations. It is not meant to be used to accurately predict what expenditures will be incurred in the short-term. Due to the manner in which MDE regulates the funding, abrupt changes may occur in the amounts of the payments. However, the total amount of the state aids should be reasonable given a stable budget.

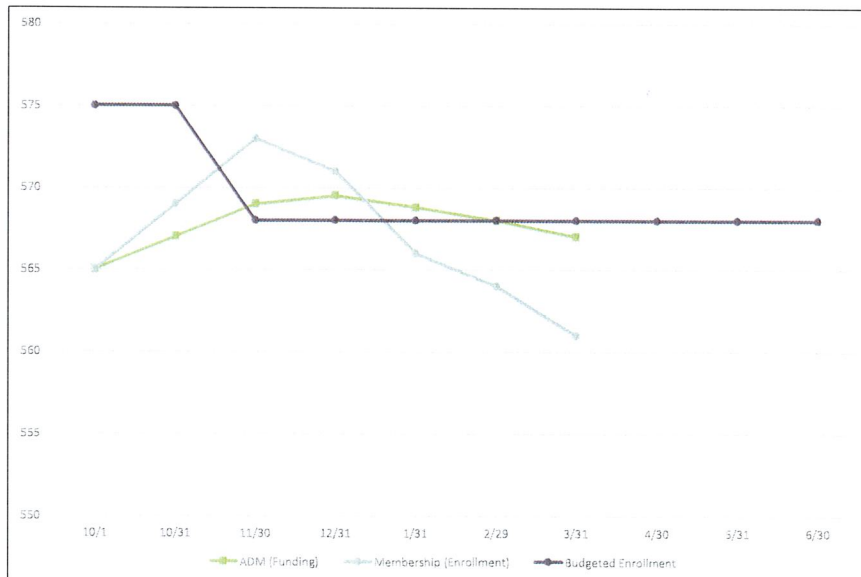
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Woodbury Leadership Academy
Woodbury, MN
Enrollment Report
March 31, 2021

Average Daily Membership (ADM)											
	Grade	10/1	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/31	6/30
	K	86	86	86	86	86	86	85			
	1	93	94	94	94	94	94	94			
	2	71	70	69	69	69	68	68			
	3	78	77	77	77	76	76	76			
	4	69	69	69	69	69	69	69			
	5	68	69	69	69	69	69	69			
	6	51	52	52	52	52	52	52			
	7	29	31	32	32	32	32	32			
	8	20	21	22	22	22	22	22			
Grand Total		565	567	569	570	569	568	567	0	0	0

Membership (Enrollment) as of:											
	Grade	10/1	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/31	6/30
	K	86	86	86	86	85	85	84			
	1	93	94	95	95	94	93	93			
	2	71	68	69	68	67	66	67			
	3	78	76	76	76	75	74	74			
	4	69	69	70	69	68	68	68			
	5	68	69	69	69	69	68	68			
	6	51	52	52	52	52	54	54			
	7	29	33	33	33	33	33	31			
	8	20	22	23	23	23	23	22			
Grand Total		565	569	573	571	566	564	561	0	0	0

Budgeted Enrollments as of:											
	Grade	10/1	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/31	6/30
	K	80	80	86	86	86	86	86	86	86	86
	1	80	80	94	94	94	94	94	94	94	94
	2	66	66	68	68	68	68	68	68	68	68
	3	68	68	77	77	77	77	77	77	77	77
	4	68	68	69	69	69	69	69	69	69	69
	5	70	70	69	69	69	69	69	69	69	69
	6	70	70	52	52	52	52	52	52	52	52
	7	50	50	31	31	31	31	31	31	31	31
	8	23	23	22	22	22	22	22	22	22	22
Grand Total		575	575	568	568	568	568	568	568	568	568





Woodbury Leadership Academy
Woodbury, MN
District 4228

Supplemental Reports

March 31, 2021

WOODBURY LEADERSHIP ACADEMY

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
OLDN		6737		Check	1	1600	Emily Lashua		No	No	No	03/26/2021	1,213.60
OLDN		6738		Check	1	1613	Christina Burnett		No	No	No	03/26/2021	1,709.57
OLDN		6739		Wire	1	1001	Public Employee Retirement Association		No	Yes	No	03/26/2021	4,440.68
OLDN		6740		Wire	1	1002	Teachers Retirement Association		No	Yes	No	03/26/2021	25,283.23
OLDN		6741		Wire	1	1128	AssociatedBank		No	Yes	No	03/26/2021	3,300.02
OLDN		6742		Wire	1	1369	BerganKDV Outsourced Services LLC		No	Yes	No	03/26/2021	342.11
OLDN		6743		Wire	1	1417	VOYA		No	Yes	No	03/26/2021	1,689.90
OLDN		6744		Wire	1	1417	VOYA		No	Yes	No	03/26/2021	1,689.90
OLDN		6745		Wire	1	1558	Bill.com		No	Yes	No	03/26/2021	87.92
OLDN		6746		Wire	1	1591	PreferredOne Insurance Company		No	Yes	No	03/26/2021	20,468.74
OLDN		6747		BP	1	1029	The Home Depot		No	Yes	No	03/03/2021	332.20
OLDN		6748		BP	1	1029	The Home Depot		No	Yes	No	03/03/2021	29.91
OLDN		6749		BP	1	1029	The Home Depot		No	Yes	No	03/03/2021	290.65
OLDN		6750		BP	1	1029	The Home Depot		No	Yes	No	03/03/2021	201.50
OLDN		6751		BP	1	1054	Integrative Therapy, LLC.		No	Yes	No	03/03/2021	3,248.89
OLDN		6752		BP	1	1098	Teachers on Call	C Corporation	No	Yes	No	03/03/2021	221.00
OLDN		6753		BP	1	1150	JR Computer Associates		No	Yes	No	03/03/2021	1,200.00
OLDN		6754		BP	1	1233	Reno Mothes		No	Yes	No	03/03/2021	175.00
OLDN		6755		BP	1	1240	Keys to Communication		No	Yes	No	03/03/2021	4,951.25
OLDN		6756		BP	1	1241	Sheila Merzer		No	Yes	No	03/03/2021	250.00
OLDN		6757		BP	1	1241	Sheila Merzer		No	Yes	No	03/03/2021	625.00
OLDN		6758		BP	1	1249	Designs for Learning		No	Yes	No	03/03/2021	1,323.00
OLDN		6759		BP	1	1387	Kathleen Mortensen		No	Yes	No	03/03/2021	61.90
OLDN		6760		BP	1	1393	Regents of the U of M		No	Yes	No	03/03/2021	200.00
OLDN		6761		BP	1	1457	MSB Holdings - Woodbury LLC		No	Yes	No	03/03/2021	58,052.26
OLDN		6762		BP	1	1462	Monarch Bus Service Inc		No	Yes	No	03/03/2021	35,559.84
OLDN		6763		BP	1	1481	Comcast		No	Yes	No	03/03/2021	393.35
OLDN		6764		BP	1	1594	InstantWhip- Minneapolis		No	Yes	No	03/03/2021	169.19
OLDN		6765		BP	1	1594	InstantWhip- Minneapolis		No	Yes	No	03/03/2021	97.45
OLDN		6766		BP	1	1616	Wenck Associates		No	Yes	No	03/03/2021	4,576.50
OLDN		6767		BP	1	1621	Cintas		No	Yes	No	03/03/2021	110.73
OLDN		6768		BP	1	1026	Dell Marketing L.P.		No	Yes	No	03/18/2021	1,777.06
OLDN		6769		BP	1	1029	The Home Depot		No	Yes	No	03/18/2021	180.44
OLDN		6770		BP	1	1029	The Home Depot		No	Yes	No	03/18/2021	119.88
OLDN		6771		BP	1	1029	The Home Depot		No	Yes	No	03/18/2021	340.32
OLDN		6772		BP	1	1054	Integrative Therapy, LLC.		No	Yes	No	03/18/2021	2,255.17
OLDN		6773		BP	1	1098	Teachers on Call	C Corporation	No	Yes	No	03/18/2021	663.00
OLDN		6774		BP	1	1116	Strategic Staffing Solutions		No	Yes	No	03/18/2021	717.50
OLDN		6775		BP	1	1140	Computer Integration Technologies		No	Yes	No	03/18/2021	1,166.00

WOODBURY LEADERSHIP ACADEMY

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
OLDN		6776		BP	1	1209	Apple		No	Yes	No	03/18/2021	11,370.00
OLDN		6777		BP	1	1241	Sheila Merzer		No	Yes	No	03/18/2021	375.00
OLDN		6778		BP	1	1246	Sentient Healthcare	S Corporation	No	Yes	No	03/18/2021	82.50
OLDN		6779		BP	1	1246	Sentient Healthcare	S Corporation	No	Yes	No	03/18/2021	27.50
OLDN		6780		BP	1	1246	Sentient Healthcare	S Corporation	No	Yes	No	03/18/2021	82.50
OLDN		6781		BP	1	1246	Sentient Healthcare	S Corporation	No	Yes	No	03/18/2021	(100.00)
OLDN		6782		BP	1	1251	Kylie Griffith		No	Yes	No	03/18/2021	109.35
OLDN		6783		BP	1	1302	Toshiba Financial Services		No	Yes	No	03/18/2021	1,765.32
OLDN		6784		BP	1	1369	BerganKDV Outsourced Services LLC		No	Yes	No	03/18/2021	6,163.00
OLDN		6785		BP	1	1461	Gamino's Cleaning Company LLC		No	Yes	No	03/18/2021	9,939.00
OLDN		6786		BP	1	1462	Monarch Bus Service Inc		No	Yes	No	03/18/2021	5,500.00
OLDN		6787		BP	1	1462	Monarch Bus Service Inc		No	Yes	No	03/18/2021	5,500.00
OLDN		6788		BP	1	1508	First Bankcard		No	Yes	No	03/18/2021	2,909.74
OLDN		6789		BP	1	1509	Colliers Architecture LLC		No	Yes	No	03/18/2021	23,540.00
OLDN		6790		BP	1	1541	Business Essentials		No	Yes	No	03/18/2021	449.55
OLDN		6791		BP	1	1555	DHH Consulting LLC		No	Yes	No	03/18/2021	1,205.72
OLDN		6792		BP	1	1592	JOJ School Nurse Consulting LLC	Ind/Sole Proprietor	No	Yes	No	03/18/2021	630.00
OLDN		6793		BP	1	1594	InstantWhip- Minneapolis	Ind/Sole Proprietor	No	Yes	No	03/18/2021	184.18
OLDN		6794		BP	1	1602	Heidi Dettman		No	Yes	No	03/18/2021	555.75
OLDN		6795		BP	1	1621	Cintas		No	Yes	No	03/18/2021	33.22
OLDN		6796		BP	1	1457	MSB Holdings - Woodbury LLC		No	Yes	No	03/30/2021	83,964.25
OLDN		6797		Wire	1	1369	BerganKDV Outsourced Services LLC		No	Yes	No	03/31/2021	781.35
OLDN		6798		Wire	1	1441	Old National		No	Yes	No	03/31/2021	420.21
OLDN		6799		Wire	1	1609	GIS Benefits		No	Yes	No	03/31/2021	3,697.74
OLDN		6800		Check	1	1613	Christina Burnett		No	No	No	03/31/2021	414.47

Bank Total: \$339,115.01

Report Total: \$339,115.01

WOODBURY LEADERSHIP ACADEMY
Detail Payment Register By Check

r_ap_checkregd

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
4228	OLDN	1001			Public Employee Retirement Association		Wire
			B 01 215 017		Payroll Accrual		
	PO#:	Voucher #:	7286	Invoice	Invoice No: 3.3.21	3/26/2021	Paid Amt: \$2,378.41
	PO#:	Voucher #:	7287	Invoice	Invoice No: 3.19.21	3/26/2021	Paid Amt: \$2,062.27
							Check Amount: \$4,440.68
4228	OLDN	1002			Teachers Retirement Association		Wire
			B 01 215 018		Payroll Accrual		
	PO#:	Voucher #:	7288	Invoice	Invoice No: 3.3.21	3/26/2021	Paid Amt: \$12,640.99
	PO#:	Voucher #:	7289	Invoice	Invoice No: 3.19.21	3/26/2021	Paid Amt: \$12,642.24
							Check Amount: \$25,283.23
4228	OLDN	1128			AssociatedBank		Wire
			B 01 215 022		HSA		
	PO#:	Voucher #:	7290	Invoice	Invoice No: 3.4.21	3/26/2021	Paid Amt: \$1,650.01
	PO#:	Voucher #:	7291	Invoice	Invoice No: 3.17.21	3/26/2021	Paid Amt: \$1,650.01
							Check Amount: \$3,300.02
4228	OLDN	1369			BerganKDV Outsourced Services LLC		Wire
			E 01 005 110 000 000 305		KPay Processing Fee		
	PO#:	Voucher #:	7282	Invoice	Invoice No: 3.3.21	3/26/2021	Paid Amt: \$342.11
							Check Amount: \$342.11
4228	OLDN	1417			VOYA		Wire
			B 01 215 021		TSA		
	PO#:	Voucher #:	7284	Invoice	Invoice No: 3.3.21	3/26/2021	Paid Amt: \$1,689.90
							Check Amount: \$1,689.90
4228	OLDN	1417			VOYA		Wire
			B 01 215 021		TSA		
	PO#:	Voucher #:	7285	Invoice	Invoice No: 3.16.21	3/26/2021	Paid Amt: \$1,689.90
							Check Amount: \$1,689.90
4228	OLDN	1558			Bill.com		Wire
			E 01 005 110 000 000 305		Service Fees		
	PO#:	Voucher #:	7281	Invoice	Invoice No: 3.16.21	3/26/2021	Paid Amt: \$87.92
							Check Amount: \$87.92
4228	OLDN	1591			PreferredOne Insurance Company		Wire
			B 01 215 008		February: Health Insurance Premiums- PC02 3		
	PO#:	Voucher #:	7283	Invoice	Invoice No: 3.2.21	3/26/2021	Paid Amt: \$20,468.74
							Check Amount: \$20,468.74

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	Check Amount:
4228	OLDN	1029	E 01 005 810 000 000 401	7292	The Home Depot Invoice	3/3/2021	BP	\$332.20
		Voucher #:			Invoice No: '599241304		Paid Amt:	\$332.20
							Check Amount:	\$332.20
4228	OLDN	1029	E 01 005 810 000 000 401	7293	The Home Depot Invoice	3/3/2021	BP	\$29.91
		Voucher #:			Invoice No: '600297048		Paid Amt:	\$29.91
							Check Amount:	\$29.91
4228	OLDN	1029	E 01 005 810 000 000 401	7294	The Home Depot Invoice	3/3/2021	BP	\$290.65
		Voucher #:			Invoice No: '600297055		Paid Amt:	\$290.65
							Check Amount:	\$290.65
4228	OLDN	1029	E 01 005 810 000 000 401	7295	The Home Depot Invoice	3/3/2021	BP	\$201.50
		Voucher #:			Invoice No: '600704787		Paid Amt:	\$201.50
							Check Amount:	\$201.50
4228	OLDN	1054	E 01 010 420 000 740 394		Integrative Therapy, LLC. OT 23.83 @\$90/hr		BP	\$2,145.03
					FY21 COTA Services:14.92hrs @ \$74			\$1,103.86
		Voucher #:			Invoice No: 2627	3/3/2021	Paid Amt:	\$3,248.89
							Check Amount:	\$3,248.89
4228	OLDN	1098	E 01 010 203 000 000 305	7299	Teachers on Call Invoice	3/3/2021	BP	\$221.00
		Voucher #:			Invoice No: 122786		Paid Amt:	\$221.00
							Check Amount:	\$221.00
4228	OLDN	1150	E 01 005 605 000 000 315	7310	JR Computer Associates Invoice	3/3/2021	BP	\$1,200.00
		Voucher #:			Invoice No: R20211273		Paid Amt:	\$1,200.00
							Check Amount:	\$1,200.00
4228	OLDN	1233	E 01 010 404 000 740 394	7312	Reno Mothes Invoice	3/3/2021	BP	\$175.00
		Voucher #:			Invoice No: WLA-0049		Paid Amt:	\$175.00
							Check Amount:	\$175.00
4228	OLDN	1240	E 01 010 401 000 740 394	7309	Keys to Communication Invoice	3/3/2021	BP	\$4,951.25
		Voucher #:			Invoice No: 9201634		Paid Amt:	\$4,951.25
							Check Amount:	\$4,951.25

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt Type	Pmt Date	Check Amount:
4228	OLDN	1241	E 01 010 411 000 740 394	Invoice	Sheila Merzer	BP	3/3/2021	\$250.00
PO#:		Voucher #:	7300	Invoice	Invoice No: 22679	Paid Amt:		\$250.00
						Check Amount:		\$250.00
4228	OLDN	1241	E 01 010 411 000 740 394	Invoice	Sheila Merzer	BP	3/3/2021	\$625.00
PO#:		Voucher #:	7301	Invoice	Invoice No: 22696	Paid Amt:		\$625.00
						Check Amount:		\$625.00
4228	OLDN	1249	E 01 010 420 000 740 394	Invoice	Designs for Learning	BP	3/3/2021	\$1,323.00
PO#:		Voucher #:	7308	Invoice	Invoice No: 50	Paid Amt:		\$1,323.00
						Check Amount:		\$1,323.00
4228	OLDN	1387	E 01 010 203 000 401	Invoice	Kathleen Mortensen	BP	3/3/2021	\$61.90
PO#:		Voucher #:	7297	Invoice	Invoice No: 2/18/2021	Paid Amt:		\$61.90
						Check Amount:		\$61.90
4228	OLDN	1393	E 01 010 203 000 305	Invoice	Regents of the U of M	BP	3/3/2021	\$200.00
PO#:		Voucher #:	7302	Invoice	Invoice No: 230040229	Paid Amt:		\$200.00
						Check Amount:		\$200.00
4228	OLDN	1457	E 01 005 810 000 350	Invoice	MSB Holdings - Woodbury LLC	BP	3/3/2021	\$6,206.73
					R&M			\$2,992.31
					Mgmt Fees			\$997.44
					Insurance			\$44,364.25
					Lease			\$19,166.67
					Real Estate Taxes			\$10,236.85
					Utilities			(\$25,911.99)
					2020 CAM Rec			
PO#:		Voucher #:	7311	Invoice	Invoice No: R5169	Paid Amt:		\$58,052.26
						Check Amount:		\$58,052.26
4228	OLDN	1462	E 01 005 760 000 720 360	Invoice	Monarch Bus Service Inc	BP	3/3/2021	\$35,559.84
PO#:		Voucher #:	7304	Invoice	Invoice No: 38567	Paid Amt:		\$35,559.84
						Check Amount:		\$35,559.84
4228	OLDN	1481	E 01 005 110 000 320	Invoice	Comcast	BP	3/3/2021	\$393.35
PO#:		Voucher #:	7296	Invoice	Invoice No: 2/16/2021	Paid Amt:		\$393.35
						Check Amount:		\$393.35

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/VOID Date	Pmt Type	Check Amount:
4228	OLDN	1594	E 01 010 203 000 000 490	Invoice	InstantWhip- Minneapolis Lunch Milk	3/3/2021	BP	\$169.19
PO#:		Voucher #:	7306	Invoice	Invoice No: 4300277294		Paid Amt:	\$169.19
							Check Amount:	\$169.19
4228	OLDN	1594	E 01 010 203 000 000 490	Invoice	InstantWhip- Minneapolis Lunch Milk	3/3/2021	BP	\$97.45
PO#:		Voucher #:	7307	Invoice	Invoice No: 4300277498		Paid Amt:	\$97.45
							Check Amount:	\$97.45
4228	OLDN	1616	B 01 118 000	Invoice	Wenck Associates Survey Progress-Topographic Survey Final Pym	3/3/2021	BP	\$4,576.50
PO#:		Voucher #:	7298	Invoice	Invoice No: 2/18/2021		Paid Amt:	\$4,576.50
							Check Amount:	\$4,576.50
4228	OLDN	1621	E 01 005 810 000 000 401	Invoice	Cintas Mats & sanitizer service	3/3/2021	BP	\$110.73
PO#:		Voucher #:	7305	Invoice	Invoice No: 4076441363		Paid Amt:	\$110.73
							Check Amount:	\$110.73
4228	OLDN	1026	E 01 005 108 000 000 465	Invoice	Dell Marketing L.P. 2 Dell Laptops \$771.10/each (Admin)	3/18/2021	BP	\$1,777.06
PO#:		Voucher #:	7319	Invoice	Invoice No: 10470020189		Paid Amt:	\$1,777.06
							Check Amount:	\$1,777.06
4228	OLDN	1029	E 01 005 810 000 000 401	Invoice	The Home Depot Janitorial Supplies: Bath Tissue, paper towels	3/18/2021	BP	\$180.44
PO#:		Voucher #:	7336	Invoice	Invoice No: '601858236		Paid Amt:	\$180.44
							Check Amount:	\$180.44
4228	OLDN	1029	E 01 005 810 000 000 401	Invoice	The Home Depot Janitorial Supplies: Ice Melt	3/18/2021	BP	\$119.88
PO#:		Voucher #:	7337	Invoice	Invoice No: '601858244		Paid Amt:	\$119.88
							Check Amount:	\$119.88
4228	OLDN	1029	E 01 005 810 000 000 401	Invoice	The Home Depot Janitorial Supplies: Floor Finish, cleaning suppli	3/18/2021	BP	\$340.32
PO#:		Voucher #:	7338	Invoice	Invoice No: '604026724		Paid Amt:	\$340.32
							Check Amount:	\$340.32
4228	OLDN	1054	E 01 010 420 000 740 394	Invoice	Integrative Therapy, LLC. OT 18 @\$90/hr		BP	\$1,620.00
PO#:		Voucher #:	7324	Invoice	Invoice No: 2651		Paid Amt:	\$2,255.17
							Check Amount:	\$2,255.17

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	Check Amount:
4228	OLDN	1098	E 01 010 203 000 000 305		Teachers on Call	Substitutes: 2.22-2.24.21	BP	\$663.00
PO#:		Voucher #: 7335	Invoice	Invoice No: 123031		3/18/2021	Paid Amt:	\$663.00
							Check Amount:	\$663.00
4228	OLDN	1116	E 01 010 411 000 740 394		Strategic Staffing Solutions	ASD consultant: 2.5-2.26.21-10.25 hr @ \$70.0	BP	\$717.50
PO#:		Voucher #: 7334	Invoice	Invoice No: 10175-21		3/18/2021	Paid Amt:	\$717.50
							Check Amount:	\$717.50
4228	OLDN	1140	E 01 005 108 000 000 405		Computer Integration Technologies	FY20-21	BP	\$388.67
			B 01 131 000			FY21-22		\$777.33
PO#:		Voucher #: 7318	Invoice	Invoice No: 120681		3/18/2021	Paid Amt:	\$1,166.00
							Check Amount:	\$1,166.00
4228	OLDN	1209	E 01 010 630 011 151 466		Apple	iPad Mini 30 @ \$379/ea web order #210454307	BP	\$924.10
			E 01 010 630 000 000 466			iPad Mini 30 @ \$379/ea web order #210454307		\$10,445.90
PO#:		Voucher #: 7313	Invoice	Invoice No: 1012044142		3/18/2021	Paid Amt:	\$11,370.00
							Check Amount:	\$11,370.00
4228	OLDN	1241	E 01 010 411 000 740 394		Sheila Merzer	Autism Specialist: 3.1.21-25 hrs @ \$125 + 62.5	BP	\$375.00
PO#:		Voucher #: 7333	Invoice	Invoice No: 22710		3/18/2021	Paid Amt:	\$375.00
							Check Amount:	\$375.00
4228	OLDN	1246	E 01 010 405 000 740 394		Sentient Healthcare	Audiology: .75hr @ \$100/hr	BP	\$82.50
PO#:		Voucher #: 7329	Invoice	Invoice No: 125272		3/18/2021	Paid Amt:	\$82.50
							Check Amount:	\$82.50
4228	OLDN	1246	E 01 010 405 000 740 394		Sentient Healthcare	Audiology: .25hr @ \$100/hr	BP	\$27.50
PO#:		Voucher #: 7330	Invoice	Invoice No: 125234		3/18/2021	Paid Amt:	\$27.50
							Check Amount:	\$27.50
4228	OLDN	1246	E 01 010 405 000 740 394		Sentient Healthcare	Audiology: .75hr @ \$100/hr	BP	\$82.50
PO#:		Voucher #: 7331	Invoice	Invoice No: 125290		3/18/2021	Paid Amt:	\$82.50
							Check Amount:	\$82.50
4228	OLDN	1246	E 01 010 405 000 740 394		Sentient Healthcare	Credit	BP	(\$100.00)
PO#:		Voucher #: 7332	Invoice	Invoice No: 125188		3/18/2021	Paid Amt:	(\$100.00)
							Check Amount:	(\$100.00)

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	Check Amount:
4228	OLDN	1251	E 01 010 203 000 000 430	Invoice	Kylie Griffith	3/18/2021	BP	\$109.35
PO#:		Voucher #:	7326	Invoice	Reim: Books		Paid Amt:	\$109.35
					Invoice No: 3/16/2021		Check Amount:	\$109.35
4228	OLDN	1302	E 01 010 605 000 000 580	Invoice	Toshiba Financial Services	3/18/2021	BP	\$1,288.65
PO#:		Voucher #:	7339	Invoice	FY21 February Copier Lease		Paid Amt:	\$1,765.32
					Overages		Check Amount:	\$1,765.32
					Invoice No: 5014179218			\$6,163.00
4228	OLDN	1369	E 01 005 110 000 000 305	Invoice	BerganKDV Outsourced Services LLC	3/18/2021	BP	\$6,163.00
PO#:		Voucher #:	7314	Invoice	FY21 March Financial Management and Account		Paid Amt:	\$6,163.00
					Invoice No: 1122191		Check Amount:	\$6,163.00
4228	OLDN	1461	E 01 005 810 000 000 305	Invoice	Gamino's Cleaning Company LLC	3/18/2021	BP	\$9,939.00
PO#:		Voucher #:	7321	Invoice	Janitorial Services: March		Paid Amt:	\$9,939.00
					Invoice No: 2913		Check Amount:	\$9,939.00
4228	OLDN	1462	E 01 005 760 000 715 360	Invoice	Monarch Bus Service Inc	3/18/2021	BP	\$5,500.00
PO#:		Voucher #:	7327	Invoice	Student Transportation: Foster Care Jan/Feb		Paid Amt:	\$5,500.00
					Invoice No: 42278		Check Amount:	\$5,500.00
4228	OLDN	1462	E 01 005 760 000 723 360	Invoice	Monarch Bus Service Inc	3/18/2021	BP	\$5,500.00
PO#:		Voucher #:	7328	Invoice	Student Transportation: SPED Jan/Feb		Paid Amt:	\$5,500.00
					Invoice No: 42279		Check Amount:	\$5,500.00
4228	OLDN	1508	E 01 005 050 000 000 366	Invoice	First Bankcard	3/18/2021	BP	\$94.00
					Paypal-MACS-Charter School Governance traini			\$5.85
					Home Depot-Cable ties, tape-hang enrollment b:			\$22.56
					Amazon-Triangular writing pencils-ME			\$32.95
					Scholastic Education-Books: Social-Emotional (\$12.99
					Amazon-Hi speed HDMI cable-15 ft			\$50.55
					Amazon-Reading month- books for Battle of the			\$79.46
					Amazon-Kitchen set, multicultural crayons & ma			\$92.96
					Amazon-Bags, blocks, lapboards, multicultural n			\$80.96
					Amazon-Cash register, food set, doctor kits, dinc			\$28.78
					Amazon-Rubber door stops-4 pk			\$84.36
					Amazon-Magnetic chess sets - MS			\$86.40
					Amazon-Books-What Your 6th Grader Needs to			

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
4228	OLDN	1508			First Bankcard		BP
		E 01	010	203	202	000 401	\$20.45
		E 01	010	203	202	000 401	\$18.64
		E 01	010	203	202	000 401	\$99.96
		E 01	010	203	202	000 401	\$34.40
		E 01	005	110	000	000 320	\$130.00
		E 01	010	203	202	000 401	\$87.00
		E 01	010	203	202	000 401	\$128.34
		E 01	010	203	202	000 401	\$376.16
		E 01	010	203	202	000 401	\$73.80
		E 01	010	720	000	000 401	\$19.00
		E 01	010	203	202	000 401	\$15.91
		E 01	010	203	000	000 430	\$215.29
		E 01	010	203	202	000 401	\$12.99
		E 01	010	203	202	000 401	\$64.98
		E 01	010	203	202	000 401	\$6.48
		E 01	005	110	000	000 401	\$10.47
		E 01	010	203	202	000 401	\$98.09
		E 01	010	203	202	000 401	\$31.47
		E 01	010	203	202	000 401	\$5.00
		E 01	005	110	000	000 401	\$39.89
		E 01	010	203	000	000 430	\$41.96
		E 01	005	110	000	000 320	\$37.87
		E 01	010	203	000	000 430	\$43.33
		E 01	010	201	000	000 430	\$171.87
		E 01	005	110	000	000 320	\$10.00
		E 01	010	203	000	000 329	\$334.57
		E 01	005	110	000	000 329	\$110.00
PO#:		Voucher #:	7340	Invoice	Invoice No:	03/11/2021	Paid Amt: \$2,909.74
							Check Amount: \$2,909.74
4228	OLDN	1509			Colliers Architecture LLC		BP
		B 01	118	000			\$23,540.00
PO#:		Voucher #:	7317	Invoice	Invoice No:	2020.301.0-4	Paid Amt: \$23,540.00
							Check Amount: \$23,540.00
4228	OLDN	1541			Business Essentials		BP
		E 01	010	203	000	000 430	\$449.55
PO#:		Voucher #:	7315	Invoice	Invoice No:	WO-1114200-1	Paid Amt: \$449.55
							Check Amount: \$449.55

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	Paid Amt:	Check Amount:
4228	OLDN	1555	E 01 010 405 000 740 394	Invoice	DHH Consulting LLC	3/18/2021	BP	\$1,205.72	\$1,205.72
		PO#:	Voucher #: 7320	Invoice	Invoice No: 1096				
4228	OLDN	1592	E 01 010 420 000 740 394	Invoice	JOJ School Nurse Consulting LLC	3/18/2021	BP	\$630.00	\$630.00
		PO#:	Voucher #: 7325	Invoice	SPED Nursing Services: February Invoice No: 1047				
4228	OLDN	1594	E 01 010 203 000 000 490	Invoice	InstantWhip- Minneapolis	3/18/2021	BP	\$184.18	\$184.18
		PO#:	Voucher #: 7323	Invoice	Lunch Milk Invoice No: 4300278126				
4228	OLDN	1602	E 01 010 407 000 740 394	Invoice	Heidi Dettman	3/18/2021	BP	\$555.75	\$555.75
		PO#:	Voucher #: 7322	Invoice	SPED Consulting 2.1-2.25.21 14.25 hrs @39/hr Invoice No: 1002				
4228	OLDN	1621	E 01 005 810 000 000 401	Invoice	Cintas	3/18/2021	BP	\$33.22	\$33.22
		PO#:	Voucher #: 7316	Invoice	Mats service Invoice No: 4077104819				
4228	OLDN	1457	E 01 005 810 000 000 330	Invoice	MSB Holdings - Woodbury LLC	3/30/2021	BP	\$10,236.85	\$83,964.25
		PO#:	Voucher #: 7341	Invoice	Utilities Mgmt Fees Lease R&M Real Estate Taxes Insurance Invoice No: R5194				
4228	OLDN	1369	E 01 005 110 000 000 305	Invoice	BerganKDV Outsourced Services LLC	3/31/2021	Wire	\$781.35	\$781.35
		PO#:	Voucher #: 7344	Invoice	KPay Processing Fee Invoice No: 3.29.21				
4228	OLDN	1441	E 01 005 110 000 000 305	Invoice	Old National	3/31/2021	Wire	\$76.21	\$76.21
		PO#:	Voucher #: 7345	Invoice	Service Charge: Invoice No: 3.31.21				

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
4228	OLDN	1441	E 01 005 110 000 000 305	7346	Old National Invoice	3/31/2021	Wire	
		PO#:			Invoice No: 3.29.21			
							Paid Amt: \$344.00	
							Check Amount: \$420.21	
4228	OLDN	1609	B 01 215 007	7342	GIS Benefits	3/31/2021	Wire	
			B 01 215 009		Life/LTD/STD:			
			B 01 215 023		Dental:		\$1,921.44	
			B 01 215 024		Vision		\$1,325.41	
			E 01 005 110 000 000 305		PPL:		\$303.39	
					Admin Fees		\$97.50	
							\$50.00	
		PO#:			Invoice No: 3.23.21			
							Paid Amt: \$3,697.74	
							Check Amount: \$3,697.74	
							Report Total:	\$335,777.37

WOODBURY LEADERSHIP ACADEMY

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1698	4228	OLDN	CR0321	1701	Credit A	03/10/21	4228 R 01 005 000 000 000 096	Check 1	DONATEDonations						20.00	0.00
									Gifts And Bequests					Receipt Total:	\$20.00	\$0.00
														Deposit Total:	\$20.00	\$0.00
1699	4228	OLDN	CR0321	1702	Credit A	03/15/21	4228 B 01 122 000	Check 1	Miscellaneous Customer						11,805.29	0.00
							4228 R 01 005 000 000 201		FY20 School Lease						9,966.33	0.00
							4228 R 01 005 000 000 211		FY21 Trust and Land Endowm						177,293.66	0.00
									FY21 Gen Ed Aid					Receipt Total:	\$199,065.28	\$0.00
														Deposit Total:	\$199,065.28	\$0.00
1700	4228	OLDN	CR0321	1703	Credit A	03/18/21	4228 R 01 005 000 011 151 400	Check 1	Miscellaneous Customer						3,299.96	0.00
							4228 R 01 005 000 011 152 400		FY21 CARES 151 Draw						3,825.83	0.00
									FY21 CARES 152 Draw					Receipt Total:	\$7,125.79	\$0.00
														Deposit Total:	\$7,125.79	\$0.00
1701	4228	OLDN	CR0321	1704	Credit A	03/25/21	4228 R 01 005 000 202 000 050	Check 1	Miscellaneous Customer						1,000.00	0.00
							4228 R 01 005 000 000 000 050		FY21 Art Club Fees						81.35	0.00
									FY21 Milk Sales					Receipt Total:	\$1,081.35	\$0.00
														Deposit Total:	\$1,081.35	\$0.00
1702	4228	OLDN	CR0321	1705	Credit A	03/29/21	4228 R 01 005 000 000 173 641	Check 1	Miscellaneous Customer						493,588.10	0.00
									PPP Loan					Receipt Total:	\$493,588.10	\$0.00
														Deposit Total:	\$493,588.10	\$0.00
1703	4228	OLDN	CR0321	1706	Credit A	03/30/21	4228 R 01 005 000 000 000 211	Check 1	Miscellaneous Customer						157,551.87	0.00
									FY21 Gen Ed Aid					Receipt Total:	\$157,551.87	\$0.00
														Deposit Total:	\$157,551.87	\$0.00

WOODBURY LEADERSHIP ACADEMY

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount	
1703	4228	OLDN	CR0321	Credit	A	03/30/21		Check	1	M							
	FY21 IDEAS					4228	R 01 005 000 000 000 212			Miscellaneous Customer					20,167.99		0.00
										FY21 Literacy Aid					\$177,719.86		\$0.00
															\$177,719.86		\$0.00
1704	4228	OLDN	CR0321	Credit	A	03/31/21		Check	1	I							
	3.31.21 Interest					4228	R 01 005 000 000 000 092			Interest Earnings					15.78		0.00
															\$15.78		\$0.00
															\$15.78		\$0.00
															\$878,616.16		\$0.00

Receipt Total: 20,167.99
 Deposit Total: \$177,719.86

Receipt Total: 15.78
 Deposit Total: \$15.78

Report Total: \$878,616.16

WOODBURY LEADERSHIP ACADEMY

Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
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No JE's for
March



Meeting: Facilities Committee

Date: Tuesday, April 13, 2021

Time: 4:30 p.m.

Location: Virtual Meeting

Zoom ID: 432 394 8884

Password: WLAROCKS

Minutes:

The meeting was called to order by Jason Livingston at 4:33 p.m.

Members Present:, Jason. Livingston, Kathy Mortensen, Judith Darling, Mandi Folks, Jolene Skordahl, Diane Thiigs, Andy Sharp

Members Absent:

Others in attendance: Shawn Smith

The meeting ended at 5:05 p.m.

Development, Discussion, and Recommendations

- Purchase Agreement Update
 - PSA is signed 11/20/20
 - Amendment: waiting for last edits from Craig
 - Closing: May 26 (Weds), with a “pre-closing” May 24th

- MDE Review and Comment: Complete – Received positive Review.

- We are ready for next week’s Planning Commission meeting on the 19th

- REA Update: Three items that need addressing:
 - 1) Access Road aka Globe Drive
 - 2) Surface and Stormwater Drainage & Retention
 - 3) Parking and Access aka “Easement Area” – See Exhibit

Next Steps:

- 1) Finalize finishes with Colliers: what date works?
- 2) Start FF&E Selections: what date works?
- 3) 2nd Deposit of \$25,000

Timing [Need to Update]

- 1) Closing (Main Parcel): May 26 (Weds), with a “pre-closing” May 24th (Mon)

- 2) Site Mobilization: July 5th – Start of Construction
- 3) C.O. end of March/Beginning of April 2022

Housekeeping

Next Regularly Scheduled WLA Board of Directors Facilities Committee Meeting

Date: Tuesday, May 11, 2021

Time: 4:30 p.m. via Zoom (details above)

**RESOLUTION OF BOARD OF DIRECTORS OF WOODBURY LEADERSHIP ACADEMY
ADOPTING POST-ISSUANCE COMPLIANCE PROCEDURE**

RECITALS

Woodbury Leadership Academy (the “**Charter School**”) is a Minnesota public charter school. Friends of WLA (the “**Building Company**” or the “**Borrower**”) is the Affiliated Building Company for the Charter School as defined in Minn. Stat. 123E.13, Subd. 3.

The Building Company intends to purchase a parcel of real property located in Woodbury, Minnesota, which is currently improved with a school facility occupied by the Charter School, and to construct an addition that will include a gymnasium (collectively, the “**Schoolhouse**”). The financing of the acquisition, construction, and equipping of the Schoolhouse was provided in part by way of Charter School Lease Revenue Bonds (Woodbury Leadership Academy Project), Series 2021A and Taxable Series 2021B (the “**Bonds**”). In connection with the issuance of the Bonds, the Charter School entered into the following Agreements:

- (a) the Continuing Disclosure Agreement (the “**Disclosure Agreement**”);
- (b) Lease Agreement dated as of May 1, 2021, between the Building Company and the Charter School (the “**Lease**”);
- (c) Intercreditor Agreement (the “**Intercreditor Agreement**”);
- (d) Account Control Agreement (the “**Account Control Agreement**”);
- (e) Subordination, Non-Disturbance, and Attornment Agreement (the “**SNDA**”);
- (f) Tax Regulatory Agreement (“**Tax Regulatory Agreement**”); and
- (g) the Pledge and Covenant Agreement (the “**PCA**”).

Collectively, the Disclosure Agreement, the Lease, the Intercreditor Agreement, the Account Control Agreement, the SNDA, the Tax Regulatory Agreement, and the PCA are referred to herein as the “**Agreements**”.

The purpose of this Resolution is to approve the adoption of a Post-Issuance Compliance Procedure (the “**PICP**”) to provide a procedure for fulfilling the obligations of the Charter School under the Agreements.

**NOW, THEREFORE, BE IT RESOLVED BY
THE BOARD OF DIRECTORS OF THE CHARTER SCHOOL
THAT:**

SECTION 1. The Recitals to this Resolution set forth above are incorporated by reference in and made a substantive part hereof. Capitalized terms used in this Resolution and not otherwise defined herein, or in the PICP, shall have the meanings given to such terms in the Agreements.

SECTION 2. The PICP attached hereto as Exhibit A is hereby approved. The Executive Director and the Board Chair of the Charter School are hereby authorized and directed to make and approve changes thereto from time to time as necessary or prudent to correct typographical or grammatical errors, to cure ambiguities and inconsistencies, or to conform to applicable law.

SECTION 3. Appropriate officials or employees of the Charter School are hereby authorized from time to time to add appropriate detail to the job descriptions of Charter School officials or employees who are charged with responsibility for complying with the final form of the Procedures.

SECTION 4. This Resolution was adopted by the Board on April 14, 2021, and shall be effective immediately.

This Resolution may be executed by facsimile or counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Resolution. The undersigned have executed this Resolution as of the respective dates set forth below.

[Signatures on Following Page]

BOARD OF DIRECTORS

Board Chair: _____ Mandi Folks	Board Secretary: _____ Jessica Erickson
Board Treasurer: _____ Jolene Skordahl	Board Member: _____ Natalie Sjoberg
Board Member: _____ Shannon Kelly	Board Member: _____ Jason Livingston

6488408v1

EXHIBIT A
PROCEDURES

1. **Designation of Compliance Official.** Woodbury Leadership Academy (the “**Charter School**”) hereby appoints Kathy Mortensen (the “**Responsible Person**”) as the Charter School’s Post-Issuance Compliance Manager. The Responsible Person has the responsibility for ensuring post-issuance and remedial action compliance with the requirements of any tax and financing documents for the Charter School’s outstanding bonds. The Responsible Person has or will review any prior post-issuance compliance and remedial action procedures, these policies, any tax documents for any of the Charter School’s bonds heretofore or hereafter issued by it, the related information returns, if any, filed in connection with any bonds (such as IRS Forms 8038, 8038-G, 8038-TC or 8038-CP) and the instructions to such information returns. The Responsible Person will consult with bond counsel and other professionals as needed.

2. **Regular Due Diligence Reviews.** The Responsible Person will monitor and help ensure that the Charter School completes and complies with the attached Woodbury Leadership Academy Bond Financing Compliance Checklist (the “**Checklist**”). The Responsible Person will review these policies, tax and financing documents relating to the Charter School’s outstanding bonds, information returns for such bonds (and the instructions to such returns), and the status and use of the bond-financed or refinanced property on at least an annual basis and at the following intervals: (a) six months prior to each five-year anniversary of the issue or the execution and delivery date of the bonds; (b) within 30 days of the date the bonds are finally retired, defeased, refunded or terminated; (c) when any rebate payment is made; (d) when property financed or refinanced with proceeds of bonds is placed in service; (e) if the Charter School determines that property planned to be financed or refinanced with proceeds of bonds will not be completed; and (f) if any of the representations, statements, circumstances or expectations of the Charter School that are set forth in the tax or financing documents for bonds are no longer true, have changed or have not come to pass. This review will be made for the purposes of identifying any possible violation of federal tax requirements related to the bonds and to ensure the timely correction of those violations pursuant to the remedial action provisions outlined above or through the voluntary closing agreement program of the Internal Revenue Service. If any possible violation is identified, the Responsible Person will notify the Charter School’s general counsel or bond counsel so that any existing or expected violation can be corrected.

The Responsible Person must agree to be responsible for requesting and obtaining from the Charter School all required documentation required under the Checklist for the Charter School, including, but not limited to, the accounting and operating reports, insurance certificates, confirming that the Charter School is maintaining all required statuses, and submitting all required documentation to the designated parties on or before the required deadlines provided on the Checklist. The Bond Compliance Manager must also maintain all records concerning compliance with every item on the Checklist until the amounts owing under the Bonds are fully paid.

If the Charter School is unable or unwilling to provide the Responsible Person with the documentation required under the Checklist, the Responsible Person agrees to notify the current Board Chair of the Charter School or another appropriate official as soon as possible. After notifying the current Board Chair or another appropriate official, if the Responsible Person does not believe they will be able to obtain and provide the required documentation to the designated party by the deadline provided on the Checklist, then they must also provide written notice to the designated party identified on the Checklist, that the documentation is forthcoming and will be submitted as soon as it is available.

4. **Training for Responsible Person.** Compliance training for the Responsible Person and for any persons to whom the Responsible Person specifically delegates any duties in these policies should include, among other things, annual meetings with legal counsel to discuss monitoring compliance with applicable tax laws and attendance at post-issuance compliance trainings organized by bond counsel or the Internal Revenue Service or entities such as the National Association of Bond Lawyers, the Government Finance Officers Association or similar organizations.

5. **Record Retention.** Management and retention of records related to the Charter School's bonds will be supervised by the Responsible Person. The Responsible Person will retain for the life of the bonds plus the life of any refunding bonds plus three years records relating to (a) general information regarding the bond issue, (b) expenditure of bond proceeds, (c) use, ownership and disposition of bond-financed facilities, and (d) investment of gross proceeds of the bonds. Records may be in the form of documents or electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.

6. **Succession Planning.** The Charter School will ensure that, when the current Responsible Person leaves such person's current position at the Charter School, the responsibility for tax compliance will be explained in detail to his or her successor and such successor will be provided compliance training (see description of training above).

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WOODBURY LEADERSHIP ACADEMY**

The undersigned, constituting at least a quorum of the Members of the Board of Directors of Woodbury Leadership Academy, a Minnesota non-profit corporation (the “**Charter School**”), do hereby duly adopt the following resolutions at a meeting properly noticed for such purpose. All capitalized terms below shall have the same meaning assigned to such terms in the Indenture of Trust (the “**Indenture**”) between the City of Woodbury, Minnesota (the “**Issuer**”) and U.S. Bank National Association (“**Trustee**”) for the Charter School Lease Revenue Bonds (Woodbury Leadership Academy Project), Series 2021A and Taxable Series 2021B (collectively, the “**Bonds**”).

RECITALS

WHEREAS, Friends of WLA, a Minnesota nonprofit corporation and 501(c)(3) organization (“**Company**”) desires to enter into an Loan Agreement (the “**Loan Agreement**”) between the Company and the Issuer whereby the Company will borrow an amount (a) not to exceed \$24,200,000.00 (the “**Loan**”), and (b) at a net interest rate not to exceed five percent (5.0%), for substantially the following purpose: (i) finance the acquisition of an approximately 68,300 square foot existing charter school facility and the construction and equipping of an approximately 50,000 square foot addition thereto located at 8089 Globe Drive in the City of Woodbury (the “**Schoolhouse**”) to be owned by the Company and leased to the Charter School, pursuant to the Lease (as hereinafter defined), for use as a public charter schoolhouse for students in kindergarten through grade eight (the “**Project**”); (ii) fund a deposit to the Reserve Fund (as defined in the Indenture); (iii) finance capitalized interest on the Series 2021 Bonds; (iv) fund an initial deposit to the Expense Fund (as defined in the Indenture); and (v) pay the costs of issuance of the Bonds; and

WHEREAS, the Charter School currently leases the Schoolhouse pursuant to a lease agreement with MSB Holdings-Woodbury, LLC; and

WHEREAS, the Company intends to purchase the Schoolhouse and has entered into a Real Estate Purchase Agreement dated November 20, 2020, between MSB Holdings – Woodbury LLC, Seller, and Friends of WLA, Buyer, for the purchase of the Schoolhouse; and

WHEREAS, the Charter School will lease the Schoolhouse from the Company, and will continue to lease the Schoolhouse and its addition, pursuant to a Lease Agreement dated as of May 1, 2021, between the Company and the Charter School (the “**Lease**”); and

WHEREAS, the undersigned members of the Board of Directors (the “**Board**”) of the Charter School have determined that the acquisition of the Schoolhouse and the construction and equipping of an addition thereto and the leasing of the Schoolhouse by the Charter School is in the best interests of the Charter School; and

WHEREAS, in furtherance of the acquisition of the Schoolhouse and the construction and equipping of an addition thereto, the undersigned members of the Board have reviewed and determined that it is necessary to authorize the execution of any document deemed necessary by the Issuer or Robert W. Baird & Co. Incorporated (the “**Underwriter**”), the Underwriter for the

Bonds, and revised by legal counsel for the Charter School, including without limitation the following (or similar instruments):

- (a) a Bond Purchase Agreement (the "**Bond Purchase Agreement**") between the Issuer, the Charter School, the Company and the Underwriter; and
- (b) all such other agreements, instruments, certificates and documents referred to in and contemplated by the Bonds, the Loan Agreement, the Bond Purchase Agreement, and the Indenture; and

The foregoing will collectively be referred to herein as the "**Bond Documents**"; and

- (c) the Lease together with a Memorandum of Lease (the "**Memorandum**") and an Assignment of Lease (the "**Assignment of Lease**") assigning the Company's rights under the lease to the Trustee; and
- (d) (i) a Continuing Disclosure Agreement (the "**Disclosure Agreement**"), between the Charter School, the Company and U.S. Bank National Association, as dissemination agent, (ii) a Tax Certificate of the Company and the School ("**Tax Certificate**") by the Charter School and the Company, and endorsed by the Issuer, (iii) a Tax Regulatory Agreement ("**Tax Regulatory Agreement**") among the Charter School, the Company, and the Trustee, (iv) a Pledge and Covenant Agreement (the "**Pledge Agreement**") by which the Charter School will pledge to the Trustee, as security for the Loan, an interest in all of the revenue received by the Charter School from state, federal or other sources for its use in operating the Schoolhouse, (v) an Account Control Agreement ("**Account Control Agreement**") between the Charter School, the Trustee, and Old National Bank N.A., (vi) an Intercreditor Agreement (the "**Intercreditor Agreement**") between the Charter School, the Company, the Trustee and Old National Bank N.A., as line of credit lender, (vii) a Subordination, Non-Disturbance, and Attornment Agreement, between the Trustee, the Company and the Charter School (the "**SNDA**"), and (viii) all such agreements, instruments, certificates and documents referred to in and contemplated by the Bonds, the Bond Purchase Agreement, and the Indenture (collectively with the Disclosure Agreement, Tax Certificate, Tax Regulatory Agreement, Bond Purchase Agreement, Pledge Agreement, Account Control Agreement, the Intercreditor Agreement, and the SNDA and the other documents to which the Charter School is a party, the "**Charter School Agreements**").

WHEREAS, members of this Board, with assistance from counsel, other pertinent representatives and appropriate Charter School officers and administrators, have reviewed the Offering Materials (as defined below), and drafts of the same as and when they are prepared, for accuracy and completeness; and

WHEREAS, the Board acknowledges that the Offering Materials (as defined herein) contain information concerning the Charter School, its operations, and relevant financial information, which information has been provided by the Charter School and/or its officers and

administrators, which will be relied upon by purchasers of the Bonds and the Underwriter, and used by the Underwriter in connection with the marketing and sale of the Bonds.

RESOLUTIONS

NOW, THEREFORE, BE IT RESOLVED, as follows:

Resolution 1: Approval of the Project; Retention of Robert W. Baird & Co. Incorporated.

The Board hereby approves of the acquisition of the Schoolhouse, the construction and equipping of an addition thereto, and the use of the proceeds from the Bonds pursuant to the Loan Agreement in furtherance thereof. The Board of Directors also hereby ratifies and approves the retention of the Underwriter to serve as underwriter agent with respect to the Bonds.

Resolution 2. Approval of the Bonds; Approval of Subsequent Changes in Terms.

The Board hereby approves the issuance of the Bonds in an aggregate principal amount not to exceed \$24,200,000.00 as set forth in the Bond Documents. Principal and interest on the Bonds shall be paid on the dates and in the approximate amounts set forth in the Bond Documents. The Bonds shall bear interest at rates per annum which will produce a combined true interest cost not in excess of five percent (5.0%). The purchase price to be paid for the Bonds shall be such that the aggregate underwriter's discount with respect to the Bonds shall not exceed the amount set forth in the Bond Purchase Agreement. The Bonds shall be issued with substantially the terms as provided above, with such changes in terms as provided in the final Bond Documents as may be approved by the Board of the Charter School. Execution of said final Bond Documents, the Lease, the Memorandum, and the Charter School Agreements by an authorized officer of the Charter School or any other member of the Board shall constitute full approval of such changes on behalf of the Board.

Resolution 3. Document and Transactions Approval.

The Bond Documents, the Lease, the Memorandum, the Assignment of Lease, the Charter School Agreements, the Bond Purchase Agreement, and all other related agreements, certificates and documents referred to therein and all the transactions contemplated thereby are hereby approved in all material respects. The Chairperson, Secretary and/or Treasurer of the Board, the Charter School Executive Director, or any other officer authorized or required to execute documents such as the Lease, the Charter School Agreements, and the Bond Documents on behalf of the Board and for the Charter School are authorized to work with the Underwriter to complete such documents and to execute and deliver any and all said documents when the same are finalized. In the event that any of the Chairperson, Secretary and/or Treasurer of the Board is not available to execute and deliver the Charter School Agreements, the Lease, the Bond Documents, or any other instrument or certificate necessary to complete the transaction contemplated by the Bonds, then any other member of the Board shall have the authority to execute and deliver such document, instrument or certificates as are necessary and desirable in order to complete the financing transaction.

Resolution 4. Declaration of Official Intent.

Expenditures in furtherance of the Project are hereby authorized to be made from available funds on hand until proceeds of the Bonds become available. The Board of Directors, on behalf of the Charter School, hereby declares its

official intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds.

Resolution 5. Ratification. All actions heretofore undertaken by Charter School staff prior to the date hereof in connection with preparation of any Offering Materials, the preparation of the Bond Documents, the Charter Agreements, the Lease, the issuance of the Bonds and the acquisition of the Schoolhouse and the construction and equipping of an addition thereto are hereby ratified and approved in all material respects.

Resolution 6. Offering Materials. The Board hereby authorizes the Chairperson, and such other members of the Board as the Chairperson shall appoint, to find, determine, and declare on behalf of the Charter School that the information contained in the Preliminary Official Statement and in the Official Statement (the “**Offering Materials**”) prepared and distributed in connection with the offer and sale of the Bonds: (i) is true, complete, and correct to the knowledge of the Charter School; and (ii) does not contain an untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. Such members of the Board and the Executive Director are further authorized to approve the use of the Preliminary Official Statement and Official Statement by the Underwriter in the offering and sale of the Bonds.

This Resolution may be executed by facsimile or counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Resolution. The undersigned have executed this Resolution as of the respective dates set forth below.

[Signatures on Following Page]

BOARD OF DIRECTORS

Board Chair: _____ Mandi Folks	Board Secretary: _____ Jessica Erickson
Board Treasurer: _____ Jolene Skordahl	Board Member: _____ Natalie Sjoberg
Board Member: _____ Shannon Kelly	Board Member: _____ Jason Livingston



March _____ 2021

Kathy Mortensen - Executive Director
Mandi Folks – Board Chair
Woodbury Leadership Academy
8089 Globe Dr.
Woodbury, MN 55125

Re: Agreement of Understanding between Wildamere Capital Management LLC or its successor (“Wildamere”) and Woodbury Leadership Academy or its affiliated building company or successor (“Client”) regarding project management services for the Property

Dear Mrs. Mortensen and Mrs. Folks:

I am happy to provide you this letter agreement (“Agreement”) setting forth the understanding of the parties as to the services that Wildamere has agreed to provide to the Client regarding a new gym facility and related improvements to house the Client’s school and operations at a property located at and adjacent to 8089 Globe Drive, Woodbury, MN (the “Property”). Wildamere will assist the Client as outlined in this Agreement subject to the following terms and conditions:

Description of Project

Client desires to acquire the Property, remodel parts of their existing premises and construct a roughly 50,000 square foot gym & education facility that will be connected to the existing building (“Project”).

Project Management

Wildamere is hereby exclusively retained by the Client to manage the construction and planning process, as further outlined below, for the Project to be located at the Property (collectively, the “Project Management”).

- **City Planning & Approvals:** Wildamere will coordinate with the City of Woodbury, the Client’s landlord, and the design team the required application, payments, and related documents for the City to consider their approval the Client’s Project. Wildamere will also attend and represent Client at requested public meetings for such approvals. It is understood that Wildmere cannot guarantee the outcome of any such required approval.
- **Design, Budgeting & Scheduling:** Wildamere will work with Client’s architect and related design consultants (“Architect”), Client, and Client’s facilities and financing teams to establish a design for the Project that meets Client’s needs and is within the Client’s desired budget. Throughout this process Wildamere will communicate the Project schedule, as may change from time to time, but still within Client’s expectations.

- **Construction:** Wildamere will coordinate and review with Architect an RFP for general contracting (“GC”) services from a minimum of three contractors. Upon receipt of the RFPs, Wildamere will review such provided information, summarize, and ultimately recommend for client’s consideration a GC for Client to contract with directly. During the construction of Project, Wildamere will continue to work with Architect and GC, to manage the Project through completion, which includes on site monitoring, managing pay applications, documenting change orders, and providing timely communication to the Client.
- **Financing & Title:** It is understood that this project is being financed by tax exempt bonds. Wildamere will coordinate all costs associated with this Project including fees and escrows from the City, pay applications and change orders from the GC, invoices from Architect, fees earned from Wildamere outlined herein and submit them to the Client’s selected title company as draws from financing proceeds for payment. Wildamere will also handle requests associated with such draw submittals from time to time as requested by Client’s selected title company. Wildamere will attend meetings and provide relevant information to the Project as requested from Client’s financing representatives.
- **Post-Construction:** Upon the completion of the project, Wildamere will work with GC, Client’s Architect and their related design professionals to close out the project, which includes managing punch-list items, ensuring Client has the appropriate occupancy permits from the City, applicable warranties and equipment (O&M) manuals have been transferred. Wildamere will also coordinate the 1-year warranty inspection (prior to expiration) with Client, Client’s Architect, and GC.

Compensation

For providing these services to the Client, the Client must pay to Wildamere a Project management fee equal to 5.25% of the final Project costs (“Project Fee”), which include, but are not limited to, fees or costs associated with the GC, Architect, construction testing, governments, scope contingencies, and FF&E. Project Fee will be payable in increments outlined below:

- \$10,000 will be earned and paid upon the Project obtaining site plan approval from the City; and
- The remaining portion of the Project Fee shall be paid in three equal installments as follows:
 - The first installment shall be paid at the same time as the first construction draw is made under the loan that the Client obtains to finance the construction of the Project (the “Loan”).
 - The second installment shall be paid at the same time as the construction draw under the Loan that is made upon 50% of completion or, if there is no draw that is close to 50% of completion, the first draw after at least 50% of the Project is completed.
 - The third and final installment shall be paid upon completing the punch list items related to the Project, otherwise known as substantial completion.

Each installment of the Project Fee must be paid out of the applicable Loan draw. In addition to the Project Fee, Wildamere may incur out-of-pocket costs that will be reimbursed by the Client not to exceed \$3,500, unless agreed to in writing by Client.

Other Terms

Notwithstanding the foregoing, the Client may terminate this Agreement at any time as it applies to providing Project Management services if the Client decides that it will no longer acquire the Property so long as the Client provides Wildamere with notice of such decision within five (5) days after such decision is made. No such termination shall relieve the Client from paying any portion of the Project Fee that Wildamere has already earned, and Wildamere shall be entitled to receive a pro-rated amount of the unpaid portion of its fee based on the amount of services that Wildamere has provided as of such termination date and the total amount of services that Wildamere would have provided had this Agreement not been terminated.

Wildamere will keep and use all information provided by the Client or Client's representatives in confidence, and will use such information solely for the purposes of this engagement (including disclosure to prospective service providers to the extent authorized by the Client), provided, however, that Wildamere may make such other disclosures that Wildamere is legally required to make, and may further disclose any such information as is reasonably necessary to establish any legal defense or to exercise its rights under this Agreement. Each party agrees not to disclose the contents of this Agreement except as may be required by law or to the extent necessary to enforce such party's rights hereunder.

The Client agrees to defend, indemnify and hold harmless Wildamere, its shareholders, officers, directors, licensors, employees and agents, from and against any and all claims, lawsuits, harm, costs, losses, liabilities, damages and expenses, including, but not limited to, attorneys' fees, costs and related expenses, to the extent caused by an act or omission of the Client or for any breach or failure to perform any provision of this Agreement by the Client. If the Client fails to perform its obligations under this Agreement, Wildamere is entitled to seek all rights and remedies that it may have at law or in equity.

This Agreement contains the entire agreement among the parties relating to the subject matter hereof and supersedes all oral statements and prior writings. This Agreement may only be modified by a written agreement of the parties. Neither party may assign this letter without the prior written consent of the other, except in connection with a merger or sale of substantially all of its assets. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota. Each party waives any right to claim or recover any, special or punitive damages which may arise from the transactions contemplated herein. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

Should you or your colleagues and affiliates have questions regarding this agreement, please call Shawn Smith, who is reachable via phone (952) 746-3403 or email ssmith@wildamere.com.

Regards,

WILDAMERE Capital Management LLC



Shawn Smith

Vice President

The undersigned has read and agrees with the terms and conditions set forth in this Agreement, and further acknowledges and agrees that the consideration that it will receive as set forth herein is sufficient and adequate.

Client

By (signature): _____

Name: _____

Title: _____



March _____ 2021

Kathy Mortensen - Executive Director
Mandi Folks – Board Chair
Woodbury Leadership Academy
8089 Globe Dr.
Woodbury, MN 55125

Re: Agreement of Understanding between Wildamere Capital Management LLC or its successor (“Wildamere”) and Woodbury Leadership Academy or its affiliated building company or successor (“Client”) regarding Property purchase, Due Diligence, & Closing Administration

Dear Mrs. Mortensen and Mrs. Folks:

I am happy to provide you this letter agreement (“Agreement”) setting forth the understanding of the parties as to the services that Wildamere has agreed to provide to the Client regarding a new gym facility and related improvements to house the Client’s school and operations at a property located at and adjacent to 8089 Globe Drive, Woodbury, MN (the “Property”). Wildamere will assist the Client as outlined in this Agreement subject to the following terms and conditions:

Description of Project

Client desires to acquire the Property, remodel parts of their existing premises and construct a roughly 50,000 square foot gym & education facility that will be connected to the existing building (“Project”).

Closing, Due Diligence & Financing Administration

Wildamere is hereby exclusively retained by the Client to assist with the administration of the closing process, as further described below, upon the Client entering into a contract to purchase the Property (collectively, the “Closing Administration”).

- **Contract Review:** Wildamere will monitor the obligations and timelines outlined in the purchase contract and work with Client and their representatives (executive team, title company, attorney, accountants, lender) to help ensure such obligations are being addressed in a timely fashion.
- **Due Diligence:** Wildamere will obtain a minimum of two proposals for the various due diligence required to purchase the property. Upon receipt of such proposals, Wildamere will review, coordinate with Client’s attorney, and ultimately recommend for Client’s consideration to contract directly with the vendor. Wildamere will work with the selected vendor(s) during their required visits and help to finalize any report for the Client’s use in acquiring the Property.

- **Financing & Title:** Wildamere will coordinate all costs associated with this acquisition, including the purchase of Property, costs for Due Diligence, reconciliation of operation costs and taxes, with Client's attorney, lender, and selected title company to be funded at closing, provided that Client will be solely responsible for paying all such costs.
- **Post-Closing Reconciliations and Communication:** Upon closing, Wildamere will assist with various documents and documentation, expense reconciliations that cannot be handled at closing and post-closing escrows for up to six months after closing that survive the closing.
- **Miscellaneous:** when warranted, Wildamere will also assist with completing other tasks for the client to help for a successful close such as the Minnesota Department of Education's Review and Comment Document and assemblage of various lender-required documentation. Wildamere will attend meetings and provide relevant information to the Client and their representatives as requested from time to time.

Compensation

For providing these services to the Client, the Client must pay to Wildamere a Closing fee equal to 0.30% of the Purchase Price ("Closing Administration Fee"), to be paid at closing. If the Client's contract to purchase the Property is terminated, or the Client is otherwise unable to purchase the Property on or before the scheduled closing date (such earlier date being referred to as the "Termination Date"), then the Client must pay Wildamere a \$10,000 fee for providing such services, which is payable within 60 days after the applicable Termination Date.

Other Terms

Notwithstanding the foregoing, the Client may terminate this Agreement at any if the Client decides that it will no longer acquire the Property so long as the Client provides Wildamere with notice of such decision within five (5) days after such decision is made. No such termination shall relieve the Client from paying any portion of the Closing Administration Fee that Wildamere has already earned, and Wildamere shall be entitled to receive a pro-rated amount of its fee based on the amount of services that Wildamere has provided as of such termination date and the total amount of services that Wildamere would have provided had this Agreement not been terminated.

Wildamere will keep and use all information provided by the Client or Client's representatives in confidence, and will use such information solely for the purposes of this engagement (including disclosure to prospective service providers to the extent authorized by the Client), provided, however, that Wildamere may make such other disclosures that Wildamere is legally required to make, and may further disclose any such information as is reasonably necessary to establish any legal defense or to exercise its rights under this Agreement. Each party agrees not to disclose the contents of this Agreement except as may be required by law or to the extent necessary to enforce such party's rights hereunder.

The Client agrees to defend, indemnify and hold harmless Wildamere, its shareholders, officers, directors, licensors, employees and agents, from and against any and all claims, lawsuits, harm, costs, losses, liabilities, damages and expenses, including, but not limited to, attorneys' fees, costs and related expenses, to the extent caused by an act or omission of the Client or for any breach or failure to perform any provision of this Agreement by the Client. If the Client fails to perform its obligations under this Agreement, Wildamere is entitled to seek all rights and remedies that it may have at law or in equity.

This Agreement contains the entire agreement among the parties relating to the subject matter hereof and supersedes all oral statements and prior writings. This Agreement may only be modified by a written agreement of the parties. Neither party may assign this letter without the prior written consent of the other, except in connection with a merger or sale of substantially all of its assets. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota. Each party waives any right to claim or recover any, special or punitive damages which may arise from the transactions contemplated herein. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

Should you or your colleagues and affiliates have questions regarding this agreement, please call Shawn Smith, who is reachable via phone (952) 746-3404 or email ssmith@wildamere.com.

Regards,

WILDAMERE Capital Management LLC



Shawn Smith

Vice President

The undersigned has read and agrees with the terms and conditions set forth in this Agreement, and further acknowledges and agrees that the consideration that it will receive as set forth herein is sufficient and adequate.

Client

By (Signature): _____

Name: _____

Title: _____

March 3, 2021

March 22, 2021 (Revised)

Mr. Shawn Smith
Wildamere Capital Management, LLC
6800 France Ave South, Suite 555
Edina, MN 55435

**Subject: Contract Amendment #1
Professional Design Services
Woodbury Leadership Academy
8089 Globe Drive
Woodbury, MN 55125**

Dear Shawn:

This AMENDMENT describes modifications to the Agreement for Design Services – for the project identified above (Colliers Architecture Project No. 2020.301.0). The original agreement was dated January 7, 2021; and signed by Woodbury Leadership Academy on February 4, 2021.

We propose to modify the agreement as follows:

Change to Scope of Project:

Project Description: This section is amended to read as follows:

The project consists of a building addition and associated site improvements, to the property at 8089 Globe Drive in Woodbury, MN. The proposed addition will be a three-story structure, generally matching the floor levels and heights of the original classroom building.

The ground level will include approximately 20,000 square feet. Ground level functions will include a gymnasium, public restrooms, locker rooms, a stage / platform, various building support spaces, storm shelter, and a passageway to provide a pedestrian connection to the existing classroom building.

The second floor will include approximately 10,000 square feet of finished area. 2nd floor functions will include between 5 & 7 classrooms, public restrooms, general circulation, staff support spaces, and miscellaneous building support spaces. There will be a passageway to allow pedestrian access to the 2nd level of the existing classroom building. In addition, there would be an 'L' shaped walking track mezzanine wrapping around two sides of the upper gymnasium & stage areas.

The third floor will include approximately 20,000 square feet of space. 3rd floor functions will include between 10 & 12 classrooms, special education rooms, small meeting rooms, student commons & locker areas, general circulation, staff support spaces, public restrooms, and miscellaneous building support spaces. There will be a passageway to allow pedestrian access to the 3rd floor of the existing classroom building.

Design of the site will include adaptation of existing site and parking areas to create a pad for the building addition; circulation for bus parking / drop-off; curbs and sidewalks; landscaping, and various improvements to accommodate stormwater management.

The site and building design will be subject to a City of Woodbury planning and zoning approvals process. This process will include review of site layout, parking, setbacks, building materials, window placements, landscape design, site utilities, and applications for amendments to a CUP and/or Planned Development, if necessary.

Design Services: No Change to the Design Services described in the original agreement.

Change to Compensation:

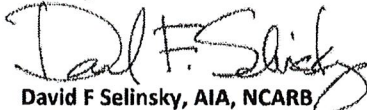
Compensation: The total FEE for the Architect, and the Architect's Consultants, will be adjusted to reflect an **INCREASE of \$120,100.00. This increase will result in a total compensation amount of \$ 350,000.00.**

The fee will be apportioned to the various phases of work as follows:

<u>Phase</u>	<u>Previous Fee</u>	<u>Proposed Fee</u>
Phase I – SD & Planning:	\$53,500	\$64,000
Phase II – Design Development:	\$54,000	\$78,000
Phase III – Const. Documents:	\$71,100	\$132,000
Phase IV – Const. Administration:	\$51,300	\$76,000
Totals:	\$229,900	\$350,000

All other descriptions, terms, and conditions would remain as noted in the original Agreement.

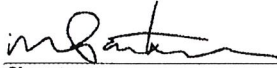
Sincerely,



David F Selinsky, AIA, NCARB

Director of Architecture & Design

Colliers Architecture, LLC:



Signature

Mark Parten

Printed Name

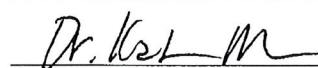
COO & Executive Vice President

Title

3/29/21

Date

Client Authorization/Acceptance:



Signature

Kathleen Mortensen

Printed Name

Executive Director

Title

April 23, 2021

Date



WOODBURY LEADERSHIP ACADEMY RENEWAL FOR FINANCIAL MANAGEMENT SERVICES

bergankDV

EMPOWERING PEOPLE and CREATING A WOW EXPERIENCE FOR OUR CLIENTS.

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Attachments that Require Signature:

Professional Services Agreement Attachment 1

Preparation of Financial Statements Engagement Letter Attachment 2

LETTER OF TRANSMITTAL

Kathy Mortensen
Woodbury Leadership Academy
8089 Globe Drive
Woodbury, MN 55125

Dear Kathy,

On behalf of BerganKDV, I am pleased to submit this renewal to continue providing your Charter School with financial management services for fiscal year ending June 30, 2022. We appreciate the opportunity to continue these services and your consideration of our firm.

The attached provides some information about our firm, our team, the services we will provide to your School and the fees. In addition, we will need to you sign both the attached Professional Services Agreement and Preparation of Financial Statements Engagement Letter.

Our Charter Services team is always looking for ways to become more efficient and effective for our clients. In the past year our leadership team took a step back and analyzed the services we are providing and the way that we are providing those services and implement changes. Sometimes that meant just changing a process, or reassigning who was performing a task, or finding new technology to perform a task. In some cases, we made changes that proved to be home runs and are allowing our staff to provide you with better service. However, in some cases, we realized that the change we wanted to make was not the best for either the client or the staff and therefore we have decided not to continue with that change.

We will, however, continue to be innovative and make sure that we are providing our clients with the best service and providing accurate and complete information. Just know that we are committed to providing clients with a “WOW” experience and ensuring that we meet your needs and expectations.

Here are a few benefits of working with BerganKDV:

- **Charter school experience.** BerganKDV's dedicated Charter School industry group provides financial management services to approximately 45 schools ranging in size from 50 to 2,200 students. We support our client schools with comprehensive financial management services including budgeting, financial management of state and federal grants, processing monthly accounting information including preparation of comprehensive interim financial statements and preparing accounting records for the annual financial audit.
- **In-depth knowledge of Charter School accounting and tax regulations.** Our team stays abreast of the latest developments in Charter Schools through ongoing third-party continuing education classes and extensive technical literature maintained in-house. Members of our team and firm are involved with MDE, MASBO, and other School supported organizations. We also keep you informed of upcoming regulations and the potential impact on your School, such as FASB's and GASB's new financial reporting rules.
- **Effective communication.** BerganKDV has set high internal standards for responding and communicating with our clients. Providing support exactly when and where you need it is the value our team brings. Your time is valuable; we will be clear and efficient in our communications, work to eliminate surprises and meet agreed-upon deadlines. We have a proven track record of performing

client's requests based on their preferred timetable and delivering reports to our clients in advance of deadlines.

- Innovative thinking and solutions driven. When working with BerganKDV, clients find that we focus on earning their trust by being actively involved and focused on helping them be successful in all they do. We solve problems. Whether that problem is technology, financial or operations related, we will find a way to help.

If there are any matters not adequately covered in this renewal, please feel free to contact us.

We look forward to the opportunity to continue working with your school. We feel that we can provide a unique combination of budgeting, accounting and audit experience to your school that will enhance the decision-making of your organization.

Upon signing the attached professional services agreements and preparation of financial statements engagement letter, both parties, BerganKDV and Woodbury Leadership Academy agree to the terms outlined in this renewal for financial management services.

Sincerely,



Nick Taintor, CPA
Director of School Services
Farmington // 763.229.5854 // nick.taintor@bergankdv.com



WHO IS BERGANKDV? WE'RE GLAD YOU ASKED!

We have an extensive background in working with clients through a strategic approach in all aspects; we do not just keep pace with the trends; we stay ahead of the curve. We explore new ways to reduce costs and operate more efficiently.

BerganKDV is not in the business of providing one-size-fits-all solutions. Every client is different – from business problems to personal preferences. We invest the time to understand your needs and customize our services and solutions to meet them.

OUR PEOPLE AND OUR VALUES

Relationships are at the core of everything we do, and our products and services are designed to meet the specific needs of our clients. When working with BerganKDV, clients find that we focus on earning their trust by being actively involved and focused on helping them be successful in all they do.

We continually work to align BerganKDV team member core values and sense of purpose with our firm's core values and mission. We hire towards our core values and manage performance through real-time feedback corresponding to our core values. We've found that this approach results in more open conversations at BerganKDV which positively impacts employee engagement and client care.

PERSONALIZED SERVICE

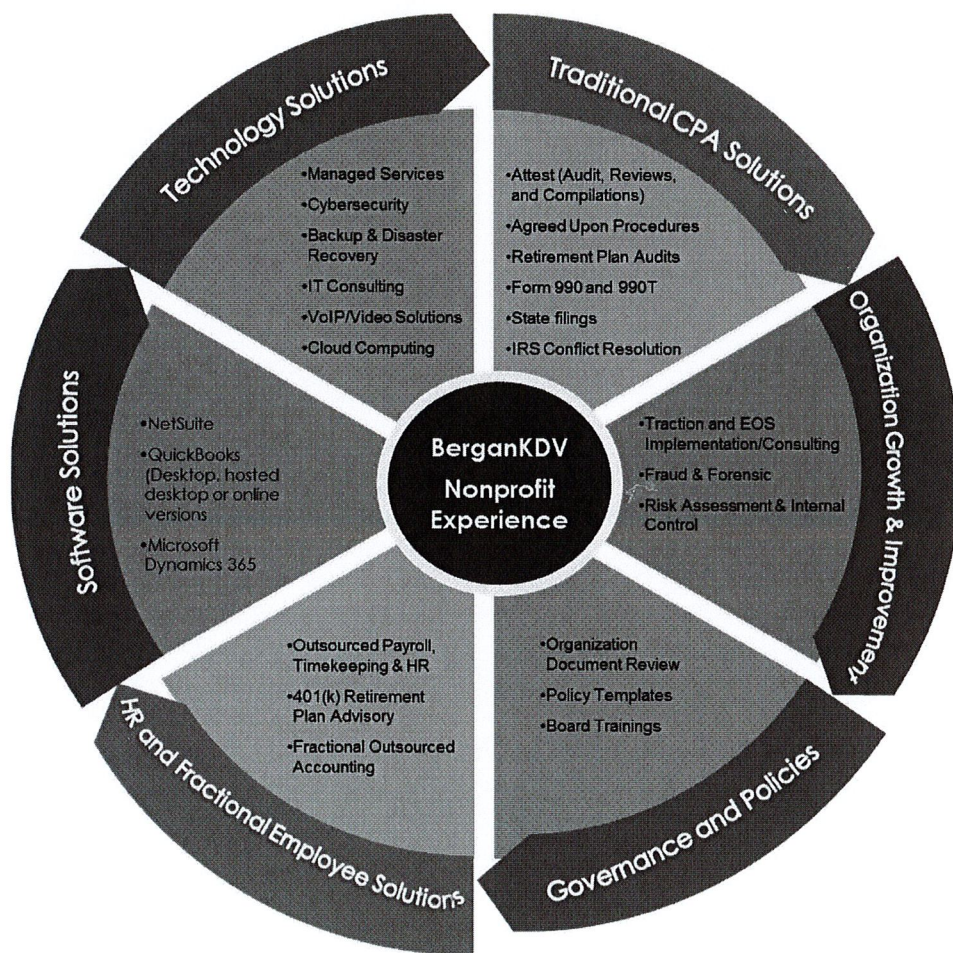
Our philosophy is to provide timely, quality services that exceed the expectations of our clients. Outstanding client service requires a successful team effort within our firm and with our clients. Providing outstanding service involves enthusiastic, dependable, and knowledgeable personnel who are responsible for knowing, understanding and caring about our clients. Our firm believes that outstanding service is a continual process that is refined and enhanced with each client contact.

VALUE ADDED SERVICES

Our goal is to be your first call when you experience organization challenges. We believe this can occur only when a relationship is developed and nurtured through strong communication and a thorough understanding of the Charter School's mission, programs and operations. We are unwavering in our commitment to our clients and make it our mission to ask the right questions, listen actively, understand your expectations and deliver results. When you partner with us, you can expect professionals who value trust, integrity and relationships.

BerganKDV is a leading professional services firm with a contagious culture; where growth is fostered and making a difference means something. Our values drive our decisions, and our passion is empowering people and creating a wow experience for our clients. We are powered by people who do business the Midwest way delivering comprehensive business, financial and technology solutions including business planning and consulting, tax, assurance and accounting, technology, wealth management and turnaround management services.

We have an ability to make a greater difference with experience in a variety of services, some of which are listed below.



OUR SERVICES

We have various levels of service that we can perform for your school. These services range from the standard recurring/monthly accounting services to the full suite financial management services. Plus, we offer one-time consulting needs.

STANDARD RECURRING/MONTHLY ACCOUNTING SERVICES

We will assist the School with monthly accounting services, as described below:

- **Grant Management.** Coordinate the financial management of Title funding, Federal Special Education funding, and food service-related funding.
 - **Your expected role:** Provide our team with the program narrative and work with our team on creating a budget. Provide timely signatures when required per grant deadlines. Be available for periodic check-ins and budget updates. Attend trainings for grants through MDE and other providers.
- **Management of SEDRA, SERVS, Title and Special Education.** Verify that the coding in the finance system matches SEDRA and SERVS. This is a critical area to maximize the revenue that is available to your school. Process SERVS payment requests in a timely manner to maximize cash flow for the school.
 - **Your expected role:** Be available to have periodic meetings with our team to review the information we have coded to these areas and provide feedback on changes or adjustments. Provide our team the required access to create budgets and draw funds in the online systems. Provide timely signatures when required per grant deadlines.
- **UFARS Data.** Ensure that UFARS coding is compliant with MDE standards.
 - **Your expected role:** Provide our team the required access to perform this task.
- **Food Service Reporting.** Monitor monthly activity to ensure that claims are made in a timely manner.
 - **Your expected role:** Send CLICS reports to us on a monthly basis or provide our team the required access to perform this task.
- **Journal Entries.** Calculate year end accruals and enter journal entries into the finance system as applicable and for the annual audit. A journal entry report will be included in the monthly financial report for board approval.
 - **Your expected role:** Ensure the board is provided the journal entry report and approves.
- **Upload UFARS Year-End Reports.** We will take the accounting data and will upload the UFARS accounting data to MDE. Will be done for the unaudited deadline (mid-September) and the audited deadline (end of November).
 - **Your expected role:** Review the monthly financial statements that we prepare and present and inform us if there is anything that looks incorrect so that we can correct timely.
- **Maintain the Schools General Ledger.** We will ensure that all accounts are reconciled monthly and journal entries are posted so that financial statements can be produced each month for board reporting. In addition, we will upload budget information into the accounting system and update when changes are made.

OUTSOURCED CONTROLLER SERVICES

- **Annual budgeting.** We will assist in the development of the annual budget using a unique and proprietary Long-Range Budget Model and provide financial guidance to the school leadership. The long-range budget model is a crucial tool for all our schools. It is a proprietary budget model in an interactive Excel file that allows us to do what-if scenarios for your school. The what-if scenarios will help us answer questions such as what happens to our budget in 3 years if enrollment is 125, 175, 300 or more. What impact will the expansion plans of the school have on its finances? How much can we afford for our lease today and 5 years from now? What about if we want to add another teacher? How about a 1.0 office manager, instead of .75? A one-year budget model will not answer these questions in the long term, but a 5-year long range budget will and that is why we rely so heavily on this model for our budget planning and decision making with our schools.
 - **Your expected role:** Work alongside us in developing the budget. Review and approve the budget before uploading into the accounting system.
- **Comprehensive Financial Reporting.** Prepare a monthly financial report to include the following - executive summary, balance sheet, statement of revenues and expenditures, and cash flow report. Additionally, the statement of revenues and expenditures will include a comparison to the budget which will aid administration to determine any potential issues. We will provide you information that is important to you without overloading you with unnecessary information.
 - **Your expected role:** Review the monthly financial statements that we prepare and present and inform us if there is anything that looks incorrect so that we can correct timely. Obtain board approval each month.
- **Enrollment/ADM Estimates.** In consultation with school staff, submit required ADM estimates in the MDE Web Estimates system (for schools in their fourth year and older). Monitor internal enrollment reports to ensure that data reported is generally reasonable based on projected enrollments.
 - **Your expected role:** Send requested enrollment reports to us in a timely manner, to include: monthly MARSS_15 ADM reports, and semi-annually MARSS_32 EL reports and MARSS_13 PSEO reports. If within the first three years of operations, this enrollment estimates will be submitted to MDE by the School directly (on a quarterly basis per MDE guidelines).
- **Committee and Board Meetings.** Our monthly fee includes our in-person or virtual attendance to one finance committee per month and a board meeting each quarter. We will provide the School's Treasurer with a report to present to the board in our absence. If there is a need for additional in-person or virtual attendance at meetings, we can discuss those needs and additional charges.
 - **Your expected role:** Provide us meeting dates at least one month in advance.
- **Audit Management.** Close out books for previous fiscal year and prepare audit work papers including:
 - Analyze revenues (state and federal aids, local revenues, other grants), create and enter accounts receivable journal entries.
 - Analyze all applicable balance sheet accounts to ensure they are properly accrued at year-end. Create and enter journal entries as necessary.
 - Compare UFARS FIN codes with revenue sources and expenditures. Enter journal entries as needed to assure revenues are maximized.
 - Upload UFARS data to MDE. Will be done by our team for the unaudited deadline (mid-September) and the audited deadline (end of November).

- Track capital assets and construction in process using fixed asset software.
 - Work as the school's liaison with the independent auditor.
 - **Your expected role:** Provide support to our team during the audit and provide responses to questions and requests for information in a timely manner .
- **Other tasks to be provided.** Assist the school with Secretary of State annual filings. Assist the school with annual or quarterly sales tax returns. Monitor to ensure proper bank collateral coverage.

OUTSOURCED CFO SERVICES

- **Strategic Budget Consulting.** Our CFO group will advise the school on strategic budget forecasting. Is the school contemplating an expansion, replication, move to a different site, etc? Maybe the school is going through a significant change in enrollment? If so, we have the expertise to help you make the right budget forecasts to help make the best financial decisions.
- **Contract Review and Development.** Our CFO group will assist the school in the review of the various contracts it will enter for services including but not limited to their building lease, transportation, catering, and auditing. The advantage to working with numerous schools is that we are familiar with the market rate of the various services and can aid the school in negotiating the best prices.
- **Committee and Board Meetings.** Our monthly fee includes our in-person or virtual attendance to one finance committee per month and a board meeting each quarter. We will provide the School's Treasurer with a report to present to the board in our absence. If there is a need for additional in-person or virtual attendance at meetings, we can discuss those needs and additional charges.
 - **Your expected role:** Provide us meeting dates at least one month in advance.

The following services are included in our renewal fee, however, these services could be performed internally by your school for a reduced fee -

- **Bank statement reconciliation.** Reconcile cash accounts monthly. For the proper segregation of duties, we ensure that this task is being performed by a staff member that is independent of the accounts payable process.
 - **Your expected role:** Allow access to our team to obtain bank statements or send bank statements in a timely manner. Send supporting documentation for bank activity in a timely manner.
- **Process accounts payable.** Receive invoices, process payments with appropriate approvals through Bill.com, enter payment information and activity into the finance system. Our team will perform this task on a bi-weekly basis, if it is necessary to process on a weekly basis, an additional fee may apply. As part of this process, our team will monitor cash flow to ensure there is adequate cash available to pay current obligations. In addition, our team will prepare and file 1099s yearly.
 - **Your expected role:** Provide us copies of all invoices and supporting documentation in a timely manner (at least on a bi-weekly basis). Approve payment through Bill.com. Ensure the board approves monthly a listing of disbursements to follow compliance with

state statute. Obtain a copy of the vendor W-9s for 1099 processing and send to our team.

- **Process credit card/debit card activity.** Receive supporting documentation and enter activity into the finance system.
 - **Your expected role:** Provide us copies of all supporting documentation for credit cards (within one week of the statement close date) and debit cards (at least on a bi-weekly basis). Submit a summary of the credit/debit activity via the BerganKDV approved template. Ensure the board approves monthly a listing of credit/debit card transactions to follow compliance with state statute.
- **Process Accounts Receivable.** Verify MDE funding from IDEAS reports and SERVS statements and enter data into the finance system. Receive copy of deposits of local revenue and enter data into the finance system. The board will approve monthly a listing of receipts to follow compliance with state statute.
 - **Your expected role:** Provide us copies of all local revenue deposits and supporting documentation in a timely manner (at least on a bi-weekly basis).
- **Process Payroll.** Payroll processing is performed through our firm's K-Pay software, Skyward Payroll software, or SMART Payroll software. Payroll processing includes calculating and paying all federal and state income taxes, remitting of the state pension contributions, and administering changes to benefits and deductions. In addition, we will prepare and file quarterly 941's, W-2's, and ACA reporting.
 - **Your expected role:** Utilize a time and labor module or submit hourly staff timesheets using a BerganKDV electronic spreadsheet. Review employee benefit changes and send a summary of changes to our team to update. Review the payroll proofs for accuracy prior to finalizing payroll. Periodically review the employee's benefits to ensure benefits are accurate. Submit all insurance invoices/changes to us monthly. Any late submissions of payroll information that results in an extra payroll check run will incur an additional fee on your next monthly payment.

With the full suite financial management services, you will be assigned a CFO, Controller, Senior Staff Accountant, Accounting Specialist with Payroll Emphasis and an Accounting Specialist with Accounts Payable Emphasis.

Fees

The fees for the years ending June 30, 2022 will be \$6,300 monthly, June 30, 2023 will be \$6,450 monthly, and June 30, 2024 will be \$6,600 monthly, respectively.

If there is a service listed above, that you believe that your School can do internally, let's discuss and as long as segregation of duties can be accomplished, we will look at a different fee per month.

Below is some additional information regarding fees and software agreements.

Software Utilized in Performing Our Services

In addition to the fees above, the Charter School will be invoiced directly from the following software vendors:

- SMART financial/general ledger management system
- SMART payroll management system
- Bill.com, accounts payable system

Billing and Collection Expectations

Our fees are paid on the 15th of the month from the IDEAS payments paid by the state for the school for that month. Invoices are delinquent if not paid within 30 days.

ADDITIONAL SERVICES THAT CAN BE PROVIDED

The following services are available to each of our Schools. These services are typically not needed each year by every school and therefore are not part of our “annual agreement”, but instead are billed to the School as the service is needed.

Form 990 Preparation. We are available to complete your Form 990 preparation. Once drafts are prepared, we will deliver to management for their review. Our team is proactive in staying abreast on any current topics regarding nonprofit tax matters and we would keep your Organization informed on those topics. We will also help your Organization comply with policies that are recommended by the Internal Revenue Service.

Bond Issuance Support. Our team will help assist you with bond issuance for a building purchase through a building company (either affiliated or unaffiliated). This service includes attending meetings with the bond issuance team, budget forecast strategic planning, stress test analysis on the forecast, review bond documents and guide school leadership.

Board Training. We will provide annual state mandated financial management training for board members to meet the requirements for newly elected board members and ongoing training for all board members. These trainings can be done on the board’s schedule and are relevant and specific to your school.

Assistance with Special Grants. We will assist with the management of non-recurring grants including, but not limited to, Federal Charter School Program (CSP), ESSER (or other one-time stimulus related grants), Pathways, etc. Typically, these additional services can be paid through the funding program.

Board and School Management Succession Planning. We will work with the School to ensure that you have a board operations and procedures document to ensure the board is functioning in its most efficient manner and each board member understands their roles and responsibilities to the organization. In addition, we help with establishing policies and procedures that ensure that the School identifies new board members and school management in a timely manner and onboarded appropriately.

Office Structure and Reorganization. Our business process analysis helps you identify the detrimental elements in your operation and identify how to overcome obstacles. Working together we can help your teams solve the right problem and switch their processes to become the high-functioning team you need. Our team would interview staff, review your School’s current processes, and present you with a report noting potential deficiencies and suggested areas of improvements. We would then meet with you to discuss and strategize on areas of improvement – discuss best practices to help you redesign current processes and procedures guide. Present you with a workflow analysis with discuss possible better workflow achievements.

Out of Scope Professional Services

We do not surprise bill. If during the year, you request one of the above additional services or another additional service, we will provide a separate engagement letter with the fees and services specified, only after we have verbal communication and agreement. Additional special projects and consulting requested during the year will be billed at an hourly rate commensurate with the level of experience required.

BERGANKDV'S SCHOOL SERVICES LEADERSHIP TEAM

BerganKDV has a personalized team of professionals to meet your unique needs. Your BerganKDV team has extensive experience working with Charter Schools. This translates into a greater ability to understand your unique organization.

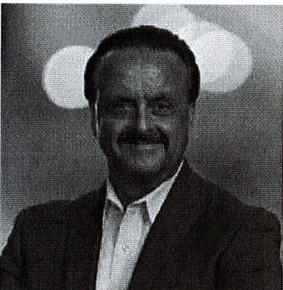
First, all our Charter School clients will interact with a member of our leadership team at least annually. There is no charge to our clients for these meetings. These individuals are instrumental in ensuring that our clients are receiving "WOW" service and having all their needs met.



JODI L. WOODWARD, CPA, SHAREHOLDER, GOVERNMENT MARKET LEADER

Role and Experience: In her role as the Government Market Leader, Jodi is responsible for the School Services division by providing leadership to the division's personnel and managing all aspects of the value creation cycle for our clients and will work with the team members throughout the firm to ensure a wow experience is being delivered.

Jodi is a CPA with more than 25 years of experience in public accounting. She received her bachelor's degree in accounting from Midland University and is active in the American Institute of Certified Public Accountants and is very involved in the Peer Review Program. Jodi is also a member of the Nebraska Society of CPAs, CREW Omaha Metro and a board member of the Omaha Academy of Ballet.



MICHAEL E. DUSCHER, GOVERNMENT CONSULTING LEADER

Role and Experience: Mike is responsible for growing the client base in the Government Market by building relationships with potential clients and working with them to help solve pain points they are experiencing in their business operations.

Mike received his bachelor's degree in organizational communication and sociology. He is involved with Northern Voices, a nationally recognized school for deaf and hearing of children and Crescent Cover Respite & Hospice Home for Kids.



NICK TAINTOR, CPA, DIRECTOR OF SCHOOL SERVICES

Role and Experience: Nick helps direct the charter school group at BerganKDV. Prior to taking the Director role, Nick helped charter school clients with strategic budget development and oversight, cash flow analysis, monthly financial reviews, and board trainings. He is especially energized by helping schools strategize when discussing growth, expansion and replication as well as process improvement.

Nick earned his bachelor's degree in accounting from Gustavus Adolphus College. He is the former treasurer of the Minnesota Intercollegiate Soccer Officials Association and is former College Soccer official. When Nick isn't in the office, he enjoys golfing, running, traveling with his family and supporting his kid's sports activities.



JENNY ABBS, OUTSOURCED CFO, SCHOOL SERVICES

Role and Experience: Jenny focuses her attention on helping schools leverage funding source opportunities available to them and leads the internal team who specializes in grant financial management, Jenny's favorite part of her job is training others and helping break down complex topics in a way that all can understand. In her role, she works closely with school board members who may not have a financial background, so her passion for helping others enables everyone involved in the decision-making process to be on the same page.

Jenny holds a bachelor's degree in business management from St. Cloud State University. Outside of work, Jenny is involved with Eagan Athletic Association.



JOLINE RAYMOND, ACCOUNTING SUPERVISOR, SCHOOL SERVICES

Role and Experience: Joline is an experienced accounting supervisor with a demonstrated history of working in the educational accounting industry. Joline's specialty is accounts payable and payroll. She uses her expertise to lead and help her team with daily problem solving and is constantly looking for ways to improve processes and procedures to benefit clients and staff alike. She enjoys working side-by-side with her team to help clients take the worry out of their day-to-day office duties, whether it is accounts payable, payroll, grant management or budgeting which enables them to focus on the students they serve.

Joline holds an associate degree in business administration from Rasmussen College and volunteers for Simley Wrestling and Cannon Falls Mat Rats Wrestling.



ATTACHMENT 1 – PROFESSIONAL SERVICES AGREEMENT

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This Professional Services Agreement (the “**Agreement**”) is made and entered into as of March 29, 2021, by and between the following parties:

“Service Provider:”

BerganKDV
3800 American Blvd West
Suite # 1000
Bloomington, MN 55431
email: nick.taintor@bergan.kdv

“Client:”

Woodbury Leadership Academy
Address: 8089 Globe Drive
Woodbury, MN 55101
email: kmortensen@wlamn.org

Recitals

The Client desires that Service Provider provide certain services, consultancy, and/or training for Client pursuant to the terms and provisions of this Agreement, and the Service Provider desires to perform such services pursuant to the terms and provisions of this Agreement.

Agreement

In consideration of the recitals above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows

1. Definitions.

The following terms shall have the meaning given below when used in this Agreement.

“Affiliate” means any subsidiary companies of BerganKDV.

“Agreement” means as defined in the preface of this Agreement, and also includes all exhibits, attachments, and worksheets attached hereto, as well as all Service Schedules.

“Client” means as defined in the beginning of this Agreement.

“Confidential Information” means (i) either party’s business or financial information and plans, documents, works in progress, work processes, trade secrets, or other secret or confidential matter related to either party’s business or projects and/or their affiliated or subsidiary companies, including, without limitation, Client’s customer information; and (ii) any other information that either party designates as confidential, or which, under the circumstances of disclosure, should be treated as confidential.

“Intellectual Property Rights” means copyrights, trade and service marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets, registered designs, design rights, patents, all rights of whatsoever nature in computer software and data, database rights, all rights of privacy and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration in respect of any of the same.

“Network” means as defined in Section 6.2.

“Service Provider” means as defined in the beginning of this Agreement on page 1.

“Service Provider Materials” means (i) any property of Service Provider including, without limitation, computer hardware or software programs, products, materials or methodologies and reports, studies, data, diagrams, charts, specifications, gateways, bridges and integrations with third party code; (ii) any modifications to Service Provider’ pre-existing software produced on behalf of Client; (iii) works or materials created and developed by Service Provider prior to or independently of the Services; and (iv) residual knowledge and know-how of general applicability resulting from performance of the Services.

“Services” means the work product and services to be provided by Service Provider pursuant to this Agreement and the Service Schedule(s).

“Service Schedule” and **“Service Schedules”** mean as such are discussed and defined in Section 2.

“Term” means as defined in Section 4.1.

Other terms may be defined throughout this Agreement.

2. Services.

2.1. **Service Schedules.** Services to be performed by Service Provider for Client shall be done according to Service Schedules that the parties may agree to from time to time in writing. All such Service Schedules are to contain, in combination with other terms and provisions of this Agreement, all the terms and provisions pursuant to the performance of the Services addressed in the Service Schedule. A Service Schedule under this Agreement is any document, agreed to in writing by the parties, that discusses the terms and provisions of the Services to be rendered, and need not necessarily be labeled “Service Schedule.” No Services will be rendered by Service Provider that are not subject to the terms and provisions of this Agreement.

2.2. **Conflicts between Agreement and Service Schedule.** If there is a conflict of terms and provisions between a Service Schedule and the other terms and provisions of this Agreement, the terms and provisions of the Service Schedule shall control with respect to the conflicting terms and provisions, unless the Service Schedule conflicts with Section 5 or 6 of this Agreement, in which case Sections 5 and 6 of this Agreement shall control with respect to the conflicting terms.

2.3. **Performance by Affiliates.** Service Provider reserves the right to have one or more of its affiliates perform the Services.

2.4. **Services Modifications.** The Services to be provided shall not be modified or changed without the written permission to a change signed by the parties to this Agreement.

3. Payment for Services.

3.1. **Payment Terms for Services Fees.** Fees, rates, expenses, and payment terms for Services are to be set forth in the Services applicable Service Schedule and elsewhere in this Agreement. Payments owed for Services and other expenses and charges pursuant to this Agreement will be invoiced monthly, unless stated to the contrary in the Service Schedule. All payments shall be due within fifteen (30) days of receipt of invoice. Service Provider hereby reserves the right to change all

fees, rates, expenses, and payment terms in any Service Schedule by giving at least 60 days prior written notice to Client with respect to the changes that are to be made.

3.2. **Interest on Past Due Amounts.** If an invoice is not paid by its due date, Service Provider will charge Client and Client will pay an interest charge of one percent (1%) per month on the unpaid balance of an invoice.

3.3. **Certain Remedies for Nonpayment.** If Client fails to pay to Service Provider, within 10 days after Service Provider makes written demand therefor, any past-due amount payable under this Agreement (including interest thereon), then, in addition to all other rights and remedies which Service Provider may have at law or in equity, Service Provider may, in its sole discretion, decide to suspend Client's access to the Services until all undisputed past due amounts are paid in full. Additionally, upon initial notice of payment required, Service Provider shall have the right to place a No Service Hold for support on Client's account. Any withholding of Services or support due to an undisputed failure by Client to pay does not relieve Client from its obligation to pay for the Services during the time the Services and/or support are withheld.

3.4. **Taxes.** Client shall, in addition to the payments required under this Agreement, be responsible for and pay all sales, use, excise, or other taxes, whether state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding however, income or franchise or other taxes imposed upon Service Provider.

4. Term of Agreement.

4.1. **Term.** Unless set forth to the contrary in any Service Schedule or unless terminated earlier pursuant to the terms and provisions of this Agreement, the term for the provision of Services pursuant to this Agreement (the "**Term**") shall end upon termination pursuant to Section 4.3.

4.2. **Services Performed After end of Term.** In the event that the Services are provided after a scheduled end of the Term, Client will continue to pay Service Provider for Services rendered after the end of the Term pursuant to this Agreement.

4.3. **Termination.** The Term may be terminated pursuant to the terms and provisions of this Section 4.3 below.

- (a) Service Provider may terminate the Term for any reason by giving Client 90 days' prior written notice.
- (b) Client may terminate the Term for any reason by giving Service Provider 90 days' prior written notice. However, in lieu of providing the advanced written notice, Client may terminate the Term immediately upon written notice if it pays Service Provider an amount equal to the charges for three months of Services that would have been charged under this Agreement with the notice of termination.
- (c) Client may extend the agreement past the terms with a 30 day notice.

4.4. **Enforceability Post-Termination.** Upon the end of the Term, the provision of Services is to stop. All other terms and provisions of this Agreement (i.e., all those that are not for the provision of Services) shall remain in full force and effect after the end of the Term.

4.5. **Procedures Upon Termination.** Upon the end of the Term, Service Provider shall prepare final invoices for Services and provide them to Client, and Client shall pay the same pursuant to the invoice terms.

5. Confidentiality and Certain Restrictive Covenants.

5.1. **Confidentiality.** Each party shall protect the other party's Confidential Information with the same degree of care that it applies to its own similar Confidential Information, but in no event less than a reasonable degree of care, given the nature of the information disclosed. Each party may disclose the Confidential Information to its affiliates, provided that they are bound by the obligations set forth herein. The prior Confidentiality restrictions shall not apply to (a) information generally available to the public; (b) information released by disclosing party generally without restriction; (c) information independently developed or acquired by receiving party without reliance in any way on the protected information of disclosing party; or (d) information approved for the use and disclosure of receiving party by the disclosing party, in writing. Either party may use or disclose the other party's Confidential Information if required by any request or order of any government authority, or otherwise as required by law, or as necessary to establish and enforce that party's rights under this Agreement. Before disclosing the other party's Confidential Information for such purpose, reasonable efforts must be made to notify the other party of the circumstances, if legally allowed, and the parties shall cooperate with each other, at disclosing party's expense, to obtain protection for the confidentiality thereof to the extent available or contest and avoid such disclosure.

5.2. **Non-solicitation of Employees.** Client shall not offer employment to or employ any personnel of Service Provider or its affiliates for a period of one (1) year after the date that provision of Services by Service Provider under this Agreement ends.

6. Warranties and Limitations.

6.1. **General Warranty.** Service Provider warrants that all Services will be provided in a professional and workmanlike manner in accordance with industry standards.

6.2. **Network.** Client understands that the general reliability of the private wide-area-networks, network computers, servers and related systems and the Internet, and of connections to and from the network, (collectively the "**Network**"), may be controlled by factors beyond the control of Service Provider. Because of this it is impossible for Service Provider to guaranty the provision of the Services will be uninterrupted, that the Client will be able to properly access and use the Services or that the Services will be provided without error. Service Provider shall have no obligation to remedy any such interruptions, inabilities or errors.

6.3. **All Obligations Set Forth in This Agreement.** Service Provider shall not be responsible for any delays and Services unavailability of any kind, regardless of cause, except as provided in this Agreement. Client expressly waives any claims against Service Provider for loss, injury, or damage of any kind, directly or indirectly, resulting from Client's use of the Services or from any defects therein, except as otherwise expressly provided in this Agreement.

6.4. **Warranty Limitation.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES ON SERVICES FURNISHED UNDER THIS AGREEMENT

INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SERVICE PROVIDER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SERVICE PROVIDER UNDER THIS AGREEMENT.

6.5. **Third Party Matters.** Notwithstanding anything herein to the contrary, Service Provider makes no warranties or guarantees regarding (a) the Services that are to be provided by third parties that are not a party to this Agreement, or (b) any Services use and utilize the assets, software, or intellectual property of third parties that Service Provider has a contractual right or license to use (the foregoing Services are referred to herein as the “**Third Party Services**”). In the event of a Service issue or failure with respect to any Third Party Services (a) the parties will work together, each at their own cost and expense, to attempt to either solve the matter or obtain a reasonable solution for the parties (to the extent one is available) from the third party; and (b) if Client desires to pursue a claim against the third party in a court of law, and such claim has a reasonable possibility of success, and Service Provider does not desire to participate in such claim, then Client will be permitted to seek such a claim in a court of law at its own cost and expense, and Service Provider will assign any rights it may have with respect to the third party related to the claim. However, Client hereby acknowledges that taking legal action against any such third party may subject it to indemnification obligations pursuant to the immediately following sentence. Client hereby agrees to indemnify, defend, and hold harmless Service Provider from any and all losses, claims, damages, judgments, expenses, and costs that any third party provider of Third Party Services may claim or receive from Services Provider arising from or due, in any way whatsoever, to the action, inaction, or negligence of Client (or its employees or agents). Client acknowledges and agrees that Services Provider will enter into contracts or licenses with third parties from time to time related to the Third Party Services. Service Provider will provide copies of any such contracts or licenses related to the Third Party Services within five days of Client’s written request for the same. Service Provider shall have the right to enter into, amend, rework, or modify any contract or license related to any Third Party Services as it determines from time to time at its sole discretion and without the consent of or notification to Client.

6.6. **Quality Inputs.** Notwithstanding anything herein to the contrary, Client agrees and acknowledges that it assumes all risk, loss, and damage that arises from Client either inputting or providing incorrect data, information, dates, or formulas to Service Provider that are used by Service Provider in the provision of Services. Service Provider makes no representation or warranty with respect to the accuracy or validity of information provided pursuant to the Services that may be based upon faulty or incorrect data, information, dates, or formulas provided by Client. Client hereby agrees that it will immediately notify Service Provider when it becomes aware that it has provided or input incorrect or faulty data, information, dates, or formulas with respect to the Services so that Service Provider can address the matter. Client hereby agrees to indemnify, defend, and hold harmless Service Provider from any and all losses, claims, damages, judgments, expenses, and costs it incurs because Client (or its employees or agents) has provided or input incorrect or faulty data, information, dates, or formulas to Service Provider with respect to the Services.

6.7. **Limitation on Damages.** Notwithstanding anything herein to the contrary, Client acknowledges and agrees that the maximum amount that it can collect from Service Provider or its affiliates for any breach of this Agreement or otherwise, whether pursuant to this Agreement or otherwise under the law, shall be limited to the average monthly amount invoiced under this Agreement during the Term.

6.8. **Waiver of Consequential Damages.** Notwithstanding anything herein to the contrary, in no event shall either party be liable for indirect, special, incidental, or consequential damages, loss or profits, loss of use of data or interruption of business, whether such alleged damages are alleged in tort, contract, or indemnity, even if such party has been advised of the possibility of such damages.

7. Security of Information.

7.1. **Passwords – Client Responsibility.** Client and its employees and agents will protect and keep confidential any passwords related to the Services. If any such password is stolen, acquired, or used by a third party pursuant to the actions, inactions, or negligence of Client or its employees and agents, then, (a) Client assumes all risk of loss with respect to such matter, and (b) Client will indemnify, defend, and hold harmless Service Provider from any and all losses, claims, damages, judgments, expenses, and costs it incurs because Client (or its employees or agents) has breached the terms and provisions of this Section 7.1.

7.2. **General Security.** Service Provider will take reasonable steps consistent with industry standards to protect and secure any personal information of Client and its employees that may be provided pursuant to the provision of the Services. Notwithstanding the foregoing, Client shall be liable and responsible for (and Service Provider has no liability or responsibility for) the security of any personal information of Client and its employees that may be provided pursuant to the provision of the Services (a) that is acquired by some third party through Client's hardware or equipment, or (b) that is acquired by some third party due some action, inaction, or negligence of Client (or employee or agent) that is not consistent with the reasonable actions of an employer that desires to keep such data confidential.

7.3. **HIPAA.** Notwithstanding anything herein to the contrary, (a) Client retains the responsibility for being compliant with any applicable HIPAA laws and regulations that may apply to information provided by Client pursuant to the Services, and (b) Service Provider makes no representation or warranty that the operation of the Services and security of Client information (including employee information) with respect to the Services is compliant with any applicable HIPAA laws and regulations.

8. Intellectual Property Rights and Ownership.

8.1. **Ownership.** Service Provider shall own all Intellectual Property Rights with respect to the Service Provider Materials, and the ownership of such will not transfer to Client.

8.2. **License.** If any Service Provider Materials are delivered to Client as part of the Services, Client shall have a royalty-free, non-exclusive worldwide license to use, copy, modify and distribute internally such Service Provider Materials during the Term.

9. Miscellaneous.

9.1. **Notification.** All notices, requests, demands and other communications which are required or may be given under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by confirmed facsimile,

electronic or digital transmission method; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice will be sent pursuant to the addresses and notice information for each party on page 1 of this Agreement, provided, however, that any party may change such party's notice information by notice to the other given as set forth above, and such change will be effective when received pursuant to the prior provisions.

9.2. *Force Majeure.* Either party shall be excused from delays in performing or from its failure to perform pursuant to this Agreement to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure. to the extent possible.

9.3. *No Agency.* Service Provider is acting solely as an independent contractor in rendering performance under this Agreement. In no way is Service Provider to be construed as the agent or acting as the agent of Client in any respect.

9.4. *Assignment.* This Agreement may not be assigned by either party without the express written consent of the other party, except that either party may assign or transfer this Agreement, in whole or in part, to any of its affiliates or to any successors to substantially all of that part of Service Provider' business to which this Agreement relates. Subject to the foregoing, any assignee under this Agreement shall be subject to all of the terms, conditions and provisions of this Agreement.

9.5. *Invalidity.* If any provision of this Agreement is held to be invalid, the other provisions will not be affected to the greatest extent possible consistent with the parties' intent.

9.6. *Compliance with Laws.* Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance under this Agreement.

9.7. *Waiver.* A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.

9.8. *Governing Law.* This Agreement shall be governed by the laws of Minnesota, without regard to its conflict of law provisions. The federal and state courts in the State of Minnesota shall have exclusive jurisdiction to settle any disputes in connection with this Agreement.

9.9. *Counterparts.* This Agreement may be executed and delivered by original signature, facsimile, or other image capturing technology, and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

9.10. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties in relation to the matters addressed in this Agreement and supersedes all prior written or oral communications and representations with respect to the matters addressed in this Agreement.

[Signature Page Follows]

The parties have caused this Agreement to be signed and delivered as of the date set forth in the preface of this Agreement.

BerganKDV

signature:



name: Nick Taintor

title: Director of School Services

date: March 29, 2021

Woodbury Leadership Academy

signature: _____

name: Kathy Mortensen

title: Executive Director

date: _____

ATTACHMENT 2 – PREPARATION OF FINANCIAL STATEMENTS ENGAGEMENT LETTER

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Summary of Engagement Terms:

Level of Service: Preparation of Financial Statements of the Nonprofit Entity

Financial Statements: Statement of Financial Position and Statement of Activities

Financial Reporting Framework: Accounting Principles Generally Accepted in the United States of America

Management Elects To Omit Substantially All Disclosures: Yes

Period: For the Period July 1, 2021 through June 30, 2024

Frequency: Monthly

Engagement Manager: Brenda Kes

Fees: These services are included with the financial management services as outlined in the commitment letter with no additional fees.

We appreciate the opportunity to be of service to you and believe this letter **and attached preparation of financial statements engagement agreement** accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter **and as further detailed in the attached preparation of financial statements engagement agreement**, please sign the enclosed copy of this summary of engagement terms and return it to us.

I have read and I agree to the summary of engagement terms listed above and the terms in the attached preparation of financial statements engagement agreement.

Sincerely,

BerganKDV, Ltd.



Nick Taintor
Certified Public Accountant

Acknowledged by:

Signature

Title

Date

THANK YOU.

BERGANKDV.COM | 952.563.6800 | INFO@BERGANDKV.COM





Board of Directors 2021 Election

Consider this: Just as we want our students to be leaders and live virtuous lives, the WLA community must model those same ideals. One way we do this is by volunteering to be a board member and/or voting for new members on the Board of Directors.

**This year, 3 open seats are up for election
(Term June 2021 -June 2024):**

One parent, one teacher, one community member

Who elects the WLA Board? You do!

WLA parents and guardians, WLA faculty and staff,
WLA community board members

How do I apply?

Complete and return the attached Self-Nomination form
Self-Nomination forms are also available on the WLA website:
<http://www.wlamn.org/about-wla/board>

Key Dates for the 2021 Board Elections:

- April 28 - Call for Board Candidate Nominations
- May 14 - Close of Nominations at 4:30 PM
- May 24 – 28 - Voting Period (via electionrunner.com)
- May 28 - Close of Voting at 4:30 PM
- June 23 - Elected members announced at the regularly scheduled Board meeting



2021 Board Election Self-Nomination Form

Name: _____

Email: _____

Affiliation to Woodbury Leadership Academy:

Prepare a candidate statement that is a maximum of one page and includes the following questions:

- What makes our mission and vision meaningful to you?
- Tell us about a time you stepped up into a leadership role.
- What do you think are the characteristics of a great board member?
- What educational innovations would you bring to WLA?

Nominations are due to Woodbury Leadership Academy
by **4:30pm Friday, May 14, 2021**

Email completed self-nomination forms to elections@wlamn.org
OR place completed self-nomination form in a sealed envelope
and mail OR drop off at school!

Woodbury Leadership Academy
Board Elections Committee
8089 Globe Drive
Woodbury, MN 55125

Thank you for your interest in serving Woodbury Leadership Academy!