

DRAFT

Board Packet

Woodbury Leadership Academy Board of Directors Special Meeting

Wednesday, January 23, 2019

5:30 P.M.

Woodbury Leadership Academy

8089 Globe Dr. Woodbury, Mn 55125

GYM

Meeting: Board of Directors Regular Meeting

Date: Wednesday, January 23, 2019

Time: 5:30 P.M.

Location: Woodbury Leadership Academy 8089 Globe Dr. Woodbury Mn 55125 - Gym

AGENDA

1. **Meeting Call to Order and Roll Call**
 - 1.1. Meeting Call to Order (Mandi Folks, Board Chair)
 - 1.2. Roll Call (Mandi Folks, Board Chair & Board Clerk)
2. **WLA Mission, Vision and Strategic Goals** (Activity)
3. **Approval of Agenda/Meeting Minutes** (Presenter: Mandi Folks, Board Chair)
 - 3.1. Approval of meeting agenda
Motion: _____ 2nd: _____ Vote: _____
 - 3.2. Approval of December 19, 2018 meeting minutes
Motion: _____ 2nd: _____ Vote: _____
4. **Conflict of Interest Declaration** (Presenter: Mandi Folks, Board Chair)
 - 4.1. Conflict of Interest Declaration
5. **Public Comment** (Presenter: Mandi Folks, Board Chair)
6. **Board Training/Presentations**
 - 6.1. Mid-year reflection(strength and challenges of the BOD, review of WLA by-laws, open meeting law, charter school statute)
7. **Board and Administration Reports**
 - 7.1. Board Report (Presenter: Mandi Folks, Board Chair)
 - 7.2. Executive Director Report (Presenter: Dr. Mortensen)
 - 7.3. Finance Committee (Presenter: Jess Erickson, Treasurer)
 - 7.3.1. Accept November 2018/December 2018/January 2019 committee meeting minutes and November 2018 & December 2018 Financial Statements
Motion: _____ 2nd: _____ Vote: _____
 - 7.4. Governance Committee (Presenter: Ro Krejci, Governance Chair)
 - 7.4.1. Accept January committee meeting minutes, 1st reading notice 201.1 and 2nd Reading of Policies of 524, 531 and 541
Motion: _____ 2nd: _____ Vote: _____
8. **Board Discussion and Business** (Presenter: Mandi Folks, Board Chair)
 - 8.1. Ratify employment agreement(s)
 - 8.2. YMCA contract 2019-2020 sy
9. **Board Communication & Future Items** (Presenter: Mandi Folks, Board Chair)
 - 9.1. Book summary of chapters 1 & 2
 - 9.2. Board Communication/Future Agenda Items - Reflection
10. **Housekeeping** (Presenter: Mandi Folks, Board Chair)
 - 10.1. Next Regularly Scheduled WLA Board of Directors Meeting and Training
Date: Friday, February 1, 2019
Time: 9:00 A.M.
Location: 8089 Globe Dr. Woodbury, MN - gym
 - 10.2. Delegation of Public Comment Items (if necessary)
11. **Adjournment** (Presenter: Mandi Folks, Board Chair)
 - 11.1. Adjournment
Motion: _____ 2nd: _____ Vote: _____

Woodbury Leadership Academy



Board of Directors Meeting Minutes Regular Meeting December 19, 2018

Directors Present: Jessica Erickson, Mandi Folks, Claudia George, Ro Krejci, Jason Livingston, Jolene Skordahl

Directors Absent: Shannon Kelly

Administration/Advisors Present: Kathy Mortensen (Executive Director)

Others in Attendance: WLA parent

1. Meeting Call to Order and Roll Call

1.1 Meeting Call to Order

Ms Folks called the meeting to order at 5:30 PM.

1.2 Roll Call

Ms Baumann took roll call.

2. WLA Mission, Vision and Strategic Goals

Board members participated in a Mission and Vision Challenge exercise which reviewed the content of the Mission and Vision Statements. Ms Folks read the Statements and a Strategic Goals summary statement.

3. Approval of Agenda/Meeting Minutes

3.1 Approval of Meeting Agenda

Ms Krejci moved “to approve the agenda for the December 19, 2018 Board of Directors meeting.” Seconded by Ms Erickson. Motion passed unanimously.

3.2 Approval of November 28, 2018 meeting minutes

Ms Erickson moved “to approve the meeting minutes from November 28, 2018, with the correction of a spelling error.” Ms Skordahl seconded. Motion passed unanimously.

4. Conflict of Interest Declaration

4.1 Conflict of Interest Declaration

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

5. Public Comment

Parent, Diane Thiigs updated the board on the status of getting the official legal paperwork in place to establish a PTO for WLA.

6. Board Training/Presentations

6.1 Harassment & Civil Rights Training

Ms Mortenson distributed Board Policy 413 Harassment and Violence. Board members reviewed and discussed. She also distributed and discussed information on the Civil Rights Act of 1964, civil rights in context of the workplace setting, and Board policies that ensure that the civil rights of WLA employees are respected.

7. Board and Administration Reports

7.1 Board Report

Ms Folks distributed copies of the book “Why Knowledge Matters” and requested members read chapters 1 & 2 for review at the January meeting. She also acknowledged the creativeness of Ms Skordahl in planning physical education curriculum in a limited “gym” space.

7.2 Executive Director Report

Ms Mortensen highlighted several items in the Director’s Report, including enrollment status and facility space and needs planning for next year. A folder with an EA resignation and two EA contracts and position descriptions was passed for board member review: one EA is Special Ed and the other is shared between Special Ed and assisting the Dean with behavior management.

She informed the Board of the upcoming VOA conference focused on safety, which she and Ms Griffith are attending. Board member, Ms Kelly is participating in a panel discussion at the conference. Ms Krejci volunteered to attend as the required Board member.

Ms Mortensen shared VOA will be making a couple of minor changes to the charter renewal, but these will have no significant impact on the charter agreement. She also highlighted upcoming fieldtrips and activities at the school. There was discussion about the Winter Music concert and planning for the Spring concert to better work around facility limitations. And she updated the board on Technology Committee plans.

Ms Folks and Ms Mortenson discussed factors taken into considerations in space planning for next year, whether to expand to the 3rd floor or remain on 2 floors. The current recommendation is to remain on 2 floors, with facility improvements, and manage enrollment growth.

7.3 Finance Committee Report

Ms Erickson reported the Finance Committee met and discussed the financial impact of space and facility needs for next year. PTO presented at the meeting and discussed the partnership between the organization and the school. Ms Erickson reported the committee was unable to review the November financial statements, so they will be included in January’s Board packet.

7.3.1 Accept November Financial Statements and Finance Committee meeting minutes

Acceptance was deferred to the next board meeting.

7.4 Governance Committee

Ms Krejci reported the committee met on December 12th and discussed the policies up for 2nd reading notice at this evening’s board meeting. She

highlighted the changes to these policies. Included in the Board packet is a list of policies currently in 1st reading status, not including those up for 2nd reading notice at tonight's meeting. Ms Krejci stated the committee is looking into a request to review Policy 302 Early Admission to Kindergarten.

7.4.1 Accept December Committee Meeting Minutes and 2nd Reading of Policies 201.1, 533, 540 and 541

Ms Krejci moved "to accept the December Governance Committee meeting minutes and second reading notice of policies 201.1 Board of Directors Election, 533 Wellness, 540 Student Dress: Appearance and Uniform."

Seconded by Ms Erickson. Motion passed unanimously.

Second reading notice of policy 541 Cell Phones and Other Electronics will be deferred to a future meeting.

8. Board Discussion and Business

8.1 Ratify Employment Agreements

Ms Krejci moved "to ratify the employment agreements as presented and acknowledge the resignation." Seconded by Ms Erickson. Motion passed unanimously.

8.2 BerganKDV Contract

Ms Folks presented the proposed change to the BerganKDV contract explaining that in prior years the contract amount was decreased due to enrollment being less than anticipated and this year the contract is being increased due to enrollment growth. There was discussion.

Ms Erickson moved "to accept the BerganKDV contract revision." Seconded by Mr Livingston. Motion passed unanimously.

8.3 Facilities Committee Charge

Mr Livingston discussed the process of re-establishing the Facilities Committee. Ms Krejci moved "to re-establish the Facilities Committee as a Board committee." Seconded by Mr Livingston. Motion passed unanimously. Ms Krejci moved "to appoint Mr Livingston as the Facilities Committee Chairperson." Ms Erickson seconded the motion. Motion passed unanimously.

Mr Livingston stated the existing charge for the committee will be reviewed at the first meeting.

9. Board Communication & Future Items

9.1 Board Communication/Future Agenda Items - Reflection

Board members expressed looking forward to discussing the book "Why Knowledge Matters." They also shared thoughts about the positive progress the Board and school have made during the past year. Ms Mortensen showed a "Day in the Life" pictorial of students and staff at WLA. Information will be sent to members on the strategic planning session scheduled for late January.

10. Housekeeping

10.1 Next regularly scheduled WLA Board of Directors Meeting and Training

Ms Folks stated the next regular meeting and training is scheduled for Wednesday, January 23, 2019 at 5:30 PM in the gym at 8089 Globe Drive, Woodbury, MN.

10.2 Delegation of Public Comment

There was no public comment to delegate.

11. Adjournment

11.1 Adjournment

Ms Krejci moved "to adjourn." Ms Erickson seconded. Motion passed unanimously. The meeting adjourned at 7:25 PM.

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

CHAPTER 124E

CHARTER SCHOOLS

	GENERALLY		
124E.01	PURPOSE AND APPLICABILITY.	124E.12	EMPLOYMENT.
124E.02	DEFINITIONS.	124E.13	FACILITIES.
124E.03	APPLICABLE LAW.	124E.14	CONFLICTS OF INTEREST.
	ADMINISTRATION	124E.15	TRANSPORTATION.
124E.05	AUTHORIZERS.	124E.16	REPORTS.
124E.06	FORMING A SCHOOL.	124E.17	DISSEMINATION OF INFORMATION.
124E.07	BOARD OF DIRECTORS.		FINANCE
124E.08	CHARTER SCHOOL AND SCHOOL DISTRICT COLLABORATION.	124E.20	GENERAL EDUCATION REVENUE.
124E.09	EXTENT OF SPECIFIC LEGAL AUTHORITY.	124E.21	SPECIAL EDUCATION AID.
	POLICIES AND PROCEDURES	124E.22	BUILDING LEASE AID.
124E.10	CHARTER CONTRACT.	124E.23	TRANSPORTATION REVENUE.
124E.11	ADMISSION REQUIREMENTS AND ENROLLMENT.	124E.24	OTHER AID, GRANTS, AND REVENUE.
		124E.25	PAYMENT OF AIDS TO CHARTER SCHOOLS.
		124E.26	USE OF STATE MONEY.

GENERALLY

124E.01 PURPOSE AND APPLICABILITY.

Subdivision 1. **Purposes.** The primary purpose of charter schools is to improve all pupil learning and all student achievement. Additional purposes include to:

- (1) increase learning opportunities for all pupils;
- (2) encourage the use of different and innovative teaching methods;
- (3) measure learning outcomes and create different and innovative forms of measuring outcomes;
- (4) establish new forms of accountability for schools; or
- (5) create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

Subd. 2. **Applicability.** This chapter applies only to charter schools formed and operated under this chapter.

History: 1991 c 265 art 9 s 3; 1Sp1995 c 3 art 9 s 2; 1998 c 397 art 2 s 164; 2009 c 96 art 2 s 41; 2013 c 116 art 4 s 1; 2014 c 272 art 3 s 33; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 1

124E.02 DEFINITIONS.

- (a) For purposes of this chapter, the terms defined in this section have the meanings given them.
- (b) "Affidavit" means a written statement the authorizer submits to the commissioner for approval to establish a charter school under section 124E.06, subdivision 4, attesting to its review and approval process before chartering a school.
- (c) "Affiliate" means a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another person.

(d) "Control" means the ability to affect the management, operations, or policy actions or decisions of a person, whether by owning voting securities, by contract, or otherwise.

(e) "Immediate family" means an individual whose relationship by blood, marriage, adoption, or partnership is no more remote than first cousin.

(f) "Person" means an individual or entity of any kind.

(g) "Related party" means an affiliate or immediate relative of the other interested party, an affiliate of an immediate relative who is the other interested party, or an immediate relative of an affiliate who is the other interested party.

(h) For purposes of this chapter, the terms defined in section 120A.05 have the same meanings.

History: *1Sp2001 c 6 art 2 s 25; 2007 c 146 art 2 s 24,47; 2009 c 96 art 2 s 41; 1Sp2011 c 11 art 2 s 29; 1Sp2015 c 3 art 4 s 2,10; 2016 c 189 art 26 s 2*

124E.03 APPLICABLE LAW.

Subdivision 1. **Public status; exemption from statutes and rules.** A charter school is a public school and is part of the state's system of public education. A charter school is exempt from all statutes and rules applicable to a school, school board, or school district unless a statute or rule is made specifically applicable to a charter school or is included in this chapter.

Subd. 2. **Certain federal, state, and local requirements.** (a) A charter school shall meet all federal, state, and local health and safety requirements applicable to school districts.

(b) A school must comply with statewide accountability requirements governing standards and assessments in chapter 120B.

(c) A charter school must comply with the Minnesota Public School Fee Law, sections 123B.34 to 123B.39.

(d) A charter school is a district for the purposes of tort liability under chapter 466.

(e) A charter school must comply with the Pledge of Allegiance requirement under section 121A.11, subdivision 3.

(f) A charter school and charter school board of directors must comply with chapter 181 governing requirements for employment.

(g) A charter school must comply with continuing truant notification under section 260A.03.

(h) A charter school must develop and implement a teacher evaluation and peer review process under section 122A.40, subdivision 8, paragraph (b), clauses (2) to (13), and place students in classrooms in accordance with section 122A.40, subdivision 8, paragraph (d). The teacher evaluation process in this paragraph does not create any additional employment rights for teachers.

(i) A charter school must adopt a policy, plan, budget, and process, consistent with section 120B.11, to review curriculum, instruction, and student achievement and strive for the world's best workforce.

(j) A charter school is subject to and must comply with the Pupil Fair Dismissal Act, sections 121A.40 to 121A.56.

Subd. 3. **Pupils with a disability.** A charter school must comply with sections 125A.02, 125A.03 to 125A.24, 125A.65, and 125A.75 and rules relating to the education of pupils with a disability as though it were a district. A charter school enrolling prekindergarten pupils with a disability under section 124E.11, paragraph (h), must comply with sections 125A.259 to 125A.48 and rules relating to the Interagency Early Intervention System as though it were a school district.

Subd. 4. **Students' rights and related law.** (a) A charter school must release a student for religious instruction, consistent with section 120A.22, subdivision 12, clause (3).

(b) A charter school must comply with chapter 363A governing the Minnesota Human Rights Act and section 121A.04 governing student athletics and sex discrimination in schools.

(c) A charter school must comply with section 121A.031 governing policies on bullying.

Subd. 5. **Records and data requirements.** (a) A charter school must comply with chapter 13 governing government data; and sections 121A.75 governing access to juvenile justice records, and 260B.171, subdivisions 3 and 5, governing juvenile justice records.

(b) A charter school must comply with section 120A.22, subdivision 7, governing the transfer of students' educational records and sections 138.163 and 138.17 governing the management of local records.

Subd. 5a. **Open meetings.** A charter school must comply with chapter 13D governing open meetings.

Subd. 6. **Length of school year.** A charter school must provide instruction each year for at least the number of hours required by section 120A.41. It may provide instruction throughout the year under sections 124D.12 to 124D.127 or 124D.128 governing learning year programs.

Subd. 7. **Additional program-specific requirements.** (a) A charter school offering online courses or programs must comply with section 124D.095 governing online learning.

(b) A charter school that provides early childhood health and developmental screening must comply with sections 121A.16 to 121A.19 governing early childhood screening.

(c) A charter school that provides school-sponsored youth athletic activities must comply with section 121A.38 governing policies on concussions.

History: 1991 c 265 art 3 s 38; art 9 s 3; 1993 c 224 art 9 s 7; 1Sp1995 c 3 art 9 s 2; 1998 c 397 art 2 s 5,6,10,11,164; art 11 s 3; 2002 c 352 s 10; 2003 c 120 s 3; 1Sp2003 c 9 art 12 s 10; 2009 c 96 art 2 s 41; 2010 c 346 art 1 s 3; 2011 c 90 s 3; 2012 c 239 art 2 s 12; 2013 c 116 art 4 s 1; 2014 c 160 s 3; 2014 c 272 art 3 s 38; 1Sp2015 c 3 art 4 s 4,5,10; 2016 c 189 art 26 s 3; 1Sp2017 c 5 art 2 s 39

ADMINISTRATION

124E.05 AUTHORIZERS.

Subdivision 1. **Eligible authorizers.** (a) The organizations in this subdivision may authorize one or more charter schools.

(b) A school board, intermediate school district school board, or education district organized under sections 123A.15 to 123A.19 may authorize a charter school.

(c) A charitable organization under section 501(c)(3) of the Internal Revenue Code of 1986 may authorize a charter school, if the organization:

(1) is registered with the attorney general's office;

(2) is incorporated in the state of Minnesota and has been operating continuously for at least five years but does not operate a charter school; and

(3) is not:

(i) a nonpublic sectarian or religious institution;

(ii) any person other than a natural person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the nonpublic sectarian or religious institution; or

(iii) any other charitable organization under this paragraph that in the federal IRS Form 1023, Part IV, describes activities indicating a religious purpose.

(d) A Minnesota private college that grants two- or four-year degrees and is registered with the Minnesota Office of Higher Education under chapter 136A may authorize a charter school, notwithstanding paragraph (c).

(e) A state college or university governed by the Board of Trustees of the Minnesota State Colleges and Universities may authorize a charter school.

(f) The University of Minnesota may authorize a charter school.

(g) A nonprofit corporation subject to chapter 317A, described in section 317A.905 and exempt from federal income tax under section 501(c)(6) of the Internal Revenue Code of 1986, may authorize one or more charter schools if the charter school has operated for at least three years under a different authorizer and if the nonprofit corporation has existed for at least 25 years.

(h) A single-purpose authorizer formed as a charitable, nonsectarian organization under section 501(c)(3) of the Internal Revenue Code of 1986 and incorporated in the state of Minnesota under chapter 317A as a corporation with no members or under section 322C.1101 as a nonprofit limited liability company for the sole purpose of chartering schools may authorize a charter school. An eligible organization interested in being approved as an authorizer under this paragraph must submit a proposal to the commissioner that includes the provisions of subdivision 3 and a five-year financial plan. A single-purpose authorizer under this paragraph shall consider and approve charter school applications using the criteria under section 124E.06 and shall not limit the applications it solicits, considers, or approves to any single curriculum, learning program, or method.

Subd. 2. Requirements for authorizers. The authorizer must participate in department-approved training.

Subd. 3. Application process. (a) An eligible authorizer under this section must apply to the commissioner for approval as an authorizer before submitting any affidavit to the commissioner to charter a school. The application for approval as a charter school authorizer must show the applicant's ability to implement the procedures and satisfy the criteria for chartering a school under this chapter. The commissioner must approve or disapprove the application within 45 business days of the deadline for that application period. If the commissioner disapproves the application, the commissioner must notify the applicant of the specific deficiencies in writing and the applicant then has 20 business days to address the deficiencies to the commissioner's satisfaction. After the 20 business days expire, the commissioner has 15 business days to make a final decision to approve or disapprove the application. Failing to address the deficiencies to the

commissioner's satisfaction makes an applicant ineligible to be an authorizer. The commissioner, in establishing criteria to approve an authorizer, consistent with subdivision 4, must consider the applicant's:

- (1) infrastructure and capacity to serve as an authorizer;
- (2) application criteria and process;
- (3) contracting process;
- (4) ongoing oversight and evaluation processes; and
- (5) renewal criteria and processes.

(b) A disapproved applicant under this section may resubmit an application during a future application period.

Subd. 4. **Application content.** (a) To be approved as an authorizer, an applicant must include in its application to the commissioner at least the following:

- (1) how the organization carries out its mission by chartering schools;
- (2) a description of the capacity of the organization to serve as an authorizer, including the positions allocated to authorizing duties, the qualifications for those positions, the full-time equivalencies of those positions, and the financial resources available to fund the positions;
- (3) the application and review process the authorizer uses to decide whether to grant charters;
- (4) the type of contract it arranges with the schools it charters to meet the provisions of section 124E.10;
- (5) the process for overseeing the school, consistent with clause (4), to ensure that the schools chartered comply with applicable law and rules and the contract;
- (6) the criteria and process the authorizer uses to approve applications adding grades or sites under section 124E.06, subdivision 5;
- (7) the process for renewing or terminating the school's charter based on evidence showing the academic, organizational, and financial competency of the school, including its success in increasing student achievement and meeting the goals of the charter school agreement; and
- (8) an assurance specifying that the organization is committed to serving as an authorizer for the full five-year term.

(b) Notwithstanding paragraph (a), an authorizer that is a school district may satisfy the requirements of paragraph (a), clauses (1) and (2), and any requirement governing a conflict of interest between an authorizer and its charter schools or ongoing evaluation or continuing education of an administrator or other professional support staff by submitting to the commissioner a written promise to comply with the requirements.

Subd. 5. **Review by commissioner.** (a) The commissioner shall review an authorizer's performance every five years in a manner and form determined by the commissioner, subject to paragraphs (b) and (c), and may review an authorizer's performance more frequently at the commissioner's own initiative or at the request of a charter school operator, charter school board member, or other interested party. The commissioner, after completing the review, shall transmit a report with findings to the authorizer.

- (b) Consistent with this subdivision, the commissioner must:

(1) use criteria appropriate to the authorizer and the schools it charters to review the authorizer's performance; and

(2) consult with authorizers, charter school operators, and other charter school stakeholders in developing review criteria under this paragraph.

(c) The commissioner's form must use existing department data on the authorizer to minimize duplicate reporting to the extent practicable. When reviewing an authorizer's performance under this subdivision, the commissioner must not:

(1) fail to credit;

(2) withhold points; or

(3) otherwise penalize an authorizer for failing to charter additional schools or for the absence of complaints against the authorizer's current portfolio of charter schools.

Subd. 6. Corrective action. (a) If, consistent with this chapter, the commissioner finds that an authorizer has not met the requirements of this chapter, the commissioner may subject the authorizer to corrective action, which may include terminating the contract with the charter school board of directors of a school it chartered. The commissioner must notify the authorizer in writing of any findings that may subject the authorizer to corrective action and the authorizer then has 15 business days to request an informal hearing before the commissioner takes corrective action. If the commissioner terminates a contract between an authorizer and a charter school under this paragraph, the commissioner may assist the charter school in acquiring a new authorizer.

(b) The commissioner may at any time take corrective action against an authorizer, including terminating an authorizer's ability to charter a school for:

(1) failing to demonstrate the criteria under subdivision 3 under which the commissioner approved the authorizer;

(2) violating a term of the chartering contract between the authorizer and the charter school board of directors;

(3) unsatisfactory performance as an approved authorizer; or

(4) any good cause shown that gives the commissioner a legally sufficient reason to take corrective action against an authorizer.

Subd. 7. Withdrawal. If the governing board of an approved authorizer votes to withdraw as an approved authorizer for a reason unrelated to any cause under section 124E.10, subdivision 4, the authorizer must notify all its chartered schools and the commissioner in writing by March 1 of its intent to withdraw as an authorizer on June 30 in the next calendar year, regardless of when the authorizer's five-year term of approval ends. Upon notification of the schools and commissioner, the authorizer must provide a letter to the school for distribution to families of students enrolled in the school that explains the decision to withdraw as an authorizer. The commissioner may approve the transfer of a charter school to a new authorizer under section 124E.10, subdivision 5.

Subd. 8. **Reports.** By September 30 of each year, an authorizer shall submit to the commissioner a statement of income and expenditures related to chartering activities during the previous school year ending June 30. The authorizer must transmit a copy of the statement to all schools it charters.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 3; 1994 c 647 art 9 s 1; 1Sp1995 c 3 art 9 s 2; 1Sp1997 c 4 art 5 s 5; 1997 c 397 art 2 s 164; 1998 c 398 art 5 s 3; 1999 c 241 art 5 s 7; 2000 c 489 art 6 s 18; 1Sp2003 c 9 art 2 s 22; 2005 c 107 art 2 s 60; 2009 c 96 art 2 s 41; 2010 c 382 s 24; 2011 c 27 s 2; 1Sp2011 c 11 art 2 s 29; 2012 c 239 art 2 s 9; 2013 c 116 art 4 s 1; 2013 c 144 s 22; 2014 c 157 art 2 s 29; 2014 c 272 art 3 s 33; 1Sp2015 c 3 art 4 s 2,10; 2016 c 135 art 4 s 7; 2016 c 189 art 26 s 4; art 28 s 1-4; 2017 c 40 art 1 s 122; 1Sp2017 c 5 art 2 s 40

124E.06 FORMING A SCHOOL.

Subdivision 1. **Individuals eligible to organize.** (a) An authorizer, after receiving an application from a charter school developer, may charter either a licensed teacher under section 122A.18, subdivision 1, or a group of individuals that includes one or more licensed teachers under section 122A.18, subdivision 1, to operate a school subject to the commissioner's approval of the authorizer's affidavit under subdivision 4.

(b) "Application" under this section means the charter school business plan a charter school developer submits to an authorizer for approval to establish a charter school. This application must include:

- (1) the school developer's:
 - (i) mission statement;
 - (ii) school purposes;
 - (iii) program design;
 - (iv) financial plan;
 - (v) governance and management structure; and
 - (vi) background and experience;
- (2) any other information the authorizer requests; and
- (3) a "statement of assurances" of legal compliance prescribed by the commissioner.

(c) An authorizer shall not approve an application submitted by a charter school developer under paragraph (a) if the application does not comply with subdivision 3, paragraph (e), and section 124E.01, subdivision 1. The commissioner shall not approve an affidavit submitted by an authorizer under subdivision 4 if the affidavit does not comply with subdivision 3, paragraph (e), and section 124E.01, subdivision 1.

Subd. 2. **Nonprofit corporation.** (a) The school must be organized and operated as a nonprofit corporation under chapter 317A and the provisions of that chapter shall apply to the school except as provided in this chapter.

The operators authorized to organize and operate a school must incorporate as a nonprofit corporation before entering into a contract or other agreement for professional or other services, goods, or facilities.

(b) Notwithstanding sections 465.717 and 465.719, a school district, subject to this chapter, may create a corporation for the purpose of establishing a charter school.

Subd. 3. **Requirements.** (a) The primary focus of a charter school must be to provide a comprehensive program of instruction for at least one grade or age group from ages five through 18 years. A charter school may provide instruction to people older than 18 years of age.

(b) A charter school may offer a free or fee-based preschool or prekindergarten that meets high-quality early learning instructional program standards aligned with Minnesota's early learning standards for children. The hours a student is enrolled in a fee-based prekindergarten program do not generate pupil units under section 126C.05 and must not be used to calculate general education revenue under section 126C.10.

(c) A charter school must be nonsectarian in its programs, admission policies, employment practices, and all other operations. An authorizer may not authorize a charter school or program that is affiliated with a nonpublic sectarian school or a religious institution.

(d) A charter school must not be used to provide education or generate revenue for home-schooled students. This paragraph does not apply to shared time aid under section 126C.19.

(e) This chapter does not provide a means to keep open a school that a school board decides to close. However, a school board may endorse or authorize establishing a charter school to replace the school the board decided to close. Applicants seeking a charter under this circumstance must demonstrate to the authorizer that the charter sought is substantially different in purpose and program from the school the board closed and that the proposed charter satisfies the requirements of section 124E.01, subdivision 1. If the school board that closed the school authorizes the charter, it must document in its affidavit to the commissioner that the charter is substantially different in program and purpose from the school it closed.

(f) A school authorized by a school board may be located in any district, unless the school board of the district of the proposed location disapproves the location by written resolution.

(g) Except as provided in paragraph (b), a charter school may not charge tuition.

(h) The authorizer may prevent an approved charter school from opening for operation if, among other grounds, the charter school violates this chapter or does not meet the ready-to-open standards that are part of (1) the authorizer's oversight and evaluation process or (2) stipulated in the charter school contract.

Subd. 4. **Authorizer's affidavit; approval process.** (a) Before an operator may establish and operate a school, the authorizer must file an affidavit with the commissioner stating its intent to charter a school. An authorizer must file a separate affidavit for each school it intends to charter. An authorizer must file an affidavit at least 14 months before July 1 of the year the new charter school plans to serve students. The affidavit must state:

(1) the terms and conditions under which the authorizer would charter a school; and

(2) how the authorizer intends to oversee:

(i) the fiscal and student performance of the charter school; and

(ii) compliance with the terms of the written contract between the authorizer and the charter school board of directors under section 124E.10, subdivision 1.

(b) The commissioner must approve or disapprove the authorizer's affidavit within 60 business days of receiving the affidavit. If the commissioner disapproves the affidavit, the commissioner shall notify the authorizer of the deficiencies in the affidavit and the authorizer then has 20 business days to address the deficiencies. The commissioner must notify the authorizer of the commissioner's final approval or final disapproval within 15 business days after receiving the authorizer's response to the deficiencies in the

affidavit. If the authorizer does not address deficiencies to the commissioner's satisfaction, the commissioner's disapproval is final. An authorizer who fails to obtain the commissioner's approval is precluded from chartering the school that is the subject of this affidavit.

Subd. 5. **Adding grades or sites.** (a) A charter school may apply to the authorizer to amend the school charter to add grades or primary enrollment sites beyond those defined in the original affidavit approved by the commissioner. After approving the school's application, the authorizer shall submit a supplemental affidavit in the form and manner prescribed by the commissioner. The authorizer must file a supplemental affidavit to the commissioner by October 1 to be eligible to add grades or sites in the next school year. The supplemental affidavit must document to the authorizer's satisfaction:

(1) the need for the additional grades or sites with supporting long-range enrollment projections;

(2) a longitudinal record of student academic performance and growth on statewide assessments under chapter 120B or on other academic assessments that measure longitudinal student performance and growth approved by the charter school's board of directors and agreed upon with the authorizer;

(3) a history of sound school finances and a plan to add grades or sites that sustains the school's finances; and

(4) board capacity to administer and manage the additional grades or sites.

(b) The commissioner shall have 30 business days to review and comment on the supplemental affidavit. The commissioner shall notify the authorizer in writing of any deficiencies in the supplemental affidavit and the authorizer then has 20 business days to address any deficiencies in the supplemental affidavit to the commissioner's satisfaction. The commissioner must notify the authorizer of final approval or final disapproval within 15 business days after receiving the authorizer's response to the deficiencies in the affidavit. The school may not add grades or sites until the commissioner has approved the supplemental affidavit. The commissioner's approval or disapproval of a supplemental affidavit is final.

Subd. 6. **Conversion of existing schools.** A board of an independent or special school district may convert one or more of its existing schools to charter schools under this chapter if 60 percent of the full-time teachers at the school sign a petition seeking conversion. The conversion must occur at the beginning of an academic year.

Subd. 7. **Merger.** (a) Two or more charter schools may merge under chapter 317A. The effective date of a merger must be July 1. The merged school must continue under the identity of one of the merging schools. The authorizer and the merged school must execute a new charter contract under section 124E.10, subdivision 1, by July 1. The authorizer must submit to the commissioner a copy of the new signed charter contract within ten business days of executing the contract.

(b) Each merging school must submit a separate year-end report for the previous fiscal year for that school only. After the final fiscal year of the premerger schools is closed out, each of those schools must transfer the fund balances and debts to the merged school.

(c) For its first year of operation, the merged school is eligible to receive aid from programs requiring approved applications equal to the sum of the aid of all of the merging schools. For aids based on prior year data, the merged school is eligible to receive aid for its first year of operation based on the combined data of all of the merging schools.

History: 1991 c 265 art 9 s 3; 1992 c 499 art 12 s 1; 1993 c 224 art 9 s 2,4,5,7; 1Sp1995 c 3 art 9 s 2; 1Sp1997 c 4 art 5 s 6; 1998 c 397 art 2 s 2,3,6,164; art 11 s 3; 1998 c 398 art 5 s 55; 1999 c 241 art 5 s

8,9; 1Sp2001 c 6 art 2 s 21,23; 1Sp2003 c 9 art 2 s 23; 1Sp2005 c 5 art 2 s 59; 2007 c 146 art 2 s 23; 2009 c 96 art 2 s 41; 2010 c 382 s 25; 1Sp2011 c 11 art 2 s 29; 2012 c 239 art 1 s 20; 2013 c 116 art 4 s 1; 2014 c 272 art 3 s 35,38; 1Sp2015 c 3 art 4 s 1,3,4,7,10; 2016 c 189 art 26 s 5

124E.07 BOARD OF DIRECTORS.

Subdivision 1. **Initial board of directors.** Before entering into a contract or other agreement for professional or other services, goods, or facilities, the operators authorized to organize and operate a school must establish a board of directors composed of at least five members who are not related parties. The initial board continues to serve until a timely election for members of the ongoing charter school board of directors is held according to the school's articles and bylaws under subdivision 4.

Subd. 2. **Ongoing board of directors.** The ongoing board must be elected before the school completes its third year of operation. Board elections must be held during the school year but may not be conducted on days when the school is closed.

Subd. 3. **Membership criteria.** (a) The ongoing charter school board of directors shall have at least five nonrelated members and include: (1) at least one licensed teacher who is employed as a teacher at the school or provides instruction under contract between the charter school and a cooperative; (2) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (3) at least one interested community member who resides in Minnesota, is not employed by the charter school, and does not have a child enrolled in the school. The board structure may include a majority of teachers under this paragraph or parents or community members, or it may have no clear majority. The chief financial officer and the chief administrator may only serve as ex-officio nonvoting board members. No charter school employees shall serve on the board other than teachers under clause (1). Contractors providing facilities, goods, or services to a charter school shall not serve on the board of directors of the charter school.

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

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

(d) Any employee, agent, or board member of the authorizer who participates in initially reviewing, approving, overseeing, evaluating, renewing, or not renewing the charter school is ineligible to serve on the board of directors of a school chartered by that authorizer.

Subd. 4. **Board structure.** Board bylaws shall outline the process and procedures for changing the board's governance structure, consistent with chapter 317A. A board may change its governance structure only:

(1) by a majority vote of the board of directors and a majority vote of the licensed teachers employed by the school as teachers, including licensed teachers providing instruction under a contract between the school and a cooperative; and

(2) with the authorizer's approval.

Any change in board governance structure must conform with the board composition established under this section.

Subd. 5. **Eligible voters.** Staff members employed at the school, including teachers providing instruction under a contract with a cooperative, members of the board of directors, and all parents or legal guardians of children enrolled in the school are the voters eligible to elect the members of the school's board of directors. A charter school must notify eligible voters of the school board election dates at least 30 days before the election.

Subd. 6. **Duties.** The board of directors also shall decide and is responsible for policy matters related to operating the school, including budgeting, curriculum programming, personnel, and operating procedures. The board shall adopt a nepotism policy. The board shall adopt personnel evaluation policies and practices that, at a minimum:

- (1) carry out the school's mission and goals;
- (2) evaluate how charter contract goals and commitments are executed;
- (3) evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals;
- (4) establish a teacher evaluation process under section 124E.03, subdivision 2, paragraph (h); and
- (5) provide professional development related to the individual's job responsibilities.

Subd. 7. **Training.** Every charter school board member shall attend annual training throughout the member's term. All new board members shall attend initial training on the board's role and responsibilities, employment policies and practices, and financial management. A new board member who does not begin the required initial training within six months after being seated and complete that training within 12 months after being seated is automatically ineligible to continue to serve as a board member. The school shall include in its annual report the training each board member attended during the previous year.

Subd. 8. **Meetings and information.** (a) Board of director meetings must comply with chapter 13D governing open meetings.

(b) A charter school shall publish and maintain on the school's official website: (1) the meeting minutes of the board of directors and of members and committees having board-delegated authority, for at least 365 days from the date of publication; (2) directory information for the board of directors and for the members of committees having board-delegated authority; and (3) identifying and contact information for the school's authorizer.

(c) A charter school must include identifying and contact information for the school's authorizer in other school materials it makes available to the public.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 4; 1Sp1995 c 3 art 9 s 2; 1998 c 397 art 2 s 2,164; 1999 c 241 art 5 s 8; 1Sp2001 c 6 art 2 s 20,21; 2009 c 96 art 2 s 41; 1Sp2011 c 11 art 2 s 29; 2012 c 239 art 2 s 10; 2013 c 116 art 4 s 1; 2015 c 21 art 1 s 18; 1Sp2015 c 3 art 4 s 3,10; 2016 c 189 art 26 s 6

124E.08 CHARTER SCHOOL AND SCHOOL DISTRICT COLLABORATION.

(a) A charter school board may voluntarily enter into a two-year, renewable collaboration agreement with a school district in which the charter school is geographically located to enhance the achievement of the students in the district and the students in the charter school.

A school district does not need to be either an approved authorizer or the authorizer of the charter school to enter into a collaboration agreement under this section.

A charter school authorizer is prohibited from requiring a collaboration agreement as a condition of entering into or renewing a charter contract as defined in section 124E.10, subdivision 1.

(b) The collaboration agreement may include, but is not limited to, collaboration regarding facilities, transportation, training, student achievement, assessments, mutual performance standards, and other areas of mutual agreement.

(c) For purposes of student assessment and reporting to the state under section 120B.36, the school district may include the academic performance of the students of a collaborative charter school site under paragraph (a).

Districts, authorizers, or charter schools entering into a collaborative agreement are equally and collectively subject to the same state and federal accountability measures for student achievement, school performance outcomes, and school improvement strategies. The collaborative agreement and all accountability measures must be posted on the district, charter school, and authorizer websites.

(d) Nothing in this section or in the collaboration agreement may impact in any way the authority or autonomy of the charter school.

(e) Nothing in this section or in the collaboration agreement shall cause the state to pay twice for the same student, service, or facility or otherwise impact state funding or payment to the school district or the charter school.

History: 2012 c 239 art 2 s 15; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 7

124E.09 EXTENT OF SPECIFIC LEGAL AUTHORITY.

(a) The board of directors of a charter school may sue and be sued.

(b) The board may not levy taxes or issue bonds.

(c) The commissioner, an authorizer, members of the board of an authorizer in their official capacity, and employees of an authorizer are immune from civil or criminal liability with respect to all activities related to a charter school they approve or authorize. The board of directors shall obtain at least the amount of and types of insurance up to the applicable tort liability limits under chapter 466. The charter school board must submit a copy of the insurance policy to its authorizer before starting operations. The charter school board must submit changes in its insurance carrier or policy to its authorizer within 20 business days of the change.

(d) Notwithstanding section 3.736, the charter school shall assume full liability for its activities and indemnify and hold harmless the authorizer and its officers, agents, and employees from any suit, claim, or liability arising from any operation of the charter school and the commissioner and department officers, agents, and employees. A charter school is not required to indemnify or hold harmless a state employee if the state would not be required to indemnify and hold the employee harmless under section 3.736, subdivision 9.

History: 1991 c 265 art 9 s 3; 1Sp1995 c 3 art 9 s 2; 1998 c 397 art 2 s 21,164; art 11 s 3; 1998 c 398 art 5 s 55; 2009 c 96 art 2 s 41; 2010 c 382 s 29; 1Sp2011 c 11 art 2 s 29; 2013 c 116 art 4 s 1; 1Sp2015 c 3 art 4 s 10

POLICIES AND PROCEDURES**124E.10 CHARTER CONTRACT.**

Subdivision 1. **Contents.** (a) To authorize a charter school, the authorizer and the charter school board of directors must sign a written contract within 45 business days of the commissioner's approval of the authorizer's affidavit. The authorizer shall submit a copy of the charter contract to the commissioner within ten business days after the contract is signed by the contracting parties. The contract must include at least the following:

(1) a declaration that the charter school will carry out the primary purpose in section 124E.01, subdivision 1, and indicate how the school will report its implementation of the primary purpose to its authorizer;

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

(3) a description of the school program and the specific academic and nonacademic outcomes that pupils must achieve;

(4) a statement of admission policies and procedures;

(5) a school governance, management, and administration plan;

(6) signed agreements from charter school board members to comply with the federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools;

(7) the criteria, processes, and procedures the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance, consistent with subdivision 3, paragraphs (a) and (b);

(8) for contract renewal, the formal written performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 3;

(9) types and amounts of insurance liability coverage the charter school must obtain, consistent with section 124E.03, subdivision 2, paragraph (d);

(10) consistent with section 124E.09, paragraph (d), a provision to indemnify and hold harmless from any suit, claim, or liability arising from any charter school operation:

(i) the authorizer and its officers, agents, and employees; and

(ii) notwithstanding section 3.736, the commissioner and department officers, agents, and employees;

(11) the term of the contract, which, for an initial contract, may be up to five years plus a preoperational planning period, or for a renewed contract or a contract with a new authorizer after a transfer of authorizers, may be up to five years, if warranted by the school's academic, financial, and operational performance;

(12) how the charter school board of directors or the charter school operators will provide special instruction and services for children with a disability under sections 125A.03 to 125A.24, and 125A.65, and a description of the financial parameters within which the charter school will provide the special instruction and services to children with a disability;

(13) the specific conditions for contract renewal that identify the performance of all students under the primary purpose of section 124E.01, subdivision 1, as the most important factor in determining whether to renew the contract; and

(14) the additional purposes under section 124E.01, subdivision 1, and related performance obligations under clause (7) contained in the charter contract as additional factors in determining whether to renew the contract.

(b) In addition to the requirements of paragraph (a), the charter contract must contain the plan for an orderly closing of the school under chapter 317A, that establishes the responsibilities of the school board of directors and the authorizer, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract. The plan must establish who is responsible for:

(1) notifying the commissioner, school district in which the charter school is located, and parents of enrolled students about the closure;

(2) providing parents of enrolled students information and assistance to enable the student to re-enroll in another school;

(3) transferring student records under section 124E.03, subdivision 5, paragraph (b), to the student's resident school district; and

(4) closing financial operations.

(c) A charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school students, including world's best workforce goals under section 120B.11, subdivision 1. In the absence of the commissioner's requirements governing state standards and benchmarks, the school must meet the outcomes contained in the contract with the authorizer. The achievement levels of the outcomes contained in the contract may exceed the achievement levels of any outcomes adopted by the commissioner for public school students.

Subd. 2. Limits on charter school agreements. (a) A school must disclose to the commissioner any potential contract, lease, or purchase of service from an authorizer. The contract, lease, or purchase must be accepted through an open bidding process and be separate from the charter contract. The school must document the open bidding process. An authorizer must not enter into a contract to provide management and financial services to a school it authorizes, unless the school documents receiving at least two competitive bids.

(b) An authorizer must not condition granting or renewing a charter on:

(1) the charter school being required to contract, lease, or purchase services from the authorizer; or

(2) the bargaining unit status of school employees.

Subd. 3. Review and comment. (a) The authorizer shall provide a formal written evaluation of the school's performance before the authorizer renews the charter contract. The commissioner must review and comment on the authorizer's evaluation process at the time the authorizer submits its application for approval and each time the authorizer undergoes its five-year review under section 124E.05, subdivision 5.

(b) An authorizer shall monitor and evaluate the academic, financial, operational, and student performance of the school, and may assess a charter school a fee according to paragraph (c). The agreed-upon fee structure must be stated in the charter school contract.

(c) The fee that an authorizer may annually assess is the greater of:

(1) the basic formula allowance for that year; or

(2) the lesser of:

(i) the maximum fee factor times the basic formula allowance for that year; or

(ii) the fee factor times the basic formula allowance for that year times the charter school's adjusted pupil units for that year. The fee factor equals .015. The maximum fee factor equals 4.0.

(d) An authorizer may not assess a fee for any required services other than as provided in this subdivision.

(e) For the preoperational planning period, after a school is chartered, the authorizer may assess a charter school a fee equal to the basic formula allowance.

Subd. 4. Causes for nonrenewal or termination of charter school contract. (a) The duration of the contract with an authorizer must be for the term contained in the contract according to subdivision 1, paragraph (a). The authorizer may or may not renew a contract at the end of the term for any ground listed in paragraph (b). An authorizer may unilaterally terminate a contract during the term of the contract for any ground listed in paragraph (b). At least 60 business days before not renewing or terminating a contract, the authorizer shall notify the board of directors of the charter school of the proposed action in writing. The notice shall state the grounds for the proposed action in reasonable detail and describe the informal hearing process, consistent with this paragraph. The charter school's board of directors may request in writing an informal hearing before the authorizer within 15 business days after receiving notice of nonrenewal or termination of the contract. Failure by the board of directors to make a written request for an informal hearing within the 15-business-day period shall be treated as acquiescence to the proposed action. Upon receiving a timely written request for a hearing, the authorizer shall give ten business days' notice to the charter school's board of directors of the hearing date. The authorizer shall conduct an informal hearing before taking final action. The authorizer shall take final action to renew or not renew a contract no later than 20 business days before the proposed date for terminating the contract or the end date of the contract.

(b) An authorizer may terminate or not renew a contract upon any of the following grounds:

(1) failure to demonstrate satisfactory academic achievement for all students, including the requirements for pupil performance contained in the contract;

(2) failure to meet generally accepted standards of fiscal management;

(3) violations of law; or

(4) other good cause shown.

If the authorizer terminates or does not renew a contract under this paragraph, the school must be dissolved according to the applicable provisions of chapter 317A.

(c) The commissioner, after providing reasonable notice to the board of directors of a charter school and the existing authorizer, and after providing an opportunity for a public hearing, may terminate the existing contract between the authorizer and the charter school board if the charter school has a history of:

(1) failure to meet pupil performance requirements, consistent with state law;

(2) financial mismanagement or failure to meet generally accepted standards of fiscal management; or

(3) repeated or major violations of the law.

Subd. 5. **Mutual nonrenewal.** If the authorizer and the charter school board of directors mutually agree not to renew the contract, or if the governing board of an approved authorizer votes to withdraw as an approved authorizer for a reason unrelated to any cause under subdivision 4, a change in authorizers is allowed. The authorizer and the school board must jointly submit a written and signed letter of their intent to the commissioner to mutually not renew the contract. The authorizer that is a party to the existing contract must inform the proposed authorizer about the fiscal, operational, and student performance status of the school, including unmet contract outcomes and other outstanding contractual obligations. The charter contract between the proposed authorizer and the school must identify and provide a plan to address any outstanding obligations from the previous contract. The proposed authorizer must submit the proposed contract at least 105 business days before the end of the existing charter contract. The commissioner has 30 business days to review and make a determination on the change in authorizer. The proposed authorizer and the school have 15 business days to respond to the determination and address any issues identified by the commissioner. The commissioner must make a final determination no later than 45 business days before the end of the current charter contract. If the commissioner does not approve a change in authorizer, the school and the current authorizer may withdraw their letter of nonrenewal and enter into a new contract. If the commissioner does not approve a change in authorizer and the current authorizer and the school do not withdraw their letter and enter into a new contract, the school must be dissolved according to applicable law and the terms of the contract.

Subd. 6. **Pupil enrollment upon nonrenewal or termination of charter school contract.** (a) If a contract is not renewed or is terminated according to subdivision 4 or 5, a pupil who attended the school, siblings of the pupil, or another pupil who resides with the pupil may enroll in the resident district or may submit an application to a nonresident district according to section 124D.03 governing open enrollment at any time. Applications and notices required by section 124D.03 must be processed and provided in a prompt manner. The application and notice deadlines in section 124D.03 do not apply under these circumstances.

(b) Within ten business days of closing the charter school, the closed school must transfer the student's educational records to the student's school district of residence where the records must be retained or transferred under section 120A.22, subdivision 7.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 6,12; 1Sp1995 c 3 art 9 s 2; 1Sp1997 c 4 art 5 s 7,8; 1998 c 397 art 2 s 2,4,8,13,19,20,164; art 11 s 3; 1998 c 398 art 2 s 4; art 5 s 55; 1999 c 241 art 5 s 10; 2000 c 489 art 6 s 22,23; 1Sp2001 c 6 art 2 s 24; 2003 c 130 s 12; 1Sp2005 c 5 art 2 s 60-62; 2007 c 146 art 2 s 25; 2009 c 96 art 2 s 41; 2010 c 382 s 27,28; 1Sp2011 c 11 art 2 s 29; 2012 c 187 art 1 s 18; 2012 c 239 art 2 s 11,13; 2013 c 116 art 4 s 1; 2013 c 144 s 11; 2014 c 272 art 3 s 36; 1Sp2015 c 3 art 4 s 3,10; 2016 c 189 art 26 s 8; art 28 s 5,6

124E.11 ADMISSION REQUIREMENTS AND ENROLLMENT.

(a) A charter school, including its preschool or prekindergarten program established under section 124E.06, subdivision 3, paragraph (b), may limit admission to:

(1) pupils within an age group or grade level;

(2) pupils who are eligible to participate in the graduation incentives program under section 124D.68;

or

(3) residents of a specific geographic area in which the school is located when the majority of students served by the school are members of underserved populations.

(b) A charter school, including its preschool or prekindergarten program established under section 124E.06, subdivision 3, paragraph (b), shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot. The charter school must develop and publish, including on its website, a lottery policy and process that it must use when accepting pupils by lot.

(c) A charter school shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot. A charter school that is located in Duluth township in St. Louis County and admits students in kindergarten through grade 6 must give enrollment preference to students residing within a five-mile radius of the school and to the siblings of enrolled children. A charter school may give enrollment preference to children currently enrolled in the school's free preschool or prekindergarten program under section 124E.06, subdivision 3, paragraph (b), who are eligible to enroll in kindergarten in the next school year.

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

(e) Except as permitted in paragraph (d), a charter school, including its preschool or prekindergarten program established under section 124E.06, subdivision 3, paragraph (b), may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability and may not establish any criteria or requirements for admission that are inconsistent with this section.

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

(g) Once a student is enrolled in the school, the student is considered enrolled in the school until the student formally withdraws or is expelled under the Pupil Fair Dismissal Act in sections 121A.40 to 121A.56.

(h) A charter school with at least 90 percent of enrolled students who are eligible for special education services and have a primary disability of deaf or hard-of-hearing may enroll prekindergarten pupils with a disability under section 126C.05, subdivision 1, paragraph (a), and must comply with the federal Individuals with Disabilities Education Act under Code of Federal Regulations, title 34, section 300.324, subsection (2), clause (iv).

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 8; 1Sp1995 c 3 art 9 s 2; 1996 c 412 art 4 s 2; 1998 c 397 art 2 s 7,164; art 11 s 3; 2000 c 489 art 6 s 20; 2009 c 96 art 2 s 41; 1Sp2011 c 11 art 2 s 29; 2013 c 116 art 4 s 1; 2014 c 272 art 3 s 38,39; 1Sp2015 c 3 art 4 s 4,10; 1Sp2017 c 5 art 2 s 41; 2018 c 182 art 1 s 32

124E.12 EMPLOYMENT.

Subdivision 1. **Teachers.** A charter school must employ or contract with necessary teachers, as defined by section 122A.15, subdivision 1, who hold valid licenses to perform the particular service for which they are employed in the school. The commissioner may reduce the charter school's state aid under section 127A.43 if the school employs a teacher who is not appropriately licensed or approved by the Professional

Educator Licensing and Standards Board. The school may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services. The school may discharge teachers and nonlicensed employees. The charter school board is subject to section 181.932 governing whistle-blowers. When offering employment to a prospective employee, a charter school must give that employee a written description of the terms and conditions of employment and the school's personnel policies.

Subd. 2. **Administrators.** (a) A person, without holding a valid administrator's license, may perform administrative, supervisory, or instructional leadership duties. The board of directors shall establish qualifications for all persons who hold administrative, supervisory, or instructional leadership roles. The qualifications shall cover at least: instruction and assessment; human resource and personnel management; financial management; legal and compliance management; effective communication; and board, authorizer, and community relationships. The board of directors shall use those qualifications as the basis for job descriptions, hiring, and performance evaluations of those who hold administrative, supervisory, or instructional leadership roles.

(b) The board of directors and an individual who does not hold a valid administrative license and who serves in an administrative, supervisory, or instructional leadership position shall develop a professional development plan. The school's annual report must include public personnel information documenting the professional development plan.

Subd. 3. **Collective bargaining.** Employees of the board of directors of a charter school may, if otherwise eligible, organize under chapter 179A and comply with its provisions. The board of directors of a charter school is a public employer, for the purposes of chapter 179A, when forming one or more bargaining units at the school. Bargaining units at the school must be separate from any other units within an authorizing district, except that bargaining units may remain part of the appropriate unit within an authorizing district if the employees of the school, the board of directors of the school, the exclusive representative of the appropriate unit in the authorizing district, and the board of the authorizing district agree to include the employees in the appropriate unit of the authorizing district. The board of directors of a charter school with employees organized under this subdivision must comply with sections 471.6161 governing group insurance and 471.895 governing gifts.

Subd. 4. **Teacher and other employee retirement.** (a) Teachers in a charter school must be public school teachers for the purposes of chapters 354 and 354A governing the Teacher Retirement Act.

(b) Except for teachers under paragraph (a), employees in a charter school must be public employees for the purposes of chapter 353 governing the Public Employees Retirement Act.

Subd. 5. **Group health insurance.** (a) A charter school board with at least 25 employees or a teacher cooperative of licensed teachers providing instruction under a contract between a school and a cooperative that provides group health insurance coverage shall:

(1) request proposals for group health insurance coverage from a minimum of three sources at least every two years; and

(2) notify employees covered by the group health insurance coverage before the effective date of the changes in the group coverage policy contract.

(b) A charter school board or a cooperative of teachers that provides group health insurance coverage must establish and publish on its website the policy for purchasing group health insurance coverage. A charter school board policy must include a sealed proposal process, which requires all proposals to be opened

at the same time. Upon opening the proposals according to the school or cooperative policy, the proposals become public data under chapter 13.

Nothing in this subdivision supersedes the right of an exclusive representative to negotiate the terms and conditions of employment.

Subd. 6. Leave to teach in a charter school. If a teacher employed by a district makes a written request for an extended leave of absence to teach at a charter school, the district must grant the leave. The district must grant a leave not to exceed a total of five years. Any request to extend the leave shall be granted only at the discretion of the school board. The district may require a teacher to make the request for a leave or extension of leave before February 1 in the school year preceding the school year in which the teacher intends to leave, or February 1 of the calendar year in which the teacher's leave is scheduled to terminate. Except as otherwise provided in this subdivision and section 122A.46, subdivision 7, governing employment in another district, the leave is governed by section 122A.46, including, but not limited to, reinstatement, notice of intention to return, seniority, salary, and insurance.

During a leave, the teacher may continue to aggregate benefits and credits in the Teachers' Retirement Association account under chapters 354 and 354A, consistent with subdivision 4.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 9; 1Sp1995 c 3 art 9 s 2; 1Sp1997 c 4 art 5 s 9; 1998 c 397 art 2 s 9,16-18,164; art 11 s 3; 1999 c 241 art 5 s 11; 2000 c 489 art 6 s 21; 1Sp2003 c 9 art 2 s 25; 2009 c 96 art 2 s 41; 2014 c 279 s 6,7; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 9; 1Sp2017 c 5 art 12 s 22

124E.13 FACILITIES.

Subdivision 1. **Leased space.** A charter school may lease space from: an independent or special school board; other public organization; private, nonprofit, nonsectarian organization; private property owner; or a sectarian organization if the leased space is constructed as a school facility. The commissioner must review and approve or disapprove leases in a timely manner to determine eligibility for lease aid under section 124E.22.

Subd. 2. Related party lease costs. (a) A charter school must not enter into a lease of real property with a related party unless the lessor is a nonprofit corporation under chapter 317A or a cooperative under chapter 308A, and the lease cost is reasonable under section 124E.22, paragraph (a), clause (1).

(b) A related party permitted to enter into a lease under paragraph (a) must include the following statement in the lease: "This lease is subject to Minnesota Statutes, section 124E.13, subdivision 2."

(c) If a charter school leases space from a related party and the charter school subsequently closes, the commissioner has the right to recover from the related party any lease payments in excess of those that are reasonable under section 124E.22, paragraph (a), clause (1).

Subd. 3. Affiliated nonprofit building corporation. (a) An affiliated nonprofit building corporation may purchase, expand, or renovate an existing facility to serve as a school or may construct a new school facility. A charter school may organize an affiliated nonprofit building corporation if the charter school:

- (1) has operated for at least six consecutive years;
- (2) as of June 30, has a net positive unreserved general fund balance in the preceding three fiscal years;
- (3) has long-range strategic and financial plans that include enrollment projections for at least five years;

(4) completes a feasibility study of facility options that outlines the benefits and costs of each option; and

(5) has a plan that describes project parameters and budget.

(b) An affiliated nonprofit building corporation under this subdivision must:

(1) be incorporated under section 317A;

(2) comply with applicable Internal Revenue Service regulations, including regulations for "supporting organizations" as defined by the Internal Revenue Service;

(3) post on the school website the name, mailing address, bylaws, minutes of board meetings, and names of the current board of directors of the affiliated nonprofit building corporation;

(4) submit to the commissioner a copy of its annual audit by December 31 of each year; and

(5) comply with government data practices law under chapter 13.

(c) An affiliated nonprofit building corporation must not serve as the leasing agent for property or facilities it does not own. A charter school that leases a facility from an affiliated nonprofit building corporation that does not own the leased facility is ineligible to receive charter school lease aid. The state is immune from liability resulting from a contract between a charter school and an affiliated nonprofit building corporation.

(d) The board of directors of the charter school must ensure the affiliated nonprofit building corporation complies with all applicable legal requirements. The charter school's authorizer must oversee the efforts of the board of directors of the charter school to ensure legal compliance of the affiliated building corporation. A school's board of directors that fails to ensure the affiliated nonprofit building corporation's compliance violates its responsibilities and an authorizer must consider that failure when evaluating the charter school.

Subd. 4. Positive review and comment. If the amount of a purchase agreement or construction contract exceeds the review and comment threshold, a charter school or its affiliated nonprofit building corporation must receive a positive review and comment from the commissioner before initiating any purchase agreement or construction contract. Without a positive review and comment from the commissioner, a purchase agreement or construction contract under this subdivision is null and void. For purposes of this subdivision, "review and comment threshold" means the dollar amount specified in section 123B.71, subdivision 8, applicable to a school entity that is not a recipient of a maximum effort capital loan.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 10; 1994 c 647 art 9 s 2; 1Sp1995 c 3 art 9 s 2; art 16 s 13; 1998 c 397 art 2 s 164; 1Sp2001 c 6 art 2 s 25; 2003 c 130 s 12; 1Sp2003 c 9 art 12 s 11; 2007 c 146 art 2 s 24; 2009 c 96 art 2 s 41; 1Sp2011 c 11 art 2 s 29; 2012 c 239 art 2 s 14; 2013 c 116 art 4 s 1; 2014 c 272 art 3 s 40,41; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 10

124E.14 CONFLICTS OF INTEREST.

(a) No member of the board of directors, employee, officer, or agent of a charter school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when:

(1) the board member, employee, officer, or agent;

(2) the immediate family of the board member, employee, officer, or agent;

(3) the partner of the board member, employee, officer, or agent; or

(4) an organization that employs, or is about to employ any individual in clauses (1) to (3),

has a financial or other interest in the entity with which the charter school is contracting. A violation of this prohibition renders the contract void.

(b) The conflict of interest provisions under this section do not apply to compensation paid to a teacher employed as a teacher by the charter school or a teacher who provides instructional services to the charter school through a cooperative formed under chapter 308A when the teacher also serves on the charter school board of directors.

(c) A charter school board member, employee, or officer is a local official for purposes of section 471.895 with regard to receipt of gifts as defined under section 10A.071, subdivision 1, paragraph (b). A board member, employee, or officer must not receive compensation from a group health insurance provider.

History: *1Sp2001 c 6 art 2 s 20; 2009 c 96 art 2 s 41; 2013 c 116 art 4 s 1; 2014 c 279 s 5; 1Sp2015 c 3 art 4 s 10*

124E.15 TRANSPORTATION.

(a) A charter school must comply with all pupil transportation requirements in section 123B.88, subdivision 1. A charter school must not require parents to surrender their rights to pupil transportation under section 123B.88, subdivision 2.

(b) A charter school must notify the district in which the school is located and the commissioner by July 1 of its first fiscal year of operation if it will provide its own transportation or use the transportation services of the district in which it is located. For each subsequent year of operation, a charter school must give that district and the commissioner notice by March 1 for the following fiscal year.

(c) If a charter school elects to provide transportation for pupils, the charter school must provide the transportation within the district in which the charter school is located. The state must pay transportation aid to the charter school according to section 124E.23.

(d) For pupils who reside outside the district in which the charter school is located, the charter school is not required to provide or pay for transportation between the pupil's residence and the border of the district in which the charter school is located. The charter school may reimburse a parent for costs of transportation from the pupil's residence to the border of the district in which the charter school is located if the pupil is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week.

(e) If a charter school does not elect to provide transportation, the district in which the school is located must provide transportation, according to sections 123B.88, subdivision 6, governing transporting nonresident pupils, and 124D.03, subdivision 8, for a pupil residing in the same district in which the charter school is located. The district in which the charter school is located may provide transportation, according to sections 123B.88, subdivision 6, and 124D.03, subdivision 8, governing open enrollment transportation, for a pupil residing in a different district. If the district provides the transportation, the scheduling of routes, manner and method of transportation, control and discipline of the pupils, and any other matter relating to the transportation of pupils under this paragraph is within the sole discretion, control, and management of the district.

(f) The charter school must provide the parent or guardian with information about transportation when a pupil enrolls.

History: 1991 c 265 art 9 s 3; 1Sp1995 c 3 art 9 s 2; 1998 c 397 art 2 s 14,164; art 11 s 3; 2003 c 130 s 12; 1Sp2003 c 9 art 2 s 24; 2006 c 263 art 2 s 15; 2014 c 272 art 3 s 38; 1Sp2015 c 3 art 4 s 4,10; 2016 c 189 art 26 s 11

124E.16 REPORTS.

Subdivision 1. **Audit report.** (a) A charter school is subject to the same financial audits, audit procedures, and audit requirements as a district, except as required under this subdivision. Audits must be conducted in compliance with generally accepted governmental auditing standards, the federal Single Audit Act, if applicable, and section 6.65 governing auditing procedures. A charter school is subject to and must comply with sections 15.054; 118A.01; 118A.02; 118A.03; 118A.04; 118A.05; 118A.06 governing government property and financial investments; and sections 471.38; 471.391; 471.392; and 471.425 governing municipal contracting. The audit must comply with the requirements of sections 123B.75 to 123B.83 governing school district finance, except when the commissioner and authorizer approve a deviation made necessary because of school program finances. The commissioner, state auditor, legislative auditor, or authorizer may conduct financial, program, or compliance audits. A charter school in statutory operating debt under sections 123B.81 to 123B.83 must submit a plan under section 123B.81, subdivision 4.

(b) The charter school must submit an audit report to the commissioner and its authorizer annually by December 31.

(c) The charter school, with the assistance of the auditor conducting the audit, must include with the report, as supplemental information: (1) a copy of management agreements with a charter management organization or an educational management organization and (2) service agreements or contracts over the lesser of \$100,000 or ten percent of the school's most recent annual audited expenditures. The agreements must detail the terms of the agreement, including the services provided and the annual costs for those services. If the entity that provides the professional services to the charter school is exempt from taxation under section 501 of the Internal Revenue Code of 1986, that entity must file with the commissioner by February 15 a copy of the annual return required under section 6033 of the Internal Revenue Code of 1986.

(d) A charter school independent audit report shall include audited financial data of an affiliated building corporation under section 124E.13, subdivision 3, or other component unit.

(e) If the audit report finds that a material weakness exists in the financial reporting systems of a charter school, the charter school must submit a written report to the commissioner explaining how the charter school will resolve that material weakness. An auditor, as a condition of providing financial services to a charter school, must agree to make available information about a charter school's financial audit to the commissioner and authorizer upon request.

Subd. 2. **Annual public reports.** (a) A charter school must publish an annual report approved by the board of directors. The annual report must at least include information on school enrollment, student attrition, governance and management, staffing, finances, academic performance, innovative practices and implementation, and future plans. A charter school may combine this report with the reporting required under section 120B.11 governing the world's best workforce. A charter school must post the annual report on the school's official website. A charter school also must distribute the annual report by publication, mail, or electronic means to its authorizer, school employees, and parents and legal guardians of students enrolled in the charter school. The reports are public data under chapter 13.

(b) An authorizer must submit an annual public report in a manner specified by the commissioner by January 15 for the previous school year ending June 30 that shall at least include key indicators of school academic, operational, and financial performance. The report is part of the system to evaluate authorizer performance under section 124E.05, subdivision 5.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 14 s 16; 1994 c 465 art 2 s 1; 1Sp1995 c 3 art 9 s 2; art 16 s 13; 1998 c 397 art 2 s 6,12,164; art 11 s 3; 1998 c 398 art 5 s 55; 2000 c 489 art 6 s 19; 1Sp2001 c 6 art 2 s 22,23; 2003 c 130 s 12; 2009 c 96 art 2 s 41; 2010 c 382 s 27; 1Sp2011 c 11 art 2 s 29; 2013 c 116 art 4 s 1; 2014 c 272 art 3 s 37; 1Sp2015 c 3 art 4 s 4,6,10; 2016 c 189 art 26 s 12; art 28 s 7

124E.17 DISSEMINATION OF INFORMATION.

Subdivision 1. **Charter school information.** (a) Charter schools must disseminate information about how to use the charter school offerings to targeted groups, among others. Targeted groups include low-income families and communities, students of color, and students who are at risk of academic failure.

(b) Authorizers and the commissioner must disseminate information to the public on how to form and operate a charter school. Authorizers, operators, and the commissioner also may disseminate information to interested stakeholders about the successful best practices in teaching and learning demonstrated by charter schools.

Subd. 2. **Financial information.** Upon request of an individual, the charter school must make available in a timely fashion financial statements showing all operations and transactions affecting the school's income, surplus, and deficit during the last annual accounting period; and a balance sheet summarizing assets and liabilities on the closing date of the accounting period. A charter school also must include that same information about its authorizer in other school materials that it makes available to the public.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 11; 1Sp1995 c 3 art 9 s 2; art 16 s 13; 1998 c 397 art 2 s 164; 2003 c 130 s 12; 2009 c 96 art 2 s 41; 2012 c 239 art 2 s 10; 2013 c 116 art 4 s 1; 1Sp2015 c 3 art 4 s 3,10; 2016 c 189 art 26 s 13

FINANCE

124E.20 GENERAL EDUCATION REVENUE.

Subdivision 1. **Revenue calculation.** (a) General education revenue must be paid to a charter school as though it were a district. The general education revenue for each adjusted pupil unit is the state average general education revenue per pupil unit, plus the referendum equalization aid allowance in the pupil's district of residence, minus an amount equal to the product of the formula allowance according to section 126C.10, subdivision 2, times .0466, calculated without declining enrollment revenue, local optional revenue, basic skills revenue, extended time revenue, pension adjustment revenue, transition revenue, and transportation sparsity revenue, plus declining enrollment revenue, basic skills revenue, pension adjustment revenue, and transition revenue as though the school were a school district.

(b) For a charter school operating an extended day, extended week, or summer program, the general education revenue in paragraph (a) is increased by an amount equal to 25 percent of the statewide average extended time revenue per adjusted pupil unit.

(c) Notwithstanding paragraph (a), the general education revenue for an eligible special education charter school as defined in section 124E.21, subdivision 2, equals the sum of the amount determined under paragraph

(a) and the school's unreimbursed cost as defined in section 124E.21, subdivision 2, for educating students not eligible for special education services.

Subd. 2. **Use of total operating capital revenue.** Notwithstanding section 126C.10, subdivision 14, a charter school may use total operating capital revenue for any purpose related to the school.

History: 1991 c 265 art 9 s 43; 1Sp1995 c 3 art 8 s 4; 1996 c 412 art 7 s 5,7; 1998 c 397 art 2 s 89,164; art 11 s 3; 1998 c 398 art 1 s 10; 1999 c 241 art 1 s 2; 2000 c 489 art 2 s 4; 1Sp2003 c 9 art 2 s 26; 1Sp2005 c 5 art 2 s 63; 2013 c 116 art 4 s 2; 2014 c 312 art 15 s 5; 1Sp2015 c 3 art 1 s 1; art 4 s 10; art 5 s 4

124E.21 SPECIAL EDUCATION AID.

Subdivision 1. **Special education aid.** (a) Except as provided in section 124E.23, special education aid must be paid to a charter school according to section 125A.76, as though it were a school district.

(b) For fiscal year 2015 and later, the special education aid paid to the charter school shall be adjusted as follows:

(1) if the charter school does not receive general education revenue on behalf of the student according to section 124E.20, the aid shall be adjusted as provided in section 125A.11; or

(2) if the charter school receives general education revenue on behalf of the student according to section 124E.20, the aid shall be adjusted as provided in section 127A.47, subdivision 7, paragraphs (b) to (e).

Subd. 2. **Definitions.** (a) For purposes of subdivision 3, the terms in this subdivision have the meanings given.

(b) "Unreimbursed costs" means the difference between the total cost of educating students at the school and the total of state and federal aids and grants, excluding aid under subdivision 3 and section 124E.20, subdivision 1, paragraph (c).

(c) "Eligible special education charter school" means a charter school:

(1) where the percent of students eligible for special education services equals at least 90 percent of the charter school's total enrollment; and

(2) that submits to the commissioner a preliminary annual budget by June 15 prior to the start of the fiscal year and a revised budget by January 15 of the current fiscal year detailing its unreimbursed costs for educating students eligible and not eligible for special education services.

Subd. 3. **Special education aid for eligible special education charter schools.** (a) Notwithstanding subdivision 1, the special education aid for an eligible special education charter school equals the sum of the school's special education aid under subdivision 1, paragraph (a), and the school's approved unreimbursed cost for educating students eligible for special education services.

(b) The commissioner must review the budget data submitted by an eligible special education charter school under subdivision 2 and notify the school of the approved unreimbursed cost to be used for current aid payments within 30 days of receiving the budget from the school.

(c) For purposes of section 127A.45, subdivision 13, the aid under this subdivision is not subject to the 97.4 percent current fiscal year special education aid entitlement provision.

(d) Final aid payments must be calculated using the actual unreimbursed costs as determined by the department based on year-end financial and student data submitted by the charter school.

History: 1991 c 265 art 9 s 43; 1994 c 647 art 3 s 11; 1Sp1995 c 3 art 8 s 4; 1996 c 412 art 7 s 8; 1997 c 7 art 1 s 52; 1Sp1997 c 4 art 2 s 4; 1998 c 397 art 2 s 91,164; art 11 s 3; 2000 c 254 s 17; 1Sp2001 c 6 art 8 s 2; 1Sp2005 c 5 art 3 s 5; 2013 c 116 art 5 s 2; 1Sp2015 c 3 art 4 s 10; art 5 s 5-7

124E.22 BUILDING LEASE AID.

(a) When a charter school finds it economically advantageous to rent or lease a building or land for any instructional purpose and it determines that the total operating capital revenue under section 126C.10, subdivision 13, is insufficient for this purpose, it may apply to the commissioner for building lease aid. The commissioner must review and either approve or deny a lease aid application using the following criteria:

(1) the reasonableness of the price based on current market values;

(2) the extent to which the lease conforms to applicable state laws and rules; and

(3) the appropriateness of the proposed lease in the context of the space needs and financial circumstances of the charter school. The commissioner must approve aid only for a facility lease that has (i) a sum certain annual cost and (ii) a closure clause to relieve the charter school of its lease obligations at the time the charter contract is terminated or not renewed. The closure clause under item (ii) must not be constructed or construed to relieve the charter school of its lease obligations in effect before the charter contract is terminated or not renewed.

(b) A charter school must not use the building lease aid it receives for custodial, maintenance service, utility, or other operating costs.

(c) The amount of annual building lease aid for a charter school shall not exceed the lesser of (1) 90 percent of the approved cost or (2) the product of the charter school building lease aid pupil units served for the current school year times \$1,314.

(d) A charter school's building lease aid pupil units equals the sum of the charter school pupil units under section 126C.05 and the pupil units for the portion of the day that the charter school's enrolled students are participating in the Postsecondary Enrollment Options Act under section 124D.09 and not otherwise included in the pupil count under section 126C.05.

History: 1Sp1997 c 4 art 5 s 13; 1998 c 397 art 2 s 164; art 11 s 3; 1998 c 398 art 1 s 12; 1999 c 241 art 5 s 12; 1Sp2001 c 6 art 2 s 27; 1Sp2003 c 9 art 2 s 28; 1Sp2011 c 11 art 2 s 30; 2013 c 116 art 4 s 4; 2014 c 272 art 3 s 42; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 14; 1Sp2017 c 5 art 2 s 42

124E.23 TRANSPORTATION REVENUE.

Transportation revenue must be paid to a charter school that provides transportation services according to section 124E.15, according to this section. Transportation aid shall equal transportation revenue.

In addition to the revenue under section 124E.20, a charter school providing transportation services must receive general education aid equal to the sum of the product of (1) an amount equal to the product of the formula allowance according to section 126C.10, subdivision 2, times .0466, plus the transportation

sparsity allowance for the school district in which the charter school is located times (2) the adjusted pupil units, plus the product of \$223 times the extended time pupil units.

History: *1Sp1995 c 3 art 8 s 4; 1996 c 412 art 7 s 6; 1998 c 397 art 2 s 90,164; art 11 s 3; 1998 c 398 art 1 s 11; 1Sp2003 c 9 art 2 s 27; 1Sp2005 c 5 art 2 s 64; 2013 c 116 art 4 s 3; 1Sp2015 c 3 art 4 s 10*

124E.24 OTHER AID, GRANTS, AND REVENUE.

(a) A charter school is eligible to receive other aids, grants, and revenue according to chapters 120A to 129C, as though it were a district.

(b) Notwithstanding paragraph (a), a charter school may not receive aid, a grant, or revenue if a levy is required to obtain the money, or if the aid, grant, or revenue replaces levy revenue that is not general education revenue, except as otherwise provided in this chapter.

(c) Federal aid received by the state must be paid to the school, if it qualifies for the aid, as though it were a school district.

(d) A charter school may receive money from any source for capital facilities needs. In the year-end report to the commissioner, the charter school shall report the total amount of funds it received from grants and other outside sources.

History: *1991 c 265 art 9 s 43; 1994 c 647 art 9 s 10; 1Sp1995 c 3 art 8 s 4; 1Sp1997 c 4 art 5 s 14; 1998 c 397 art 2 s 92,164; art 11 s 3; 1998 c 398 art 5 s 55; 1999 c 241 art 5 s 13; 2000 c 489 art 6 s 24; 1Sp2003 c 9 art 2 s 29; 1Sp2005 c 5 art 2 s 65; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 15*

124E.25 PAYMENT OF AIDS TO CHARTER SCHOOLS.

Subdivision 1. **Payments.** Notwithstanding section 127A.45, subdivision 3, if the current year aid payment percentage under section 127A.45, subdivision 2, paragraph (d), is 90 or greater, aid payments for the current fiscal year to a charter school shall be of an equal amount on each of the 24 payment dates. Notwithstanding section 127A.45, subdivision 3, if the current year aid payment percentage under section 127A.45, subdivision 2, paragraph (d), is less than 90, aid payments for the current fiscal year to a charter school shall be of an equal amount on each of the 16 payment dates in July through February.

Subd. 1a. **School closures; payments.** (a) Notwithstanding subdivision 1 and section 127A.45, for a charter school ceasing operation on or before June 30, for the payment periods occurring after the school ceases serving students, the commissioner shall withhold the estimated state aid owed the school. The charter school board of directors and authorizer must submit to the commissioner a closure plan under chapter 308A or 317A, and financial information about the school's liabilities and assets. After receiving the closure plan, financial information, an audit of pupil counts, and documented lease expenditures from the charter school and monitoring special education expenditures, the commissioner may release cash withheld and may continue regular payments up to the current year payment percentages if further amounts are owed. If, based on audits and monitoring, the school received state aid in excess of the amount owed, the commissioner shall retain aid withheld sufficient to eliminate the aid overpayment.

(b) For a charter school ceasing operations before or at the end of a school year, notwithstanding section 127A.45, subdivision 3, the commissioner may make preliminary final payments after the school submits the closure plan, an audit of pupil counts, documented lease expenditures, and Uniform Financial Accounting and Reporting Standards (UFARS) financial data and the commissioner monitors special education expenditures for the final year of operation. The commissioner may make the final payment after receiving audited financial statements under section 123B.77, subdivision 3.

(c) Notwithstanding sections 317A.701 to 317A.791, after closing a charter school and satisfying creditors, remaining cash and investment balances shall be returned by the commissioner to the state general fund.

Subd. 2. Requirements. (a) To receive state aid payments under this section, a charter school in its first three years of operation must submit to the commissioner a school calendar in the form and manner requested by the commissioner and a quarterly report. The quarterly report must list each student by grade, show the student's start and end dates, if applicable, and, for any student participating in a learning year program, the report must list the hours and times of learning year activities. The charter school must submit the report to the commissioner not more than two weeks after the end of the calendar quarter. The commissioner must develop a web-based reporting form for charter schools to use when submitting quarterly enrollment reports.

(b) To receive state aid payments under this section, a charter school in its fourth and subsequent year of operation must submit a school calendar and enrollment information to the commissioner in the form and manner requested by the commissioner.

(c) A charter school must have a valid, signed contract under section 124E.10, subdivision 1, on file with the commissioner at least 15 days before the date of first payment of state aid for the fiscal year.

(d) The commissioner shall compute state aid entitlements for a charter school only for the portion of a school year for which it has a valid, signed contract under section 124E.10, subdivision 1.

Subd. 3. Aid reductions. (a) The commissioner may reduce a charter school's state aid under section 127A.42 or 127A.43 if the charter school board fails to correct a violation under this chapter.

(b) The commissioner may reduce a charter school's state aid by an amount not to exceed 60 percent of the charter school's basic revenue for the period of time a law was violated.

Subd. 4. Aid withholding. (a) If a charter school fails to comply with the commissioner's directive to return, for cause, federal or state funds administered by the department, the commissioner may withhold an amount of state aid sufficient to satisfy the directive.

(b) If after receiving an undisputed invoice for goods and services, a charter school fails to pay the state of Minnesota, a school district, intermediate school district, or service cooperative within the timeline under section 471.425, the commissioner may withhold an amount of state aid sufficient to satisfy the claim and shall distribute the withheld aid to the interested state agency, school district, intermediate school district, or service cooperative. An interested state agency, school district, intermediate school district, or education cooperative shall notify the commissioner when a charter school fails to pay an undisputed invoice within 75 business days of when it received the original invoice.

History: 1999 c 241 art 5 s 14; 1Sp2001 c 6 art 2 s 28; 2002 c 374 art 1 s 1; 2003 c 130 s 12; 1Sp2003 c 9 art 5 s 5; 2004 c 294 art 2 s 14; 2006 c 263 art 2 s 16; 2009 c 96 art 2 s 41,42; 1Sp2011 c 11 art 2 s 31; art 5 s 3; 1Sp2015 c 3 art 4 s 8,10; 2016 c 189 art 26 s 16

124E.26 USE OF STATE MONEY.

A charter school may not use state money to purchase land or buildings. The charter school may own land and buildings if obtained through nonstate sources.

History: 1991 c 265 art 9 s 43; 1998 c 397 art 2 s 164; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 17

Minnesota's Open Meeting Law

I. The Open Meeting Law in General

The Open Meeting Law requires that public business be conducted in public. With limited exceptions, all school board meetings must be open to the public. The public has a right to attend the meeting and observe the transaction of public business. Minnesota's Open Meeting Law (OML) is codified in Minnesota Statutes, Chapter 13D.

An "Open Meeting" is a meeting in which:

1. Proper notice of the meeting was given
2. The public may attend the meeting
3. Relevant materials from the meeting are available to the public

II. Purpose of the Open Meeting Law

The Minnesota Supreme Court has stated that the OML has 3 main purposes:

- 1) to prohibit government action being taken at a secret meeting,
- 2) to ensure the public's right to be informed about the decisions of public bodies, and
- 3) to afford the public an opportunity to present its views to the public body. *St. Cloud Newspapers, Inc. v. Dist. 742 Community Schools*, 332 N.W.2d 1, 4 (Minn. 1983).

It is important to note that although the courts often say that the Open Meeting Law is to afford the public an opportunity to present its views to the public body, nothing in the OML guarantees the public an opportunity to speak during a meeting.

III. Open Meeting Law Requirements

A. Record of Votes

Under the Open Meeting Law, school districts are required to maintain, in a journal, a record of all votes taken at open meetings. This journal must be available to the public during normal business hours.

Minn. Stat. § 13D.01, subd. 4 and 5.

Note: The OML requires no other record keeping beyond that mentioned above. However, school districts are required to keep records pursuant to other provisions of

Minnesota law. For example, officers of the school district must make and preserve all records necessary to a full and accurate knowledge of their official activities. *Minn. Stat. § 15.17*. The clerk of the board must keep a record of all meetings of the district and the board in books provided by the district for that purpose. *Minn. Stat. § 123B.14, subd. 7*. The board must cause its official proceedings to be published once in the official newspaper of the district within 30 days of the meeting at which such proceedings occurred. *Minn. Stat. § 123B.09, subd. 10*. The proceedings to be published must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum includes the subject matter of a motion, the persons making and seconding a motion, the roll call vote on a motion, the character of resolutions or ordinances offered, including a brief description of their subject matter, and whether defeated or adopted. *Minn. Stat. § 331A.01, subd. 6*.

B. Written Materials

A copy of the agenda must be available to the public during the meeting, along with any written materials prepared by the school district and distributed to members of the school board.

- 1) This includes written materials distributed to board members during an open meeting, as well as materials distributed before the meeting.
- 2) Materials classified as nonpublic under the Minnesota Data Practices Act are exempt.
- 3) Materials relating to agenda items of a closed meeting are exempt.

Minn. Stat. 13D.01, subd. 6.

C. Notice Requirements

Under the Open Meeting Law, there are three kinds of meetings with varying notice requirements.

- 1) **Regular meetings** are those meetings which are conducted routinely or on a prescribed schedule. The only notice of regular meetings required by the OML is the requirement that the school district keep a schedule of regular meetings on file at its primary office. *Minn. Stat. § 13D.04, subd. 1.*

- 2) **Special meetings** are those meetings that are not conducted as part of the normal routine but are planned far enough in advance to be scheduled. The notice requirements for special meetings are as follows:

follows:

- a. The school district must post a written notice of the date, time, place and purpose of the meeting on the district's bulletin board; and
- b. the notice must be mailed or otherwise delivered at least three days before the meeting to each person who has filed a written request for notice of special meetings. A person filing a request for notice of special meetings may limit the request to notification of meetings concerning particular subjects, in which case the public body is required to send notice to that person only concerning special meetings involving those subjects. *Minn. Stat. § 13D.04, subd. 2.*
- c. The purpose of the special meeting must include the specific topics to be discussed and acted upon at the special meeting. Board discussion is limited to these topics. A statement such as "other issues may be presented" is not sufficient. *Advisory Opinion 04-004, 06-020.*
- d. As an alternative to mailing the notice, the school district may publish notice in the official newspaper three days prior to the special meeting. *Minn. Stat. § 13D.04, subd. 2.*

3) **Emergency Meetings** are those special meetings called because of circumstances that, in the judgment of the school board, require immediate consideration. The notice requirements for emergency meetings are as follows:

- a. The Board must make a good faith effort to notify all news mediums that have filed a request for notice of special meetings, either by telephone or any other means. *Minn. Stat. § 13D.04, subd 3.*
- b. Notification of the emergency meeting must include the subject of the meeting. The Commissioner of Administration has stated that an emergency meeting is one where circumstances will not permit the public body to wait the three days to give notice of a special meeting, such as a natural or man-made disaster. *Advisory Opinion 04-004.*

Recessed meetings. If a school board meeting or committee, special meeting or emergency meeting is recessed or continued, the meeting may be taken up without further notice, provided the time and place of the meeting was established during the previous meeting. *Minn. Stat. § 13D.04, subd. 4.*

Closed meetings. The notice requirements for closed meetings are the same as the requirements for open meetings. *Minn. Stat. § 13D.04, subd. 5.* Additionally, before closing a meeting, the board must make a statement on the record that provides: (1) the specific grounds permitting the meeting to be closed, and (2) describes the subject to be discussed. *Minn. Stat. § 13D.01, subd. 3.*

IV. Workshop Meetings, Committee Meetings, & Social Gatherings

A. Workshop Meetings

Are Workshop Meetings where the board receives information but does not take action subject to the OML? Yes, the Minnesota Supreme Court has held that the OML applies to all gatherings of a governing body, regardless of whether action is taken or contemplated. Thus, informational meetings regarding matters the board currently faces or about matters that might come before the board are subject to the OML. *St. Cloud Newspapers, Inc., v. Dist. 742 Schools*, 332 N.W.2d 1 (Minn. 1983).

1) Notice and Minutes

Workshops and informational meetings of the board should be noticed as all other “regular” or “special” meetings under the OML, depending on status. Minutes of the workshop or informational meeting should be kept as for regular meetings. Since votes would not be taken at workshop meetings, the minutes may be a short summary of the essential elements of the proceedings.

2) If a quorum of the school board meets privately with a facilitator to “improve trust, relationships, communications, and collaborative problem solving among Board members” does not violate the OML as long as the Board does not “discuss, decide, or receive information as a group relating to the ‘official business’ of the governing body.” *Advisory Opinion 16-006.*

B. Committee Meetings

The Open Meeting Law states that all committee and subcommittee meetings of a public body must be open to the public. However, the Minnesota Court of Appeals has held that a gathering of public officials is not a “committee” or “subcommittee” subject to the OML unless the group is capable of exercising decision-making powers of the governing body. *Sovereign v. Dunn*, 498 N.W.2d 62 (Minn. App. 1993).

1) Quorum

The court will presume that a committee or working group has the capacity to act on behalf of the board (such that the meeting is subject to the OML) where members of the group comprise a quorum of the board. *Sovereign v. Dunn*, 498 N.W.2d 62.

2) **Decision Making Authority**

Even where members of the group do not constitute a quorum of the board, capacity to act on behalf of the governing body (which renders a gathering subject to the OML) may arise where there has been a delegation of power to the group from the board. *Sovereign*, 498 N.W.2d 62.

3) **Advisory Groups**

Where the group or committee is merely tasked with gathering information and providing advice to the board, and has no ability to make decisions for the board, the group or committee is likely not subject to the OML. *Minnesota Daily v. University of Minnesota*, 432 N.W.2d 189 (Minn. App. 1988), *Advisory Opinion 07-025 (Nov. 2007)*.

4) **The presence or absence of a Board Member on the committee is not the deciding factor.**

Even an advisory group, working group, or committee that has no board members may be subject to the OML. The nature of the group's responsibility and authority is the salient question, i.e., is the group making decisions for or on behalf of the board. If so, the meetings must be open to the public.

C. Social Gatherings

Hypothetical: Following adjournment of a regular school board meeting, members of the board gather at a nearby restaurant for a social gathering. Is the OML violated?

Yes, if a quorum of the board attends and the group discusses school board business.

1) **Chance or Social Gatherings**

The OML does not apply to chance or social gatherings. *St. Cloud Newspapers*, 332 N.W.2d at 7. Even if a quorum of the school board is present at a social gathering, it is not a meeting under the OML unless the quorum discusses or receives official business related to the school district. Thus, banquets, parties, or other similar events are not meetings under the OML as long as a quorum of the board does not discuss issues that relate to the official business of the school district.

2) **Discussions of School Board Business by a Quorum**

A quorum of the Board may not, as a group, discuss or receive information on official business in any setting under the guise of a private social gathering. *Moberg v. Indep. Sch. Dist. No. 281*, 336 N.W.2d at 518 (Minn. 1983).

3) **Perception**

In the situation contemplated by the above hypothetical, even if board members do not discuss school district business, such meetings may create the perception that the board is deciding matters outside the public eye.

4) **Inadvertent Discussions of School Board Business**

At such gatherings, board members must take special care to ensure that they do not find themselves in discussions about school district business without intending to do so.

Example: *Are the members of the Drug Formulary Committee in compliance with the Open Meeting Law, Minnesota Statutes, Chapter 13D, when they gather together before each regular meeting behind closed doors?*

Members of the DFC gather before meetings to eat dinner together. The Commissioner concluded that the gatherings did not violate the OML noting that Minnesota courts have indicated that the OML is not violated if the members of a body subject to the OML are at a social gathering together. See *St. Cloud Newspapers*, 332 N.W.2d at 7. However, the Commissioner warned DFC members to take care about the perception created by such gatherings.

While the Commissioner accepts the statements on behalf of the members of the DFC that no business is conducted during dinner, the best way to avoid the appearance of a violation is to eat dinner in an open area. The Commissioner encourages the members of the DFC to change their dining area so that the public can monitor the conversations of the DFC members.

V. Communication

A. Email

School board members discuss school board policy revisions and other school board business via e-mail. Is this a violation of the OML? It depends. Does the e-mail discussion involve a quorum of the board? The legislature did not define the term “meeting” in the OML; however, the Minnesota Supreme Court has ruled that “meetings” subject to the OML are those gatherings of **a quorum** or more members of a governing body at which members “**discuss, decide, or receive information**” on issues relating to the official business of that governing body. *Moberg*, 336 N.W.2d 510, 518.

In one case, an email to a commissioner of the Iron Range Resources and Rehabilitation Board was drafted by one board member and sent to the superintendent. The superintendent printed the letter on school letterhead and sent the letter to the other members of the school board, who signed the letter. This was found to be a violation of the OML because the letter was signed by a quorum of board members, but it was sent without public notice and without a discussion and decision on the contents of the letter in an open meeting. *Advisory Opinion 17-005*.

Does the e-mail exchange involve less than a quorum, but occur in serial fashion with the intent to forge a consensus and essentially short-circuit discussion at an open meeting? If so, the exchange may violate the OML, depending on the facts of the case.

B. Serial communication by less than a quorum

Serial communication through telephone, letter, or e-mail by less than a quorum with the intent to avoid public discussion, forge a majority in advance of a public meeting, or otherwise circumvent the OML requirements may violate the OML, depending on the facts of the case. See *Moberg*, 336 N.W.2d at 518, *Mankato Free Press Co. v. City of North Mankato*, 563 N.W.2d 291, 295 (Minn. App. 1997).

Example: On May 8, 2009, Minneapolis police Deputy Chief Rob Allen received a question from a Star Tribune editorial writer about a Gang Strike Force trip to a gangs conference in Hawaii. Allen, a board member, sent e-mails to other board members suggesting that they issue a news release defending the trip. In the e-mail, Mr. Allen raised several issues and wrote, “I would like the board to consider

issuing a statement similar to” a paragraph he drafted and included in the e-mail. Seven members of the 13 member board responded to Allen’s e-mail as follows:

1. The Sheriff and I looked your memo and the proposed statement over. We like the idea of having this statement on record If you get consensus on it, we recommend [Mr. Shaver], on behalf of the MGSF Board, take action today and release it.
2. Chief . . . and I reviewed your memo and endorse your recommendation and the immediate action by the board suggested by [commenter #1.]
3. In my view the statement is a good idea and reflects a solidarity on the part of the board. I also feel that as chair of the MGSF Board, Chief Shaver is the person the statement should come from.
4. You did a nice job [in the statement.]
5. I agree with the others.
6. I support the statement and agree [Mr. Shaver] as the chair of the MGSF would be the appropriate person to deliver the message.
7. I support the statement and agree that Chief Shaver as the chair of the MGSF would be the appropriate person to deliver the message.

That same afternoon, Mr. Shaver issued a press release which consisted of the verbatim statement Mr. Allen proposed in his email to Board members and two additional introductory sentences. Mr. Shaver then emailed the Advisory Board that he had taken that action.

Did this e-mail exchange violate the OML? The Commissioner of the Department of Administration found that it did.

Here, a quorum of the Board, in addition to receiving information, commented on and provided direction to Mr. Shaver on a matter relating to the official business of the Board.

The Commissioner noted that Minnesota courts have not ruled definitively on the issue of whether an e-mail exchange may constitute a “meeting” for purposes of the OML. However, given the facts here, the Commissioner believed that per *Moberg* and *St. Cloud Newspapers, Inc.*, the conduct of the Advisory Board constituted a meeting, which was required to be public under the OML.

If Mr. Allen had sent his suggestion only to Mr. Shaver, and if Mr. Shaver had taken action without consulting a quorum of the Board, then, in the Commissioner’s view, that conduct would be permissible. The Commissioner

noted that “it seems reasonable that one-way communication between the chair and members of a public body is permissible, such as when the chair or staff sends meeting materials via email to all board members, as long as no discussion or decision-making ensues.”

C. Note regarding telephone, e-mail or other electronic communication.

The legislature has not authorized school boards to conduct meetings via the telephone, e-mail or other electronic means. The only exception to this is in the case of a health pandemic or an emergency declared under state statute. *Minn. Stat. § 13D.021*. In these instances, a school board may conduct meetings by telephone or other electronic means if certain conditions are met:

- All members can hear one another and hear all discussion and testimony
- All members of the public at the regular meeting location can hear all discussion, testimony, and votes, unless attendance at the regular meeting location is not feasible due to the pandemic or emergency
- At least one member of the school board, chief legal counsel, or superintendent is present at the regular meeting location, unless unfeasible due to the pandemic or emergency
- Votes are conducted by roll call so each member’s vote can be identified and recorded

See Minn. Stat. § 13D.021.

D. Interactive Technology

School boards may conduct a meeting using interactive technology with an audio and visual link as long as certain conditions are met. *Minn. Stat. § 13D.02, subd. 5.*

Requirements for Meetings via interactive Television:

- 1) All board members can see and hear one another;
- 2) The public can see and hear all discussion, testimony, votes;
- 3) At least one member is at the regular meeting location;
- 4) All locations are open and accessible to the public .

See Minn. Stat. § 13D.02.

E. One Way E-mail Communication

The Commissioner of Administration has opined that “one-way communication” is likely permissible under the OML, “such as when the chair or staff sends meeting materials via e-mail to all board members, as long as no discussion or decision-making ensues.” *Advisory Op. 09-020 (Sept. 2009)*. The Commissioner has also stated that such an e-mail would constitute “printed material” which must be made available to members of the public at a meeting under the OML. *Minn. Stat. § 13D.01, subd. 6, Advisory Op. 08-15*.

IV. Exceptions to the Rule that All Meetings Must be Open

Under Minnesota law, school boards *must* close some types of meetings, and *may* close certain other meetings. Here is a list of these exceptions to the general rule that school board meetings must be open to the public.

A. Meetings which *must* be closed

The school board must close meetings when discussions will involve:

- 1) The identity of alleged victims or reporters of:
 - criminal sexual conduct,
 - domestic violence, and
 - maltreatment of minors or vulnerable adults.

Minn. Stat. § 13D.05, subd. 2.
- 2) Active criminal investigations. *Minn. Stat. § 13D.05, subd.2(a)(2)*.
- 3) Educational data, public health data, public medical data, welfare or mental health data that are not public under Minn. Stat. §§ 13.31, 13.3805, 13.384, 13.46, subd. 2 or 7. *Minn. Stat. § 13D.05, subd. 2.*
- 4) An individual’s medical records governed by the MN Health Records Act, sections 144.291 to 144.298. *Minn. Stat. § 13D.05, subd. 2.*
- 5) Preliminary consideration of allegations or charges against an individual subject to the school board’s authority. But the meeting must be open at the request of the individual subject to the discussion. *Minn. Stat. § 13D.05, subd. 2.*
- 6) Coaches - If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within 14 days of that decision. If the coach

requests the reasons for the non-renewal, the school board must give the coach the reasons in writing within 10 days of receiving the request. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data. *Minn. Stat. § 122A.33, Subd. 3.*

- 7) Dismissal Hearing. A hearing on the dismissal of a licensed teacher shall be public or private at the teacher's discretion. *Minn. Stat. § 122A.40, Subd. 14.*
- 8) Expulsion hearings must be closed unless the student or parent requests an open hearing. *Minn. Stat. § 121A.47, subd. 5.*

B. Meetings which *may* be closed

A school board *may* close a meeting to:

- 1) Consider strategy for labor negotiations. *Minn. Stat. § 13D.03.*
 - a. The time and place of the closed meeting must be announced at the public meeting and a written roll of all present at the meeting must be available to the public after the meeting.
 - b. The meetings must be tape-recorded and preserved for two years after the contract is signed.
Note: Labor negotiations and mediation sessions are public meetings except when otherwise provided by the Commissioner of the Bureau of Mediation Services.
- 2) Evaluate the performance of an individual subject to the board's authority. *Minn. Stat. § 13D.05, subd. 3.*
 - a. The individual must be identified prior to closing the meeting and the school board must summarize its conclusions at the next open meeting.
 - b. The meeting must be open at the request of the individual.
- 3) If the closure is expressly authorized by statute or permitted by the attorney-client privilege. *Minn. Stat. § 13D.05, subd. 3.*
- 4) Discuss certain property transactions and appraisal data.

Before holding a closed meeting to discuss these issues, the real or personal property must be identified. The closed meeting must be tape-recorded and preserved for eight years at the expense of the school district and made available to the public after the property has been purchased or sold or the purchase or sale has been abandoned. A list of all persons at the meeting must also be available. Meetings may be closed to:

- a. determine asking price for real or personal property to be sold by the government entity. *Minn. Stat. § 13D.05, subd. 3(c)(1)*.
 - b. review confidential or nonpublic appraisal data under section 13.44. *Minn. Stat. § 13D.05, subd. 3(c)(2)*.
 - c. develop or consider offers or counteroffers for purchase or sale of real or personal property. *Minn. Stat. § 13D.05, subd. 3(c)(3)*.
- 5) Receive security briefings and reports and to discuss issues related to security systems, emergency response procedures, security deficiencies if disclosure of the information would pose a danger to public safety.

Before closing the meeting, the board must describe the subject to be discussed. Financial information related to security matters must be discussed at an open meeting and all financial decisions must be made at an open meeting. Before closing a meeting, the board must refer to the facilities, systems, procedures, services, or infrastructures to be considered at the closed meeting. The meeting must be tape-recorded and preserved for four years at the expense of the school district. *Minn. Stat. § 13D.05, subd. 3(d)*.

C. **Electronic Record of Closed Meetings**

All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded. Unless otherwise provided by law, the recordings must be preserved for at least three years after the date of the meeting. *Minn. Stat. § 13D.05, subd. 1(d)*.

VI. **Violations of the Open Meeting Law**

Anyone who believes the school board has violated the open meeting law may take legal action against individual members of the board. This is done by initiating an action in Minnesota district court.

A. Individual Liability

An individual board member that violates the OML is subject to personal liability of up to \$300 per single occurrence. *Minn. Stat. § 13D.06, subd. 1.* The OML prohibits the school district from paying this civil penalty for the school board member. *Id.* After a third violation, a board member could face removal from office.

B. Costs and Attorney Fees

A court may award costs and attorney fees of up to \$13,000 against a board member found to have intentionally violated the OML. *Minn. Stat. § 13D.06, subd. 4.* The school district may pay the costs and attorney fees awarded against a school board member. *Id.*

C. Intent

Only intentional violations of the OML are subject to penalty. Thus, “good faith” may provide a valid defense. For example, reliance on an attorney’s opinion that the meeting may be closed would likely provide a “good faith” defense.

VII. Social Media

School board members’ use of social media does not violate the OML as long as the use of social media is limited to exchanges with all members of the general public. Social media is not defined, but the statute explicitly states that for the purposes of this section, e-mail is not social media. *Minn. Stat. 13D.065.*



Amended: 09.26.2017



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OFFICIAL BYLAWS of WOODBURY LEADERSHIP ACADEMY

I. PURPOSE

The objects and purposes of the Woodbury Leadership Academy (“WLA” or “School”) are as stated in its Articles of Incorporation. Further, The Board’s purpose is to promote effective education for students with attention in the areas of curriculum, staffing, policy formulation, community involvement, home-to-school communication, budget, and other appropriate matters affecting the wellbeing of the school. The Board’s decisions govern the school and the actions of its employees.

II. DEFINITIONS

A. Article of Incorporation

Also referred to as the certificate of incorporation or the corporate charter, act as a charter to establish the existence of a corporation in the United States, and are filed with the Secretary of State

B. Principal Office

Refers to the school’s address

III. MINNESOTA LAW COMPLIANCE

The governance of WLA will at all times be in accord with the provisions of the Minnesota Charter School Law, all other statutory requirements and in compliance with the Minnesota Open Meeting Law, and Minnesota Government Data Practices Act. The aforementioned statutes and any others that apply to Minnesota Charter Schools shall be available at every Board meeting either in hard copy or electronically. In the event that there are conflicts between the provisions of the Minnesota Charter School Law and the Non-Profit Corporation Act the provisions of the Minnesota Charter School Law shall govern.

IV. OFFICES

The principal office of WLA in the State of Minnesota shall be as set forth in the Articles of Incorporation or in the most recent amendment of the Articles of Incorporation or the statement of the Board of Directors filed with the Minnesota Secretary of State changing the registered office in the manner prescribed by law. WLA may have such other offices within the State of Minnesota as the Board of Directors may determine or as the affairs of WLA may require from time to time.

WLA shall have and continuously maintain a registered office in the State of Minnesota. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

V. BOARD OF DIRECTORS

Section 1. General Duties

The affairs of WLA shall be managed by its Board of Directors (“Board”), except as limited by the Articles of Incorporation, these Bylaws, Minnesota Charter School Law or other applicable law. The Board shall have the power and authority to do all acts and perform all functions WLA may do or perform.

- A. The Board shall decide and be responsible for policy matters related to the operation of the School, including budgeting, curriculum programming, personnel, and operating procedures. The Board shall adopt a policy on nepotism in employment. The Board shall adopt personnel evaluation policies and practices that, at a minimum:
1. carry out the school's mission and goals;
 2. evaluate the execution of charter contract goals and commitments;
 3. establish a teacher evaluation process; and
 4. provide professional development related to the individual's job responsibilities.

Section 2. Number, Tenure and Qualifications

The Board shall be composed of at least five non-related members and include:

1. at least one licensed teacher employed as a teacher by WLA or providing instruction under contract between WLA and a cooperative;
 2. at least one parent or legal guardian of a student enrolled in WLA who is not an employee of WLA; and
 3. at least one interested community member who resides in Minnesota and is not employed by WLA and does not have a child enrolled in WLA.
- A. A school teacher who is a Board member and who resigns their position at WLA or whose employment is terminated by WLA is ineligible to be a Board member and is removed from the Board as of the date of employment resignation or termination. A teacher employed by WLA who is also a parent of a child enrolled at the school is eligible for a teacher Board member position and is ineligible for a parent Board member position.
- B. A community Board member who, during their Board term, becomes employed by WLA or becomes a parent of a child enrolled at WLA is ineligible to be a community Board member and is removed from the Board as of the date of such employment or enrollment.
- C. A parent Board member who has unenrolled all of their children from WLA during such Board member's term is ineligible to be a parent Board member and is removed from the Board as of the date of such withdrawal.

The chief financial officer and the executive director of WLA may only serve as ex-officio nonvoting members of the Board. No employees of WLA are allowed to serve on the Board other than teachers under Section 2 (A). Contractors providing facilities, goods, or services to WLA shall not serve on the Board of Directors of WLA. No Board member may vote on any matter that could result in personal financial gain or loss. The Board additionally incorporates the content of statute pertaining to conflict of interest set forth in Minnesota Charter School Law.

WLA will have a governing board that is composed of three (3) community members, three (3) parents, and three (3) teachers, all of whom meet the qualifications in Section 2, items (A), (B) and (C).

Terms of Board members shall be three (3) years, running from July thru June, or until a successor has been elected or appointed, or until a Board member dies, resigns, is removed or the term otherwise expires as provided by the WLA By Laws. Each seat expiring seat will be up for election. New members to the Board shall take their office upon being seated at the first meeting in July, whereupon the member(s) whose term is expiring shall step down.

Section 3. Resignation and Removal

Board members may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or the Board Secretary. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make the resignation effective. Resignation received verbally during a regular or special Board meeting shall constitute a binding resignation. A Board member may be removed at any time, with cause, by a majority vote.

Section 4. Filling Vacancies

Vacancies on the Board caused by death, disqualification, resignation, disability, removal or such other cause shall be filled by appointment of a new Board member by the affirmative vote of a majority of the remaining Board members, even if less than a quorum. An appointed Board member filling a vacancy shall hold that seat until the original term of the vacant Board member's expiration date. Upon taking the oath of membership, members will receive a copy of the Board of Directors performance expectations, job description, code of ethics and an agreement letter.

Section 5. Training

Every charter school board member shall attend annual training throughout the member's term on the board. All new board members shall attend initial training on the board's role and responsibilities, employment policies and practices, and financial management. A new board member who does not begin the required initial training within six months after being seated and complete that training within 12 months of being seated on the board is automatically ineligible to continue to serve as a board member. The school shall include in its annual report the training attended by each board member during the previous year.

Section 6. Regular Meetings

Regular meetings of the Board shall be held in compliance with Minnesota Open Meeting Law.

Section 7. Special and Emergency Meetings

The Board Chair or upon the written request of three (3) members of the Board, may call special meetings of the Board at any time, for any purpose with a three (3) day notice. Emergency meetings do not require the three (3) day notice. Notice of every special and emergency meeting of the Board shall be held in compliance with Minnesota Open Meeting Law.

Section 8. Quorum

A Board meeting at which at least a majority of the members of the Board present shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 9. Voting

Each member of the Board shall have the power to exercise one (1) vote unless a member has declared a conflict of interest. The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the Board.

Section 10. Compensation

The Board members of WLA may be reimbursed for reasonable out-of-pocket expenses incurred by them in the execution of the Board member's role as the Board from time to time determines such reimbursements to be directly in furtherance of the purposes and in the best interest of WLA.

Section 11. Presence at Meetings

Board members shall be personally present at any meeting or use alternatives that are permitted by Minnesota Open Meeting Law.

Section 12. Committees of the Board

The Board may, by resolution passed by a majority of the Board, designate, define the authority of, set the number and determine the identity of, members of one or more committees. Committee members may include non-members of the Board. The Board may, by similar vote, designate one or more alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee.

A. Authority of Committees:

Committees shall have authority to consider assigned topics and to make recommendations to the Board. No actions of a committee shall be binding on WLA absent Board ratification of any such recommendations.

B. Procedures for Conducting Meetings:

All committees of WLA shall be conducted in the best interest of WLA. Each committee shall have a charge that identifies purpose, membership, deliverable, accountability and duration, which shall be consistent with the Articles of Incorporation, WLA Bylaws, WLA policies and adhering to the Minnesota Open Meeting Law. Board members may participate in any such meeting but may not vote unless such Board member is a member of the committee.

C. Limitation on authority of committees:

Each committee shall be under the direction and control of the Board and shall keep regular minutes of their proceedings, and all actions of each committee shall be reported to the Board and shall be subject to revision and alteration by the Board. Each committee shall meet as provided by committee charge or by resolution of the Board. Notice of all meetings of any committee shall be given to all members of that committee as determined by the committee, or pursuant to Minnesota Open Meeting Law.

VI. OFFICERS

Section 1. Election

The officers of WLA shall be elected for one (1) year terms by an affirmative vote of a majority of the WLA Board, and shall consist of a Board Chair, Treasurer, Secretary, and such other officers as the Board shall determine from time to time.

Section 2. Vacancies

A vacancy in any officer (e.g. Board Chair, Treasurer and Secretary) of the Board occurring by reason of death, disqualification, resignation or removal shall be filled for the unexpired portion of the term by appointment of a successor by the Board.

Section 3. Board Chair

The Board Chair shall:

- A. act as the chairperson of the Board and exercise the functions of the office of Board Chair;
- B. preside at all meetings of the Board; in case Board Chair is absent, the Secretary will conduct the meeting;
- C. perform such duties that are necessary or incident to the supervision and management of the business and affairs of WLA; which includes working with the Executive Director to complete the Board agenda and the Board packet;
- D. sign and deliver, in the name of WLA, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature, unless otherwise directed by the Board;
- E. have the general duties usually vested in the office of the Board Chair; and
- F. will conduct orientation with incoming members upon being elected or appointed.

Section 4. Secretary

The Secretary responsibilities are as follows:

- A. in the absence of the Board Chair, the Secretary shall preside all meetings and act as the chairperson of the Board and exercise the functions of the office of the Board Chair.
 - B. record all proceedings of the Board meetings in a book or electronic device to be kept for that purpose;
 - C. preserve all documents and records belonging to WLA;
 - D. maintain a list of all Board members of WLA in good standing; with updated documents in the Board binder;
-

- E. provide notice of all Board meetings; and
- F. perform such other duties as may be prescribed by the Board or the Board Chair from time to time.

Section 5. Treasurer

The Treasurer shall:

- A. act as the chairperson of the WLA Finance Committee;
- B. make recommendations to the Board; and
- C. keep accurate accounts, in collaboration with business management firm, of all monies of WLA received or distributed.

Section 10. Removal of Officer

Any officer of the Board may be removed at any time, with or without cause, by the vote of a majority of a quorum of the Board at any regular meeting or at a special meeting called for that purpose.

Section 11. Resignation of Officer

Any Board officer may resign their officer position at any time without resigning as a Board member. Such resignation shall be made in writing to the Board Chair or the Secretary of the Board and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Board Chair or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

VI. EMPLOYEES

Section 1. Management and Administrative Employees

WLA may employ such management and administrative employees as from time to time are determined necessary by the Board. Such employees shall be appointed in a manner, have the duties and responsibilities and hold their positions for the time prescribed by the Board.

Section 2. Compensation

Administrative and other employees of WLA may be paid such reasonable compensation, if any, for their services rendered to WLA in such capacity, and may be reimbursed for reasonable out of pocket expenses, as the Board from time to time determines to be directly in furtherance of the purposes and in the best interests of WLA.

Section 3. Bond

The Board of WLA shall from time to time determine which, if any, of the officers, agents or employees of WLA shall be bonded and the amount of each bond.

VII. DISTRIBUTION OF ASSETS

Section 1. Right to Cease Operations and Distribute Assets

By a majority vote of all Board members, the Board may resolve that WLA cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of WLA to perform all acts necessary to effect dissolution. Written notice as required by these Bylaws shall be given to all eligible voters as defined by Minnesota Charter School Law stating that the purpose of the Board meeting shall be to vote upon the dissolution of WLA. A resolution to dissolve WLA shall be approved only upon the affirmative vote of a majority of a quorum of Board members of WLA taken at a meeting during which the resolution is considered. If such cessation and distribution is called for, the Board shall set a date for commencement of the distribution.

Section 2. Cessation and Distribution

When cessation of operations and distribution of assets has been called for, the Board and the designated officers shall cause WLA to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all of WLA's assets to other entities in accordance with Minnesota Non-Profit Corporation Act and in accordance with the Articles of Incorporation. Notice of intent to dissolve shall be filed with the Secretary of State and/or the Minnesota Department of Education as required by law.

VIII. INDEMNIFICATION

Section 1. Indemnification

Each director, officer and employee of WLA, past or present, and each person who serves or may have served at the request of WLA as a director, officer, partner, trustee, employee, representative or agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by WLA in accordance with, and to the fullest extent permitted by, Minnesota Indemnification Statute.. WLA shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board. Under Section 1 is and shall be for the sole and exclusive benefit of the individuals designated herein and no individual, firm or entity shall have any rights under VIII, Section 1 by way of assignment, subrogation or otherwise, whether voluntarily, involuntarily or by operation of law.

Section 2. Insurance

WLA may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of WLA, against any liability asserted against and incurred by such person in his or her official capacity, or arising out of his or her status as such, whether or not WLA would have the power to indemnify such person against liability under Minnesota Indemnification Statute the Articles of Incorporation or the WLA Bylaws.

IX. AMENDMENTS

In accordance with the Minnesota Non-Profit Corporation Act the Board members has the power to adopt, amend or repeal the Bylaws is vested in the Board.

However, the Board may amend its governance model, set forth in under V, only in accordance with Minnesota Charter School Law and with a majority vote amongst WLA teachers.

X. FINANCIAL MATTERS

Section 1. Contracts

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

Section 2. Loans and Pledges

No loans shall be contracted nor pledges or guarantees given on behalf of WLA unless specifically authorized by the Board.

Section 3. Authorized Signatures

All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of WLA shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board or these Bylaws.

Section 4. Deposits

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

Section 5. Corporate Seal

WLA shall not have a corporate seal.

Section 6. Documents Kept at Registered Office

The Board shall cause to be kept at the registered office of WLA originals or copies of:

- A. records of all proceedings of the Board and all committees;
- B. records of all votes and actions of the Board members;
- C. all financial statements of WLA; and
- D. Articles of Incorporation and Bylaws of WLA and all amendments and restatements thereof.

Section 7. Accounting System and Audit

The Board shall cause to be established and maintained, in accordance with generally accepted accounting principles applied on a consistent basis, an appropriate accounting and financial reporting system for WLA. The Board shall cause the records and books of account of WLA to be audited at least once each fiscal year and at such other times as it may deem necessary or appropriate, and may retain such person or firm for such purposes as it may deem appropriate, to the extent consistent with Minnesota Charter School Law and its Uniform Financial and Accounting Standards (UFARS) and audit references.

**WOODBURY LEADERSHIP ACADEMY
DIRECTOR REPORT, JANUARY 23, 2019**

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)

- WLA Enrollment Drive update: As of 1/20/2019, we continue to have 392 with 2 students starting Feb. 1st, in grades K and 3. Enrollment is closed in grades 6-8.
- Open enrollment started on December 1st and closes on January 31st. We held one “Enrollment Showcase” on January 15th, and the second is scheduled for the 24th. The first event was well attended, and the second event is also expected to be well attended. We have received 140 new registrations so far. (84 being for kindergarten) Enrollment projections at 80%, 85%, and 90% retention, as well as similar percentages for new enrollees are attached herein. (Kudos to Kylie for doing the lion’s share of organizing and marketing for this event!)

Provide leadership and monitor continuous school improvement

- Mary Kelly is concluding the special education files audit. This is a regular audit scheduled by MDE on three year cycles.

Direct and supervise the development, maintenance, updating and distribution of WLA Board of Directors (BOD) policies and procedures

- Board meeting December 19, 2018
- Governance meeting on January 9, 2019
- I also met with the kindergarten teachers who have been researching early entrance to kindergarten policies from local school districts. We will be making some recommendations for how to further refine the WLA policy.

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

- Kylie has been pushing into classrooms in grades K-4, and I have been pushing in to grades 5-8 to do instructional coaching.
- Plans are in progress to send some teachers to Ft. Collins, Colorado to observe two of the Core Knowledge schools that are ranked as “Distinguished”. There are 8 of these schools nationwide, and with two of them both located in Ft. Collins, it is the obvious place for a site visit. (one is an elementary, the other is a middle school.) As part of the WLA Strategic Plan, we are setting one of the four goals, to be a Distinguished Core Knowledge school within the next several years. It is a

three-year process to become such a school, and it is important that the teachers that are invested at WLA, see what a Distinguished Core Knowledge school looks like. Casey Churchill, from Liberty Common Middle School in Fort Collins, was hired as a consultant by WLA to train our staff members last August in implementing Core Knowledge curriculum. I have maintained contact with him and his school is one of the schools we will be visiting. We will be sending teachers from various grade levels as well as board representatives for what will be a two-day trip. I am currently working on the logistics. (We have some professional development funds set aside for this, as well as in the board budget, for this current year. Scheduling the trip and maintaining adequate classroom coverage at WLA is paramount.)

- Kylie and I are met with our music program consultant, and a former WLA music teacher, on January 25th, to discuss how to support and grow the music program.

III. Financial Management

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

- Various meetings with Shawn Smith, Wildamere Corporation, as well as contractors have occurred earlier this month, to discuss potential plans for making building improvements for the coming school year. Bids are being obtained to finish out the current vet-tech area and convert it to a classroom space, add a staff bathroom on 1st floor, add a nurse's bathroom, and do some reconfiguring of the office area. Based on enrollment projections, it is expected that we will be able to contain WLA to the first two floors of our current building, for the upcoming school year, although space could get tight depending on our ADM. This will require keeping each grade level limited to three sections in grades 1-8, with the possibility of expanding grades K-2 to four sections over the next two years. These plans will be presented to the Facilities and Space Planning Committee for discussion and added input.
- Over winter break, contractors did install the new flooring for the commons area, and over MLK break, contractors did install the new doorway between the office and gym areas. These improvements were within our current year budget.
- The YMCA has provided us with a contract for services for the upcoming school year. We continue to be pleased with their services and the ability to provide before and after school care to our families. Also, this is the first of many, various, vendor contracts for the 2019-2020 school year that will be presented to the board for approval.
- The Finance meeting was held on January 17th. (Jess Erickson will provide the report for that meeting, as usual) Several of us (Judith, Mandi, Kylie, and myself) also met on January 15th to discuss lease aid and a few other misc. items.

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 interviewed for our 5th (and final) special education para professional. This position is in the budget.
- Round two of classroom observations are currently being conducted, and peer observations are also being scheduled.
- I have been discussing with Judith if we have the funds to hire an “in-house” substitute teacher for the remainder of the year. This would shift some of the funds that we pay for substitutes, to a WLA salaried person. We are still looking at the numbers to determine the feasibility of this. While this is helpful, it does not cover all of our substitute teacher expenditures on days when we need more than one substitute. Similarly, there are days when we do not require any substitute coverage, but could still utilize an extra person. Judith and I will do a closer look at the number of days we have been utilizing more than one substitute, as well as the number of days we have not needed a substitute, and look at the sustainability of this, for the remainder of this school year.

Oversee conflict resolution and all other personnel matters

- No issues at this time, however, we are having meetings to work on re-organizing office personnel.
- I am meeting with middle school teachers individually, to discuss plans for program improvement.

V. Provision for a Safe and Effective Learning Environment

Monitor reporting systems involving health and safety of students

- Amy Cahlander attended the second, regional school safety meeting with local school district representatives and members of law enforcement. She and I will be updating WLA staff members on trends for school safety, and industry safety standards.
- WLA conducted a fire drill on December 19th, a Safety in Place drill on December 20th and another Safety in Place drill on January 4th.

Oversee development and implementation of student/parent activities

- I am now regularly meeting with a parent group, and with a middle school student focus group, to address various concerns. We will also be scheduling middle school parent focus groups, with middle school teachers, to further discuss needed changes.

VI. Communications Management

Oversee communication system between school and parents through various means, including the WLA Family Newsletter, at minimum once a month

- The Technology Committee met on January 17, and reviewed purchases and expected dates for the roll-out of staff and classroom devices. At that meeting it was discovered that although all of our devices are inventoried, and started the

year on carts, computers have been dispersed to various classrooms without tracking the devices. Thus, we will immediately determine which devices are in which classrooms and set up a formal system for tracking them.

- The VOA SLT meetings (conference call) was held on January 4, to finalize the plans for the VOA Charter School Conference. (SLT is the VOA leadership committee which includes addressing technology connections across the 18 VOA charter school network.)
- On January 10-11 the VOA annual conference was held in Elk River. Board members and school leaders from all 18 of the VOA charter schools were present, including Ro, Shannon, Kylie, and myself from WLA. Part of the conference was a panelist presentation on School Safety and Crisis Management. Representatives from county law enforcement, homeland security and the MN Department of Public Safety served on the panel. WLA board member Shannon Kelly also served on the panel, along with a public relations company that spoke to communications before, during, and after a crisis event. The panel discussion was a highlight of the event and Shannon did a great job presenting her perspectives and representing our school!
- Several different groups of parents have expressed an interest this school year, for having some type of lunch service at WLA. In response to ongoing parent interests, we are running a pilot program (for 8 days) to better learn what our families may wish to participate in. While this is not a step in the direction of having a hot lunch program, that is approved and funded through the national lunch program, it is an opportunity to gain ideas and share perspectives. So far it looks like about 2/5 of our families have expressed an interest in participating in the pilot program. I understand that some of these families are interested due to the novelty of the offerings. I am hoping that this pilot will lead to WLA having occasional lunch offerings similar to our pizza days once per month, but will include Chinese food day, subway sandwich day and so forth. Perhaps we will learn that we can support an optional food day every Friday, with these various choices. Finally, we will also begin to see if we have the volunteers and processes in place to support any manner of optional lunches.
- Pajama Day was held on January 18th, and rainbow day (wear lots of colors!) is coming up on January 31st.
- Ongoing meetings with Diane Thiels regarding the Parent-Teacher Organization (PTO) Diane organized their first official meeting on the evening of January 17th. It was a big success with a solid turn-out of veteran and new WLA families. The group met from 6:30-9:30 p.m.
- On January 9th WLA hosted a Native American Drumming assembly. Students were engaged and exposed to some cultural differences that we don't often experience at WLA. (Kudos to Monica Purinton for organizing this event!)
- Also on January 9th, the 6th grade went on an all-day fieldtrip to the NW Fur Trading Company, located near Pine City, MN. It was cold, but students were gone for the duration of the day. There were a handful of issues, centering on a lack of clarity about when students could use cell phones, otherwise it was a good

field trip that reinforced classroom learning in the area of social studies, specifically, the settlement of Minnesota. (Kudos to Dan Stevenson who organized this event!)

- On January 17th the entire middle school attended McCallister University for an African Drumming presentation in the morning, and then spent the afternoon at the Minnesota History Museum. There were no behavioral issues, and again, this field trip reinforced subject area and Minnesota state standards content. (Kudos to Elizabeth Trites and Jess Rickson who organized this event!)

2019 2020	18 - 19	80 % Re t	Ne w En r	80% New Enr	80 % of 18- 19	80% New Enr	EXPEC TED TOTAL S	EXPEC TED WAITL IST
GR K	60	60	84	67	60	67	60	7
GR 1	59	48	8	7	48	7	55	0
GR 2	66	53	11	10	53	10	63	0
GR 3	62	50	6	5	50	5	55	0
GR 4	65	53	6	5	53	5	58	0
GR 5	57	45	5	4	45	4	49	0
GR 6	40	32	17	14	32	14	46	0
GR 7	21	16	3	2	16	2	18	0
GR 8	15	12	0	0	12	0	12	0
	44	36	14					
	5	9	0	114	369	114	416	7

2019 2020	18 - 19	85 % Re t	Ne w En r	85% New Enr	85 % of 18- 19	85% New Enr	EXPEC TED TOTAL S	EXPEC TED WAITL IST
GR K	60	60	84	72	60	72	60	12
GR 1	59	51	8	7	51	7	58	0
GR 2	66	56	11	10	56	10	66	0
GR 3	62	52	6	5	52	5	57	0
GR 4	65	56	6	5	56	5	61	0
GR 5	57	48	5	4	48	4	52	0
GR 6	40	34	17	15	34	15	49	0
GR 7	21	17	3	2	17	2	19	0
GR 8	15	12	0	0	12	0	12	0
	44	38	14					
	5	6	0	120	386	120	434	12

2019 2020	18 - 19	90 % Re t	Ne w En r	90% New Enr	90 % of 18- 19	90% New Enr	EXPEC TED TOTAL S	EXPEC TED WAITL IST
GR K	60	60	84	76	60	76	60	16

GR 1	59	53	8	7	53	7	60	0
GR 2	66	59	11	10	59	10	69	3
GR 3	62	54	6	5	54	5	59	0
GR 4	65	59	6	5	59	5	64	0
GR 5	57	51	5	4	51	4	55	0
GR 6	40	36	17	16	36	16	52	0
GR 7	21	19	3	2	19	2	21	0
GR 8	15	13	0	0	13	0	13	0
	44	40	14					
	5	4	0	125	404	125	453	19



Meeting: Finance Committee

Date: November 8, 2018

Time: 4:30 p.m.

Location: Woodbury Leadership Academy- Conference Room
8089 Globe Drive, Woodbury, MN 55125

Minutes

The meeting was called to order by Jessica Erickson at 4:30 p.m.

Attendees: Jessica Erickson, Judith Darling, Jolene Skordahl, Sean, Bruce Sorensen, Mandi Folks, and Kathy Mortensen

Absent: Kacie Paine

Development & Discussion

- Presentation
 - Bruce Sorensen from Piper Jaffray provided us an overview of Bonds.
- Discussion
 - October Financial Statements
 - Review and updated the Finance Committee Charge

Housekeeping

Next Regularly Scheduled WLA Board of Directors Finance Committee Meeting

Date: Thursday, December 13,, 2018

Time: 4:30 p.m.

Location: Woodbury Leadership Academy School
8089 Globe Drive, Woodbury, MN 55125
Conference Room

Jessica Erickson adjourned the meeting @ 6:52 p.m.



Meeting: Finance Committee

Date: December 13, 2018

Time: 4:30 p.m.

Location: Woodbury Leadership Academy- Conference Room
8089 Globe Drive, Woodbury, MN 55125

Minutes

The meeting was called to order by Jessica Erickson at 4:32 p.m.

Attendees: Jessica Erickson, Judith Darling, Kacie Paine, Mandi Folks, Kathy Mortensen, Shawn Smith, Sarah Zlimen, Diane Thiegis, and Deanna

Development & Discussion

- Presentation
 - PTO
 - Organization Structure
 - Fundraising Goals
- Discussion
 - Long Term Financing

Housekeeping

Next Regularly Scheduled WLA Board of Directors Finance Committee Meeting

Date: Thursday, January 10, 2019

Time: 4:30 p.m.

Location: Woodbury Leadership Academy School
8089 Globe Drive, Woodbury, MN 55125
Conference Room

Jessica Erickson adjourned the meeting @ 6:00 p.m.



Meeting: Finance Committee

Date: Thursday, January 17, 2019

Time: 4:30 p.m.

Location: Woodbury Leadership Academy- Conference Room
8089 Globe Drive, Woodbury, MN 55125

Minutes

The meeting was called to order by Jessica Erickson at 4:34 p.m.

Attendees: Jessica Erickson, Judith Darling, Kacie Paine, Mandi Folks, and Kathy Mortensen

Development & Discussion

- November and December Financial Statements
- 2019-2020 Enrollment Numbers
- Financial Report from VOA

Housekeeping

Next Regularly Scheduled WLA Board of Directors Finance Committee Meeting

Date: Thursday, February 7, 2019

Time: 4:30 p.m.

Location: Woodbury Leadership Academy School
8089 Globe Drive, Woodbury, MN 55125
Conference Room

Jessica Erickson adjourned the meeting @ 6:22 p.m.



Woodbury Leadership Academy
Woodbury, MN
District 4228

Financial Statements

November 2018



Prepared by:
Judith Darling, CPA
Finance Manager

**Woodbury Leadership Academy
Woodbury, Minnesota
November 2018 Financial Statements**

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**Woodbury Leadership Academy
Woodbury, Minnesota
November 2018 Financial Statements**

Executive Summary

Balance Sheet

The beginning balances shown on the Balance Sheet are based on the preliminary actual ending information as of June 30, 2018 while the ending balances reflect the YTD balances.

Cash and Investments represent the amount of cash available to use for the operations of our school.

Accounts Receivable are amounts owed to the school by an outside vendor or parent.

PY State Aid Receivable represents the amount that the State owes the School for the prior year. This is directly related to the holdback. The majority of this will be repaid by the state to the school during August, September, and October of 2018. If this amount is negative, this indicates that the State has paid the School more than anticipated for the previous year.

CY State Aid Receivable/ (Deferred Revenue) represents the estimated amount that the State owes the School for the current fiscal year. If this amount is negative that indicates that the State has overpaid the school at this point in time.

Federal Aids Receivable represents the amount of federal funds that are owed to the School at this point in time.

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 as well as Payroll Deductions and Contributions relate to salaries and benefits owed as of June 30th but will not be paid until after July. This primarily consists of the “summer paychecks” and related benefits for the teachers. Payroll Deductions and Contributions may have a debit balance at month end due to the timing of payments to the vendors.

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

The Line of Credit Payable is the amount we owe on the line of credit as of month end. At this time, we do not have a line of credit available to us.

Summary of Key Indicators

- Our enrollment at the end of November was 397!
- Cash flow is healthy at \$343K.
- The board has approved a revised budget based on 385 ADM. Our current ADM is slightly higher.

Other Items

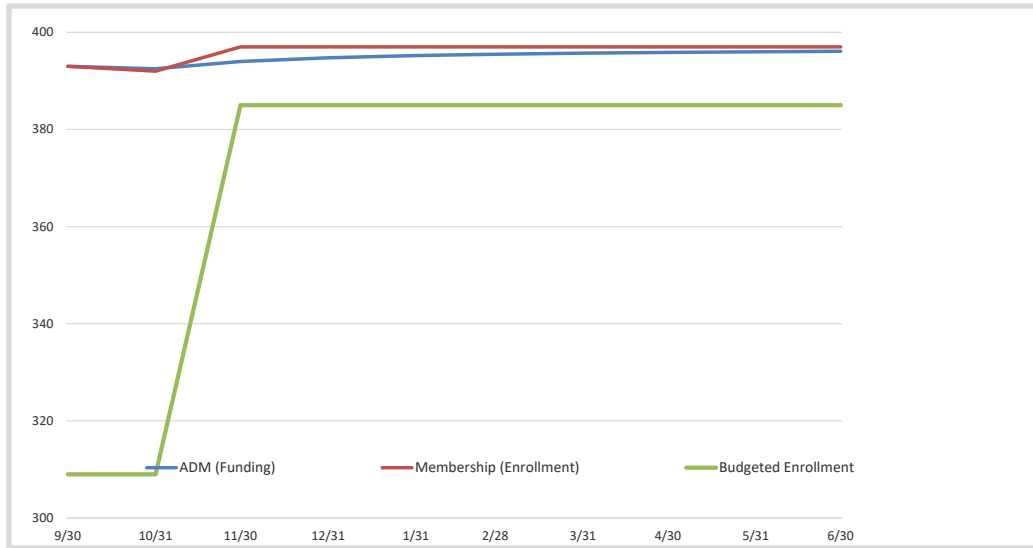
- We will be working on the 990 tax return in December and January.
- We will be submitting an application to Propel for a line of credit.

Supplemental Information for November 2018

Reports are provided that show the checks that were written, receipts that were posted, and journal entry transactions that were recorded during November 2018.

Please feel free to contact Judith Darling at judith.darling@berganKDV.com or 952-563-6889 should you have questions related to the financial statements.

**Woodbury Leadership Academy
Woodbury, Minnesota
Attendance / Enrollment Report
2018-2019**



Average Daily Membership (ADM)											
	Grade	9/30	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/30	6/30
	K	59	59	59	60	60	60	60	60	60	60
	1	67	67	66	66	66	66	66	66	66	66
	2	66	66	66	66	65	65	65	65	65	65
	3	67	67	67	67	66	66	66	66	66	66
	4	56	56	57	57	57	57	57	58	58	58
	5	37	37	37	37	37	37	37	37	37	37
	6	21	21	21	21	21	21	21	21	21	21
	7	14	14	14	15	15	15	15	15	15	15
	8	6	6	7	8	8	8	8	8	8	8
	GRAND TOTAL	393	393	394	395	395	396	396	396	396	396

Membership (Enrollment) as of:											
	Grade	9/30	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/30	6/5
	K	59	59	60	60	60	60	60	60	60	60
	1	67	66	66	66	66	66	66	66	66	66
	2	66	66	65	65	65	65	65	65	65	65
	3	67	67	66	66	66	66	66	66	66	66
	4	56	56	58	58	58	58	58	58	58	58
	5	37	37	37	37	37	37	37	37	37	37
	6	21	21	21	21	21	21	21	21	21	21
	7	14	14	15	15	15	15	15	15	15	15
	8	6	6	9	9	9	9	9	9	9	9
	GRAND TOTAL	393	392	397	397	397	397	397	397	397	397

Budgeted Enrollments as of:											
	Grade	9/30	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/30	6/5
	K	60	60	60	60	60	60	60	60	60	60
	1	57	57	66	66	66	66	66	66	66	66
	2	53	53	66	66	66	66	66	66	66	66
	3	53	53	66	66	66	66	66	66	66	66
	4	35	35	54	54	54	54	54	54	54	54
	5	25	25	35	35	35	35	35	35	35	35
	6	13	13	19	19	19	19	19	19	19	19
	7	5	5	14	14	14	14	14	14	14	14
	8	8	8	5	5	5	5	5	5	5	5
	GRAND TOTAL	309	309	385	385	385	385	385	385	385	385

Note: Enrollment figures are based upon information provided by the school.

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, Minnesota
Balance Sheet
November 30, 2018

	Balance July 1, 2018	Balance November 30, 2018
Assets		
Current Assets		
Cash and Investments	\$ 395,300	\$ 343,000
Accounts Receivable	-	-
PY State Aid Receivable	-	2,810
CY State Aid Receivable/(Deferred Rev)	289,306	94,893
Federal Aids Receivable	9,670	-
Prepaid Expenses and Deposits	10,031	50,502
Total Assets	\$ 704,307	\$ 491,205
Liabilities and Fund Balance		
Current Liabilities		
Salaries and Wages Payable	\$ 59,282	\$ 27,230
Line of Credit Payable /Loan Payable	-	-
Accounts Payable	39,202	10,149
Payroll Deductions and Contributions	46,589	11,721
Deferred Revenue	-	-
Total Current Liabilities	145,073	49,100
Fund Balance		
Fund Balance 7-1-2018	559,234	559,234
Net Income To Date	-	(117,129)
Total Fund Balance	559,234	442,105
Total Liabilities and Fund Balance	\$ 704,307	\$ 491,205

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, Minnesota
Statement of Revenues and Expenditures
November 30, 2018

	388.80		42%	
	FY 2018	FY 2019	November 2018	Percent of
	Actual	Revised Budget	YTD	Revised
	259 ADM	385 ADM	Activity	Budget
General Fund - 01				
Revenues				
State Revenues				
General Education Aid	\$ 1,705,086	\$ 2,700,011	\$ 1,034,336	38.3%
Literacy Aid	25,956	25,956	7,075	27.3%
Charter School Lease Aid	14,386	510,721	-	0.0%
Long-Term Facilities Maintenance Revenue	21,856	51,322	-	0.0%
Special Education Aid	189,346	294,890	58,045	19.7%
PY Over/Under Accrual	19,104	-	-	-
Endowment Aid	9,394	10,028	5,006	49.9%
CY Estimated State Aid Receivable/(Deferred Rev)	-	-	94,893	-
Total State Revenues	1,985,128	3,592,928	1,199,356	33.4%
	1,985,128	3,592,928	1,199,356	
Federal Revenues				
Federal Special Education Aid	41,667	25,302	7,154	28.3%
Federal CEIS Program	1,176	8,151	-	0.0%
PBIS Individuals with Disabilities Grant	6	-	-	-
Title I and II	5,025	8,578	-	0.0%
Total Federal Revenues	47,874	42,031	7,154	17.0%
	47,874	42,031	7,154	
Local Revenues				
Interest Earnings	178	100	47	47.2%
Donations and Grants	21,928	250	6,409	2563.6%
Give to the Max (course 200)	2,740	-	-	-
Fees from Students (Field Trip, Milk Sales, Pizza Friday, Other)	17,367	23,300	13,084	56.2%
Miscellaneous Revenues	9,140	2,000	-	0.0%
Sale of Merchandise/Fundraising - Net	414	-	1,214	-
Total Local Revenues	51,767	25,650	20,755	80.9%
	51,767	25,650	20,755	
Total Revenues	\$ 2,084,769	\$ 3,660,609	\$ 1,227,264	33.5%

Woodbury Leadership Academy
Woodbury, Minnesota
Statement of Revenues and Expenditures
November 30, 2018

	388.80		42%
	FY 2018	FY 2019	November 2018
	Actual	Revised Budget	YTD
	259 ADM	385 ADM	Activity
			Percent of
			Revised
			Budget
		3,660,609	
Expenditures			
100's Salaries	\$ 821,446	\$ 1,230,624	32.3%
200's Benefits	196,231	335,785	34.9%
305 Contracted Services	447,224	277,900	30.9%
315 Technology Services	15,153	17,730	45.3%
320 Communications Services	19,719	7,890	31.8%
329 Postage	893	2,500	44.0%
330 Utilities	119,360	69,810	38.6%
340 Property and Liability Insurance	8,960	13,639	74.1%
350 Repairs and Maintenance	53,303	44,630	51.6%
360 Student Transportation	-	323,852	43.1%
360 Transportation for Field Trips	5,494	7,700	33.7%
366 Travel, Conferences, and Staff Training	16,638	15,000	36.7%
369 Field Trips / Registration Fees	7,065	7,700	61.0%
370 Building Lease	16,033	567,468	44.6%
370 Other Rentals and Operating Leases	42,482	5,808	5.2%
380 Computer and Tech Related Hardware Rental	9,273	9,285	41.6%
401 Supplies - Non Instructional (455/465 NI Tech Supplies)	20,751	29,500	62.0%
401 Maintenance Supplies	1,515	23,000	24.1%
405 Non-Instructional Software and Licensing	9,887	10,350	57.8%
406 Instructional Software	2,201	7,500	8.7%
430 Instructional Supplies (456/466 Inst.Tech Supplies)	7,391	26,000	42.8%
460 Textbooks and Workbooks	18,242	30,000	87.8%
461 Standardized Tests	3,104	7,000	51.7%
470 Media/Library Resources	-	2,000	0.0%
490 Food Purchased	2,334	3,700	41.2%
520 Building Improvement	-	20,246	63.3%
530 Furniture and Other Equipment	-	35,252	102.9%
555 Technology Equipment	1,799	7,500	0.0%
556 Instructional Technology Equipment	-	25,500	0.0%

Woodbury Leadership Academy
Woodbury, Minnesota
Statement of Revenues and Expenditures
November 30, 2018

	388.80		42%
	FY 2018	FY 2019	November 2018
	Actual	Revised Budget	YTD
	259 ADM	385 ADM	Activity
			Percent of
			Revised
			Budget
740 Interest Expense	-	-	-
820 Dues and Memberships, Fees	28,130	30,530	2,076
896 Special Assessments	-	-	-
State Special Ed Expenditures	201,432	317,086	88,508
Federal Special Education Program	41,667	25,302	16,240
Federal CEIS Program	1,176	8,151	-
PBIS Individuals with Disabilities Grant	6	-	-
Title I and II	5,025	8,578	3,000
Directors Discretionary Fund	-	7,500	-
Subtotal Expenditures	2,123,936	3,562,016	1,313,966
	2,123,936	3,562,016	1,313,966
Transfers to Other Funds	-	-	-
Total Expenditures	\$ 2,123,936	\$ 3,562,016	\$ 1,313,966
			36.9%
General Fund Net Income	\$ (39,168)	\$ 98,594	\$ (86,701)
Beginning Fund Balance, General Fund, July 1	475,231	436,063	436,063
Projected Fund Balance, General Fund, June 30	\$ 436,063	\$ 534,657	\$ 349,362
	20.5%	15.0%	

**Woodbury Leadership Academy
Woodbury, Minnesota
Statement of Revenues and Expenditures
November 30, 2018**

	FY 2018 Actual 259 ADM	388.80 FY 2019 Revised Budget 385 ADM	November 2018 YTD Activity	42% Percent of Revised Budget
Fund 04 Program				
Revenues				
050 Registration Revenue	\$ 1,720	\$ 2,100	\$ -	0.0%
Total Revenues	\$ 1,720	\$ 2,100	\$ -	0.0%
Expenditures				
Purchased Services	\$ 3,410	\$ 2,100	\$ -	0.0%
Supplies and Materials, Snacks	2,198	-	-	-
Equipment	-	30,430	30,428	100.0%
Dues and Memberships	-	-	-	-
Total Expenditures	\$ 5,607	\$ 32,530	\$ 30,428	93.5%
Community Services Fund Net Income	\$ (3,887)	\$ (30,430)	\$ (30,428)	
Beginning Fund Balance, Fund 04, July 1	127,058	123,171	123,171	
Projected Fund Balance, Fund 04, June 30	\$ 123,171	\$ 92,741	\$ 92,743	

Woodbury Leadership Academy
Woodbury, Minnesota
Statement of Revenues and Expenditures
November 30, 2018

	FY 2018 Actual 259 ADM	388.80 FY 2019 Revised Budget 385 ADM	November 2018 YTD Activity	42% Percent of Revised Budget
Total All Funds				
Revenues				
State Revenues	\$ 1,985,128	\$ 3,592,928	\$ 1,199,356	33.4%
Federal Revenues	47,874	42,031	7,154	17.0%
Local Revenues	53,487	27,750	20,755	74.8%
Transfer In	-	-	-	-
Total Revenues	\$ 2,086,489	\$ 3,662,709	\$ 1,227,264	33.5%
	<small>2,086,489</small>	<small>3,662,709</small>	<small>1,227,264</small>	
Expenditures				
Salaries and Wages	\$ 821,446	\$ 1,230,624	\$ 397,822	32.3%
Employee Benefits	196,231	335,785	117,105	34.9%
Purchased Services	765,008	1,373,011	567,048	41.3%
Supplies and Materials	67,622	139,050	73,071	52.6%
Equipment	1,799	118,929	79,522	66.9%
Other (Fundraising, Special Ed, Dues, etc.)	277,436	397,147	109,825	27.7%
Total Expenditures	\$ 2,129,544	\$ 3,594,546	\$ 1,344,393	37.4%
	<small>2,129,544</small>	<small>3,594,546</small>	<small>1,344,393</small>	
Total Revenues All Funds	\$ 2,086,489	\$ 3,662,709	\$ 1,227,264	33.5%
Total Expenditures All Funds	\$ 2,129,544	\$ 3,594,546	\$ 1,344,393	37.4%
Net Income - All Funds	\$ (43,055)	\$ 68,164	\$ (117,129)	
	<small>(43,055)</small>	<small>68,164</small>	<small>(117,129)</small>	
Beginning Fund Balance, All Funds, July 1	602,289	559,234	559,234	
Projected Fund Balance, All Funds, June 30	\$ 559,234	\$ 627,398	\$ 442,105	
	<small>559,234</small>	<small>627,398</small>	<small>442,105</small>	

any
assurance on these financial statements.

**Woodbury Leadership Academy
Cash Flow Projection Summary
2018-2019**

Period Ending	Cash Inflows (Revenues)					Cash Outflows (Expenditures)			Cash Balance
	State Aid Payments	Federal Aid Payments	Other Receipts*	Prior Year State & Federal Holdback	Total Receipts	Salaries** (Cash flow budgeted at Gross but updated at Net)	Other Expenses*** Actual Includes Benefits (Tax Payments, PERA, TRA) and AP	Total Expenses	
								<i>Beginning Balance</i>	\$ 395,300
Jul 31	\$ 174,716	\$ -	\$ 807	\$ -	\$ 175,523	\$ 49,047	\$ 140,740	\$ 189,787	381,036
Aug 31	174,529	-	807	163,105	338,441	57,800	257,624	315,424	404,053
Sept 30	209,405	-	1,099	76,796	287,300	80,167	263,507	343,674	347,679
Oct 31	295,934	-	12,012	56,019	363,965	85,216	257,172	342,387	369,257
Nov 30	249,879	7,154	16,472	247	273,751	85,674	214,334	300,008	343,000
Dec 31	249,879	7,154	16,472		273,505	85,674	214,334	300,008	316,497
Jan 31	325,647	7,154	16,472	3,056	352,328	85,674	214,334	300,008	368,817
Feb 28	325,647	7,154	16,472		349,272	85,674	214,334	300,008	418,082
Mar 31	325,647	7,154	16,472		349,272	85,674	214,334	300,008	467,346
Apr 30	325,647	7,154	16,472		349,272	85,674	214,334	300,008	516,610
May 31	325,647	7,154	16,472		349,272	85,674	214,334	300,008	565,875
June 30	325,647	7,154	16,472		349,272	85,674	214,334	300,008	615,139
Projected	3,308,223	57,228	146,502	299,223	3,811,176	957,622	2,633,714	3,591,336	
Based on Projected Budget	3,238,262	42,031	32,900	298,977	3,612,169	1,601,558	2,033,664	3,635,222	
	(69,961)	(15,197)	(113,602)	(246)		643,936	(600,051)		
Totals	3,308,223	57,228	146,502	299,223	3,811,176	957,622	2,633,714	3,591,336	615,139

Assumptions: 10% State Aid Holdback

This cash flow projection is to be used only to show that if we follow our 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.

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
District 4228

Financial Statements

November 2018



 berganKDV
CPAS | ADVISORS

Prepared by:
Judith Darling, CPA
Finance Manager

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 11/01/2018 - 11/30/2018

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN		WX	1 1047	MN Association of Charter Schools	11/13/2018	\$398.78	5291	E 01 005 110 000 000 820	Monthly membership fee
OLDN		WX	1 1099	MN UI Fund	11/13/2018	\$1,436.00	5290	E 01 010 203 000 000 280	Unemployment Insurance payment
OLDN		WX	1 1099	MN UI Fund	11/13/2018	(\$1,436.00)	5290	E 01 010 203 000 000 280	Wrong Amount
OLDN		WX	1 1099	MN UI Fund	11/30/2018	\$1,436.00	5290	E 01 010 203 000 000 280	Unemployment Insurance payment
OLDN		WX	1 1099	MN UI Fund	11/30/2018	(\$1,436.00)	5290	E 01 010 203 000 000 280	Wrong Amount
OLDN		WX	1 1014	Trusted Employees	11/15/2018	\$639.00	5296	E 01 005 110 000 000 305	Background checks
OLDN		WX	1 1027	Amazon.com	11/15/2018	\$329.80	5292	E 01 010 203 000 000 430	Copier paper
OLDN		WX	1 1027	Amazon.com	11/15/2018	\$47.96	5293	E 01 005 810 000 000 401	Door Stops
OLDN		WX	1 1027	Amazon.com	11/15/2018	\$29.99	5294	E 01 005 810 000 000 401	Bluetooth speaker replace the one stolen
OLDN		WX	1 1027	Amazon.com	11/15/2018	\$9.00	5295	E 01 010 203 000 000 430	White Board cleaner
OLDN		WX	1 1027	Amazon.com	11/15/2018	\$40.07	5297	E 01 010 203 000 000 401	Duct tape, scotch taper and batteries
OLDN		WX	1 1027	Amazon.com	11/15/2018	\$13.69	5299	E 01 005 107 000 000 401	Copy paper - orange fundraising
OLDN		WX	1 1027	Amazon.com	11/15/2018	\$207.24	5300	E 01 010 420 000 419 433	Tough Kid/Tool Box
OLDN		WX	1 1027	Amazon.com	11/15/2018	\$12.99	5302	E 01 010 420 000 419 401	Velcro dots
OLDN		WX	1 1030	Target	11/15/2018	\$17.89	5303	E 01 010 203 000 000 401	Laminator - grade 1
OLDN		WX	1 1219	Home Depot	11/15/2018	\$24.09	5301	E 01 005 810 000 000 401	Painting supplies
OLDN		WX	1 1493	Sherwin Williams	11/15/2018	\$35.43	5298	E 01 005 810 000 000 401	Paint - locker walls
OLDN		WX	1 1001	Public Employee Retirement Association	11/15/2018	\$1,190.86	5305	B 01 215 017	Payroll Deductions PERA
OLDN		WX	1 1002	Teachers Retirement Association	11/15/2018	\$7,597.83	5306	B 01 215 018	Payroll Deductions TRA
OLDN		WX	1 1003	Internal Revenue Service	11/15/2018	\$8,780.22	5307	B 01 215 010	Payroll Deductions FICA
OLDN		WX	1 1003	Internal Revenue Service	11/15/2018	\$4,340.55	5307	B 01 215 011	Payroll Deductions Fed Tax
OLDN		WX	1 1004	MN Department of Revenue Service	11/15/2018	\$2,161.93	5308	B 01 215 013	Payroll Deductions MN Tax
OLDN		WX	1 1128	AssociatedBank	11/15/2018	\$200.00	5309	B 01 215 022	Payroll Deductions - HSA
OLDN		WX	1 1417	VOYA	11/15/2018	\$75.00	5310	B 01 215 021	TSA
OLDN		WX	1 1012	U.S. Postal Service	11/27/2018	\$7.30	5333	E 01 005 110 000 000 329	Postage
OLDN		WX	1 1027	Amazon.com	11/27/2018	\$76.20	5330	E 01 010 203 000 000 401	Bar towels, storage containers
OLDN		WX	1 1027	Amazon.com	11/27/2018	\$9.99	5332	E 01 010 630 000 000 406	Ghandi Video - MS History
OLDN		WX	1 1027	Amazon.com	11/27/2018	\$34.03	5336	E 01 005 810 000 000 401	Key Tags for Lokc Box
OLDN		WX	1 1027	Amazon.com	11/27/2018	\$125.66	5338	E 01 010 203 000 000 430	Pacon Craft Supplies
OLDN		WX	1 1027	Amazon.com	11/27/2018	\$67.34	5342	E 01 010 203 000 000 430	Gold Paint/Poster Board - grade 1 art masks
OLDN		WX	1 1031	Sam's Club	11/27/2018	\$103.74	5335	E 01 010 203 000 000 401	Mandarin Oranges - Pizza Friday
OLDN		WX	1 1089	Learning A-Z	11/27/2018	\$199.95	5334	E 01 010 420 000 419 406	Learning A-Z License
OLDN		WX	1 1101	Papa John's	11/27/2018	\$327.49	5340	E 01 010 203 000 000 401	Pizza Friday Pizza
OLDN		WX	1 1101	Papa John's	11/27/2018	\$282.49	5341	E 01 010 203 000 000 401	Pizza Friday Pizza
OLDN		WX	1 1259	Costco	11/27/2018	\$24.57	5331	E 01 010 203 000 000 401	Lunch supplies - spoons

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 11/01/2018 - 11/30/2018

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN		WX	1 1366	Aldi	11/27/2018	\$2.49	5337	E 01 010 203 000 000 401	Pizza Friday supplies - Milk
OLDN		WX	1 1372	Teachers Pay Teachers	11/27/2018	\$19.20	5339	E 01 010 203 000 000 460	Morning Work Curriculum - Grade 1
OLDN		WX	1 1391	Alerus	11/30/2018	\$30.00	5350	E 01 005 110 000 000 305	Alerus Participant Fee
OLDN		WX	1 1441	Old National	11/30/2018	\$168.18	5349	E 01 005 110 000 000 305	Service Charge
OLDN		WX	1 1001	Public Employee Retirement Association	11/30/2018	\$1,520.80	5343	B 01 215 017	Payroll Deductions PERA
OLDN		WX	1 1002	Teachers Retirement Association	11/30/2018	\$7,576.25	5344	B 01 215 018	Payroll Deductions TRA
OLDN		WX	1 1003	Internal Revenue Service	11/30/2018	\$9,126.82	5345	B 01 215 010	Payroll Deductions FICA
OLDN		WX	1 1003	Internal Revenue Service	11/30/2018	\$4,466.91	5345	B 01 215 011	Payroll Deductions Fed Tax
OLDN		WX	1 1004	MN Department of Revenue Service	11/30/2018	\$2,231.63	5346	B 01 215 013	Payroll Deductions MN Tax
OLDN		WX	1 1128	AssociatedBank	11/30/2018	\$200.00	5347	B 01 215 022	Payroll Deductions - HSA
OLDN		WX	1 1417	VOYA	11/30/2018	\$75.00	5348	B 01 215 021	TSA
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$107.94	5354	E 01 010 203 000 000 430	Mosaic Tiles
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$87.00	5355	E 01 010 203 000 000 430	Coaster Tile Kits
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$59.98	5356	E 01 010 240 000 000 430	Folding trampolines
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$13.70	5352	E 01 010 420 000 740 433	Books: Coarline
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$25.26	5359	E 01 010 240 000 000 430	Twilr Jump Rope Set
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$22.36	5360	E 01 010 203 000 000 401	Binder Tabs
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$15.49	5362	E 01 010 203 000 000 401	Painters Tape
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$160.48	5363	E 01 005 108 000 000 465	Walkies
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$103.97	5363	E 01 010 203 000 000 430	Instructional Supplies- Book Rings, Cardstoc
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$26.95	5363	E 01 010 203 000 000 401	Non Instructional- Clips, Magnetic Strips
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$27.69	5363	E 01 010 720 000 000 401	Health Office- Bandaids
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$51.95	5363	E 01 005 810 000 000 401	Building- Clocks
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$11.95	5366	E 01 005 810 000 000 401	Spray Bottles
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$294.99	5370	E 01 005 810 000 000 401	Commercial Vacuum
OLDN		WX	1 1027	Amazon.com	11/30/2018	\$27.40	5371	E 01 010 203 000 000 401	Blnder Tabs
OLDN		WX	1 1032	Walmart	11/30/2018	\$36.14	5373	E 01 010 203 000 000 490	Lunch supplies
OLDN		WX	1 1032	Walmart	11/30/2018	\$12.68	5373	E 01 005 810 000 000 401	Cleaning supplies
OLDN		WX	1 1053	Core Knowledge Foundation	11/30/2018	\$204.40	5353	E 01 005 010 000 000 366	Books: Why Knowledge Matters
OLDN		WX	1 1141	Minnesota Music Educators Association	11/30/2018	\$131.00	5358	E 01 010 640 000 000 366	Staff development - E. Trites
OLDN		WX	1 1238	CPI INC	11/30/2018	\$114.00	5372	E 01 010 420 640 419 366	CPI Instituite Training Manuals
OLDN		WX	1 1259	Costco	11/30/2018	\$88.33	5351	E 01 010 203 000 000 401	Lunch supplies - cups & spoons
OLDN		WX	1 1259	Costco	11/30/2018	\$60.97	5351	E 01 010 203 000 000 490	Gogurt
OLDN		WX	1 1259	Costco	11/30/2018	(\$88.33)	5351	E 01 010 203 000 000 401	Wrong Amount
OLDN		WX	1 1259	Costco	11/30/2018	(\$60.97)	5351	E 01 010 203 000 000 490	Wrong Amount

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 11/01/2018 - 11/30/2018

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN		WX	1 1259	Costco	11/30/2018	\$88.33	5351	E 01 010 203 000 000 401	Lunch supplies - cups & spoons
OLDN		WX	1 1259	Costco	11/30/2018	\$60.97	5351	E 01 010 203 000 000 490	Gogurt
OLDN		WX	1 1259	Costco	11/30/2018	(\$88.33)	5351	E 01 010 203 000 000 401	Wrong Amount
OLDN		WX	1 1259	Costco	11/30/2018	(\$60.97)	5351	E 01 010 203 000 000 490	Wrong Amount
OLDN		WX	1 1321	Craigs List	11/30/2018	\$35.00	5374	E 01 005 107 000 000 305	Paraprofessional Position advertisting
OLDN		WX	1 1366	Aldi	11/30/2018	\$3.40	5367	E 01 010 203 000 000 490	Bread
OLDN		WX	1 1372	Teachers Pay Teachers	11/30/2018	\$18.25	5361	E 01 010 203 000 000 460	Math Task Cards and Brain Puzzles
OLDN		WX	1 1372	Teachers Pay Teachers	11/30/2018	\$12.96	5375	E 01 010 203 000 000 460	First Grade Morning Work
OLDN		WX	1 1374	Davannis	11/30/2018	\$53.62	5365	E 01 005 110 000 000 490	Pizza
OLDN		WX	1 1409	T-Mobile	11/30/2018	\$188.77	5364	E 01 005 110 000 000 320	Cell phone sevice
OLDN		WX	1 1441	Old National	11/30/2018	\$200.00	5368	R 01 005 000 000 000 096	Check returned Give to the Max Donation
OLDN		WX	1 1443	Sangoma	11/30/2018	\$34.67	5357	E 01 005 110 000 000 320	SipStation Subscription
OLDN		WX	1 1495	Carpenter Nature Center	11/30/2018	\$371.40	5369	E 01 010 203 000 000 369	Field Trip
OLDN		WX	1 1099	MN UI Fund	11/30/2018	\$1,321.00	5399	E 01 010 203 000 000 280	Unemployment Insurance payment
OLDN		WX	1 1259	Costco	11/30/2018	\$88.33	5400	E 01 010 203 000 000 401	Lunch supplies - cups & spoons
OLDN		WX	1 1259	Costco	11/30/2018	\$85.96	5400	E 01 010 203 000 000 490	Gogurt
Check Total:						\$56,777.05			
OLDN	5612	CH	1 1208	Abdo, Eick & Meyers LLP	11/08/2018	\$2,250.00	5249	E 01 005 110 000 000 305	FY17-18 Audit Services
Check Total:						\$2,250.00			
OLDN	5613	CH	1 1291	Booth Law Group, LLC	11/08/2018	\$621.00	5250	E 01 005 111 000 000 305	Legal Services 9/11-9/18/2018
OLDN	5613	CH	1 1291	Booth Law Group, LLC	11/08/2018	\$238.50	5251	E 01 005 111 000 000 305	Legal Services 9/17/18
Check Total:						\$859.50			
OLDN	5614	CH	1 1461	Gamino's Cleaning Company LLC	11/08/2018	\$2,600.00	5253	E 01 005 810 000 000 305	November janitorial services
Check Total:						\$2,600.00			
OLDN	5615	CH	1 1492	Hastings Co-Op Creamery	11/08/2018	\$297.00	5255	E 01 010 203 000 000 401	October milk
Check Total:						\$297.00			
OLDN	5616	CH	1 1054	Integrative Therapy, LLC.	11/08/2018	\$3,150.00	5257	E 01 010 420 000 740 394	OT: 10/8-10/21/2018 36hrs @\$87.50
Check Total:						\$3,150.00			
OLDN	5617	CH	1 1363	Jessica Erickson	11/08/2018	\$97.59	5258	E 01 010 203 000 000 430	Reim: Supplies for Gr 6-8 Cooking Class
Check Total:						\$97.59			
OLDN	5618	CH	1 1150	JR Computer Associates	11/08/2018	\$800.00	5259	E 01 005 605 000 000 315	November Tech Retainer
Check Total:						\$800.00			
OLDN	5619	CH	1 1402	Kathleen Nilles	11/08/2018	\$292.50	5256	E 01 010 420 000 740 394	Psychology Services: 8/29-10/1/2018 4.5hrs
Check Total:						\$292.50			

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 11/01/2018 - 11/30/2018

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN	5620	CH	1 1240	Keys to Communication	11/08/2018	\$1,381.25	5260	E 01 010 401 000 740 394	Speech: 10/16-10/25/2018 15.5hrs@\$85 1.5
Check Total:						\$1,381.25			
OLDN	5621	CH	1 1388	Lorena Alverado	11/08/2018	\$70.54	5261	E 01 010 203 000 000 430	Reim: Supplies for Dia De Los Muertos
Check Total:						\$70.54			
OLDN	5622	CH	1 1334	Mary Kelly	11/08/2018	\$3,760.00	5262	E 01 010 420 000 419 303	SPED Director Services 9/2-9/26/18 47hrs@
OLDN	5622	CH	1 1334	Mary Kelly	11/08/2018	\$4,480.00	5263	E 01 010 420 000 419 303	SPED Director Serices 10/1-10/31/2018 45h
Check Total:						\$8,240.00			
OLDN	5623	CH	1 1233	Reno Mothes	11/08/2018	\$770.00	5264	E 01 010 420 000 740 394	DAPE Services 10/1-10/31/18 14hrs@\$55
Check Total:						\$770.00			
OLDN	5624	CH	1 1241	Sheila Merzer	11/08/2018	\$875.00	5265	E 01 010 408 000 740 394	Autism Specialists: 10/22-10/26/18 7hrs@\$
OLDN	5624	CH	1 1241	Sheila Merzer	11/08/2018	\$687.50	5266	E 01 010 408 000 740 394	Autism Specialists: 10/29-10/30/2018 5.5hrs
Check Total:						\$1,562.50			
OLDN	5625	CH	1 1464	Steve Mertz	11/08/2018	\$1,600.00	5252	E 01 005 810 000 000 350	Paint Stripe in commons area
Check Total:						\$1,600.00			
OLDN	5626	CH	1 1474	Supplyworks	11/08/2018	\$218.96	5267	E 01 005 810 000 000 401	Janitorial and bathroom supplies
Check Total:						\$218.96			
OLDN	5627	CH	1 1098	Teachers on Call	11/08/2018	\$884.00	5268	E 01 010 203 000 000 305	Sub Teachers 10/22-10/26/2018
Check Total:						\$884.00			
OLDN	5628	CH	1 1214	The Hanover Insurance Group	11/08/2018	\$1,191.08	5254	E 01 005 940 000 000 340	Commercial Package Policy
Check Total:						\$1,191.08			
OLDN	5629	CH	1 1302	Toshiba Financial Services	11/08/2018	\$743.26	5269	E 01 010 605 000 000 580	Copier Leases and Overages
OLDN	5629	CH	1 1302	Toshiba Financial Services	11/08/2018	\$29.47	5269	E 01 010 605 000 000 581	Copier Leases and Overages
OLDN	5629	CH	1 1302	Toshiba Financial Services	11/08/2018	\$991.74	5269	E 01 010 203 000 000 401	Copier Leases and Overages
Check Total:						\$1,764.47			
OLDN	5630	CH	1 1369	BerganKDV Outsourced Services LLC	11/16/2018	\$4,838.00	5311	E 01 005 110 000 000 305	November Financial Mgmt and Accounting S
Check Total:						\$4,838.00			
OLDN	5631	CH	1 1291	Booth Law Group, LLC	11/16/2018	\$250.00	5312	E 01 005 640 000 316 366	Employment Law Training - Mortenson
Check Total:						\$250.00			
OLDN	5632	CH	1 1494	Flyte HCM LLC	11/16/2018	\$250.00	5313	E 01 005 110 000 000 305	FY18-19 Premium Only Plan Documentation
Check Total:						\$250.00			
OLDN	5633	CH	1 1336	Hennepin Healthcare	11/16/2018	\$208.00	5314	E 01 010 720 000 000 305	9/5/18 MVNA Nursing services
OLDN	5633	CH	1 1336	Hennepin Healthcare	11/16/2018	\$196.00	5315	E 01 010 720 000 000 305	9/5/18 MVNA Nursing services
Check Total:						\$404.00			

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 11/01/2018 - 11/30/2018

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN	5634	CH	1 1054	Integrative Therapy, LLC.	11/16/2018	\$2,165.63	5316	E 01 010 420 000 740 394	OT: 10/22-10/31/2018 24.75hrs@ \$87.50
Check Total:						\$2,165.63			
OLDN	5635	CH	1 1240	Keys to Communication	11/16/2018	\$2,210.00	5317	E 01 010 401 000 740 394	Speech: 10/30-11/9/2018 25hrs@ \$85 2hrs@
Check Total:						\$2,210.00			
OLDN	5636	CH	1 1457	MSB Holdings - Woodbury LLC	11/16/2018	\$36,651.13	5304	E 01 005 850 000 348 370	December Lease
OLDN	5636	CH	1 1457	MSB Holdings - Woodbury LLC	11/16/2018	\$767.00	5304	E 01 005 850 000 348 370	Insurance
OLDN	5636	CH	1 1457	MSB Holdings - Woodbury LLC	11/16/2018	\$5,384.67	5304	E 01 005 810 000 000 330	Utilities
OLDN	5636	CH	1 1457	MSB Holdings - Woodbury LLC	11/16/2018	\$3,735.00	5304	E 01 005 810 000 000 305	Janitorial
OLDN	5636	CH	1 1457	MSB Holdings - Woodbury LLC	11/16/2018	\$1,780.00	5304	E 01 005 810 000 000 350	R&M
OLDN	5636	CH	1 1457	MSB Holdings - Woodbury LLC	11/16/2018	\$12,202.96	5304	E 01 005 850 000 348 370	Taxes
OLDN	5636	CH	1 1457	MSB Holdings - Woodbury LLC	11/16/2018	\$947.29	5304	E 01 005 850 000 000 896	Special Assessments
Check Total:						\$61,468.05			
OLDN	5637	CH	1 1460	Rainbow Play Systems	11/16/2018	\$3,015.00	5318	E 04 005 505 000 000 530	Balance due for playground
OLDN	5637	CH	1 1460	Rainbow Play Systems	11/16/2018	\$8,264.00	5319	E 04 005 505 000 000 530	Recess play equipment - rubber borders and
Check Total:						\$11,279.00			
OLDN	5638	CH	1 1486	Salsbury Industries	11/16/2018	\$3,264.51	5320	E 01 005 810 000 000 530	Student Lockers - 8 Sets of 3
Check Total:						\$3,264.51			
OLDN	5639	CH	1 1116	Strategic Staffing Solutions	11/16/2018	\$1,137.50	5321	E 01 010 420 000 740 394	Psychologist: 10/5-10/26/2018 13hrs@ \$87.5
Check Total:						\$1,137.50			
OLDN	5640	CH	1 1098	Teachers on Call	11/16/2018	\$552.50	5322	E 01 010 203 000 000 305	GenEd
OLDN	5640	CH	1 1098	Teachers on Call	11/16/2018	\$221.00	5322	E 01 010 400 000 000 305	Non Licensed SPED
OLDN	5640	CH	1 1098	Teachers on Call	11/16/2018	\$187.00	5323	E 01 010 420 000 740 307	SPED Para
Check Total:						\$960.50			
OLDN	5641	CH	1 1064	HealthPartners - Group	11/27/2018	\$8,025.03	5324	B 01 215 008	December Medical
OLDN	5641	CH	1 1064	HealthPartners - Group	11/27/2018	\$978.14	5324	B 01 215 009	December Dental
Check Total:						\$9,003.17			
OLDN	5642	CH	1 1213	Image 360	11/27/2018	\$2,561.30	5325	E 01 005 810 000 000 530	Lettering Retrofit
Check Total:						\$2,561.30			
OLDN	5643	CH	1 1462	Monarch Bus Service Inc	11/27/2018	\$27,929.19	5326	E 01 005 760 000 720 360	Payment 5 of 10 Student Transportation
Check Total:						\$27,929.19			
OLDN	5644	CH	1 1097	Principal Life Insurance Company	11/27/2018	\$1,211.17	5327	B 01 215 007	12/1-12/31/2018 Life, AD&D
Check Total:						\$1,211.17			

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 11/01/2018 - 11/30/2018

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN	5645	CH	1 1241	Sheila Merzer	11/27/2018	\$187.50	5328	E 01 010 408 000 740 394	Autism Specialist: 1.5hrs @\$125 11/13/2018
						Check Total:	\$187.50		
OLDN	5646	CH	1 1098	Teachers on Call	11/27/2018	\$408.00	5329	E 01 010 203 000 000 305	Sub Teachers 11/12-11/16/2018
						Check Total:	\$408.00		
Bank OLDN Total:						<input type="text" value="\$214,333.96"/>			
Report Total:						<input type="text" value="\$214,333.96"/>			

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	
1434	4228	OLDN	CR1118														
FY19 School Deposit				1436	Credit	A	11/01/18	Check	1	1003	SCHOOL DEPOSIT						
							4228	R	01	005	000	000	000	050	FY19 Milk Sales	732.00	0.00
							4228	E	01	005	110	000	000	305	FY19 Background Checks	55.50	0.00
							4228	R	01	005	000	000	000	619	FY19 Planner Sales	10.00	0.00
							4228	B	01	115	000				FY19 MN School of Business	5,761.00	0.00
Receipt Total:														\$6,558.50	\$0.00		
Deposit Total:														\$6,558.50	\$0.00		
1435	4228	OLDN	CR1118														
FY19 School Deposit				1437	Credit	A	11/01/18	Check	1	1003	SCHOOL DEPOSIT						
							4228	R	01	005	000	000	000	050	FY19 Pizza Day Friday	1,211.50	0.00
Receipt Total:														\$1,211.50	\$0.00		
Deposit Total:														\$1,211.50	\$0.00		
1436	4228	OLDN	CR1118														
FY19 Carpenter In-House FT				1438	Credit	A	11/01/18	Check	1	1003	SCHOOL DEPOSIT						
							4228	R	01	005	000	000	000	050	FY19 Carpenter In-House FT	371.60	0.00
Receipt Total:														\$371.60	\$0.00		
Deposit Total:														\$371.60	\$0.00		
1437	4228	OLDN	CR1118														
FY19 Special Education				1439	Credit	A	11/01/18	Check	1	1001	MN DEPT OF EDUCATION						
							4228	R	01	005	000	000	419	400	FY19 Special Education	7,153.54	0.00
Receipt Total:														\$7,153.54	\$0.00		
Deposit Total:														\$7,153.54	\$0.00		
1439	4228	OLDN	CR1118														
FY19 Amazon Refund				1441	Credit	A	11/05/18	Check	1	M	Miscellaneous Customer						
							4228	E	01	010	420	000	419	433	FY19 Amazon Refund	210.97	0.00
Receipt Total:														\$210.97	\$0.00		
Deposit Total:														\$210.97	\$0.00		
1440	4228	OLDN	CR1118														
FY19 GiveMN Mighty Cause Dona				1442	Credit	A	11/09/18	Check	1	M	Miscellaneous Customer						
							4228	R	01	005	000	000	000	096	FY19 GiveMN Mighty Cause	610.00	0.00
Receipt Total:														\$610.00	\$0.00		
Deposit Total:														\$610.00	\$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
1441	4228	OLDN	CR1118													
FY19 IDEAS				1443	Credit	A	11/15/18	Check	1	1001	MN DEPT OF EDUCATION					
							4228	R	01	005	000	000	000	211		FY19 General Education Aid
															106,292.77	0.00
														Receipt Total:	\$106,292.77	\$0.00
														Deposit Total:	\$106,292.77	\$0.00
1442	4228	OLDN	CR1118													
FY19 Amazon Refund				1444	Credit	A	11/15/18	Check	1	M	Miscellaneous Customer					
							4228	E	01	010	203	000	000	430		FY19 Amazon Refund
															32.98	0.00
														Receipt Total:	\$32.98	\$0.00
														Deposit Total:	\$32.98	\$0.00
1443	4228	OLDN	CR1118													
FY19 IDEAS				1445	Credit	A	11/30/18	Check	1	1001	MN DEPT OF EDUCATION					
							4228	B	01	121	000					FY18 General Education Char
							4228	R	01	005	000	000	000	211		FY19 General Education Aid
							4228	R	01	005	000	000	740	360		FY19 Special Education
							4228	R	01	005	000	000	000	212		FY19 Literacy Incentive Aid
															246.74	0.00
															78,465.59	0.00
															58,045.32	0.00
															7,075.34	0.00
														Receipt Total:	\$143,832.99	\$0.00
														Deposit Total:	\$143,832.99	\$0.00
1445	4228	OLDN	CR1118													
FY19 Interest				1446	Credit	A	11/30/18	Check	1	1006	Old National					
							4228	R	01	005	000	000	000	092		FY19 Interest Earnings
															9.71	0.00
														Receipt Total:	\$9.71	\$0.00
														Deposit Total:	\$9.71	\$0.00
1446	4228	OLDN	CR1118													
FY19 Pizza Friday				1447	Credit	A	11/20/18	Check	1	1003	SCHOOL DEPOSIT					
							4228	R	01	005	000	000	000	050		FY19 Pizza Friday
															1,199.50	0.00
														Receipt Total:	\$1,199.50	\$0.00
														Deposit Total:	\$1,199.50	\$0.00
1447	4228	OLDN	CR1118													
FY19 School Deposit				1448	Credit	A	11/20/18	Check	1	M	Miscellaneous Customer					
							4228	R	01	005	000	000	000	050		FY19 Milk Sales
							4228	R	01	005	000	000	000	621		FY19 Planner Sales
															436.50	0.00
															5.00	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
1447	4228	OLDN	CR1118													
FY19 School Deposit				1448	Credit	A	11/20/18	Check	1	M						
							4228	R	01	005	000	000	000	096		
										Miscellaneous Customer						
										FY19 Give to the Max					1,430.38	0.00
Receipt Total:														\$1,871.88	\$0.00	
Deposit Total:														\$1,871.88	\$0.00	
1448	4228	OLDN	CR1118													
FY19 GiveMN Mighty Cause				1449	Credit	A	11/26/18	Check	1	M						
							4228	R	01	005	000	000	000	096		
										Miscellaneous Customer						
										FY19 GiveMN Mighty Cause					4,395.46	0.00
Receipt Total:														\$4,395.46	\$0.00	
Deposit Total:														\$4,395.46	\$0.00	
Report Total:														\$273,751.40	\$0.00	

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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Woodbury Leadership Academy
Woodbury, MN
District 4228

Financial Statements

December 2018



 **bergankDV**
CPAS | ADVISORS

Prepared by:
Judith Darling, CPA
Finance Manager

**Woodbury Leadership Academy
Woodbury, Minnesota
December 2018 Financial Statements**

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Cash Receipts	
Journal Entries	

**Woodbury Leadership Academy
Woodbury, Minnesota
December 2018 Financial Statements**

Executive Summary

Balance Sheet

The beginning balances shown on the Balance Sheet are based on the preliminary actual ending information as of June 30, 2018 while the ending balances reflect the YTD balances.

Cash and Investments represent the amount of cash available to use for the operations of our school.

Accounts Receivable are amounts owed to the school by an outside vendor or parent.

PY State Aid Receivable represents the amount that the State owes the School for the prior year. This is directly related to the holdback. The majority of this will be repaid by the state to the school during August, September, and October of 2018. If this amount is negative, this indicates that the State has paid the School more than anticipated for the previous year.

CY State Aid Receivable/ (Deferred Revenue) represents the estimated amount that the State owes the School for the current fiscal year. If this amount is negative that indicates that the State has overpaid the school at this point in time.

Federal Aids Receivable represents the amount of federal funds that are owed to the School at this point in time.

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 as well as Payroll Deductions and Contributions relate to salaries and benefits owed as of June 30th but will not be paid until after July. This primarily consists of the “summer paychecks” and related benefits for the teachers. Payroll Deductions and Contributions may have a debit balance at month end due to the timing of payments to the vendors.

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

The Line of Credit Payable is the amount we owe on the line of credit as of month end. At this time, we do not have a line of credit available to us.

Summary of Key Indicators

- Our enrollment at the end of December was 392. This is a decrease of 5 students from the prior month but several of these students are on an extended break and we expect them to re-enroll within the next month.
- Cash flow is healthy at \$566K.
- We are on target to meet our budget.

Other Items

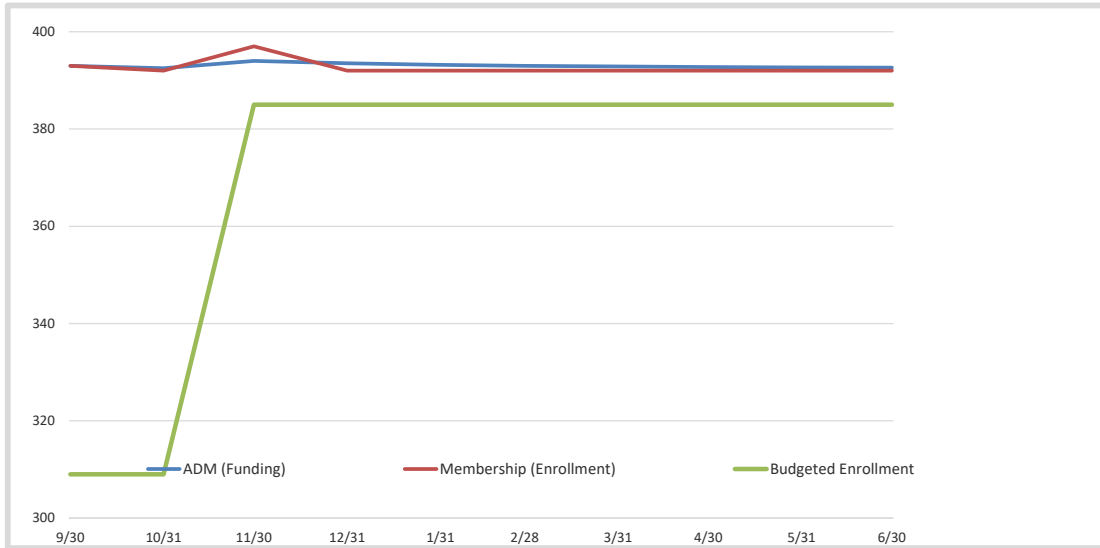
- We will be working on the 990 tax return in December and January.
- A draft line of credit application has been submitted to Propel Nonprofits. The application will be reviewed. The board will need to approve the line of credit prior to finalizing all the documents.
- MDE has approved our lease aid application although not for the full amount requested. We are asking MDE to reconsider their position.

Supplemental Information for December 2018

Reports are provided that show the checks that were written, receipts that were posted, and journal entry transactions that were recorded during December 2018.

Please feel free to contact Judith Darling at judith.darling@berganKDV.com or 952-563-6889 should you have questions related to the financial statements.

**Woodbury Leadership Academy
Woodbury, Minnesota
Attendance / Enrollment Report
2018-2019**



Average Daily Membership (ADM)											
Grade	9/30	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/30	6/30	
K	59	59	59	59	59	59	59	59	58	58	
1	67	67	66	66	66	66	66	66	66	66	
2	66	66	66	65	65	65	65	65	65	65	
3	67	67	67	66	66	65	65	65	65	65	
4	56	56	57	57	57	57	57	57	57	57	
5	37	37	37	38	38	38	38	38	38	38	
6	21	21	21	21	21	21	21	21	21	21	
7	14	14	14	15	15	15	15	15	15	15	
8	6	6	7	7	7	8	8	8	8	8	
GRAND TOTAL	393	393	394	394	393	393	393	393	393	393	

Membership (Enrollment) as of:											
Grade	9/30	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/30	6/5	
K	59	59	60	58	58	58	58	58	58	58	
1	67	66	66	66	66	66	66	66	66	66	
2	66	66	65	64	64	64	64	64	64	64	
3	67	67	66	64	64	64	64	64	64	64	
4	56	56	58	57	57	57	57	57	57	57	
5	37	37	37	39	39	39	39	39	39	39	
6	21	21	21	21	21	21	21	21	21	21	
7	14	14	15	15	15	15	15	15	15	15	
8	6	6	9	8	8	8	8	8	8	8	
GRAND TOTAL	393	392	397	392	392	392	392	392	392	392	

Budgeted Enrollments as of:											
Grade	9/30	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/30	6/5	
K	60	60	60	60	60	60	60	60	60	60	
1	57	57	66	66	66	66	66	66	66	66	
2	53	53	66	66	66	66	66	66	66	66	
3	53	53	66	66	66	66	66	66	66	66	
4	35	35	54	54	54	54	54	54	54	54	
5	25	25	35	35	35	35	35	35	35	35	
6	13	13	19	19	19	19	19	19	19	19	
7	5	5	14	14	14	14	14	14	14	14	
8	8	8	5	5	5	5	5	5	5	5	
GRAND TOTAL	309	309	385	385	385	385	385	385	385	385	

Note: Enrollment figures are based upon information provided by the school.

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, Minnesota
Balance Sheet
December 31, 2018

	Balance July 1, 2018	Balance December 31, 2018
Assets		
Current Assets		
Cash and Investments	\$ 395,300	\$ 566,468
Accounts Receivable	-	-
PY State Aid Receivable	-	2,810
CY State Aid Receivable/(Deferred Rev)	289,306	87,199
Federal Aids Receivable	9,670	-
Prepaid Expenses and Deposits	10,031	51,700
Total Assets	\$ 704,307	\$ 708,177
Liabilities and Fund Balance		
Current Liabilities		
Salaries and Wages Payable	\$ 59,282	\$ 35,655
Line of Credit Payable /Loan Payable	-	-
Accounts Payable	39,202	80,563
Payroll Deductions and Contributions	46,589	19,442
Deferred Revenue	-	-
Total Current Liabilities	145,073	135,660
Fund Balance		
Fund Balance 7-1-2018	559,234	559,234
Net Income To Date	-	13,283
Total Fund Balance	559,234	572,517
Total Liabilities and Fund Balance	\$ 704,307	\$ 708,177

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, Minnesota
Statement of Revenues and Expenditures
December 31, 2018**

	388.80		50%	
	FY 2018	FY 2019	December 2018	
	Actual	Revised Budget	YTD	
	259 ADM	385 ADM	Activity	
			Percent of Revised Budget	
General Fund - 01				
Revenues				
State Revenues				
General Education Aid	\$ 1,705,086	\$ 2,700,011	\$ 1,464,878	54.3%
Literacy Aid	25,956	25,956	7,075	27.3%
Charter School Lease Aid	14,386	510,721	-	0.0%
Long-Term Facilities Maintenance Revenue	21,856	51,322	-	0.0%
Special Education Aid	189,346	294,890	58,045	19.7%
PY Over/Under Accrual	19,104	-	-	-
Endowment Aid	9,394	10,028	5,006	49.9%
CY Estimated State Aid Receivable/(Deferred Rev)	-	-	87,199	-
Total State Revenues	1,985,128	3,592,928	1,622,205	45.1%
	1,985,128	3,592,928	1,622,205	
Federal Revenues				
Federal Special Education Aid	41,667	25,302	7,154	28.3%
Federal CEIS Program	1,176	8,151	-	0.0%
PBIS Individuals with Disabilities Grant	6	-	-	-
Title I and II	5,025	8,578	-	0.0%
Total Federal Revenues	47,874	42,031	7,154	17.0%
	47,874	42,031	7,154	
Local Revenues				
Interest Earnings	178	100	57	57.2%
Donations and Grants	21,928	250	313	125.3%
Give to the Max (course 200)	2,740	-	6,291	-
Fees from Students (Field Trip, Milk Sales, Pizza Friday, Other)	17,367	23,300	15,262	65.5%
Miscellaneous Revenues	9,140	2,000	1,092	54.6%
Sale of Merchandise/Fundraising - Net	414	-	1,515	-
Total Local Revenues	51,767	25,650	24,530	95.6%
	51,767	25,650	24,530	
Total Revenues	\$ 2,084,769	\$ 3,660,609	\$ 1,653,888	45.2%
		3,660,609		

Expenditures

Woodbury Leadership Academy
Woodbury, Minnesota
Statement of Revenues and Expenditures
December 31, 2018

	388.80		50%
	FY 2018	FY 2019	December 2018
	Actual	Revised Budget	YTD
	259 ADM	385 ADM	Activity
			Percent of
			Revised
			Budget
100's Salaries	\$ 821,446	\$ 1,230,624	\$ 512,088 41.6%
200's Benefits	196,231	335,785	149,575 44.5%
305 Contracted Services	447,224	277,900	100,488 36.2%
315 Technology Services	15,153	17,730	8,830 49.8%
320 Communications Services	19,719	7,890	3,133 39.7%
329 Postage	893	2,500	1,105 44.2%
330 Utilities	119,360	69,810	32,308 46.3%
340 Property and Liability Insurance	8,960	13,639	10,103 74.1%
350 Repairs and Maintenance	53,303	44,630	24,811 55.6%
360 Student Transportation	-	323,852	167,575 51.7%
360 Transportation for Field Trips	5,494	7,700	2,592 33.7%
366 Travel, Conferences, and Staff Training	16,638	15,000	8,666 57.8%
369 Field Trips / Registration Fees	7,065	7,700	5,138 66.7%
370 Building Lease	16,033	567,468	302,560 53.3%
370 Other Rentals and Operating Leases	42,482	5,808	304 5.2%
380 Computer and Tech Related Hardware Rental	9,273	9,285	3,864 41.6%
401 Supplies - Non Instructional (455/465 NI Tech Supplies)	20,751	29,500	19,430 65.9%
401 Maintenance Supplies	1,515	23,000	6,905 30.0%
405 Non-Instructional Software and Licensing	9,887	10,350	5,979 57.8%
406 Instructional Software	2,201	7,500	1,882 25.1%
430 Instructional Supplies (456/466 Inst.Tech Supplies)	7,391	26,000	13,614 52.4%
460 Textbooks and Workbooks	18,242	30,000	26,820 89.4%
461 Standardized Tests	3,104	7,000	3,621 51.7%
470 Media/Library Resources	-	2,000	- 0.0%
490 Food Purchased	2,334	3,700	2,968 80.2%
520 Building Improvement	-	20,246	12,813 63.3%
530 Furniture and Other Equipment	-	35,252	35,883 101.8%
555 Technology Equipment	1,799	7,500	- 0.0%
556 Instructional Technology Equipment	-	25,500	- 0.0%
740 Interest Expense	-	-	- -
820 Dues and Memberships, Fees	28,130	30,530	2,595 8.5%
896 Special Assessments	-	-	- -
State Special Ed Expenditures	201,432	317,086	118,758 37.5%

Woodbury Leadership Academy
Woodbury, Minnesota
Statement of Revenues and Expenditures
December 31, 2018

	388.80		50%	
	FY 2018	FY 2019	December 2018	
	Actual	Revised Budget	YTD	
	259 ADM	385 ADM	Activity	
			Percent of	
			Revised	
			Budget	
Federal Special Education Program, CEIS, PSI	42,843	33,454	22,770	68.1%
PBIS Individuals with Disabilities Grant	6	-	-	-
Title I and II	5,025	8,578	3,000	35.0%
Directors Discretionary Fund	-	7,500	-	0.0%
Subtotal Expenditures	2,123,936	3,562,016	1,610,177	45.2%
	2,123,936	3,562,016	1,610,177	
Transfers to Other Funds	-	-	-	-
Total Expenditures	\$ 2,123,936	\$ 3,562,016	\$ 1,610,177	45.2%
General Fund Net Income	\$ (39,168)	\$ 98,594	\$ 43,711	
Beginning Fund Balance, General Fund, July 1	475,231	436,063	436,063	
Projected Fund Balance, General Fund, June 30	\$ 436,063	\$ 534,657	\$ 479,774	
	20.5%	15.0%		

Woodbury Leadership Academy
Woodbury, Minnesota
Statement of Revenues and Expenditures
December 31, 2018

	FY 2018 Actual 259 ADM	388.80 FY 2019 Revised Budget 385 ADM	December 2018 YTD Activity	50% Percent of Revised Budget
Fund 04 Program				
Revenues				
050 Registration Revenue	\$ 1,720	\$ 2,100	\$ -	0.0%
Total Revenues	\$ 1,720	\$ 2,100	\$ -	0.0%
Expenditures				
Purchased Services	\$ 3,410	\$ 2,100	\$ -	0.0%
Supplies and Materials, Snacks	2,198	-	-	-
Equipment	-	30,430	30,428	100.0%
Dues and Memberships	-	-	-	-
Total Expenditures	\$ 5,607	\$ 32,530	\$ 30,428	93.5%
Community Services Fund Net Income	\$ (3,887)	\$ (30,430)	\$ (30,428)	
Beginning Fund Balance, Fund 04, July 1	127,058	123,171	123,171	
Projected Fund Balance, Fund 04, June 30	\$ 123,171	\$ 92,741	\$ 92,743	

Woodbury Leadership Academy
Woodbury, Minnesota
Statement of Revenues and Expenditures
December 31, 2018

	FY 2018 Actual 259 ADM	388.80 FY 2019 Revised Budget 385 ADM	December 2018 YTD Activity	50% Percent of Revised Budget
Total All Funds				
Revenues				
State Revenues	\$ 1,985,128	\$ 3,592,928	\$ 1,622,205	45.1%
Federal Revenues	47,874	42,031	7,154	17.0%
Local Revenues	53,487	27,750	24,530	88.4%
Transfer In	-	-	-	-
Total Revenues	\$ 2,086,489	\$ 3,662,709	\$ 1,653,888	45.2%
	2,086,489	3,662,709	1,653,888	
Expenditures				
Salaries and Wages	\$ 821,446	\$ 1,230,624	\$ 512,088	41.6%
Employee Benefits	196,231	335,785	149,575	44.5%
Purchased Services	765,008	1,373,011	671,475	48.9%
Supplies and Materials	67,622	139,050	81,219	58.4%
Equipment	1,799	118,929	79,124	66.5%
Other (Fundraising, Special Ed, Dues, etc.)	277,436	397,147	147,124	37.0%
Total Expenditures	\$ 2,129,544	\$ 3,594,546	\$ 1,640,605	45.6%
	2,129,544	3,594,546	1,640,605	
Total Revenues All Funds	\$ 2,086,489	\$ 3,662,709	\$ 1,653,888	45.2%
Total Expenditures All Funds	\$ 2,129,544	\$ 3,594,546	\$ 1,640,605	45.6%
Net Income - All Funds	\$ (43,055)	\$ 68,164	\$ 13,283	
	(43,055)	68,164	13,283	
Beginning Fund Balance, All Funds, July 1	602,289	559,234	559,234	
Projected Fund Balance, All Funds, June 30	\$ 559,234	\$ 627,398	\$ 572,517	
	559,234	627,398	572,517	

Management has elected to omit substantially all disclosures, government-wide financial statements, and required supplementary information. No CPA provides assurance on these financial statements.

**Woodbury Leadership Academy
Cash Flow Projection Summary
2018-2019**

Period Ending	Cash Inflows (Revenues)					Cash Outflows (Expenditures)			Cash Balance
	State Aid Payments	Federal Aid Payments	Other Receipts*	Prior Year State & Federal Holdback	Total Receipts	Salaries** (Cash flow budgeted at Gross but updated at Net)	Other Expenses*** Actual Includes Benefits (Tax Payments, PERA, TRA) and AP	Total Expenses	
								<i>Beginning Balance</i>	\$ 395,300
Jul 31	\$ 174,716	\$ -	\$ 807	\$ -	\$ 175,523	\$ 49,047	\$ 140,740	\$ 189,787	\$ 381,036
Aug 31	174,529	-	807	163,105	338,441	57,800	257,624	315,424	404,053
Sept 30	209,405	-	1,099	76,796	287,300	80,167	263,507	343,674	347,679
Oct 31	295,934	-	12,012	56,019	363,965	85,216	257,172	342,387	369,257
Nov 30	249,879	7,154	16,472	247	273,751	85,674	214,334	300,008	343,000
Dec 31	430,543	-	5,092	-	435,634	87,317	124,849	212,166	566,468
Jan 31	283,105	5,813		2,810	291,728	87,317	227,866	315,183	543,013
Feb 28	283,105	5,813			288,918	87,317	227,866	315,183	516,748
Mar 31	283,105	5,813			288,918	87,317	227,866	315,183	490,482
Apr 30	283,105	5,813			288,918	87,317	227,866	315,183	464,217
May 31	283,105	5,813			288,918	87,317	227,866	315,183	437,952
June 30	283,105	5,813			288,918	87,317	227,866	315,183	411,687
Projected	3,233,635	42,031	36,289	298,977	3,610,933	969,124	2,625,422	3,594,546	
	3,233,635	42,031	27,750	298,977	3,602,393			3,594,546	
	-	-	(8,539)	(0)	(8,539)			3,594,546	
Totals	3,233,635	42,031	36,289	298,977	3,610,933	969,124	2,625,422	3,594,546	411,687

Assumptions: 10% State Aid Holdback

This cash flow projection is to be used only to show that if we follow our 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.

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
District 4228

Supplemental Information

December 2018



Prepared by:
Judith Darling, CPA
Finance Manager

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 12/01/2018 - 12/31/2018

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN		WX	1 1001	Public Employee Retirement Association	12/14/2018	\$1,466.89	5402	B 01 215 017	Payroll Deductions PERA
OLDN		WX	1 1002	Teachers Retirement Association	12/14/2018	\$7,762.29	5403	B 01 215 018	Payroll Deductions TRA
OLDN		WX	1 1003	Internal Revenue Service	12/14/2018	\$9,218.26	5404	B 01 215 010	Payroll Deductions FICA
OLDN		WX	1 1003	Internal Revenue Service	12/14/2018	\$4,549.48	5404	B 01 215 011	Payroll Deductions Fed Tax
OLDN		WX	1 1004	MN Department of Revenue Service	12/14/2018	\$2,277.56	5405	B 01 215 013	Payroll Deductions MN Tax
OLDN		WX	1 1128	AssociatedBank	12/14/2018	\$200.00	5406	B 01 215 022	Payroll Deductions - HSA
OLDN		WX	1 1417	VOYA	12/14/2018	\$75.00	5407	B 01 215 021	TSA
OLDN		WX	1 1027	Amazon.com	12/27/2018	\$129.82	5428	E 01 010 203 000 000 430	Athletic flexibility tester - PE
OLDN		WX	1 1027	Amazon.com	12/27/2018	\$24.49	5429	E 01 010 203 000 000 430	Carpet Markers - PE
OLDN		WX	1 1027	Amazon.com	12/27/2018	\$10.62	5430	E 01 010 203 000 000 430	Colored Copier paper
OLDN		WX	1 1027	Amazon.com	12/27/2018	\$441.36	5431	E 01 010 630 000 000 456	iPad mini case -24
OLDN		WX	1 1027	Amazon.com	12/27/2018	\$329.80	5441	E 01 010 203 000 000 430	Copier paper
OLDN		WX	1 1027	Amazon.com	12/27/2018	\$91.50	5442	E 01 010 203 000 000 401	Office supplies and colored paper
OLDN		WX	1 1027	Amazon.com	12/27/2018	\$74.89	5442	E 01 010 203 000 000 430	Office supplies and colored paper
OLDN		WX	1 1027	Amazon.com	12/27/2018	\$26.40	5443	E 01 010 720 000 000 401	Band-aids
OLDN		WX	1 1027	Amazon.com	12/27/2018	\$22.36	5444	E 01 010 203 000 000 401	Binder tabs dividers - curriculum mapping
OLDN		WX	1 1027	Amazon.com	12/27/2018	\$2.17	5446	E 01 010 720 000 000 401	Tweezers
OLDN		WX	1 1027	Amazon.com	12/27/2018	\$167.19	5447	E 01 010 203 000 000 430	Foam bowling balls - PE
OLDN		WX	1 1027	Amazon.com	12/27/2018	\$25.33	5449	E 01 005 110 000 000 401	File Organizers - Dean
OLDN		WX	1 1047	MN Association of Charter Schools	12/27/2018	\$398.78	5450	E 01 005 110 000 000 820	Monthly membership fee
OLDN		WX	1 1143	Cub Foods	12/27/2018	\$41.73	5433	E 01 010 203 000 000 401	Supplies - Cookies and Cocca
OLDN		WX	1 1143	Cub Foods	12/27/2018	\$46.53	5439	E 01 010 201 000 000 430	Gingerbread house art supplies
OLDN		WX	1 1219	Home Depot	12/27/2018	\$15.98	5434	E 01 010 203 000 000 430	Tiles - Grade 3 Art supplies
OLDN		WX	1 1259	Costco	12/27/2018	\$49.75	5432	E 01 010 420 000 419 401	Postage, membership renewal, supplies - co
OLDN		WX	1 1259	Costco	12/27/2018	\$120.00	5432	E 01 005 110 000 000 820	Postage, membership renewal, supplies - co
OLDN		WX	1 1259	Costco	12/27/2018	\$53.93	5432	E 01 010 203 000 000 401	Postage, membership renewal, supplies - co
OLDN		WX	1 1259	Costco	12/27/2018	\$5.99	5438	E 01 010 203 000 000 401	Dairy Free popcorn - school movie event
OLDN		WX	1 1391	Alerus	12/27/2018	\$30.00	5451	E 01 005 110 000 000 305	Alerus Participant Fee
OLDN		WX	1 1419	Menards	12/27/2018	\$47.36	5437	E 01 005 810 000 000 401	Florescent bulbs, cleaning supplies
OLDN		WX	1 1419	Menards	12/27/2018	\$20.00	5445	E 01 010 203 000 000 401	Hot Cocoa, cookies/Ice chipper, ice melt spre
OLDN		WX	1 1419	Menards	12/27/2018	\$29.96	5445	E 01 005 810 000 000 401	Hot Cocoa, cookies/Ice chipper, ice melt spre
OLDN		WX	1 1419	Menards	12/27/2018	(\$46.73)	5445	R 01 005 000 000 000 099	Rebate Earned - used to pay
OLDN		WX	1 1440	US Games	12/27/2018	\$547.44	5435	E 01 010 203 000 000 430	Training Mats, hula hoops, tug-o-war
OLDN		WX	1 1440	US Games	12/27/2018	\$174.77	5436	E 01 010 203 000 000 430	Plastic Bats and softballs - PE
OLDN		WX	1 1498	Olive Garden	12/27/2018	\$695.57	5440	E 01 005 110 000 000 490	Staff Lunch Outing

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 12/01/2018 - 12/31/2018

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN		WX	1 1499	MN Council of Nonprofits	12/27/2018	\$159.00	5448	E 01 005 107 000 000 305	EA job posting
OLDN		WX	1 1001	Public Employee Retirement Association	12/31/2018	\$1,446.74	5452	B 01 215 017	Payroll Deductions PERA
OLDN		WX	1 1002	Teachers Retirement Association	12/31/2018	\$7,590.28	5453	B 01 215 018	Payroll Deductions TRA
OLDN		WX	1 1003	Internal Revenue Service	12/31/2018	\$9,023.78	5454	B 01 215 010	Payroll Deductions FICA
OLDN		WX	1 1003	Internal Revenue Service	12/31/2018	\$4,384.85	5454	B 01 215 011	Payroll Deductions Fed Tax
OLDN		WX	1 1004	MN Department of Revenue Service	12/31/2018	\$2,186.36	5455	B 01 215 013	Payroll Deductions MN Tax
OLDN		WX	1 1128	AssociatedBank	12/31/2018	\$200.00	5456	B 01 215 022	Payroll Deductions - HSA
OLDN		WX	1 1417	VOYA	12/31/2018	\$75.00	5457	B 01 215 021	TSA
OLDN		WX	1 1441	Old National	12/31/2018	\$145.52	5458	E 01 005 110 000 000 305	Service Charge
OLDN		WX	1 1015	Amplify Education, Inc.	12/31/2018	\$145.80	5462	E 01 010 203 000 000 460	CKLA - teacher guide grade 4
OLDN		WX	1 1019	USPS	12/31/2018	\$4.45	5475	E 01 005 110 000 000 329	Postage
OLDN		WX	1 1022	Staples Advantage	12/31/2018	\$11.77	5470	E 01 010 203 000 000 430	Certificate paper - art door decorating awards
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$13.99	5459	E 01 010 203 000 000 430	Hot glue sticks - art project
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$7.89	5463	E 01 010 203 000 000 430	Foam snowflakes -art project grade 1
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$199.03	5464	E 01 010 203 000 000 460	Math curriculum files.folders -grade 2
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$197.88	5465	E 01 010 203 000 000 430	Copier paper
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$4.49	5469	E 01 010 203 000 000 430	Mix it up day supplies - play doh
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$11.99	5469	E 01 010 720 000 000 401	Gauze pads for health office
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$9.03	5472	E 01 010 203 000 000 430	Mix it up day supplies - shrinky dinks
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$7.91	5473	E 01 010 203 000 000 430	Mix it up day supplies - origami paper
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$6.18	5474	E 01 010 203 000 000 430	Mix it up day supplies - ball puzzles
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$27.36	5477	E 01 010 630 000 000 456	Projector bulbs
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$10.95	5479	E 01 010 203 000 000 430	Mix it up day supplies - white paper bags
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$10.95	5480	E 01 010 203 000 000 430	Mix it up day supplies - white paper bags
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$293.00	5482	E 01 005 110 000 000 401	Toner - Office Manager
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$29.66	5484	E 01 010 203 000 000 430	Science Electricity circuit supplies - grade 4
OLDN		WX	1 1030	Target	12/31/2018	\$7.98	5481	E 01 010 203 000 000 430	Mix it up day supplies - frisbees
OLDN		WX	1 1032	Walmart	12/31/2018	\$5.92	5490	E 01 010 203 000 000 430	Spanish-Mexican Flag art project tissue pap
OLDN		WX	1 1032	Walmart	12/31/2018	\$56.10	5466	E 01 010 203 000 000 401	Snowman art project - grade 4
OLDN		WX	1 1032	Walmart	12/31/2018	\$26.36	5466	E 01 010 203 000 000 430	Mit it up day supplies
OLDN		WX	1 1032	Walmart	12/31/2018	\$43.82	5467	E 01 010 203 000 000 430	Cookies, candy canes, art door decorating
OLDN		WX	1 1032	Walmart	12/31/2018	\$16.56	5483	E 01 010 203 000 000 430	Mix it up day supplies - gym games
OLDN		WX	1 1032	Walmart	12/31/2018	\$13.94	5483	E 01 005 110 000 000 401	Christmas Cards
OLDN		WX	1 1101	Papa John's	12/31/2018	\$67.49	5476	E 01 010 203 000 000 490	Pizza party for art door decorating awards
OLDN		WX	1 1101	Papa John's	12/31/2018	\$23.49	5478	E 01 010 203 000 000 490	Pizza Party - art door decorating awards

WOODBURY LEADERSHIP ACADEMY

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Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN		WX	1 1101	Papa John's	12/31/2018	\$331.49	5488	E 01 010 203 000 000 490	Pizza - Pizza Friday
OLDN		WX	1 1101	Papa John's	12/31/2018	\$313.49	5489	E 01 010 203 000 000 490	Pizza - Pizza Friday
OLDN		WX	1 1143	Cub Foods	12/31/2018	\$4.49	5487	E 01 010 203 000 000 430	Mix it up day supplies - ice
OLDN		WX	1 1259	Costco	12/31/2018	\$16.89	5486	E 01 010 203 000 000 430	Supplies - snowman art project - grade 4
OLDN		WX	1 1259	Costco	12/31/2018	\$12.57	5486	E 01 010 203 000 000 430	Mix it up day supplies
OLDN		WX	1 1259	Costco	12/31/2018	\$29.78	5486	E 01 010 203 000 000 401	Spoons - lunch
OLDN		WX	1 1366	Aldi	12/31/2018	\$3.56	5461	E 01 010 203 000 000 490	Bread - forgotten lunches
OLDN		WX	1 1366	Aldi	12/31/2018	\$22.10	5468	E 01 010 203 000 000 430	Mix it up day supplies
OLDN		WX	1 1366	Aldi	12/31/2018	\$10.26	5471	E 01 010 203 000 000 490	Forgotten lunch supplies - yogurt and apples
OLDN		WX	1 1372	Teachers Pay Teachers	12/31/2018	\$6.50	5460	E 01 010 203 000 000 430	Mix it up day - holiday escape room
OLDN		WX	1 1409	T-Mobile	12/31/2018	\$189.49	5485	E 01 005 110 000 000 320	11/2-12/1/2018 cell phone - ED and Dean
OLDN		WX	1 1366	Aldi	12/31/2018	\$8.00	5502	E 01 010 203 000 000 430	Cookie Sheets for magnetic letters
OLDN		WX	1 1443	Sangoma	12/31/2018	\$34.28	5501	E 01 005 110 000 000 320	12/28-1/27/2019 SipStation Subscription
OLDN		WX	1 1501	EasyKeys.com	12/31/2018	\$15.82	5500	E 01 010 720 000 000 401	Health Office Keys
OLDN		WX	1 1027	Amazon.com	12/31/2018	\$5.44	5503	E 01 010 630 000 000 456	Voice Amplifier - extended warranty
Check Total:						\$56,596.15			
OLDN	5647	CH	1 1291	Booth Law Group, LLC	12/10/2018	\$397.50	5376	E 01 005 111 000 000 305	Legal services-Oct: General matters
Check Total:						\$397.50			
OLDN	5648	CH	1 1291	Booth Law Group, LLC	12/10/2018	\$132.50	5377	E 01 005 111 000 000 305	Legal services-Oct: OCR complaint 05-17-10
Check Total:						\$132.50			
OLDN	5649	CH	1 1497	Brian Ingvalson and Associates	12/10/2018	\$500.00	5397	E 01 005 110 000 000 305	Grant Management Services
Check Total:						\$500.00			
OLDN	5650	CH	1 1481	Comcast	12/10/2018	\$390.92	5378	E 01 005 110 000 000 320	Internet service-December
Check Total:						\$390.92			
OLDN	5651	CH	1 1341	Ferdinand F Peters, ESQ, Law Firm	12/10/2018	\$192.50	5379	E 01 005 111 000 000 305	Legal services-lease analysis audit letter
Check Total:						\$192.50			
OLDN	5652	CH	1 1461	Gamino's Cleaning Company LLC	12/10/2018	\$2,600.00	5380	E 01 005 810 000 000 305	Cleaning services-Dec
Check Total:						\$2,600.00			
OLDN	5653	CH	1 1336	Hennepin Healthcare	12/10/2018	\$300.00	5381	E 01 010 720 000 000 305	Nursing Services-Sept
OLDN	5653	CH	1 1336	Hennepin Healthcare	12/10/2018	\$272.00	5381	E 01 010 420 000 740 394	Nursing Services-Sept
Check Total:						\$572.00			
OLDN	5654	CH	1 1213	Image 360	12/10/2018	\$766.23	5382	E 01 005 810 000 000 530	WLA building sign-translucent faces
Check Total:						\$766.23			

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

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Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN	5655	CH	1 1054	Integrative Therapy, LLC.	12/10/2018	\$2,800.02	5383	E 01 010 420 000 740 394	OT: 11/05-11/16/18 32.0 hrs@ \$87.50
Check Total:						\$2,800.02			
OLDN	5656	CH	1 1054	Integrative Therapy, LLC.	12/10/2018	\$2,515.63	5396	E 01 010 420 000 740 394	OT: 11/19-12/02/18 28.75 hrs @ \$87.50
Check Total:						\$2,515.63			
OLDN	5657	CH	1 1150	JR Computer Associates	12/10/2018	\$800.00	5384	E 01 005 605 000 000 315	Contracted Technology services-Dec
Check Total:						\$800.00			
OLDN	5658	CH	1 1240	Keys to Communication	12/10/2018	\$1,572.50	5398	E 01 010 401 000 740 394	17.5 @ \$85/Hr 2.0Hrs @ \$4
Check Total:						\$1,572.50			
OLDN	5659	CH	1 1334	Mary Kelly	12/10/2018	\$4,400.00	5385	E 01 010 420 000 419 303	SpEd Director services-Nov
Check Total:						\$4,400.00			
OLDN	5660	CH	1 1272	Megan Engelsgjerd	12/10/2018	\$39.96	5386	E 01 010 201 000 000 430	Reimbursement-Kart supplies
Check Total:						\$39.96			
OLDN	5661	CH	1 1313	Nancy Baumann	12/10/2018	\$47.90	5387	E 01 005 810 000 000 401	Reimbursement-key copies traffic cones
OLDN	5661	CH	1 1313	Nancy Baumann	12/10/2018	\$4.00	5387	E 01 010 203 000 000 401	Reimbursement-milk crates
Check Total:						\$51.90			
OLDN	5662	CH	1 1233	Reno Mothes	12/10/2018	\$770.00	5388	E 01 010 420 000 740 394	DAPE: 11/5-11/28/18 14.0 hrs @ \$55.00
Check Total:						\$770.00			
OLDN	5663	CH	1 1246	Sentient Healthcare	12/10/2018	\$68.53	5389	E 01 010 401 000 740 394	Delivery of audiology equipment
Check Total:						\$68.53			
OLDN	5664	CH	1 1241	Sheila Merzer	12/10/2018	\$250.00	5390	E 01 010 408 000 740 394	Autism Specialist: 11/28/18 2.0 hrs@ \$125.00
Check Total:						\$250.00			
OLDN	5665	CH	1 1116	Strategic Staffing Solutions	12/10/2018	\$525.00	5391	E 01 010 420 000 740 394	Psychologist: 11/9-11/23/18 6.00 hrs@ \$87.50
Check Total:						\$525.00			
OLDN	5666	CH	1 1474	Supplyworks	12/10/2018	\$674.41	5392	E 01 005 810 000 000 401	Janitorial & bathroom supplies
Check Total:						\$674.41			
OLDN	5667	CH	1 1098	Teachers on Call	12/10/2018	\$442.00	5393	E 01 010 203 000 000 305	Sub teachers & EA 11/20-11/21/18
OLDN	5667	CH	1 1098	Teachers on Call	12/10/2018	\$187.00	5393	E 01 010 420 000 740 307	Sub teachers & EA 11/20-11/21/18
Check Total:						\$629.00			
OLDN	5668	CH	1 1496	Tillges Electric LLC	12/10/2018	\$400.00	5394	E 01 005 810 000 000 530	Wire WLA building sign
Check Total:						\$400.00			
OLDN	5669	CH	1 1302	Toshiba Financial Services	12/10/2018	\$743.26	5395	E 01 010 605 000 000 580	Copier leases & excess charges
OLDN	5669	CH	1 1302	Toshiba Financial Services	12/10/2018	\$29.47	5395	E 01 010 605 000 000 581	Copier leases & excess charges

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 12/01/2018 - 12/31/2018

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN	5669	CH	1 1302	Toshiba Financial Services	12/10/2018	\$1,046.19	5395	E 01 010 203 000 000 401	Copier leases & excess charges
Check Total:						\$1,818.92			
OLDN	5670	CH	1 1412	Amy Cahlander	12/19/2018	\$79.98	5415	E 01 005 110 000 000 401	Reim: Wall art and table lamp
Check Total:						\$79.98			
OLDN	5671	CH	1 1369	BerganKDV Outsourced Services LLC	12/19/2018	\$4,838.00	5414	E 01 005 110 000 000 305	December Financial Mgmt and Accounting S
Check Total:						\$4,838.00			
OLDN	5672	CH	1 1291	Booth Law Group, LLC	12/19/2018	\$635.00	5416	E 01 005 111 000 000 305	Jun-Aug Legal Services
Check Total:						\$635.00			
OLDN	5673	CH	1 1135	Brain POP LLC	12/19/2018	\$1,197.50	5417	E 01 010 630 000 000 406	BrainPop Software for 1 year
OLDN	5673	CH	1 1135	Brain POP LLC	12/19/2018	\$1,197.50	5417	B 01 131 000	BrainPop Software for 1 year
Check Total:						\$2,395.00			
OLDN	5674	CH	1 1489	Green Schools National Network	12/19/2018	\$3,166.67	5418	E 01 005 640 000 316 366	David DenHartog - PD October 2018
Check Total:						\$3,166.67			
OLDN	5675	CH	1 1492	Hastings Co-Op Creamery	12/19/2018	\$340.00	5419	E 01 010 203 000 000 401	November Milk
Check Total:						\$340.00			
OLDN	5676	CH	1 1336	Hennepin Healthcare	12/19/2018	\$1,000.00	5420	E 01 010 720 000 000 305	GenEd
OLDN	5676	CH	1 1336	Hennepin Healthcare	12/19/2018	\$300.00	5420	E 01 010 420 000 740 394	SPED
Check Total:						\$1,300.00			
OLDN	5677	CH	1 1040	Houghton Mifflin Harcourt Publishing Co.	12/19/2018	\$33.85	5421	E 01 010 630 000 000 406	Collections Grade 8 online reader
OLDN	5677	CH	1 1040	Houghton Mifflin Harcourt Publishing Co.	12/19/2018	\$135.20	5422	E 01 010 203 000 000 460	Collections Teacher Edition Grade 8
Check Total:						\$169.05			
OLDN	5678	CH	1 1240	Keys to Communication	12/19/2018	\$2,210.00	5423	E 01 010 401 000 740 394	Speech: 11/27-12/7/2018 26hrs@\$85
Check Total:						\$2,210.00			
OLDN	5679	CH	1 1360	Lifetouch NSS	12/19/2018	\$166.67	5424	R 01 005 000 000 000 619	2017-2018 Yearbook Balance
Check Total:						\$166.67			
OLDN	5680	CH	1 1462	Monarch Bus Service Inc	12/19/2018	\$27,929.19	5425	E 01 005 760 000 720 360	Payment 6 of 10 Student Transportation
Check Total:						\$27,929.19			
OLDN	5681	CH	1 1241	Sheila Merzer	12/19/2018	\$250.00	5426	E 01 010 408 000 740 394	ASD Specialist: 12/6/2018 2hrs@\$125
OLDN	5681	CH	1 1241	Sheila Merzer	12/19/2018	\$437.50	5427	E 01 010 408 000 740 394	ASP Specialist: 12/13/18 3.5hrs@\$125
Check Total:						\$687.50			
OLDN	5682	CH	1 1474	Supplyworks	12/19/2018	\$531.07	5408	E 01 005 810 000 000 401	Custodial and bathroom supplies
OLDN	5682	CH	1 1474	Supplyworks	12/19/2018	\$244.31	5409	E 01 005 810 000 000 401	Custodial and bathroom supplies
OLDN	5682	CH	1 1474	Supplyworks	12/19/2018	\$152.84	5410	E 01 005 810 000 000 401	Custodial and bathroom supplies

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 12/01/2018 - 12/31/2018

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN	5682	CH	1 1474	Supplyworks	12/19/2018	\$233.02	5411	E 01 005 810 000 000 401	Custodial and bathroom supplies
OLDN	5682	CH	1 1474	Supplyworks	12/19/2018	\$86.00	5412	E 01 005 810 000 000 401	Custodial and bathroom supplies
Check Total:						\$1,247.24			
OLDN	5683	CH	1 1098	Teachers on Call	12/19/2018	\$221.00	5413	E 01 010 203 000 000 305	Sub Teachers 11/29/2018
Check Total:						\$221.00			
Bank OLDN Total:						\$124,848.97			
Report Total:						\$124,848.97			

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
1449	4228	OLDN	CR121E													
FY19 IDEAS																
				1450	Credit	A	12/14/18	Check	1	1001						
										MN DEPT OF EDUCATION						
							4228	R	01	005	000	000	000	211		FY19 General Education Aid
															109,760.95	0.00
														Receipt Total:	\$109,760.95	\$0.00
														Deposit Total:	\$109,760.95	\$0.00
1450	4228	OLDN	CR121E													
FY19 Square																
				1451	Credit	A	12/07/18	Check	1	M						
										Miscellaneous Customer						
							4228	R	01	005	000	000	000	620		FY19 Bakesale/Spiritwear
															55.43	0.00
														Receipt Total:	\$55.43	\$0.00
														Deposit Total:	\$55.43	\$0.00
1451	4228	OLDN	CR121E													
FY19 Give MN Donation																
				1452	Credit	A	12/10/18	Check	1	M						
										Miscellaneous Customer						
							4228	R	01	005	000	000	000	096		FY19 Give MN Donation
															100.00	0.00
														Receipt Total:	\$100.00	\$0.00
														Deposit Total:	\$100.00	\$0.00
1452	4228	OLDN	CR121E													
FY19 Amazon Refund																
				1453	Credit	A	12/10/18	Check	1	M						
										Miscellaneous Customer						
							4228	E	01	010	203	000	000	430		FY19 Amazon Refund
															32.98	0.00
														Receipt Total:	\$32.98	\$0.00
														Deposit Total:	\$32.98	\$0.00
1453	4228	OLDN	CR121E													
FY19 School Deposit																
				1454	Credit	A	12/13/18	Check	1	M						
										Miscellaneous Customer						
							4228	R	01	005	000	000	000	050		FY19 Milk Sales
															343.00	0.00
							4228	R	01	005	000	000	000	621		FY19 Planner Sales
															5.00	0.00
							4228	R	01	005	000	000	000	050		FY19 Dance Club
															480.00	0.00
							4228	R	01	005	000	000	000	099		FY19 MN Insurance Agency
															100.00	0.00
							4228	E	01	005	810	000	000	530		FY19 Image 360 Refund
															1,163.60	0.00
							4228	R	01	005	000	200	000	096		FY19 Give to the Max
															55.00	0.00
														Receipt Total:	\$2,146.60	\$0.00
														Deposit Total:	\$2,146.60	\$0.00
1454	4228	OLDN	CR121E													
FY19 School Deposit																
				1455	Credit	A	12/13/18	Check	1	M						
										Miscellaneous Customer						
							4228	R	01	005	000	000	000	099		FY19 Vendor Registration
															945.00	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	
1454	4228	OLDN	CR121E														
FY19 School Deposit																	
				1455	Credit	A	12/13/18	Check	1	M							
										Miscellaneous Customer							
							4228	R	01	005	000	000	000	096		40.00	0.00
							4228	R	01	005	000	000	000	620		15.00	0.00
							4228	R	01	005	000	000	000	621		387.33	0.00
										FY19 Bakesale Fundraiser							
															Receipt Total:	\$1,387.33	\$0.00
															Deposit Total:	\$1,387.33	\$0.00
1455	4228	OLDN	CR121E														
FY19 Old National Interest																	
				1456	Credit	A	12/31/18	Check	1	1006							
										Old National							
							4228	R	01	005	000	000	000	092		9.96	0.00
										FY19 Old National Interest							
															Receipt Total:	\$9.96	\$0.00
															Deposit Total:	\$9.96	\$0.00
1456	4228	OLDN	CR121E														
FY19 IDEAS																	
				1457	Credit	A	12/28/18	Check	1	M							
										Miscellaneous Customer							
							4228	R	01	005	000	000	000	211		320,781.63	0.00
										FY19 General Education Aid							
															Receipt Total:	\$320,781.63	\$0.00
															Deposit Total:	\$320,781.63	\$0.00
1457	4228	OLDN	CR121E														
FY19 School Deposit																	
				1458	Credit	A	12/27/18	Check	1	1003							
										SCHOOL DEPOSIT							
							4228	R	01	005	000	000	000	050		1,174.50	0.00
										FY19 Friday Pizza							
															Receipt Total:	\$1,174.50	\$0.00
															Deposit Total:	\$1,174.50	\$0.00
1458	4228	OLDN	CR121E														
FY19 School Deposit																	
				1459	Credit	A	12/27/18	Check	1	1003							
										SCHOOL DEPOSIT							
							4228	R	01	005	000	000	000	050		180.00	0.00
							4228	R	01	005	000	000	000	621		5.00	0.00
										FY19 Milk Sales							
										FY19 Planner							
															Receipt Total:	\$185.00	\$0.00
															Deposit Total:	\$185.00	\$0.00
															Report Total:	\$435,634.38	\$0.00

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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Meeting: Governance Committee Regular Meeting

Date: Wednesday, January 9, 2019

Time: 4:10 P.M.

Location: Woodbury Leadership Academy School – 8089 Globe Dr., Woodbury, MN 55125 - Conference Room



AGENDA

Meeting Call to Order and Roll Call

Meeting Call to Order

Roll Call

WLA Mission & Vision

Mission: 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.

Vision: 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 as they transition into high school.

Development, Discussion, and Action

Policy Review and Discussion

- 201.1 - Board of Directors Election - Policy is missing an edit and will need to be put back in first reading with recommended edits
- 419 - Tobacco Free Environment - currently in 1st reading status (continue working)
- 514 - Bullying Prohibition- currently in 1st reading status (continue working)
- 516 - Student Medication- currently in 1st reading status (continue working)
- 522 with form - Student Sex NonDiscrimination - currently in 1st reading status (continue working)
- 524 - Internet Acceptable Use and Safety - Ready for 2nd Reading
- 525 - Violence Prevention - currently in 1st reading status (continue working)
- 531 - The Pledge of Allegiance - Ready for 2nd Reading
- 541 - Cell Phone - Ready for 2nd Reading
- 714 - Fund Balance - currently in 1st reading status (continue working)

Discuss recommendations to the BOD

Status Update

Recommendation for Next WLA BOD meeting

Housekeeping

Next Regularly Scheduled WLA Board of Directors Governance Committee Meeting (third Wednesday of the month, unless stated otherwise)

Date: Wednesday, February 13, 2019

Time: 4:10 P.M.

Location: 8089 Globe Dr. Woodbury, MN 55125 - Conference Room

Adjournment

Adjournment

WOODBURY LEADERSHIP ACADEMY

Adopted: October 25, 2016

Amended December 19, 2018

201.1: BOARD OF DIRECTORS ELECTION

I. PURPOSE

The Woodbury Leadership Academy (WLA) Board of Directors recognizes it represents the interests of the entire community in the governance of student achievement and fiscal management. To effectively represent the community, the Board of Directors recognizes the importance of a sound election process. Therefore, the Board of Directors establishes this policy ~~for the~~ **to ensure WLA will conduct a Board of Directors election.** ~~board member election process.~~

II. GENERAL STATEMENT

The WLA Board of Directors shall be composed as outline in the WLA Bylaws. Each board member shall serve for a staggered three (3) year term or until the member dies, resigns, is removed or the term otherwise expires as provided by law or by WLA Bylaws.

WOODBURY LEADERSHIP ACADEMY

Adopted: July 22, 2014

Amended:

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to Woodbury Leadership Academy's computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to Woodbury Leadership Academy's computer system and the Internet, including electronic communications, Woodbury Leadership Academy considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to Woodbury Leadership Academy's computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. Woodbury Leadership Academy expects that faculty will blend thoughtful use of Woodbury Leadership Academy's computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

Woodbury Leadership Academy is providing students and employees with access to Woodbury Leadership Academy's computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. Woodbury Leadership Academy's system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of Woodbury Leadership Academy and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of Woodbury Leadership Academy's system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of Woodbury Leadership Academy's system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. The following uses of Woodbury Leadership Academy's system and Internet resources or accounts are considered unacceptable:

1. Users will not use Woodbury Leadership Academy's system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use Woodbury Leadership Academy's system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
3. Users will not use Woodbury Leadership Academy's system to engage in any illegal act or violate any local, state, or federal statute or law.
4. Users will not use Woodbury Leadership Academy's system to vandalize, damage, or disable the property of another person or organization, will not make

deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change Woodbury Leadership Academy's system software, hardware, or wiring or take any action to violate Woodbury Leadership Academy's security system, and will not use Woodbury Leadership Academy's system in such a way as to disrupt the use of the system by other users.

5. Users will not use Woodbury Leadership Academy's system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use Woodbury Leadership Academy's system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

a. This paragraph does not prohibit the posting of employee contact information on school webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related web pages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

1. such information is classified by Woodbury Leadership Academy as directory information and verification is made that Woodbury Leadership Academy has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information ~~in accordance with Policy 515; or~~

2. such information is not classified by Woodbury Leadership

Academy as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student. ~~in accordance with Policy 515.~~—In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing Woodbury Leadership Academy’s system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “MySpace”, “Facebook”, “Instagram”, and “Twitter”.

7. Users must keep all account information and passwords on file with the designated school official. Users will not attempt to gain unauthorized access to Woodbury Leadership Academy’s system or any other system through Woodbury Leadership Academy’s system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on Woodbury Leadership Academy’s system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use Woodbury Leadership Academy’s system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use Woodbury Leadership Academy’s system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of Woodbury Leadership Academy. Users will not use Woodbury Leadership Academy’s system to offer or provide goods or services or for product advertisement. Users will not use Woodbury Leadership Academy’s system to purchase goods or services for personal use without authorization from the appropriate school official.

B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school premises also may be in violation of this policy as well as other school policies. Examples of such violations include, but are not limited to, situations where Woodbury Leadership Academy’s system is compromised or if a school employee or student is negatively impacted. If Woodbury Leadership Academy receives a report of an unacceptable use

originating from a non-school computer or resource, Woodbury Leadership Academy may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to Woodbury Leadership Academy's computer system and the Internet and discipline under other appropriate school policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school official. In the case of a school employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the director. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school employee, the director.

VI. FILTER

A. With respect to any of its computers with Internet access, Woodbury Leadership Academy will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;
2. Child pornography; or
3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. An administrator, supervisor, or other person authorized by the Superintendent may disable

the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

D. Woodbury Leadership Academy will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of Woodbury Leadership Academy's computer system and use of the Internet shall be consistent with school policies and the mission of Woodbury Leadership Academy.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of Woodbury Leadership Academy's system, Woodbury Leadership Academy does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on Woodbury Leadership Academy's system.

B. Routine maintenance and monitoring of Woodbury Leadership Academy's system may lead to a discovery that a user has violated this policy, another school policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school policy.

D. Parents have the right at any time to investigate or review the contents of their child's files and email files. Parents have the right to request the termination of their child's individual account at any time.

E. School employees should be aware that Woodbury Leadership Academy retains the right at any time to investigate or review the contents of their files and email files. In addition, school employees should be aware that data and other materials in files maintained on Woodbury Leadership Academy's system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).

F. Woodbury Leadership Academy will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school policies conducted through Woodbury Leadership Academy's system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of Woodbury Leadership Academy.

B. This policy requires the permission of and supervision by the school's designated

professional staff before a student may use a school account or resource to access the Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, ~~and the supervising teacher~~. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL LIABILITY

Use of Woodbury Leadership Academy's system is at the user's own risk. The system is provided on an "as is, as available" basis. Woodbury Leadership Academy will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or non-deliveries of information or materials, regardless of the cause. Woodbury Leadership Academy is not responsible for the accuracy or quality of any advice or information obtained through or stored on Woodbury Leadership Academy's system. Woodbury Leadership Academy will not be responsible for financial obligations arising through unauthorized use of Woodbury Leadership Academy's system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of Woodbury Leadership Academy policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school policies.
2. Disclaimers limiting Woodbury Leadership Academy's liability relative to:
 - a. Information stored on school diskettes, hard drives, or servers.
 - b. Information retrieved through school computers, networks, or online resources.
 - c. Personal property used to access school computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school

sponsored/managed Internet accounts.

4. Notification that, even though Woodbury Leadership Academy may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by **other WLA policies**. ~~Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.~~

7. Notification that, should the user violate Woodbury Leadership Academy's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of Woodbury Leadership Academy's system and of the Internet if the student is accessing Woodbury Leadership Academy's system from home or a remote location.

B. Parents will be notified that their students will be using school resources/accounts to access the Internet and that Woodbury Leadership Academy will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.
2. A description of parent/guardian responsibilities.
3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
4. A statement that the Internet Use Agreement must be signed by the user, the

parent or guardian, and the supervising teacher prior to use by the student.

5. A statement that Woodbury Leadership Academy's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

A. Woodbury Leadership Academy's administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. Woodbury Leadership Academy internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

WOODBURY LEADERSHIP ACADEMY

Adopted: April 22nd, 2014

Amended:

531 THE PLEDGE OF ALLEGIANCE

I. PURPOSE

The school board recognizes the need to display an appropriate United States flag and to provide instruction to students in the proper etiquette, display, and respect of the flag. The purpose of this policy is to provide for recitation of the Pledge of Allegiance and instruction in school to help further that end.

II. GENERAL STATEMENT OF POLICY

Students in this school shall recite the Pledge of Allegiance to the flag of the United States of America one or more times each week. The recitation shall be conducted by each individual classroom teacher or the teacher's surrogate; or over a school intercom system by a person designated by the school administration or other person having administrative control over the school.

III. EXCEPTIONS

Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so. **Any person(s) not participating shall stand quietly during the recitation of the pledge.** Students and school personnel must respect another person's right to make that choice.

IV. INSTRUCTION

Students will be instructed in the proper etiquette toward, correct display of, and respect for the flag, and in patriotic exercises.

WOODBURY LEADERSHIP ACADEMY

Adopted: July 22, 2014

Amended:

541 CELL PHONES AND OTHER ELECTRONICS POLICY

I. PURPOSE

~~All types of electronic devices are a distraction to the learning environment.~~

- A. While the school personnel understands that electronic devices, including cell phones, are prevalent, convenient and a part of day-to-day life for many students for social interaction and communication, their use by students during the school day is most often a distraction to the classroom, learning environment and the safe operation of the school. It is the intention of Woodbury Leadership Academy (WLA) to maintain a safe and healthy learning environment for all students at all times.
- B. The Cell Phones and Other Electronics Policy at WLA is in place to address concerns that are present when cell phones or electronic devices are brought to school. Common concerns include:
 - a. Disruption to the educational environment and learning process which includes academic integrity, cheating, harassment, confidentiality;
 - b. Theft or loss of cell phones and electronic devices;
 - c. Misuse of phones/electronic devices (possessing, viewing, sending or sharing video or audio information having sexual, violent, or threatening content on school grounds or school events shall be prohibited and may result in disciplinary action);
 - d. Taking any unauthorized pictures of other students, teachers or staff;
 - e. Right of privacy of students, staff and visitors.

II. GENERAL STATEMENT OF POLICY

- A. Personal items of value such as cell phones, iPads, iPods, etc. are the responsibility of the student. WLA discourages students from bringing these items to school. If items are lost or stolen the school *is not* responsible for search, replacement or reimbursement.
- B. There is only one situation where any electronic device may be turned on during the school day: If the device is being used in the classroom for instructional purposes with specific permission from the teaching staff; the device may be turned on.
- C. Rules governing student use of cell phones or other electronic devices on campus are as follows:

- a. Cell phones and electronic devices must be **turned off** (not just on vibrate or silent) during the school day ~~between 9:05 AM and 4:00 PM;~~
 - ~~b. Cell phones and electronic devices must not be on student's person between 9:05 AM and 4:00 PM.~~ Cell phones and electronic devices must be stored in a backpack, handbag, locker, etc. If a cell phone or electronic device is being used or seen by staff, the device will be confiscated;
 - c. Possession of another student's phone or electronic device may constitute theft and will be disciplined accordingly.
- D. Students in violation of WLA's Cell Phones and Other Electronics Policy will result in the following disciplinary action:
- a. **1st Offense:** The student may retrieve the personal electronic device from the administrative office **at the end of the instructional day** in which the phone was confiscated.
 - b. **2nd Offense:** The student's parent/legal guardian may retrieve the personal electronic device from the administrative office **at the end of the instructional day** in which the phone was confiscated.
 - c. **3rd Offense:** The student's parent/legal guardian may retrieve the personal electronic device from the administrative office **at the end of the instructional day** in which the device was confiscated. Further disciplinary actions may apply.

Please Note: Students who need to make a phone call during school day ~~9:05 AM and 4:00 PM~~ must come to the office. ~~and get permission from the office staff.~~ Students are permitted to bring cell phones and electronic devices to school as long as they respect the guidelines for having them at school.

- ~~A. Cell phones and other electronics must be off and out of sight **may be used at the teachers discretion** during school hours in the school building or at school related events, unless given special authorization by administration. Any staff member can confiscate them.~~
- ~~B. The following procedures will **disciplinary action may** be used for noncompliance:~~
- ~~1. First offense: device(s) confiscated for remainder of the day.~~
 - ~~2. Second offense: device(s) confiscated and only returned to parent/guardian.~~
 - ~~3. Repeated infractions **offense** or failure to comply with staff members will **may** result in further disciplinary action.~~
- ~~C. The school is not responsible if such items are lost, stolen, or damaged. We recommend that students not bring them to school.~~

2019-2020 SCHOOL YEAR AND SUMMER AGREEMENT BETWEEN
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE GREATER TWIN
CITIES AND THE WOODBURY LEADERSHIP ACADEMY

TERM: Beginning September 1, 2019 through August 31, 2020 with review by the Director of the Woodbury Leadership Academy and representatives from The Young Men's Christian Association of the Greater Twin Cities.

PURPOSE: The Woodbury Leadership Academy (WLA) shall provide space for School Age Care (SAC) activities to The Young Men's Christian Association of the Greater Twin Cities (YGTC).

MUTUAL AGREEMENTS:

1. It is the intent of the YMCA to provide Before and After School Care (SAC) on days when school is in session, Full Day Release Day Care activities when school is not in session, and Full Day Summer Child Care activities over the summer break.
2. WLA shall provide appropriate space as may be determined between the Director of WLA and the YMCA for a period starting on September 1, 2019 through August 31, 2020, with time allowed for family nights* and program set up and take down around the school year calendar. Program hours will be as follows:

Before Care: 6:30 a.m. – until school starts

After Care: After school – until 6:00 p.m.

Summer Program: 7:00 a.m.-6:00 p.m.

* Family nights may go past 6:00 p.m. time with prior arrangement through YGTC and WLA.

3. Daily fee schedule and contract terms for participants will be determined yearly by the YMCA.
4. The YMCA reserves the right to cancel the program due to low enrollment after working with the school on promotion.
5. WLA shall provide the normal custodial and maintenance services for the space occupied by the YMCA. The YMCA will close their area and pick up daily.
6. The YMCA shall make arrangements directly with the respective lead custodian and Director of WLA for the storage of program materials.
7. The YMCA agrees to reimburse WLA for the cost of repairing any damages caused by negligent use of the building by the YGTC program.

2019-2020 SCHOOL YEAR AND SUMMER AGREEMENT BETWEEN
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE GREATER TWIN
CITIES AND THE WOODBURY LEADERSHIP ACADEMY

8. The Director of WLA will serve as the school liaison to YGTC programs.
9. The YGTC will develop promotional materials and WLA will assist in promotion of the YGTC programs.
10. Parent evaluations will be conducted through the YMCA at least once a school year.
11. WLA will provide the YMCA program with access to wireless. WLA will also allow the YMCA program to use the gymnasium designated area when available.
12. WLA will provide the YMCA program with appropriate keys to access the building and storage areas.
13. Team members involved in the operation of the program will be employees of the YMCA. The YMCA agrees to comply with all applicable laws, including insurance liability and workers compensation laws.
14. The YMCA agrees to release, hold harmless and indemnify WLA, its individual Board of Education members, all employees, demands, action or causes of action, of any kind; arising out of or resulting from the negligent acts or omissions of the YMCA. To the extent authorized by law, statutes, and constitution of the State of Minnesota, this does not extend to any personal injuries caused by Woodbury Leadership Academy as a result of any defect in, condition of, or failure by WLA to provide physical maintenance of its school facilities.

WLA, its individual Board of education members, all employees, agrees to release, hold harmless and indemnify the YMCA, its' directors, officers, employees demands, actions or causes if action, of any kind; arising out of or resulting from the negligent acts or omissions of WLA.

The YMCA agrees to provide its own public liability insurance coverage at an amount not less than One Million dollar of liability coverage and the YMCA shall name WLA as an "additional insured" on its insurance policy and, furthermore, shall provide the school with a Certificate of Insurance delineating this contractual provision.

WLA agrees to provide its own public liability insurance coverage at an amount not less than One Million dollar of liability coverage or to provide evidence of self-insurance and WLA shall name the YMCA as and "additional insured" on its insurance delineating this contractual provision. If self-insurance applies, a letter outlining the limit of coverage's for the third part liability shall be outlined and provided to the YMCA.

2019-2020 SCHOOL YEAR AND SUMMER AGREEMENT BETWEEN
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE GREATER TWIN
CITIES AND THE WOODBURY LEADERSHIP ACADEMY

By: _____

Its: _____

Date: _____

Authorized Agent

The Woodbury Leadership Academy

By: _____

Its: _____

Date: _____

Authorized Agent

Young Men's Christian Association
of the Greater Twin Cities