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Board Packet

Woodbury Leadership Academy Board of Directors Special Meeting

Wednesday, May 22, 2019

5:30 P.M.

Woodbury Leadership Academy

8089 Globe Dr. Woodbury, Mn 55125

GYM

Meeting: Board of Directors Regular Meeting

Date: Wednesday, May 22, 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** (Jolene Skordahl)

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.

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.

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

- 3.1. Approval of meeting agenda
Motion: _____ 2nd: _____ Vote: _____
Approval of April 24, 2019 meeting minutes
Motion: _____ 2nd: _____ Vote: _____

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

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

- 5.1. Delegation of Public Comment Items (if necessary)

6. **Board and Administration Reports**

- 6.1. Board Report (Presenter: Mandi Folks, Board Chair)
- 6.2. Executive Director Report (Presenter: Dr. Kathy Mortensen, Executive Director)
- 6.3. Finance Committee (Presenter: Jess Erickson, Finance Chair)
 - 6.3.1. Accept May 2019 meeting minutes and April Financial Statements
Motion: _____ 2nd: _____ Vote: _____
- 6.4. Governance Committee (Presenter: Ro Krejci, Governance Chair)
 - 6.4.1. Accept May 8th & May 15th, 2019 meeting minutes, approval of second reading on 501, 505, 525 and Employee Handbook
Motion: _____ 2nd: _____ Vote: _____
- 6.5. Facilities Update (Presenter: Jason Livingston, Facilities Committee Chair)

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

- 7.1 Contracts
 - 7.1.1. Transportation Contract
 - 7.1.2. James Martin Law Firm
 - 7.1.3. Raptor Technologies
 - 7.1.4. Designs for Learning
 - 7.1.5. Gambino Cleaning
 - 7.1.6. JR Computer Associates
 - 7.1.7. Hennepin Health Care (nursing services)

- 7.2. Staff employment agreements for 2019-2020
 - 7.3. Election Results
 - 7.4. Move Annual Board Meeting to the October meeting
 - 7.5. “Why Knowledge Matters” Book Discussion - Chapters 5 & 6
 - 7.6. Follow-up on Middle School Plan that was presented last month
 - 7.7. Resolution Relating to Financing of Certain Proposed Projects to be Undertaken by WLA; Establishing Compliance with Reimbursement Bond Regulations under the Internal Revenue Code
 - 7.8. Board of Directors Fall visit to Liberty Common Charter School in Colorado
8. **Board Communication & Future Items** (Presenter: Mandi Folks, Board Chair)
- 8.1. Board Communication/Future Agenda Items - Reflection
9. **Housekeeping** (Presenter: Mandi Folks, Board Chair)
- Next Regularly Scheduled WLA Board of Directors Meeting
Date: Wednesday, June 26, 2019
Time: 5:30 P.M.
Location: 8089 Globe Dr. Woodbury, MN - gym
10. **Adjournment** (Presenter: Mandi Folks, Board Chair)
- Adjournment
Motion: _____ 2nd: _____ Vote: _____

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**Woodbury Leadership Academy
Board of Directors Meeting Minutes
Regular Meeting
April 24, 2019**



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

Directors Absent: None

Administration/Advisors Present: Kathy Mortensen (Executive Director), Judith Darling (BerganKDV)

Others in Attendance: WLA parents

1. Meeting Call to Order and Roll Call

1.1 Meeting Call to Order

Ms Folks called the meeting to order at 5:33 PM.

1.2 Roll Call

Ms Baumann took roll call.

2. WLA Mission, Vision and Strategic Goals

Ms Kelly read the WLA Mission and Vision Statements and a Strategic Goals summary statement.

3. Approval of Agenda/Meeting Minutes

3.1 Approval of Meeting Agenda

Ms Erickson moved “to amend the April 24, 2019 Board of Directors meeting agenda to add item 8.3.2 2019-2020 School Year budget.” Seconded by Ms Kelly. Ms Folks noted that the budget information was included in the board packet. Ms Krejci noted that the numbering of items on the agenda is not correct, but no amendment is needed. Motion passed unanimously.

Approval of March 27, 2019 meeting minutes

Ms Krejci moved “to approve the March 27, 2019 Board of Directors meeting minutes.” Ms Erickson 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

A WLA parent inquired about hiring a school counselor at WLA so that the person students turn to for help is different than the person who disciplines students. Currently, the Dean does both and the parent does not feel this combination serves students well.

6. Statement regarding Closed Meeting to Discuss Executive Director Annual Evaluation

Ms Folks stated that a closed session was held at the last meeting as permitted by Minnesota Statute 13D.05, subdivision 3(a) for the purpose of discussing the Executive Director's annual evaluation." Ms Folks summarized the closed session as a discussion of the Executive Director's performance with all present board members participating. Subsequent to the closed session, the Executive Board members (Ms Erickson, Ms Krejci and Ms Folks) meet and discussed board members' feedback with Ms Mortensen.

7. Board and Administration Reports

7.1 Board Report

Ms Folks shared the past month has been busy with numerous meetings, all forward planning: next year's staffing, budget, ideas from the Colorado Distinguished Core Knowledge school trip, etc. One of the ideas that came out of the discussions is to define WLA's lanes (to define what WLA is). This would guide the Board and Administration in decision making.

WLA's annual meeting is currently set in July. Ms Folks is considering the idea of moving the annual meeting to October and invite parents and stakeholders of the school to a "state of the school" address.

7.2 Executive Director Report

Ms Mortensen highlighted several items in the Director's Report included in the Board packet:

- Enrollment update for current and next year
- Status of current year transportation funding and SPPS July 2018 lease payment
- Overview of assemblies and activities at WLA

Ms Mortensen gave a Powerpoint presentation of the visit to Liberty Commons, a Core Knowledge Distinguished charter school in Colorado. Ms George and Ms Erickson joined in a discussion of Core Knowledge curriculum and delivery, school organization, student expectations, and other ideas for change that came from the visit. Ms Mortensen would like to send more teachers and board members to visit.

7.3 Finance Committee

Ms Erickson stated the Finance Committee met and reviewed March financials, strategic financial goals, and reworked the 2018-19 working budget. The next Finance meeting is scheduled for May 14th. There was discussion of the idea of the Board utilizing iPads or Google Docs to replace paper board packets and other board documents.

7.3.1 Accept April meeting minutes and March 2019 Financial Statements

Ms Erickson moved "to accept the April 2019 Finance Committee meeting minutes and the March 2019 Financial Statements." Seconded by Ms Skordahl. Motion passed unanimously.

7.3.2 2019-2020 School Year Budget

Ms Darling reviewed the proposed 2019-20 budget and underlying assumptions, noting that the budget was based on an estimated 444 students. She included an explanation of the various state

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and federal revenue sources and how the amounts are determined. The proposed budget results in a 17% fund balance. Ms Darling shared that WLA recently received the MDE Finance Award. There was discussion of various budget line items.

Ms Erickson moved “to approve the 2019-20 budget with General Fund revenues of \$4,296,472 and General Fund expenditures of \$4,140,807 and Fund 4 Community Service revenues of \$2,200 and Fund 4 expenditures of \$2,200. Seconded by Ms Kelly. Motion passed unanimously.

7.4 Governance Committee

Ms Krejci reported the Governance Committee met and discussed multiple policies and have recommendations for the first reading and second reading of those policies included in the Board packet. They also discussed the process of changing Bylaws requirement for board seats. Information on the change was presented to teachers and a vote was taken of the proposed change at the April 19th staff meeting. The ballots will be counted and results forwarded to VOA for approval, the next step in the process to change the bylaws. The Governance Committee also discussed early kindergarten admission requirements and asked for input from the Kindergarten teachers. The Committee is recommending WLA not enroll students under age 5 at September 1 of the year in which they start Kindergarten, noting that the 5 year age requirement is stated in Policy 538. There was discussion. The committee continues to work on other policies which are not yet ready to present to the Board.

7.4.1 Accept April meeting minutes and First Reading notice 524, 538, Approval of Second Reading 419, and removal of Policy 302

Ms Krejci moved “to accept the April 2019 Governance Committee meeting minutes and approve notice of the first reading of Board policies:

- 524 Internet Acceptable Use and Safety Policy
- 538 Enrollment Admissions Policy,

approve of the second reading of Board policy 419 Tobacco Free Environment, and the removal of Board policy 302 Early Admission to Kindergarten.”

Motion seconded by Ms Skordahl. Motion passed unanimously.

8. Board Training, Discussion and Business

8.1 Training: Review School Finances and Compensatory Funding Plan

Ms Darling incorporated board training on school revenue sources during the overview of the proposed 2019-20 budget in item 7.3.2.

8.2 Spirit Wear

Ms Krejci reminded Board members that the use of the WLA logo by the PTO came up in public comment at the last meeting and was delegated to Ms Mortensen, Ms Skordahl and Ms Krejci for follow up. The group met with the PTO president and discussed the use of the WLA logo. A call was put into legal counsel to see if a written agreement was needed, but the group has not yet received a response. The group recommends moving forward with giving the PTO approval for use of the logo. Ms Krejci moved “to allow the WLA PTO authority to use the WLA logo for the purpose of promoting the school and granting Ms Mortensen the authority to complete written documentation, if needed.” Seconded by Ms Kelly. Motion passed unanimously.

8.3 Approval of out of state travel for Jessica Erickson, Claudia George and Kathy Mortensen to travel to Ft Collins per WLA policy #214

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Ms Mortensen reminded the board that Board policy #214 Out of State Travel by School Board Members requires board pre-approval of spending board budgeted funds for Board member travel. She would like to utilize board funds for the cost of the three board members that traveled to Colorado to visit the Core Knowledge Distinguished school.

Ms Krejci moved “to approve Board travel retroactively for Ms Mortensen, Ms Erickson and Ms Geroje for their April trip to Fort Collins.” Seconded by Ms Skordahl. Motion passed unanimously.

8.4 School Calendars

8.4.1 2019-2020 School Calendar

Ms Mortensen presented the proposed 2019-20 school calendar. There was discussion. Ms Krejci moved “to approve the 2019-2020 school year calendar as presented.” Seconded by Ms George. Ms Erickson, Ms Folks, Ms George, Ms Kelly, Ms Krejci, and Ms Skordahl voted for. Mr Livingston opposed. Motion passed.

8.4.2 Revised 2018-2019 school calendar with recent snow day change, placing WLA on a 166 student contact calendar

Ms Folks reminded the board that there was an additional weather closure day on April 11th. The calendar revision is not to add additional days, but to recognize the additional snow day and change student contact days to 166. Ms Krejci moved “to approve the revised 2018-19 school calendar.” Seconded by Mr Livingston. Motion passed unanimously.

8.5 Discussion on Process for Ratifying Employment Agreements

Ms Mortensen shared various options of the amount of information she could present to the board for employment agreements. There was discussion. It was agreed that detailed financial information be reviewed at the Finance Committee level. Detailed information would be provided to the Board for new hires and summary information for renewal employment agreements. There was discussion of the difference between agreements and contracts.

8.6 Contracts

8.6.1 Wildamere (project management)

Ms Folks shared that the Wildamere agreement is for assistance in determining short term and long term facility needs and options. Mr Livingston moved “to approve the agreement with Wildamere.” Seconded by Ms Erickson. There was discussion. Motion passed unanimously.

8.6.2 Colliers (architectural fees)

Ms Folks shared that the Colliers agreement is for architectural assistance in structural changes to meet short and long term facility needs. Mr Livingston moved “to approve the Colliers International contract.” Seconded by Ms Kelly. Motion passed unanimously.

8.6.3 James Martin (legal representation)

Ms Folks shared that WLA had been using James Martin’s services for years through Booth Law. Mr Livingston moved “to approve the Martin Law Firm contract.” Seconded by Ms Erickson. Ms Krejci moved “to table the approval of the Martin Law Firm contract until rates are included in the contract.” Seconded by Ms Kelly. Motion passed unanimously.

8.6.4 Hennepin Health Care (nursing services)

Ms Krejci noted that the contract was not included in the Board packet. Ms Kelly moved “to table approval of the Hennepin Health Care nursing services contract.” Seconded by Ms Erickson.

8.6.5 Special education paraprofessional for remainder of current school year

A folder with an employment agreement and position description for a Special Education EA was available for Board review. Ms Krejci moved “to ratify the employment agreement for a Special Ed EA.” Seconded by Ms Erickson. Motion passed unanimously.

8.6.6 Teacher employment agreements for 2019-2020

Ms Mortensen passed out a listing of teacher assignments for 2019-2020. Open spots will be filled with new hires. There was discussion. Ms Kelly moved “to ratify the teacher agreements for the listed teacher assignments for the 2019-2020 school year as long as amounts are consistent with the approved budget.” Seconded by Ms George. Motion passed unanimously.

8.7 Discussion on Middle School Plans

Ms Mortensen distributed an outline of the Middle School status and plans for next year. Ms Skordahl suggested that enrollment be limited in the Middle School as WLA develops policies and procedures to ensure a strong Middle School. There was discussion. Ms Skordahl moved “to close enrollment for the 7th and 8th grade classes for the 2019-20 school year, with no new offers made after today, April 24th.” Ms Folks, Ms George, Ms Kelly, Ms Krejci, Mr Livingston and Ms Skordahl voted for. Ms Erickson abstained. Motion passed.

8.8 Strategic Goal Update

Ms Folks asked the owner of each strategic goal to provide an update to the Board.

8.8.1 Developing the Leadership Component of our program

Ms Mortensen shared that the Distinguished Core Knowledge school visit has inspired attendees with ideas for developing the leadership and virtue components of WLA’s curriculum. The group needs to meet and discuss next steps.

8.8.2 Earning the credential of being a Core Knowledge Distinguished School

Ms Mortensen shared that the Colorado trip opened up discussion on what needs to be implemented at WLA to meet this goal. Ms Mortensen shared requirements to apply to be a Distinguished school and will go into more depth at a future meeting.

8.8.3 Establishing Clear Financial Targets

Ms Erickson shared the financial goals developed by the Finance Committee. The committee monitors progress at meetings and are tracking to meet the goals.

8.8.4 Determining our long-term facility needs

Mr Livingston shared that with the approval of the \$125,000 of capital improvements in the budget, and the contracts with Wildamere and Colliers, the Facilities Committee can move forward. The intent is to determine long term facility needs and incorporate short term facility changes into those plans. Committee needs to meet.

9. Board Communication & Future Items

9.1 Board Communication/Future Agenda Items – Reflection

Ms Folks shared a story that a sub teacher that works at many different schools was very impressed with our school and shared that with a parent. Ms Skordahl gave a shout out to the Educational Professionals for their hard work with our students. Ms Mortensen gave a shout out to the office staff for their initiative and dedication. Agenda items for future meetings to include setting the Annual Meeting date, developing a Board training schedule for VOA, continuing

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discussion of the book “Why Knowledge Matters,” revisiting tabled contracts, discussion of Board technology use, and establishing a fall teacher and board visit to the Colorado CK school.

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, May 22, 2019 at 5:30 PM in the gym at 8089 Globe Drive, Woodbury, MN.

10.2 Delegation of Public Comment

Ms Mortenson volunteered to work with the parents inquiring about the school hiring a school counselor and will report back to the board.

11. Adjournment

11.1 Adjournment

Ms Krejci moved “to adjourn.” Ms Erickson seconded. Motion passed unanimously. The meeting adjourned at 9:09 PM.

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

WOODBURY LEADERSHIP ACADEMY
DIRECTOR REPORT, APRIL 24, 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 5/18/2019, we have 391 students.
- The VOA SLT Committee met on May 16th to discuss the website and the next VOA Annual Conference.
- Governance Meetings were held on April 30th and May 14th
- With the assistance of our legal representation we are making headway with our two outstanding issues. (Resolving transportation funding, and closing out our business with the SPPS)
- May 16th meeting was held to plan for summer office hours and summer projects oversight
- May 16th there was an abbreviated Technology Committee meeting to discuss end of the year technology items

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

- MCA testing April and May
- May 7th Curriculum Meeting to discuss SKLA, curriculum map adjustments, and to review the Colorado school materials
- May 14th, continued summer school planning with teaching team. We will be offering a STEM/environmental based program limited to 54 students entering grades 3-8
- May 17th, instructional supplies meeting to ensure that all teaching staff have planned curriculum and instructional materials, as well as furnishings and other items needed for the upcoming school year. Items will be ordered in the beginning of July so that staff members will have all of their items prior to the August All-Staff workshop.
- Update on plans for the Middle School:
 - Inform families prior to the start of the school year, that WLA is a Core Knowledge school. (include what that means, hold parent meetings to introduce CK, and/or provide resource/packets) **To be done over the course of the summer**
 - Facilitate placement assessments in reading and math, in the beginning of the year, and intermittently throughout the year, to guide placement and advancement decisions. **To be developed over the course of the summer**
 - Have a WLA retention policy in place. **This is on the agenda for the Governance Committee**

- Ensure that all staff are utilizing the WLA referral processes. Improvements have been made with this already this last month
- Hire staff in early spring! Done!
- Train new staff in Responsive Classroom early in the school year. (preferably over the summer months) We are looking at registering staff for the session in mid-June
- Train new staff in Core Knowledge curriculum early in the school year. (preferably over the summer months) We are booking times to meet with grade level teams over the summer to do this
- Set up an academic/behavioral assistance classroom (a “Learning Lab”), for students that are struggling with meeting the WLA expectations for behavior and assignment completion. This has been done and is successful. We have expanded it to include accommodating some of the students for middle school lunch which has also been helpful.
- Consider early closure for middle school classes. The board acted on this.
- Create a Middle School Steering Committee (KM, KG, MF, JS, JE, CL, EL...) We need to set up a meeting!
- Define our CK “lane” (MP, RK, KG, KM, AB...) We need to set up a time for this also.

III. Financial Management

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

- Finance Committee meeting was held on May 14th

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

- Teacher interviews have concluded for: Spanish, Special Education, Art, Grade Two, and Middle School positions. We received approximately 50 applicants for the grade 2 teaching positions alone. Many staff members stepped in to assist in interviews.
- The HR consulting firm conducted an “Office Operations Audit” to see what can be run more efficiently. Their report is pending.

Oversee conflict resolution and all other personnel matters

- We do have staff members making positive progress on their “improvement plans”.

V. Provision for a Safe and Effective Learning Environment

Monitor reporting systems involving health and safety of students

- All required drills have concluded
- We plan on purchasing the “Raptor” program to enhance security measures for the upcoming school year. This system checks in visitors and volunteers, prints nametags, and does background checks.

VI. Communications Management

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

- The APEX Fun Run was held on April 26th.
- Lego Club has been launched!
- The Dance Club concluded with a finale recital on May 20th!
- April 25, the Agriculture Assembly was a success which had a special feature with Mr. Lehne donning the corncob costume
- May 3rd Viktor the Viking made an appearance and provided anti-bullying lesson content
- May 9th the Kindergarten assembly was held
- May 9th grades 2-3 Spring Concerts were held



Meeting: Finance Committee

Date: Tuesday, May 14, 2019

Time: 2:50 p.m.

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

Minutes:

The meeting was called to order by Jessica Erickson at 3:00 p.m.

Members Present: Jessica Erickson, Mandi Folks, and Kathy Mortensen

Members Absent: Judith Darling and Kacie Paine

Development, Discussion, and Recommendations

April Financial Statements

Update on St. Paul Rent from 2018

Transportation Contracts

Contracts (IT, Jim Martin, Cleaning, and Teachers)

Scheduled Finance Meeting for Summer

WLA Financial Snapshot for Stakeholders

Housekeeping

Next Regularly Scheduled WLA Board of Directors Finance Committee Meeting

Date: Thursday, June 13, 2019

Time: 12:30 p.m.

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

Jessica Erickson adjourned the meeting @ 3:35 p.m.



Woodbury Leadership Academy
Woodbury, MN
District 4228

Supplemental Information

April 2019

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Prepared by:
Judith Darling, CPA
Finance Manager

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 04/01/2019 - 04/30/2019

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN		WX	1 1441	Old National	04/10/2019	\$19.00	5735	R 01 005 000 000 000 050	Returned Deposit - Unable to locate account
OLDN		WX	1 1047	MN Association of Charter Schools	04/11/2019	\$398.78	5736	E 01 005 110 000 000 820	Monthly membership fee
OLDN		WX	1 1001	Public Employee Retirement Association	04/18/2019	\$1,479.21	5764	B 01 215 017	Payroll Deductions PERA
OLDN		WX	1 1002	Teachers Retirement Association	04/18/2019	\$7,500.72	5765	B 01 215 018	Payroll Deductions TRA
OLDN		WX	1 1003	Internal Revenue Service	04/18/2019	\$8,995.40	5766	B 01 215 010	Payroll Deductions FICA
OLDN		WX	1 1003	Internal Revenue Service	04/18/2019	\$3,781.25	5766	B 01 215 011	Payroll Deductions Fed Tax
OLDN		WX	1 1004	MN Department of Revenue Service	04/18/2019	\$2,030.44	5767	B 01 215 013	Payroll Deductions MN Tax
OLDN		WX	1 1128	AssociatedBank	04/18/2019	\$200.00	5768	B 01 215 022	Payroll Deductions - HSA
OLDN		WX	1 1417	VOYA	04/18/2019	\$1,590.20	5769	B 01 215 021	TSA
OLDN		WX	1 1391	Alerus	04/22/2019	\$30.00	5781	E 01 005 110 000 000 305	Alerus cobra
OLDN		WX	1 1441	Old National	04/29/2019	\$0.50	5782	R 01 005 000 000 000 050	Deposit correction - JA Field Trip check
OLDN		WX	1 1441	Old National	04/30/2019	\$210.95	5806	E 01 005 110 000 000 305	Service Charge
OLDN		WX	1 1001	Public Employee Retirement Association	04/30/2019	\$1,500.77	5800	B 01 215 017	Payroll Deductions PERA
OLDN		WX	1 1002	Teachers Retirement Association	04/30/2019	\$7,677.62	5801	B 01 215 018	Payroll Deductions TRA
OLDN		WX	1 1003	Internal Revenue Service	04/30/2019	\$9,196.62	5802	B 01 215 010	Payroll Deductions FICA
OLDN		WX	1 1003	Internal Revenue Service	04/30/2019	\$3,904.67	5802	B 01 215 011	Payroll Deductions Fed Tax
OLDN		WX	1 1004	MN Department of Revenue Service	04/30/2019	\$2,095.43	5803	B 01 215 013	Payroll Deductions MN Tax
OLDN		WX	1 1128	AssociatedBank	04/30/2019	\$200.00	5804	B 01 215 022	Payroll Deductions - HSA
OLDN		WX	1 1417	VOYA	04/30/2019	\$1,590.20	5805	B 01 215 021	TSA
Check Total:						\$52,401.76			
OLDN	5790	CH	1 1238	CPI INC	04/02/2019	\$150.00	5725	E 01 010 420 640 419 366	Annual Memebership Fee
Check Total:						\$150.00			
OLDN	5791	CH	1 1249	Designs for Learning	04/02/2019	\$95.00	5726	E 01 010 411 000 740 394	ASD Services 3/2/19 1hr@\$95
Check Total:						\$95.00			
OLDN	5792	CH	1 1510	Discovery Education	04/02/2019	\$800.00	5727	E 01 010 630 000 000 406	Online Discovery Ed Subscription 12/4/18-12
OLDN	5792	CH	1 1510	Discovery Education	04/02/2019	\$800.00	5727	B 01 131 000	Online Discovery Ed Subscription 12/4/18-12
Check Total:						\$1,600.00			
OLDN	5793	CH	1 1363	Jessica Erickson	04/02/2019	\$74.79	5728	E 01 010 203 000 000 401	Reim: Cooking Club Supplies
Check Total:						\$74.79			
OLDN	5794	CH	1 1387	Kathleen Mortensen	04/02/2019	\$188.77	5729	E 01 005 110 000 000 320	Reim: T-Mobile cell phone February
Check Total:						\$188.77			
OLDN	5795	CH	1 1462	Monarch Bus Service Inc	04/02/2019	\$520.00	5730	E 01 005 760 000 720 360	Monthly Tech Fee - February 2019
Check Total:						\$520.00			

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 04/01/2019 - 04/30/2019

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN	5796	CH	1 1097	Principal Life Insurance Company	04/02/2019	\$1,513.20	5731	B 01 215 007	April Life/ADD/STD premiums
Check Total:						\$1,513.20			
OLDN	5797	CH	1 1511	Scholastic Equipment Company LLC	04/02/2019	\$179.80	5732	E 01 005 110 000 000 401	Lunchroom replacement stools
Check Total:						\$179.80			
OLDN	5798	CH	1 1412	Amy Cahlander	04/15/2019	\$7.00	5737	E 01 005 110 000 000 329	Postage
OLDN	5798	CH	1 1412	Amy Cahlander	04/15/2019	\$10.79	5737	E 01 010 203 000 000 401	Costco
Check Total:						\$17.79			
OLDN	5799	CH	1 1471	Ballard Spahr LLP	04/15/2019	\$350.00	5738	E 01 005 111 000 000 305	Legal Services 2.25.19
Check Total:						\$350.00			
OLDN	5800	CH	1 1512	Chris Lehne	04/15/2019	\$24.00	5739	E 01 010 203 000 000 369	Reim: 3 additional Childrens Theater Tickets
Check Total:						\$24.00			
OLDN	5801	CH	1 1481	Comcast	04/15/2019	\$390.92	5740	E 01 005 110 000 000 320	3/21-4/20/2019 Internet Service
Check Total:						\$390.92			
OLDN	5802	CH	1 1461	Gamino's Cleaning Company LLC	04/15/2019	\$2,600.00	5743	E 01 005 110 000 000 305	April Janitorial services
Check Total:						\$2,600.00			
OLDN	5803	CH	1 1513	Happy Tee's	04/15/2019	\$258.00	5744	R 01 005 000 000 000 619	T-shirts for Dance Club
Check Total:						\$258.00			
OLDN	5804	CH	1 1336	Hennepin Healthcare	04/15/2019	\$216.00	5745	E 01 010 720 000 000 305	GenEd
OLDN	5804	CH	1 1336	Hennepin Healthcare	04/15/2019	\$784.00	5745	E 01 010 420 000 740 394	SPED
Check Total:						\$1,000.00			
OLDN	5805	CH	1 1054	Integrative Therapy, LLC.	04/15/2019	\$1,210.43	5746	E 01 010 420 000 740 394	OT: 3/13-3/24/2019 13.83hrs @\$87.50
OLDN	5805	CH	1 1054	Integrative Therapy, LLC.	04/15/2019	\$2,231.26	5747	E 01 010 420 000 740 394	OT: 3/25-4/4/2019 25.5hrs @\$87.50
Check Total:						\$3,441.69			
OLDN	5806	CH	1 1150	JR Computer Associates	04/15/2019	\$800.00	5748	E 01 005 605 000 000 315	April monthly tech retainer
Check Total:						\$800.00			
OLDN	5807	CH	1 1387	Kathleen Mortensen	04/15/2019	\$189.61	5749	E 01 010 203 000 000 401	Reim: Middle school classroom supplies
Check Total:						\$189.61			
OLDN	5808	CH	1 1402	Kathleen Nilles	04/15/2019	\$991.25	5750	E 01 010 420 000 740 394	Psychology Services:2/28-3/27/2019 15.25hr
Check Total:						\$991.25			
OLDN	5809	CH	1 1240	Keys to Communication	04/15/2019	\$4,845.00	5751	E 01 010 401 000 740 394	Speech: 2/26-3/21/2019 54.75hrs @\$85 4.5hr
OLDN	5809	CH	1 1240	Keys to Communication	04/15/2019	\$2,741.25	5752	E 01 010 401 000 740 394	Speech: 3/26-4/4/19 30.5hrs @\$85 3.5hrs @:
Check Total:						\$7,586.25			

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 04/01/2019 - 04/30/2019

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN	5810	CH	1 1251	Kylie Griffith	04/15/2019	\$389.90	5753	E 01 010 640 000 316 366	Reim: CO Core Knolwedge school visit
Check Total:						\$389.90			
OLDN	5811	CH	1 1334	Mary Kelly	04/15/2019	\$2,080.00	5754	E 01 010 420 000 419 303	SPED Director: 26hrs@\$80
Check Total:						\$2,080.00			
OLDN	5812	CH	1 1457	MSB Holdings - Woodbury LLC	04/15/2019	\$36,651.13	5734	E 01 005 850 000 348 370	May Lease
OLDN	5812	CH	1 1457	MSB Holdings - Woodbury LLC	04/15/2019	\$767.00	5734	E 01 005 850 000 348 370	Insurance
OLDN	5812	CH	1 1457	MSB Holdings - Woodbury LLC	04/15/2019	\$5,384.67	5734	E 01 005 810 000 000 330	Utilities
OLDN	5812	CH	1 1457	MSB Holdings - Woodbury LLC	04/15/2019	\$3,735.00	5734	E 01 005 810 000 000 305	Janitorial
OLDN	5812	CH	1 1457	MSB Holdings - Woodbury LLC	04/15/2019	\$1,780.00	5734	E 01 005 810 000 000 350	R&M
OLDN	5812	CH	1 1457	MSB Holdings - Woodbury LLC	04/15/2019	\$11,353.09	5734	E 01 005 850 000 348 370	Taxes
OLDN	5812	CH	1 1457	MSB Holdings - Woodbury LLC	04/15/2019	\$947.29	5734	E 01 005 850 000 000 896	Special Assessments
Check Total:						\$60,618.18			
OLDN	5813	CH	1 1313	Nancy Baumann	04/15/2019	\$7.85	5755	E 01 005 110 000 000 329	Postage
OLDN	5813	CH	1 1313	Nancy Baumann	04/15/2019	\$60.12	5755	E 01 010 260 000 000 430	Gr 4 Science supplies
OLDN	5813	CH	1 1313	Nancy Baumann	04/15/2019	\$22.28	5755	E 01 010 203 000 000 490	Lunch program - vinegar, bread, turkey chees
OLDN	5813	CH	1 1313	Nancy Baumann	04/15/2019	\$11.00	5755	E 01 010 203 000 000 430	Science Fair supply boards
OLDN	5813	CH	1 1313	Nancy Baumann	04/15/2019	\$25.00	5755	E 01 010 203 000 000 430	I love to Read Assembly - Silly String
OLDN	5813	CH	1 1313	Nancy Baumann	04/15/2019	\$6.70	5755	E 01 005 810 000 000 401	Electrical outlet covers, bleach, baking soda
OLDN	5813	CH	1 1313	Nancy Baumann	04/15/2019	\$50.05	5755	E 01 010 203 000 000 430	Spanish - supplies to make Guacamole
OLDN	5813	CH	1 1313	Nancy Baumann	04/15/2019	\$20.94	5755	E 01 010 640 000 316 366	Bullying Presentation - apples
Check Total:						\$203.94			
OLDN	5814	CH	1 1492	Plainview Milk Products Cooperative	04/15/2019	\$122.50	5756	E 01 010 203 000 000 490	March student milk
Check Total:						\$122.50			
OLDN	5815	CH	1 1013	Region V Computer Services	04/15/2019	\$1,372.00	5757	E 01 005 108 000 000 405	FY2019 4th Quarter Membership Fee
Check Total:						\$1,372.00			
OLDN	5816	CH	1 1233	Reno Mothes	04/15/2019	\$495.00	5758	E 01 010 420 000 740 394	DAPE Services: 3/4-3/29/19 9hrs@\$55
Check Total:						\$495.00			
OLDN	5817	CH	1 1241	Sheila Merzer	04/15/2019	\$625.00	5759	E 01 010 408 000 740 394	Autism Specialist: 3hrs@\$125 3/19/2019
Check Total:						\$625.00			
OLDN	5818	CH	1 1474	Supplyworks	04/15/2019	\$741.05	5760	E 01 005 810 000 000 401	Janitorial Services and bathroom supplies
Check Total:						\$741.05			
OLDN	5819	CH	1 1098	Teachers on Call	04/15/2019	\$221.00	5761	E 01 010 201 000 000 305	Kindergarten
OLDN	5819	CH	1 1098	Teachers on Call	04/15/2019	\$1,326.00	5761	E 01 010 203 000 000 305	Elementary

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 04/01/2019 - 04/30/2019

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN	5819	CH	1 1098	Teachers on Call	04/15/2019	\$442.00	5761	E 01 010 400 000 000 305	NonLicensed Sped
Check Total:						\$1,989.00			
OLDN	5820	CH	1 1302	Toshiba Financial Services	04/15/2019	\$759.19	5762	E 01 010 605 000 000 580	Copier Lease
OLDN	5820	CH	1 1302	Toshiba Financial Services	04/15/2019	\$13.54	5762	E 01 010 605 000 000 581	Copier Lease
OLDN	5820	CH	1 1302	Toshiba Financial Services	04/15/2019	\$719.33	5762	E 01 010 203 000 000 401	Excess Copies
Check Total:						\$1,492.06			
OLDN	5821	CH	1 1071	West Music	04/15/2019	\$364.00	5763	E 01 010 203 000 000 430	Music Mallets
Check Total:						\$364.00			
OLDN	5822	CH	1 1410	Forum Communnications Company	04/15/2019	\$245.00	5741	E 01 005 107 000 000 305	Display-Ad Enrollment Showcase
OLDN	5822	CH	1 1410	Forum Communnications Company	04/15/2019	\$25.00	5742	E 01 005 107 000 000 305	Digital Upgrade - Enrollment Showcase
Check Total:						\$270.00			
OLDN	5823	CH	1 1369	BerganKDV Outsourced Services LLC	04/19/2019	\$5,564.00	5770	E 01 005 110 000 000 305	April Financial Mgmt and Acct Services
Check Total:						\$5,564.00			
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$89.59	5780	E 01 005 110 000 000 401	Hanging files & folders-Enrollment
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$11.99	5780	E 01 005 110 000 000 401	Copy paper-green enrollment forms
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$6.41	5780	E 01 010 203 000 000 430	Online video service (not cancelled from Feb.
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$23.78	5780	E 01 005 110 000 000 401	File labels-Enrollment
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$67.30	5780	E 01 005 110 000 000 329	Postage-Box Tops submission, K Enrollment
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$15.99	5780	E 01 010 203 000 000 430	Math shape manipulatives-Gr 1
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$118.05	5780	E 01 010 203 000 000 430	Math manipulatives, Easel pads-Gr 1
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$26.98	5780	E 01 010 203 000 000 430	Math shape manipulatives-Gr 1
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$76.75	5780	E 01 010 203 000 000 430	Drawing pads, pastels, pencils-MS
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$55.93	5780	E 01 010 640 000 316 366	Drawing pads-MS
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$114.00	5780	E 01 010 640 000 316 366	Books: Power of Our Words
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$15.46	5780	E 01 005 108 000 000 455	Computer screen wipes
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$30.88	5780	E 01 005 810 000 000 401	Plastic buckets-parking lot sign holders
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$57.08	5780	E 01 005 810 000 000 401	Parking lot signs-Buses Only
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$100.92	5780	E 01 010 201 000 000 401	Utility caddies-K math centers
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$14.99	5780	E 01 010 720 000 000 401	Nosebleed clips
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$339.80	5780	E 01 010 203 000 000 430	Copy paper
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$79.98	5780	E 01 005 107 000 000 401	Document frames-12
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$34.04	5780	E 01 005 110 000 000 320	SipStation subscription (VoIP)-Apr
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$131.25	5780	E 01 005 810 000 000 401	Sign posts-parking lot signs
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$38.64	5780	E 01 010 720 000 000 401	Band aids

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 04/01/2019 - 04/30/2019

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$257.49	5780	E 01 010 203 000 000 490	Pizza-Pizza Friday
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$146.49	5780	E 01 010 203 000 000 490	Pizza-Pizza Friday
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$75.04	5780	E 01 005 810 000 000 401	Parking lot signs-Handicapped
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$6.15	5780	E 01 010 720 000 000 401	Alcohol wipes
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$9.75	5780	E 01 010 720 000 000 401	Nitrile gloves - Health Office
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$18.99	5780	E 01 005 810 000 000 401	Nitrile Gloves - Building
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$39.80	5780	E 01 010 720 000 000 401	Hot / Cold packs
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$12.49	5780	E 01 010 203 000 000 430	Copy paper-yellow Music concert
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$19.98	5780	E 01 010 203 000 000 430	Copy paper-green, blue Music concert
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$111.50	5780	E 01 010 640 000 316 366	Background check-volunteers, employee
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$63.98	5780	E 01 005 810 000 000 401	Parking lot cone signs-Buses Only
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$20.99	5780	E 01 010 640 000 316 366	Copy paper-salmon Music concert
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$32.98	5780	E 01 010 203 000 000 460	3 ring binders-math curriculum Gr 1
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$17.40	5780	E 01 010 203 000 000 430	Glue dots-art Gr 1
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$11.83	5780	E 01 010 420 000 419 433	Book-Character Education
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$14.99	5780	E 01 010 203 000 000 430	Math coin manipulatives-Gr 1
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$42.81	5780	E 01 005 010 000 000 401	Sign holders-Board meetings
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$26.78	5780	E 01 010 203 000 000 430	Curriculum-Geography Gr 2
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$12.95	5780	E 01 010 420 000 419 433	Noise cancelling headphones
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$16.97	5780	E 01 005 810 000 000 401	Window scrubber & squeegee
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$13.95	5780	E 01 010 420 000 419 433	Noise cancelling headphones
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$46.15	5780	E 01 010 420 000 419 433	Lunch supplies-spoons, vinegar
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$37.98	5780	E 01 005 110 000 000 401	Labeler, envelopes
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$35.21	5780	E 01 005 810 000 000 401	Light bulbs
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$21.50	5780	E 01 005 810 000 000 401	Remote door signal button
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$32.21	5780	E 01 005 810 000 000 401	Light bulbs
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$7.99	5780	E 01 010 203 000 000 430	Sentence strips-Gr 2
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$479.88	5780	E 01 010 203 000 000 401	12 classroom stools
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$7.96	5780	E 01 010 203 000 000 430	Chips for Spanish salsa making contest
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$1.96	5780	E 01 005 810 000 000 401	Hand soap for sinks
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$339.80	5780	E 01 010 203 000 000 430	Copy paper
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$110.00	5780	E 01 010 640 000 316 366	Airfare rescheduling fees-CK school visit
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$42.52	5780	E 01 005 010 000 000 401	3 ring binders-Board files
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$91.56	5780	E 01 005 010 000 000 401	Envelopes-Board election
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$20.27	5780	E 01 010 640 000 316 366	Food-CK school visit

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 04/01/2019 - 04/30/2019

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$50.00	5780	E 01 010 640 000 316 366	Food-CK school visit
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$181.80	5780	E 01 010 640 000 316 366	Food-CK school visit
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$8.04	5780	E 01 010 640 000 316 366	Food-CK school visit
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$52.93	5780	E 01 010 640 000 316 366	Food-CK school visit
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$40.00	5780	E 01 010 640 000 316 366	Food-CK school visit
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$15.84	5780	E 01 010 640 000 316 366	Food-CK school visit
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$129.89	5780	E 01 010 640 000 316 366	Rental car-CK school visit
OLDN	5824	CH	1 1508	First Bankcard	04/19/2019	\$299.31	5780	E 01 010 640 000 316 366	Rental car-CK school visit
Check Total:						\$4,475.92			
OLDN	5825	CH	1 1064	HealthPartners - Group	04/19/2019	\$10,058.60	5771	B 01 215 008	May Medical and Dental Insurance Premium:
OLDN	5825	CH	1 1064	HealthPartners - Group	04/19/2019	\$785.72	5771	B 01 215 009	May Medical and Dental Insurance Premium:
Check Total:						\$10,844.32			
OLDN	5826	CH	1 1514	Johns Owens	04/19/2019	\$23.58	5772	E 01 010 260 000 000 430	Reim: supplies for Fossil Lab
Check Total:						\$23.58			
OLDN	5827	CH	1 1462	Monarch Bus Service Inc	04/19/2019	\$37,903.90	5773	E 01 005 760 000 720 360	May Student Transportation
OLDN	5827	CH	1 1462	Monarch Bus Service Inc	04/19/2019	\$520.00	5774	E 01 005 760 000 720 360	March Tech invoice for Bussing
Check Total:						\$38,423.90			
OLDN	5828	CH	1 1097	Principal Life Insurance Company	04/19/2019	\$1,450.89	5775	B 01 215 007	May Life,ADD,STD
Check Total:						\$1,450.89			
OLDN	5829	CH	1 1241	Sheila Merzer	04/19/2019	\$625.00	5776	E 01 010 408 000 740 394	Autism Specialist: 4.12.19 2.5hrs@\$125
Check Total:						\$625.00			
OLDN	5830	CH	1 1116	Strategic Staffing Solutions	04/19/2019	\$2,143.75	5777	E 01 010 420 000 740 394	Psychology Services: 24.5hrs@\$87.50
Check Total:						\$2,143.75			
OLDN	5831	CH	1 1098	Teachers on Call	04/19/2019	\$2,150.50	5778	E 01 010 203 000 000 305	GenEd
OLDN	5831	CH	1 1098	Teachers on Call	04/19/2019	\$187.00	5778	E 01 010 420 000 740 307	SPED Sub
OLDN	5831	CH	1 1098	Teachers on Call	04/19/2019	\$110.50	5778	E 01 010 402 000 740 307	SPED Teacher Sub
OLDN	5831	CH	1 1098	Teachers on Call	04/19/2019	\$221.00	5779	E 01 010 201 000 000 305	Kindergarten
OLDN	5831	CH	1 1098	Teachers on Call	04/19/2019	\$2,099.50	5779	E 01 010 203 000 000 305	Elementary
Check Total:						\$4,768.50			
OLDN	5832	CH	1 1209	Apple	04/30/2019	\$13,156.00	5783	E 01 010 630 000 000 466	44 ipads@\$299.00
Check Total:						\$13,156.00			
OLDN	5833	CH	1 1481	Comcast	04/30/2019	\$400.92	5785	E 01 005 110 000 000 320	4/21-5/20/2019 Internet service
Check Total:						\$400.92			
OLDN	5834	CH	1 1140	Computer Integration Technologies	04/30/2019	\$291.50	5784	E 01 005 108 000 000 405	Microsoft Office 1 year subscription

WOODBURY LEADERSHIP ACADEMY

Payment Register by Check No.

Payment Date Range: 04/01/2019 - 04/30/2019

Bank	Check No	Ty	Grp Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
OLDN	5834	CH	1 1140	Computer Integration Technologies	04/30/2019	\$874.50	5784	B 01 131 000	Microsoft Office 1 year subscription FY20
Check Total:						\$1,166.00			
OLDN	5835	CH	1 1249	Designs for Learning	04/30/2019	\$997.50	5786	E 01 010 411 000 740 394	ASD specialist: 10.5hrs@3/1-3/22/2019
OLDN	5835	CH	1 1249	Designs for Learning	04/30/2019	(\$10.00)	5786	E 01 010 411 000 740 394	Credit from overcharges on invoice 12754
Check Total:						\$987.50			
OLDN	5836	CH	1 1336	Hennepin Healthcare	04/30/2019	\$568.00	5787	E 01 010 420 000 740 394	SPED
Check Total:						\$568.00			
OLDN	5837	CH	1 1054	Integrative Therapy, LLC.	04/30/2019	\$1,596.88	5788	E 01 010 420 000 740 394	OT: 4/8-4/17/2019 18.25hrs@\$87.50
Check Total:						\$1,596.88			
OLDN	5838	CH	1 1240	Keys to Communication	04/30/2019	\$2,528.75	5789	E 01 010 401 000 740 394	SPEECH: 4/9-4/19/2019 28.25hrs@\$85 3hr
Check Total:						\$2,528.75			
OLDN	5839	CH	1 1515	Minnesota Coaches Inc	04/30/2019	\$339.91	5790	E 01 005 760 000 733 360	Gr 1 Field Trip to Works Museum
OLDN	5839	CH	1 1515	Minnesota Coaches Inc	04/30/2019	\$381.99	5791	E 01 005 760 000 733 360	Gr 4 Field Trip to Science Museum
OLDN	5839	CH	1 1515	Minnesota Coaches Inc	04/30/2019	\$342.50	5792	E 01 005 760 000 733 360	Gr 5 Field Trip to JA Biztown
Check Total:						\$1,064.40			
OLDN	5840	CH	1 1216	Minnesota Historical Society	04/30/2019	\$472.00	5793	E 01 010 203 000 000 369	K Field Trip to Mill City Museum
Check Total:						\$472.00			
OLDN	5841	CH	1 1048	Monica Purinton	04/30/2019	\$31.50	5794	E 01 010 640 000 316 366	Reim: Transportation - CK School Trip
Check Total:						\$31.50			
OLDN	5842	CH	1 1241	Sheila Merzer	04/30/2019	\$250.00	5795	E 01 010 408 000 740 394	Autism Specialist: 2hrs@\$125 4/15/2019
OLDN	5842	CH	1 1241	Sheila Merzer	04/30/2019	\$500.00	5796	E 01 010 408 000 740 394	Autism Specialist: 4hrs@\$125 4/22-4/23/2019
Check Total:						\$750.00			
OLDN	5843	CH	1 1098	Teachers on Call	04/30/2019	\$442.00	5797	E 01 010 201 000 000 305	Kindergarten
OLDN	5843	CH	1 1098	Teachers on Call	04/30/2019	\$2,065.50	5797	E 01 010 203 000 000 305	Elementary
OLDN	5843	CH	1 1098	Teachers on Call	04/30/2019	\$1,326.00	5798	E 01 010 203 000 000 305	Elementary
OLDN	5843	CH	1 1098	Teachers on Call	04/30/2019	\$221.00	5798	E 01 010 420 000 740 307	SPED Teacher Sub
Check Total:						\$4,054.50			
OLDN	5844	CH	1 1302	Toshiba Financial Services	04/30/2019	\$761.88	5799	E 01 010 605 000 000 580	Copier Lease
OLDN	5844	CH	1 1302	Toshiba Financial Services	04/30/2019	\$10.85	5799	E 01 010 605 000 000 581	Copier Lease
OLDN	5844	CH	1 1302	Toshiba Financial Services	04/30/2019	\$929.39	5799	E 01 010 203 000 000 401	Overages
Check Total:						\$1,702.12			

Bank OLDN Total: \$241,933.89

Report Total: \$241,933.89

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
1492	4228	OLDN	CR0419													
FY19 We Pay School																
				1492	Credit	A	04/09/19	Check	1	M						
										Miscellaneous Customer						
							4228	R	01	005	000	201	000	050		FY19 Pilot Lunch program
															500.50	0.00
														Receipt Total:	\$500.50	\$0.00
														Deposit Total:	\$500.50	\$0.00
1493	4228	OLDN	CR0419													
FY19 We Pay School																
				1493	Credit	A	04/02/19	Check	1	M						
										Miscellaneous Customer						
							4228	R	01	005	000	201	000	050		FY19 Pilot Lunch Program
															507.50	0.00
														Receipt Total:	\$507.50	\$0.00
														Deposit Total:	\$507.50	\$0.00
1494	4228	OLDN	CR0419													
FY19 School Deposit																
				1494	Credit	A	04/02/19	Check	1	M						
										Miscellaneous Customer						
							4228	R	01	005	000	000	000	621		FY19 Planner Sales
															5.00	0.00
							4228	R	01	005	000	000	000	621		FY19 Spirtwear - H2O Bottle
															5.00	0.00
							4228	R	01	005	000	000	000	050		FY19 Pizza Friday
															14.00	0.00
							4228	R	01	005	000	000	000	050		FY19 Milk Sales
															223.50	0.00
							4228	R	01	005	000	000	372	071		FY19 Med Assist Fr Dept of H
															3.73	0.00
							4228	E	01	005	111	000	000	305		FY19 Berkley Insurance Group
															3,123.33	0.00
							4228	R	01	005	000	000	000	096		FY19 Donations
															187.32	0.00
														Receipt Total:	\$3,561.88	\$0.00
														Deposit Total:	\$3,561.88	\$0.00
1495	4228	OLDN	CR0419													
FY19 School Deposit																
				1495	Credit	A	04/02/19	Check	1	M						
										Miscellaneous Customer						
							4228	R	01	005	000	000	000	050		FY19 Gr 4 Field Trip - Science
															507.00	0.00
							4228	R	01	005	000	000	000	050		FY19 Gr 5 Field Trip - JA Biz
															580.00	0.00
														Receipt Total:	\$1,087.00	\$0.00
														Deposit Total:	\$1,087.00	\$0.00
1496	4228	OLDN	CR0419													
FY19 IDEAS																
				1496	Credit	A	04/15/19	Check	1	1001						MN DEPT OF EDUCATION
							4228	B	01	121	000					FY18 LT Fac Maintenance
															661.27	0.00
							4228	R	01	005	000	000	348	300		FY19 Charter SChool Lease
															132,351.04	0.00
														Receipt Total:	\$133,012.31	\$0.00
														Deposit Total:	\$133,012.31	\$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
1497	4228	OLDN	CR0419													
FY19 School Deposit																
				1497	Credit	A	04/19/19	Check	1	1003						
										SCHOOL DEPOSIT						
										FY19 Grade 5 Field Trip					500.00	0.00
														Receipt Total:	\$500.00	\$0.00
														Deposit Total:	\$500.00	\$0.00
1498	4228	OLDN	CR0419													
FY19 School Deposit																
				1498	Credit	A	04/19/19	Check	1	1003						
										SCHOOL DEPOSIT						
										FY19 Milk Sales					113.02	0.00
										FY19 JA Biz Town					19.00	0.00
										FY19 Reimbursement Bank F					11.00	0.00
										FY19 Grade 4 Field Trip					24.00	0.00
										FY19 Grade 4/5 Field Trip					892.00	0.00
														Receipt Total:	\$1,059.02	\$0.00
														Deposit Total:	\$1,059.02	\$0.00
1499	4228	OLDN	CR0419													
FY19 We Pay School																
				1499	Credit	A	04/19/19	Check	1	M						
										Miscellaneous Customer						
										FY19 We Pay School					227.50	0.00
														Receipt Total:	\$227.50	\$0.00
														Deposit Total:	\$227.50	\$0.00
1500	4228	OLDN	CR0419													
FY19 We Pay School																
				1500	Credit	A	04/25/19	Check	1	M						
										Miscellaneous Customer						
										FY19 Friday Pizza Sales					77.00	0.00
														Receipt Total:	\$77.00	\$0.00
														Deposit Total:	\$77.00	\$0.00
1501	4228	OLDN	CR0419													
FY19 IDEAS																
				1501	Credit	A	04/30/19	Check	1	M						
										Miscellaneous Customer						
										FY19 General Education Aid					132,033.65	0.00
														Receipt Total:	\$132,033.65	\$0.00
														Deposit Total:	\$132,033.65	\$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	
1503	4228	OLDN	CR0419														
FY19 Old National Interest																	
				1502	Credit	A	04/30/19	Check	1	1006	Old National						
							4228	R	01	005	000	000	000	092			
															507.55	0.00	
															Receipt Total:	\$507.55	\$0.00
															Deposit Total:	\$507.55	\$0.00
1504	4228	OLDN	CR0419														
FY19 We Pay School																	
				1503	Credit	A	04/30/19	Check	1	M	Miscellaneous Customer						
							4228	R	01	005	000	000	000	050			
															703.50	0.00	
															Receipt Total:	\$703.50	\$0.00
															Deposit Total:	\$703.50	\$0.00
															Report Total:	\$273,777.41	\$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

April 2019

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Prepared by:
Judith Darling, CPA
Finance Manager

**Woodbury Leadership Academy
Woodbury, Minnesota
April 2019 Financial Statements**

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Cash Receipts	
Journal Entries	

**Woodbury Leadership Academy
Woodbury, Minnesota
April 2019 Financial Statements**

Executive Summary

Balance Sheet

The beginning balances shown on the Balance Sheet are based on the 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 was 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. We have been approved for a \$150K line of credit with Propel Nonprofits.

Summary of Key Indicators

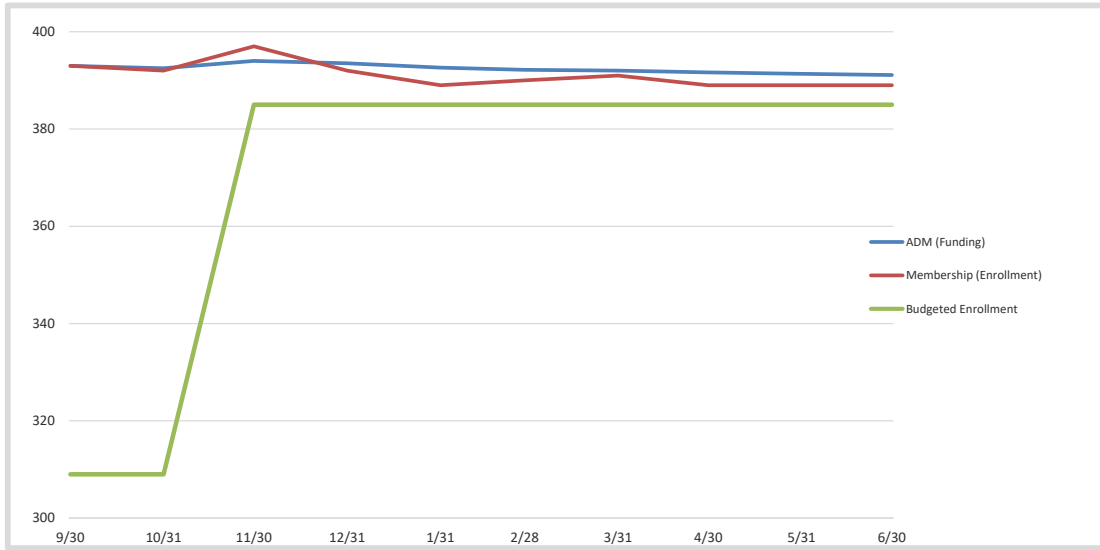
- Our enrollment at the end of April was 389. Average enrollment for the year is projected to be 390.
- Our cash balance is healthy at \$406K and we do not anticipate needing to utilize our line of credit this year.
- We have made changes to the amounts of the various line items as reflected in the working budget but we are on target to meet budget.

Supplemental Information for April 2019

Reports are provided that show the checks that were written, receipts that were posted, and journal entry transactions that were recorded during April 2019.

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	60	60	60
1	67	67	66	66	66	66	66	66	66	66
2	66	66	66	65	65	64	64	64	64	63
3	67	67	67	66	66	66	66	66	66	66
4	56	56	57	57	57	56	56	56	56	56
5	37	37	37	38	38	38	38	38	38	39
6	21	21	21	21	21	21	21	21	21	21
7	14	14	14	15	15	15	14	14	14	14
8	6	6	7	7	7	7	7	7	7	7
GRAND TOTAL	393	393	394	394	393	392	392	392	391	391

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	57	61	61	61	61	61
1	67	66	66	66	66	65	65	65	65	65
2	66	66	65	64	62	62	63	62	62	62
3	67	67	66	64	65	66	65	65	65	65
4	56	56	58	57	56	55	55	55	55	55
5	37	37	37	39	39	39	40	39	39	39
6	21	21	21	21	21	21	21	21	21	21
7	14	14	15	15	15	14	14	14	14	14
8	6	6	9	8	8	7	7	7	7	7
GRAND TOTAL	393	392	397	392	389	390	391	389	389	389

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
April 30, 2019

	Balance July 1, 2018	Balance April 30, 2019
Assets		
Current assets		
Cash and investments	\$ 395,300	\$ 406,106
Accounts receivable	-	-
PY state aid receivable	-	905
CY state aid receivable/(deferred rev)	289,306	377,760
Federal aids receivable	9,670	-
Prepaid expenses and deposits	10,031	53,374
Total assets	\$ 704,307	\$ 838,146
Liabilities and Fund Balance		
Current liabilities		
Salaries and wages payable	\$ 59,282	\$ 72,458
Line of credit payable/loan payable	-	-
Accounts payable	39,202	-
Payroll deductions and contributions	46,589	52,022
Deferred revenue	-	-
Total current liabilities	145,073	124,480
Fund Balance		
Fund balance 7-1-2018	559,234	559,234
Change in fund balance	-	154,432
Total fund balance	559,234	713,666
Total liabilities and fund balance	\$ 704,307	\$ 838,146

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
April 30, 2019

	FY 2018 Actual 259 ADM	388.80 FY 2019 Revised Budget 385 ADM	394.30 FY 2019 Working Budget 390 ADM	April 2019 YTD Activity	83% Percent of Working Budget
General Fund - 01					
Revenues					
State revenues					
General education aid	\$ 1,705,086	\$ 2,700,011	\$ 2,738,198	\$ 2,134,763	78.0%
Literacy aid	25,956	25,956	23,584	21,226	90.0%
Charter school lease aid	14,386	510,721	468,310	229,344	49.0%
Long-term facilities maintenance revenue	21,856	51,322	52,048	-	0.0%
Special education aid	189,346	294,890	347,101	259,470	74.8%
PY over (under) accrual	19,104	-	-	-	-
Endowment aid	9,394	10,028	10,823	10,823	100.0%
CY estimated state aid receivable (deferred revenue)	-	-	-	377,760	-
Total state revenues	1,985,128	3,592,928	3,640,063	3,033,386	83.3%
Federal revenues					
Federal special education aid, FIN 419 & 420	41,667	25,302	48,039	21,045	43.8%
Federal CEIS program, FIN 425	1,176	8,151	12,049	-	0.0%
PBIS Individuals with Disabilities Grant	6	-	-	-	-
Title I and II	5,025	8,578	8,847	3,000	33.9%
Total federal revenues	47,874	42,031	68,935	24,045	34.9%
Local revenues					
Interest earnings	178	100	2,400	2,190	91.2%
Donations and grants	21,928	250	1,500	1,117	74.5%
Give to the Max (course 200)	2,740	-	6,291	6,291	100.0%
Fees from students (field trip, milk, pizza Friday, other)	17,367	23,300	35,000	31,434	89.8%
Miscellaneous revenues	9,140	2,000	2,000	1,103	55.1%
Sale of merchandise/fundraising - net	414	-	-	2,391	-
Total local revenues	51,767	25,650	47,191	44,526	94.4%
Total revenues	\$ 2,084,769	\$ 3,660,609	\$ 3,756,189	\$ 3,101,956	82.6%
	2,084,769	3,660,609	3,756,189	3,101,956	

Woodbury Leadership Academy
Woodbury, Minnesota
Statement of Revenues and Expenditures
April 30, 2019

	FY 2018 Actual 259 ADM	388.80 FY 2019 Revised Budget 385 ADM	394.30 FY 2019 Working Budget 390 ADM	April 2019 YTD Activity	83% Percent of Working Budget
Expenditures					
100's Salaries	\$ 821,446	\$ 1,230,624	\$ 1,255,035	\$ 948,593	75.6%
200's Benefits	196,231	335,785	341,735	283,563	83.0%
305 Contracted services	447,224	277,900	263,862	181,809	68.9%
315 Technology services	15,153	17,730	17,730	12,030	67.9%
320 Communications services	19,719	7,890	7,566	5,378	71.1%
329 Postage	893	2,500	2,500	1,440	57.6%
330 Utilities	119,360	69,810	69,810	53,847	77.1%
340 Property and liability insurance	8,960	13,639	13,639	12,035	88.2%
350 Repairs and maintenance	53,303	44,630	43,630	32,485	74.5%
360 Student transportation	-	323,852	323,852	322,831	99.7%
360 Transportation for field trips	5,494	7,700	7,700	4,812	62.5%
366 Travel, conferences, and staff training	16,638	15,000	18,200	16,280	89.4%
369 Field trips / registration fees	7,065	7,700	10,700	8,867	82.9%
370 Building lease	16,033	567,468	567,468	501,434	88.4%
370 Other rentals and operating leases	42,482	5,808	750	304	40.5%
380 Computer and tech related hardware rental	9,273	9,285	9,285	7,727	83.2%
401 Supplies - non instructional (455/465 NI Tech Supplies)	20,751	29,500	29,500	28,659	97.2%
401 Maintenance supplies	1,515	23,000	15,000	10,865	72.4%
405 Non-instructional software and licensing	9,887	10,350	10,350	9,084	87.8%
406 Instructional software	2,201	7,500	7,500	3,184	42.4%
430 Instructional supplies (456/466 Inst.Tech Supplies)	7,391	26,000	46,000	41,399	90.0%
460 Textbooks and workbooks	18,242	30,000	30,000	25,182	83.9%
461 Standardized tests	3,104	7,000	7,000	3,621	51.7%
470 Media/library resources	-	2,000	2,000	-	0.0%
490 Food purchased	2,334	3,700	7,500	6,545	87.3%
520 Building improvement	-	20,246	33,763	23,263	68.9%
530 Furniture and other equipment	-	38,552	38,552	35,883	93.1%
555 Technology equipment	1,799	7,500	7,500	1,354	18.1%
556 Instructional technology equipment	-	25,500	-	-	-
740 Interest expense	-	-	-	-	-
820 Dues and memberships, fees	28,130	30,530	30,530	30,255	99.1%

Woodbury Leadership Academy
Woodbury, Minnesota
Statement of Revenues and Expenditures
April 30, 2019

	FY 2018 Actual 259 ADM	388.80 FY 2019 Revised Budget 385 ADM	394.30 FY 2019 Working Budget 390 ADM	April 2019 YTD Activity	83% Percent of Working Budget
896 Special assessments	-	-	-	-	-
State special ed expenditures	201,432	317,086	373,226	256,234	68.7%
Federal special education aid, FIN 419 & 420	41,667	25,302	48,039	33,133	69.0%
Federal CEIS program, FIN 425	1,176	8,151	12,049	12,000	
PBIS Individuals with Disabilities Grant	6	-	-	-	-
Title I and II	5,025	8,578	8,847	3,000	33.9%
Directors discretionary fund	-	4,200	-	-	-
Subtotal expenditures	2,123,936	3,562,016	3,660,819	2,917,096	79.7%
Transfers to other funds	-	-	-	-	-
Total expenditures	\$ 2,123,936	\$ 3,562,016	\$ 3,660,819	\$ 2,917,096	79.7%
	2,123,936	3,562,016	3,660,819	2,917,096	
Changes in fund balance, General Fund	\$ (39,168)	\$ 98,594	\$ 95,370	\$ 184,860	
Beginning fund balance, General Fund, July 1	475,231	475,231	436,063	436,063	
Projected fund balance, General Fund, June 30	\$ 436,063	\$ 573,825	\$ 531,433	\$ 620,923	
	20.5%	16.1%	14.5%		

Woodbury Leadership Academy
Woodbury, Minnesota
Statement of Revenues and Expenditures
April 30, 2019

	FY 2018 Actual 259 ADM	388.80 FY 2019 Revised Budget 385 ADM	394.30 FY 2019 Working Budget 390 ADM	April 2019 YTD Activity	83% Percent of Working Budget
Community Services Fund - 04					
Revenues					
050 Registration revenue	\$ 1,720	\$ 2,100	\$ 2,100	\$ -	0.0%
Total revenues	\$ 1,720	\$ 2,100	\$ 2,100	\$ -	0.0%
Expenditures					
Purchased services	\$ 3,410	\$ 2,100	\$ 2,100	\$ -	0.0%
Supplies and materials, snacks	2,198	-	-	-	-
Equipment	-	30,430	30,430	30,428	100.0%
Dues and memberships	-	-	-	-	-
Total expenditures	\$ 5,607	\$ 32,530	\$ 32,530	\$ 30,428	93.5%
Changes in fund balance, Community Services Fund	\$ (3,887)	\$ (30,430)	\$ (30,430)	\$ (30,428)	
Beginning fund balance, Community Services Fund, July 1	127,058	127,058	123,171	123,171	
Projected fund balance, Community Services Fund, June 30	\$ 123,171	\$ 96,628	\$ 92,741	\$ 92,743	

Woodbury Leadership Academy
Woodbury, Minnesota
Statement of Revenues and Expenditures
April 30, 2019

	FY 2018 Actual 259 ADM	388.80 FY 2019 Revised Budget 385 ADM	394.30 FY 2019 Working Budget 390 ADM	April 2019 YTD Activity	83% Percent of Working Budget
Total All Funds					
Revenues					
State revenues	\$ 1,985,128	\$ 3,592,928	\$ 3,640,063	\$ 3,033,386	83.3%
Federal revenues	47,874	42,031	68,935	24,045	34.9%
Local revenues	53,487	27,750	49,291	44,526	90.3%
Transfer in	-	-	-	-	-
Total revenues	\$ 2,086,489	\$ 3,662,709	\$ 3,758,289	\$ 3,101,956	82.5%
	<small>2,086,489</small>	<small>3,662,709</small>	<small>3,758,289</small>	<small>3,101,956</small>	
Expenditures					
Salaries and wages	\$ 821,446	\$ 1,230,624	\$ 1,255,035	\$ 948,593	75.6%
Employee benefits	196,231	335,785	341,735	283,563	83.0%
Purchased services	765,008	1,373,011	1,358,792	1,161,279	85.5%
Supplies and materials	67,622	139,050	154,850	128,540	83.0%
Equipment	1,799	122,229	110,246	90,929	82.5%
Other (fundraising, special ed, dues, etc.)	277,436	393,847	472,692	334,621	70.8%
Total expenditures	\$ 2,129,544	\$ 3,594,546	\$ 3,693,349	\$ 2,947,524	79.8%
	<small>2,129,544</small>	<small>3,594,546</small>	<small>3,693,349</small>	<small>2,947,524</small>	
Change in fund balance	\$ (43,055)	\$ 68,164	\$ 64,940	\$ 154,432	
	<small>(43,055)</small>	<small>68,164</small>	<small>64,940</small>	<small>154,432</small>	
Beginning fund balance, all funds, July 1	602,289	559,234	559,234	559,234	
Projected fund balance, all funds, June 30	\$ 559,234	\$ 627,398	\$ 624,174	\$ 713,666	
	<small>559,234</small>	<small>627,398</small>	<small>624,174</small>	<small>713,666</small>	

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
Cash Flow Projection Summary
2018-2019**

Period Ending	Cash Inflows (Revenues)				Total Receipts	Cash Outflows (Expenditures)			Cash Balance
	State Aid Payments	Federal Aid Payments	Other Receipts*	Prior Year State & Federal Holdback		Salaries	Other Expenses	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	312,196	16,891	6,783	5	335,875	86,124	292,994	379,118	523,226
Feb 28	273,833	-	2,662	1,057	277,553	82,438	155,052	237,490	563,288
Mar 31	270,381	-	9,379		279,760	82,438	300,836	383,275	459,774
Apr 30	264,385	-	8,731	661	273,777	85,511	241,934	327,445	406,106
May 31	264,702	8,993		5,413	279,109	85,511	196,374	281,886	403,329
June 30	264,702	8,993			273,695	85,511	196,374	281,886	395,139
Projected	3,185,205	42,031	63,844	303,304	3,594,385	952,755	2,641,790	3,594,546	
	3,233,635	42,031	27,750	298,977	3,602,393			3,594,546	
	48,430	-	(36,094)	(4,328)	8,008			3,594,546	
Totals	3,185,205	42,031	63,844	303,304	3,594,385	952,755	2,641,790	3,594,546	395,139

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.

Meeting: Governance Committee Regular Meeting

Date: Wednesday, May 8, 2019

Time: 4:15 P.M.

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



Meeting Minutes

Meeting Call to Order and Roll Call

Meeting Call to Order **Mrs. Krejci, Ms. Griffith and Dr. Mortensen were present; Ms. George absent**

Roll Call **4:15 pm**

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

- 506 - Student Discipline
- 514 - Bullying Prohibition
- 524 - Internet Acceptable Use and Safety
- 525 - Violence Prevention
- 538 - Enrollment Admission
- 714 - Fund Balance
- By-laws
- Employee Handbook

Status Update

Full review and discussion on the WLA employee handbook, WLA ByLaws. Discussed and agreed to add another regular governance meeting this month, to be held on Wednesday, May 15th, 2019 at 4pm in the conference room. Also, discussed and agreed to change the meeting time on June 12th, 2019 from 4:15pm to 9am.

Housekeeping

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

Date: Wednesday, May 15, 2019

Time: 4:00 P.M.

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

Adjournment

Adjournment **5:45 pm**

Meeting: Governance Committee Regular Meeting

Date: Wednesday, May 15, 2019

Time: 4:00 P.M.

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



Meeting Minutes

Meeting Call to Order and Roll Call

Meeting Call to Order

All committee members were present

Roll Call

At 4:00 PM

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

- 501 - Discussed and ready for second reading
- 502
- 505 - Discussed and ready for second reading
- 514
- 524 - Discussed and additional editing is needed
- 525 - Discussed and ready for second reading
- 538
- New policy - Promotion and Retention

Status Update

Recommendation for Next WLA BOD meeting: 501, 505, 525 and Employee Handbook is ready for second reading. It was discussed and agreed to add another meeting on May 29th, 2019 at 4p - 6p in the conference room.

Housekeeping

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

Date: Wednesday, May 29, 2019

Time: 4:00 P.M.

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

Adjournment

Adjournment

WOODBURY LEADERSHIP ACADEMY

Adopted: May 27, 2014

Amended:

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. Woodbury Leadership Academy will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Weapon"

1. A "weapon" means any object, device or instrument ~~designed~~ that can be used for inflicting bodily harm or physical damage. ~~to yourself, people or other living and nonliving things) as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.~~

2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon. and such objects, devices or instruments shall be treated as weapons. ~~including, but not limited to, weapons listed (in III.A.1) above, which are broken or non-functional, look-alike guns; toy guns; and any object that is a faesimile of a real weapon.~~

3. ~~No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, seissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.~~

B. ~~“School Location” includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school contracted vehicles, the area of entrance or departure from school premises or events, all locations where school related functions are conducted, and anywhere students are under the jurisdiction of Woodbury Leadership Academy.~~ “School Location” means all facilities and property, including land, whether owned, rented, or leased by Woodbury Leadership Academy, locations of school activities or trips, bus stops, and all vehicles owned, leased, rented, contracted for, or controlled by Woodbury Leadership Academy used for transporting students, staff, or visitors.

C. “Possession” means having a weapon on one’s person or in ~~an area subject to one’s control in a school location.~~

D. "Non-student" Any person who is not a student including, but not limited to: teachers, other staff, parents, visitors, students of other public or private schools and any person on or in the school location.

IV. EXCEPTIONS

A. A student who finds **or discovers** a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the ~~Director’s~~ **school’s main** office shall not be considered to possess a weapon. If it would be ~~impractical or~~ dangerous to take the weapon to the ~~Director’s~~ **school’s main** office, a student shall not be considered to possess a weapon. If he or she immediately turns the weapon over to the **executive** director, teacher or staff member or immediately notifies the **executive** director, teacher or staff member of the weapon’s location.

B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:

1. ~~active~~ **on duty** licensed peace officers
2. military personnel, or students or non-students participating in military training, who are on duty performing official duties;
3. persons authorized to carry a pistol under ~~Minn. Statute~~ MN Statute. ~~§ 624.714~~ while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
4. persons who keep or store in a motor vehicle pistols in accordance with ~~Minn. Statute~~ MN Statute. ~~§§ 624.714 or 624.715~~ or other firearms in accordance with **Minn. Statute**

~~MN Statute § 97B.045~~;

a. ~~Section 624.714~~ **MN Statute** specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. ~~Section 624.715~~ **MN Statute** defines an exception to the pistol permit requirements for “antique firearms which are carried or possessed as curiosities or for their historical significance or value.”

b. ~~Section 97B.045~~ **MN Statute** generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with **MN Statute §§ 624.714 and 624.715**.

5. firearm safety or marksmanship courses or activities for students or non-students conducted on school property;

6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

7. possession of dangerous weapons, BB guns, or replica firearms with written permission of the director ~~or other person having general control and supervision of the school or the director of a child care center~~; or

8. persons who are on unimproved property owned or leased by a child care center, school or school unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While Woodbury Leadership Academy takes a firm zero tolerance position on the possession, use or distribution of weapons by students, and a similar position with regard to non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under ~~Minn. Statute~~ **MN Statute § 624.714** to carry a pistol in the interior of a

vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/DISTRIBUTION

A. Woodbury Leadership Academy takes a position of zero tolerance in regard to the possession, use or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using or distributing weapons shall include:

1. immediate out-of-school suspension;
2. confiscation of the weapon;
3. immediate notification of to the police
4. parent or guardian notification; and
5. recommendation to the ~~director of dismissal~~ **executive director** for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

~~C. Administrative Discretion while Woodbury Leadership Academy takes a zero tolerance position on the possession, use or distribution of weapons by students,~~ The **executive** director may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NON-STUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school policies.

3. ~~When~~ **If** an employee violates the **this policy** ~~weapons policy~~, law enforcement may be notified, as appropriate.

B. Other Non-students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school, that school may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

WOODBURY LEADERSHIP ACADEMY

Adopted: July 22, 2014

505 DISTRIBUTION OF NON-SCHOOL SPONSORED MATERIALS ON SCHOOL ~~PROPERTY PREMISES BY STUDENTS, FAMILY MEMBERS OF STUDENT(S), AND EMPLOYEES~~

I. PURPOSE

The purpose of this policy is to protect the exercise of students', family members' of student(s), and employees' free speech rights, taking into consideration the educational objectives and responsibilities of Woodbury Leadership Academy.

II. GENERAL STATEMENT OF POLICY

A. Woodbury Leadership Academy recognizes that students, family members of student(s), and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, non-school-sponsored material.

B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of Woodbury Leadership Academy, the Board of Directors adopts the following regulations and procedures regarding distribution of non-school-sponsored material on school property and at school activities.

III. DEFINITIONS

A. "Distribute" or "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing material in internal staff or student mailboxes.

B. "Non-School-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks, and other publications funded and/or sponsored or authorized by Woodbury Leadership Academy. Examples of non-school-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.

C. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

D. “Minor” means any person under the age of eighteen (18).

E. “Material and substantial disruption” of a normal school activity means:

1. Where the normal school activity is an educational program of Woodbury Leadership Academy for which student attendance is compulsory, “material and substantial disruption” is defined as any disruption, which interferes with or impedes the implementation of that program.
2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) “material and substantial disruption” is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.
3. In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

F. “School activities” means any activity sponsored by Woodbury Leadership Academy including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in- school lunch periods.

G. “Libelous” is a false and unprivileged statement in a permanent medium about a specific individual that tends to harm the individual’s reputation or to lower that individual in the esteem of the community.

H. “Slanderous” is a false and unprivileged verbal statement about a specific individual that tends to harm the individual’s reputation or to lower that individual in the esteem of the

community.

IV. GUIDELINES

A. Students, family members of student(s), and employees of Woodbury Leadership Academy have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, non-school-sponsored material.

B. Requests for distribution of non-school-sponsored material will be reviewed by administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:

1. is obscene to minors;
2. is libelous or slanderous;
3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
4. advertises or promotes any product or service not permitted to minors by law;
5. advocates violence or other illegal conduct;
6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious, or ethnic origin);
7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Distribution by students, family members of student(s), and employees of non-school-sponsored materials on Woodbury Leadership Academy property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;
2. the extent to which distribution is likely to cause disruption of or interference with Woodbury Leadership Academy's educational objectives, discipline, or school activities;
3. whether the materials can be distributed from the office or other isolated location so

as to minimize disruption of traffic flow in hallways;

4. the quantity or size of materials to be distributed;

5. whether distribution would require assignment of Woodbury Leadership Academy staff, use of Woodbury Leadership Academy equipment, or other resources;

6. whether distribution would require that non-school persons be present on the school grounds;

7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

A. No non-school-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.

B. Distribution of non-school-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entranceways of the school, and school parking lots.

C. Distribution shall not impede entrance to or exit from school premises in any way.

D. No one shall coerce a student or staff member to accept any publication.

E. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

~~A. Any student, family member of student(s), and employee wishing to distribute (as defined in this policy) non-school-sponsored material must first submit for approval a copy of the material to the director and the Board or Directors at least 48 hours before the upcoming Board of Director's meeting, together with the following information:~~

~~1. Name and phone number of the person submitting the request and, if a student, the room number of his or her classroom teacher.~~

~~2. Date(s) and time(s) of day intended for distribution.~~

~~3. Location where material will be distributed.~~

~~4. If intended for students, the grade(s) of students to whom the distribution is intended.~~

~~B. Within 48 hours of the upcoming Board of Director's meeting, the director and the Board of Directors will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.~~

~~C. If the person submitting the request does not receive a response within 48 hours after the~~

~~Board of Director's meeting, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.~~

~~D. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by Woodbury Leadership Academy, administration, the Board of Directors, or the individual reviewing the material submitted.~~

VI. DISCIPLINARY ACTION

A. Distribution by any student of non-school-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with Woodbury Leadership Academy' Student Discipline Policy.

B. Distribution by any employee of non-school-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with Woodbury Leadership Academy policies and procedures, and/or governing statute.

C. Any other party violating this policy will be requested to leave Woodbury Leadership Academy property immediately and, if necessary, the police will be called.

WOODBURY LEADERSHIP ACADEMY

Adopted: July 22, 2014

Amended:

525 VIOLENCE PREVENTION POLICY

I. PURPOSE

The purpose of this policy is to identify measures that Woodbury Leadership Academy will take in an attempt to maintain a learning and working environment that is free from violent and disruptive behavior.

The Woodbury Leadership Academy board of directors is committed to promoting healthy human relationships and learning environments that are physically and psychologically safe for all members of the school community. It further believes that students are the first priority and they should be protected from physical or emotional harm during school activities, and on school grounds, buses or field trips while under school supervision.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of Woodbury Leadership Academy to strictly enforce its School Weapons Policy #501.

B. It is the policy of Woodbury Leadership Academy to strictly enforce its Harassment & Violence Policy #413.

C. It is the policy of the Woodbury Leadership Academy to act promptly in investigating all acts, or formal or informal complaints, of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.

D. Woodbury Leadership Academy administration shall periodically review discipline policies and procedures, prepare revisions if necessary, and submit them to the Woodbury Leadership Academy board of directors for review and adoption.

E. Woodbury Leadership Academy shall ~~may~~ implement ~~approved~~ violence prevention strategies to promote safe and secure learning environments, to diminish violence in our school, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.

III. IMPLEMENTATION OF POLICY

- A. The Woodbury Leadership Academy board of directors will review and approve policies to prevent and address violence in our school. The **executive** director or designee will develop procedures to effectively implement the school weapons and violence prevention policies. It shall be incumbent on all students and staff to observe all policies and report violations to the school administration.
- B. The Woodbury Leadership Academy board of directors and administration will inform staff and students annually of policies and procedures related to violence prevention and weapons.
- C. Woodbury Leadership Academy will act promptly to investigate all acts and ~~formal and informal~~ complaints of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.
- D. Students with disabilities may be expelled for behavior unrelated to their disabilities, subject to the procedural safeguards required by the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and the Pupil Fair Dismissal Act.
- E. Procedures will be developed for the referral of any person in violation of this policy or the weapons policy to the local law enforcement agency in accordance with ~~minnesota~~ **MN** statute. ~~Â§ 121A.05.~~

IV. PREVENTION STRATEGIES

- ~~A.~~ Woodbury Leadership Academy **may** ~~has~~ adopted and ~~will~~ implement the following prevention strategies to promote safe and secure learning environments, to diminish violence in our school, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.
 - A. Adopt a crisis management policy to address potential violent crisis situations in the school.
 - B. Provide training in recognition, prevention, and safe responses to violence, and development of a positive school climate.
 - C. In-service training for personnel in aspects of reporting, visibility and supervision as deterrents to violence.
 - D. Promote student safety responsibility by encouraging the reporting of suspicious individuals and unusual activities on school grounds.
 - E. Establish a curriculum committee that explores ways of teaching students proactive character/ values education (~~universal values, e.g. honesty, personal responsibility, self-discipline, cooperation and respect for others.~~)
 - F. Develop cross-cultural awareness programs to unify students of all cultures and

backgrounds, to develop mutual respect and understanding of shared experiences and values among students, and to promote the message of inclusion.

G. Develop curriculum that teaches social skills such as maintaining self-control, building communications skills, forming friendships, resisting peer pressure, being appropriately assertive, forming positive relationships with adults, and resolving conflict in nonviolent ways.

H. Develop curriculum that teaches critical viewing and listening skills in analyzing mass media to recognize stereotypes, distinguish fact from fantasy and identify differences in behavior and values that conflict with their own.

I. Develop curriculum on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

J. Establish clear school expectations that prevent and deter violence.

K. Establish conflict resolution training, conflict management, or peer mediation for staff and students to teach conservative approaches to settling disputes. ~~through Responsive Classroom.~~

L. Develop opportunities to elicit students' ideas about particular safety problems in the building.

M. Develop a name identification system for quick identification of the student in case of emergency.

N. Develop a staff photo or name identification system using identification badges for quick identification of unauthorized people on campus.

O. Require all visitors to check-in the main office upon their arrival and state their business at the school. A visitor badge will be issued for easy identification that the visitor is authorized to be present in the building.

V. STUDENT SUPPORT

A. Students will have access to school-based student service professionals, when available, nurses, teachers, or administration who are knowledgeable in methods to assist students with violence prevention and intervention.

B. Students will be apprised of Woodbury Leadership Academy policies designed to protect their personal safety.

C. Students will be provided with information as to Woodbury Leadership Academy rules

regarding weapons and violence.

D. Students **may** be informed of resources for violence prevention and proper reporting.

VI. PERSONNEL

A. Woodbury Leadership Academy staff shall be knowledgeable of violence prevention policies and report any violation to administration immediately. ~~Woodbury Leadership Academy staff will be informed annually as to Woodbury Leadership Academy policy regarding weapons and violence prevention.~~

Employee Handbook



Woodbury Leadership Academy

651.571.2100 | 8089 Globe Drive, Woodbury, MN 55125

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Emergency Procedures

Should inclement weather or other emergency situation(s) require Woodbury Leadership Academy to close, we will utilize the following systems to notify staff and families:

- E-Mail
- School Website
- School Facebook Page
- Local Television Channels

Woodbury Leadership Academy follows South Washington County (District #833) for all weather-related cancellations and delays.

In case of an emergency, contact our main office line at 651.571.2100.

For more information, refer to Section 14 in this Employee Handbook.

SECTION 1 PREAMBLE AND DEFINITIONS

About this Handbook

The purpose of this handbook is to serve as a reference of all employees as they complete their responsibilities at Woodbury Leadership Academy (WLA). Employees are encouraged to refer to this handbook on a periodic basis to learn more about our school and to ensure that you are meeting the expectations established by the school's policies and procedures. If you have any questions regarding this handbook, contact an administrator or direct supervisor.

Disclaimer: The contents of this handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. Woodbury Leadership Academy reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice.

Definitions

- A. **Regular Full-Time Employees:** Employees who are not in a temporary status and who are regularly scheduled to work WLA's full-time schedule. Generally, they are eligible for WLA's benefit package, subject to the terms, conditions, and limitations of each benefit program. Full-time employees work at least 30 hours per week on a regular basis.
- B. **Full-Time Employees Scheduled to Work 10 Months:** Employees who are not in a temporary status and who are regularly scheduled to work WLA's full-time schedule on a 10-month basis (school-year). Generally, they are eligible for WLA's benefit package, subject to the terms, conditions, and limitations of each benefit program.
- C. **Part-Time Employees:** Employees who are not assigned to a temporary status and who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits, they are not eligible for all of WLA's other benefit programs.
- D. **Temporary Employees:** Employees who are hired to work full time or part time with the understanding that their employment will be terminated no later than completion of the specific assignment for which they were hired. Employment assignments in this category are of a specific and limited duration. These employees remain at-will employees. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until notified of a change. While temporary employees receive all legally mandated benefits, they are not eligible for all of WLA's other benefit programs.
- E. **Exempt Employee:** An exempt employee is engaged in a professional position as defined by Fair Labor Standards Act (FLSA) such as teaching, social work, supervisory/management or administrative work with specifically defined responsibilities. Exempt employees are paid on a salary basis in an amount that complies

with the law regardless of the number of hours worked. Exempt employees do not receive additional compensation for hours worked over 40-hours in a work week.

- F. **Nonexempt Employee:** A nonexempt employee generally works in an area(s) defined by FLSA as more routine with set standards and guidelines, such as technician and clerical. A nonexempt employee is entitled under FLSA to time and one-half their “regular rate” of pay for each hour they actually worked in excess of 40-hours in a work week.
- G. **Supervisor:** Woodbury Leadership Academy will identify the individual employee’s supervisor on the employee’s job description.
- H. **Administration:** Employees who perform administrative duties.

SECTION 2 EMPLOYMENT LAW

Equal Employment Opportunity

It is the policy of Woodbury Leadership Academy that no person will be illegally discriminated against in employment by reason of their age, race, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Minnesota or the United States, political affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on WLA. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.

Woodbury Leadership Academy encourages employees to contact their supervisor or Executive Director to address allegations of violation of the policy.

Employment of Minors

No one under 18-years of age will be employed without providing proper proof of their age. Minors will be employed only in accordance with state and federal laws and Woodbury Leadership Academy policies.

Immigration Law Compliance

Woodbury Leadership Academy is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, in accordance with the Immigration Reform and Control Act of 1986, employees must complete an I-9 form before commencing work and at other times prescribed by applicable law or WLA policy.

Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons.

It is the policy of Woodbury Leadership Academy to grant up to 12-weeks of family and medical leave during any 12-month period to eligible employees, or 26-weeks if leave is taken to provide care for qualifying family members injured during active military service. Refer to WLA Policy for more information.

Woodbury Leadership Academy fully complies with the provisions of FMLA. A fact sheet, that provides general information about which employers are covered by the FMLA, is available at https://www.dol.gov/whd/fmla/fact_sheets.htm.

Discrimination and Harassment

Woodbury Leadership Academy is committed to providing a work environment that is free of discrimination and unlawful harassment. WLA prohibits discrimination and harassment based on race, color, creed, religion, national origin, sex, mental or physical disability, age, sexual orientation, marital status, familial status, public assistance, or any other class protected under applicable state or federal law.

This policy applies to all employees, whether related to conduct engaged in by fellow employees, supervisors, or someone not directly connected to WLA (e.g., outside vendors, consultants, clients, etc.). WLA will make every reasonable effort to prevent violations of this policy and to ensure that its entire population is familiar with this policy and that every complaint received will be investigated and resolved appropriately. WLA encourages reporting of all perceived incidents of harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with their supervisor or Executive Director.

Any employee who engages in harassment, who permits employees under their supervision to engage in such harassment, or who retaliates or permits retaliation against an employee who reports such harassment will be deemed to have engaged in misconduct and shall be subject to remedial action which may include discipline or termination of employment. Refer to WLA policy for definitions, examples, enforcement/reporting procedures, and comments on retaliation.

Workplace Disability

WLA makes every effort to ensure that qualified individuals with a physical or mental disability are not discriminated against in any terms, conditions, or privileges of employment. The

American with Disabilities Act and the Minnesota Human Rights Act requires employers to provide reasonable accommodations to qualified individuals with known disabilities in all aspects of employment, unless the accommodation would cause an undue hardship to WLA.

WLA is committed to providing equal opportunity to qualified individuals with disabilities. Employees or job applicants in need of accommodation should make a request to the Executive Director, who will consult with you concerning the type of accommodation required. To determine the appropriate accommodation, WLA may need to obtain additional information from your physician or other medical professional. WLA is committed to providing a reasonable accommodation to such individuals so they can perform the essential functions of a job, unless the accommodation would create undue hardship to WLA. Refer to WLA Policy for more information.

SECTION 3 GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

At-will Employment

At-will employment is a term used in U.S. Labor Law for contractual relationships in which an employee can be dismissed by an employer for any reason (that is, without having to establish “just cause” for termination), and without warning, as long as the reason is not illegal.

Woodbury Leadership Academy employees are at-will. WLA can dismiss an employee for any reason and without warning. The employee may also terminate their employment for any reason and without warning. This policy of at-will employment is the sole and entire agreement between WLA and all of its employees as to the duration of the employment and the circumstances under which employment may be terminated.

Disclaimer: No implied contract concerning any employment related decision or term, or condition of employment can be established by any other statement, conduct, policy or practice in this handbook or any other document provided to employees. Nothing in this Employee Handbook shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will relationship with WLA.

Termination of Employment

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation: Voluntary employment termination initiated by an employee.
- Discharge: Involuntary employment termination initiated by the organization.
- Layoff: Involuntary employment termination initiated by the organization for non-disciplinary reasons.

Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with WLA. Although advance notice is not required, WLA requests four (4) weeks' notice from teachers and at least two-weeks written notice of resignation from all other employees. Accrued Paid Time Off (PTO) is only payable to those employees that provide a minimum a two-week written notice. WLA reserves the right to pay an employee for the notice period and not require the employee to provide any further services.

If possible, prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

Access to Personnel Files and Personnel Changes

WLA maintains a personnel file for each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of WLA, and access to the information they contain is restricted to individuals other than the employee who is the subject of the personnel data. Generally, only supervisors or management of WLA who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Executive Director. With written advance notice, employees may review their own personnel files within five working days of the WLA receipt of the written notice. The files may be reviewed in WLA's offices and in the presence of the Executive Director.

If an employee disputes any of the specific information contained in his or her personnel file, there are two different courses of action that may be taken: (1) the employee may seek management's agreement to revise or remove the disputed information, which may or may not be granted; or (2) if no agreement is reached to revise or remove the disputed information, the employee may submit a written statement specifically listing the disputed information and explaining his or her position on the information in question. This statement will be included within the personnel file.

In the state of Minnesota, employees have various legal rights and remedies related to the contents of their personnel files. As an employee these rights extend to you and include the opportunity to:

- Review the contents of your personnel file, upon written request to the Executive Director, once every six months as an active employee and once each year after termination of your employment for as long as the record(s) are maintained. Requests will be honored within five (5) business days.
- Receive a copy of the contents of your personnel file, upon written request to the Executive Director and,

- Dispute information that is contained in your file and request that the information be removed. If WLA does not agree with your request to have the information removed, you have the opportunity to include a statement that outlines your position.

WLA also has obligations associated with this law and may not:

- Use information from your personnel file that was intentionally omitted during your review in a civil or administrative proceeding and,
- Retaliate against you for exercising your rights with respect to your personnel file.
- Disclose personnel data that is not in compliance with the Minnesota Government Data Practices Act.

It is the responsibility of each employee to promptly notify WLA of any changes in personnel data. Personal mailing addresses, telephone numbers, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times. If any personnel data has changed notify the Executive Director. Refer to WLA Policy for more information.

Attendance and Punctuality

Regular attendance and punctuality are very important at WLA. WLA expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on regular daily routines. In the instances when employees cannot avoid being late to work or are unable to work as scheduled, they are required to notify their supervisor or Executive Director as soon as possible in advance of the anticipated tardiness or absence.

If an employee is absent for a prolonged period of time due to illness, a statement from a physician may be required before the employee is permitted to return to work. Employees who are absent from work for three consecutive days without giving proper notices to their supervisor or Executive Director will be considered to have voluntarily resigned.

Poor attendance and excessive tardiness are disruptive, and may lead to disciplinary action, up to and including termination of employment.

Communications

Woodbury Leadership Academy is committed to providing technology resources that allow employees to communicate effectively with all employees in the school. In the school's effort to maintain current technology practices, more responsibility and cooperation is required of employees to use the following core software programs and technology resources.

A. Use of Phone Systems

Personal use of cell phones and telephones for outgoing calls is not permitted except during breaks. Employees must not use WLA cell phones or telephones for personal long-distance and

toll calls. Employees will be required to reimburse Woodbury Leadership Academy for any charges resulting from their personal use while using a WLA cell phone or telephone.

To ensure effective telephone communications, employees must always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

B. Electronic Communication

Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the school should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.

Woodbury Leadership Academy may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the school, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.

Electronic mail transmissions and other use of the school's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer mediated conversation/discussion forums for instructional purposes must be approved by the administration. External electronic storage devices are subject to monitoring if used with the school's resources.

1. Personal Use

While technology and internet usage are intended for job and education related activities, incidental and occasional brief personal use is permitted within reasonable limits. Personal use of technology and internet usage should occur only on break periods.

2. Prohibited Communications

Woodbury Leadership Academy strives to maintain a workplace free of harassment and sensitive to the diversity of its employees and students. Therefore, WLA prohibits the use of computers, the Internet and the email system in ways that are disruptive, offensive to others, discriminatory, obscene, threatening, harassing, or intimidating. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, gender-specific comments, off-color jokes, or anything that may be construed as harassment. Email may not be used to solicit others for

commercial ventures, religious or political causes, outside organizations, or other non-business matters.

3. Anti-Virus Precautions

Employees should take all anti-virus precautions available to them and prescribed by WLA. Employees should not attempt to bypass or disable any anti-virus precautions installed on Woodbury Leadership Academy's computers. Questions regarding anti-virus precautions can be directed to the technology committee or administration.

4. Consequences for Violations

Abuse of the computer, Internet and email system access provided by Woodbury Leadership Academy will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. Employees should immediately notify their supervisor or Executive Director upon learning of violation.

The equipment and technology provided to WLA employees remain at all times the property of WLA. To ensure compliance with this policy, computer, Internet and email usage may be monitored by WLA. As such, WLA reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our computers and stored in our computer systems. All data that is composed, transmitted, or received via the computer system is considered to be part of the official records of WLA and, as such, is subject to disclosure to law enforcement or other third parties.

C. Electronic Media

“Electronic media” includes all forms of social media, such as, but not limited by enumeration to, the following: text messaging, instant messaging, electronic mail (email), Web logs (blogs), electronic forums (chat rooms), video sharing Websites (e.g., YouTube™), editorial comments posted on the Internet, and social network sites (e.g., Facebook™, MySpace™, Twitter™, LinkedIn™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.

Employees should refrain from using social network sites while on work time or on equipment we provide, unless it is work-related, as authorized by the Executive Director. Refrain from using Woodbury Leadership Academy's email addresses to register on social networks, blogs or other online tools utilized for personal use.

Employees should not speak on WLA's behalf through electronic media without written approval from the administration. All electronic media inquiries should be directed to the administration.

Woodbury Leadership Academy prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this

policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

D. Limited Electronic Communication with Students

Authorized Personnel may communicate through electronic media with students who are currently enrolled in Woodbury Leadership Academy only within the following guidelines:

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
4. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
5. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 - b. Confidentiality of student records.
 - c. Confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.
 - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to the Executive Director.

Copyrights

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media.

Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, policy, and administrative regulations.

Questions regarding copyright shall be directed to the administration.

Conflicts of Interest

No policy can describe every situation that may constitute a conflict of interest. The purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to conflicts of interest. Contact the Executive Director if you have any questions about conflicts of interest.

A conflict of interest can generally be described as a situation in which your loyalty is, or may appear to be, divided between self-interest or the interests of a third-party and the interests of WLA. The types of activities and relationships you must avoid include, but are not limited to:

- Accepting, agreeing to accept, or soliciting money or other tangible or intangible benefits in exchange for favorable decisions or actions in the performance of your job or that might appear to influence your decision-making or professional conduct;
- Accepting employment or compensation or engaging in any business or professional activity that might require disclosure of confidential information or trade secrets;
- Accepting employment or compensation that could reasonably be expected to impair your independent judgment in the performance of your duties;
- Accepting a kickback, bribe, substantial gift, or special consideration as a result of any business dealings involving Woodbury Leadership Academy;
- Giving preferential treatment to any person or company in which you, a relative, or a friend has a significant ownership interest or relationship.

You must disclose actual or potential conflicts or any relationships that may create the appearance of a conflict of interest to your supervisor, in writing, as soon as you become aware of them so that safeguards can be established to protect all parties. Failure to make required disclosures or resolve conflicts of interest satisfactorily can result in discipline up to and including termination of employment.

Drug-, Alcohol- and Tobacco-Free Workplace

Woodbury Leadership Academy is committed to providing a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition in order to perform their jobs in a satisfactory manner.

Consistent with WLA's commitment to setting a good example for its students, and for promoting a healthy environment, smoking and tobacco usage, including e-cigarettes, and drug use, is absolutely prohibited anywhere on school grounds or anywhere in the vicinity of students. Any employee violating these policies will be subject to disciplinary action, up to and including termination of employment.

Employee

A. Employee Conduct and Rules

WLA is committed to providing a positive environment for its students and employees. To ensure orderly operations and provide the best possible educational environment, WLA expects employees to conduct themselves in a professional manner, reflecting positively in the school, with staff, and customers.

It is not possible to list all the forms of behavior that are considered acceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Fighting or threatening violence in the workplace
- Inappropriate or unprofessional conduct. For teaching staff, this includes, but is not limited to violation of any provision of the Minnesota Code of Ethics for Teachers.
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work area during the workday
- Violation of personnel policies
- Dishonesty in matters related to employment at WLA
- Failure to maintain confidentiality of school or student information

This list does not nor is it intended to abrogate the at-will employment relationship between WLA and its employees and either WLA or the employee, may terminate that relationship at any time, with or without cause, and with or without advance notice.

B. Employee Concerns and Suggestions

WLA is committed to providing the best possible working environment for its employees and the best possible learning environment for its students. To achieve this goal, WLA realizes that effective communication must take place between employees and management.

Employees are encouraged to discuss their ideas and suggestions about how WLA can better serve both its employees and students. Employees may discuss these ideas and suggestions with their supervisor and/or submit their suggestions in writing to the Executive Director.

In addition, recognizing that on-the-job work experience is the best source of suggestions for improvement in the workplace, management welcomes and solicits ideas from all employees.

C. Employee Relations

WLA believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are encouraged to voice these concerns openly and directly to their supervisor.

Experience has shown that when employees deal openly and directly with supervisors, communications can be clear and attitudes can be positive. We believe that WLA amply demonstrates its commitment to employees by responding effectively to employee concerns.

D. Employee Performance Evaluation

The Executive Director and employees are strongly encouraged to discuss job performance and goals regularly on an informal basis. Additional performance evaluations are conducted to provide both the Executive Director and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Formal reviews for teachers will be conducted in compliance with law. Reviews for staff other than teacher will be conducted on an annual basis.

E. Corrective Action

WLA expects all employees to perform to the highest level possible. Poor job performance can lead to corrective action up to and including termination of employment.

WLA holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, WLA expects the employee's supervisor to take corrective action.

WLA will attempt to engage in corrective action that is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected. This progressive corrective action does not, nor is it intended to abrogate the at-will employment relationship between WLA and its employees.

The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. However, WLA reserves the right to alter the order described above, to skip corrective steps, to eliminate corrective steps or to create new or additional corrective steps depending on the facts and circumstances of each individual case.

In choosing the appropriate corrective action WLA may consider any number of factors including, the seriousness of conduct, history of misconduct, employment record, length of employment, the strength of evidence against the employee, ability to correct the conduct, attitude about the conduct, actions WLA has taken for similar conduct by other employees, how the conduct affects WLA this company, its students, families and staff, and other circumstances related to the nature of the misconduct, to your employment with this WLA and the effect of the misconduct on WLA.

Though committed to a progressive approach to corrective action, WLA considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft, insubordinate behavior, vandalism or destruction of WLA property, being on WLA property during non-business hours without authorization, the use of WLA equipment and/or WLA vehicles without prior authorization, untruthfulness about personal work history, skills, or training, divulging non-public data about WLA students, families, staff, business practices, and misrepresentations of WLA to the general public, or an employee.

Employees must remember that employment with WLA is at-will and is at the mutual consent of the employee and WLA. As a result, WLA reserves its right to terminate your employment at any time, for any lawful reason including reasons not listed above. You will also have the right to end your employment at any time.

Employment Applications

WLA relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in WLA's exclusion of the individual from further consideration for employment or, if the person has already been hired, termination of employment.

Employment Reference Checks

To ensure that individuals who join WLA are well qualified and have a strong potential to be productive and successful, it is the policy of WLA to check the employment references of all applicants.

The administration will respond to all reference check inquiries from other employers. Responses to such inquiries will provide public data on employees as defined by the Minnesota Government Data Practices Act which may include, but not be limited to, dates of employment, wage rates, and position(s) held. Employees must not respond to reference check inquiries from other employers themselves; all such inquiries should be referred to the administration. Refer to WLA Policy for more information.

Incident Reports

A. Workplace Violence and Bullying Prohibition

Woodbury Leadership Academy is committed to preventing workplace violence and to maintaining a safe work environment. All employees, clients, students and others should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to others. Physical, verbal and emotional threats will not be tolerated.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities must be reported as soon as possible to a supervisor, a member of senior management or Human Resources. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident. Refer to WLA Policy for more information.

Reporting Procedure: An employee who is the victim of violence, believes they has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or Executive Director as soon as possible. Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to their supervisor or Executive Director. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

B. Sexual and Other Unlawful Harassment

Woodbury Leadership Academy is committed to providing a work environment that is free of discrimination and unlawful harassment. WLA prohibits discrimination and harassment based on race, color, creed, religion, national origin, sex, mental or physical disability, age, sexual orientation, marital status, familial status, public assistance, or any other class protected under applicable state or federal law.

This policy applies to all employees, whether related to conduct engaged in by fellow employees, supervisors, or someone not directly connected to WLA (e.g., outside vendors, consultants, clients, etc.). WLA will make every reasonable effort to prevent violations of this policy and to

ensure that its entire population is familiar with this policy and that every complaint received will be investigated and resolved appropriately. WLA encourages reporting of all perceived incidents of harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with their supervisor or the Executive Director.

Any employee who engages in harassment, who permits employees under their supervision to engage in such harassment, or who retaliates or permits retaliation against an employee who reports such harassment will be deemed to have engaged in misconduct and shall be subject to remedial action which may include discipline or termination of employment. Refer to WLA Policy for more information.

Property

A. Company Property

Woodbury Leadership Academy employees do not have a right to privacy in their workspaces or in any other property belonging to the school. WLA reserves the right to monitor and search school property at any time and without warning to ensure compliance with school policies, including those that cover employee safety, workplace violence, harassment, theft, drug and alcohol use, and possession of prohibited items. WLA property includes, but is not limited to, lockers, desks, file cabinets, storage areas and work spaces. WLA work address, work phone and work email are all public information on employees.

B. Return of Property

Woodbury Leadership Academy may supply an employee with equipment or supplies to assist the employee in performing their duties. All employees are expected to show reasonable care for any equipment issues and to take precautions for theft. Employees cannot take WLA property for personal use or gain. Any equipment, supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited by enumeration: employee identification badges and the key fob for building entry. WLA equipment borrowed for short term use should be returned the first work day after project completion.

Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees, set a good example for students, and reflects upon the business image WLA presents to students, families, WLA staff, the public and visitors.

During business hours or when representing WLA, employees are expected to present a clean, neat, and tasteful appearance. Employees must dress and groom themselves according to the requirements of their position. This is particularly true if an employee's job involves dealing with students, parents, or visitors.

Unacceptable workplace attire includes, but is not limited to:

1. T-shirts, tank tops, halter tops, muscle shirts, cutoffs and flip-flops;
2. Torn or stained clothing;
3. Sweat suits, tracksuits, other “workout” attire or beachwear;
4. Sheer to transparent clothing, plunging necklines, or excessively short hemlines.

If an employee’s supervisor has a reasonable belief that an employee’s personal appearance is inappropriate, an employee may be asked to leave the workplace until the employee is properly dressed or groomed. Under such circumstance, the employee will not be compensated for the time away from work. Employees should consult their supervisor if they have questions as to what constitutes appropriate appearance. When necessary, reasonable accommodation will be made to a person with a disability unless such accommodation causes undue hardship to WLA.

WLA makes reasonable accommodations for dress and /or grooming requirements related to an employee’s religion, ethnicity, disability or medical condition, or any other protected class status. Questions or issues regarding a reasonable accommodation should be directed to an employee’s supervisor.

Nepotism

To avoid a variety of personnel problems, charter schools are required to have a nepotism policy regarding employment and employment benefits. Refer to WLA Policy for more information.

Outside Employment

Employees may hold jobs outside of WLA as long as they meet the performance standards of their job with WLA, and as long as the job outside of WLA does not constitute a conflict of interest under this policy. All employees will be judged by the same performance standards and will be subject to WLA’s scheduling demands, regardless of any existing outside work requirements.

If WLA determines that an employee’s outside work interferes with performance for WLA or the ability to meet the requirements of WLA as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with WLA.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside WLA for materials produced or services rendered while performing their jobs.

Solicitation

To ensure a productive and harmonious environment for both employees and students, persons not employed by Woodbury Leadership Academy may not solicit or distribute literature in the workplace at any time for any purpose.

WLA recognizes that employees may have interests in events and organizations outside the workplace. However, employees may never solicit or distribute literature concerning these activities or organizations to students and employees during working time. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.

If employees have a message of interest to the workplace, they may submit and receive approval from the Executive Director. All approved messages will be posted by the administration.

Transportation of Students

Woodbury Leadership Academy employees may not transport students in privately owned vehicles at any time. The Executive Director may make exceptions to this policy only in emergency situations. Any such exceptions shall be documented in writing by the Executive Director.

If an employee violates this policy, they may be subject to discipline up to and including termination.

Use of Equipment, Machines and Tools

WLA is committed to providing a safe environment for its students and employees. All employees who are driving for school related business must provide a copy of their driver's license to their supervisor.

Additionally, equipment, machines and tools are also expensive and may be difficult to repair or replace. When using WLA property, employees must exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify a supervisor if any WLA equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs can help prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of WLA equipment can result in disciplinary action, up to and including termination of employment.

Work Schedules

Work schedules for employees vary throughout our organization. The Executive Director will advise employees of their individual work schedules. However, the school's building hours are generally from 8:15AM to 4:15PM.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

If a nonexempt employee is going to start their shift early, stay after their regular shift is completed or intends to work from home outside of regularly assigned working hours, prior

approval must be received from the Executive Director or supervisor. For safety purposes, no staff member should be alone in the building. If you are going to stay after your regular work day is complete, make sure that there is someone else in the building along with you.

SECTION 4 GRIEVANCE PROCEDURE

Woodbury Leadership Academy is committed to providing the best possible working conditions for its employees and learning environment for its students. Part of this commitment is encouraging an open atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the Executive Director.

WLA strives to ensure fair and honest treatment of all employees. Employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the grievance policies and procedures. No employee will be penalized, formally or informally, for voicing a complaint with WLA in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs where an employee believes that a condition of employment or a decision affecting them is unjust or inequitable, the employee is encouraged to bring that to the attention of the Executive Director and by following the protocol outlined in WLA Policy.

To the extent that there exist any conflicting procedures under applicable law or other WLA policies including but not limited to employee discrimination, harassment, maltreatment or discipline procedures, this Grievance Policy may be inapplicable. This Grievance Policy is not, nor is it intended to limit an employee's legal right to submit complaints regarding alleged violations of law or policy to any appropriate government agency.

SECTION 5 PAY

Administrative Pay Corrections

Woodbury Leadership Academy takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Executive Director so that corrections can be made as quickly as possible.

If the error is due to time not being submitted properly by the employee, the correction will be made on the next payroll check.

Meal Period

All full-time employees are provided with one meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. Part time employees generally do not receive a meal break.

Overtime

When operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization.

Overtime compensation is only paid to non-exempt employees in accordance with federal and state wage and hour restrictions. Non-exempt employees shall be paid overtime at one and one-half of their regular rate for all hours in excess of 40-hours per week.

Overtime pay is based on hours worked. Hours worked means actual time on the job. This does not include hours away from work due to vacation, sickness, or holiday. Any time off will not be considered hours worked for purposes of performing overtime calculations.

Employees who work overtime without receiving prior authorization from the supervisor may be subject to disciplinary action, up to and including possible termination of employment.

Pay Procedure

All employees are paid semi-monthly on the 15th and last day of the month. In the event that a regularly scheduled payday falls on a weekend or federal banking holiday, employees will receive pay on the previous business day before the regularly scheduled payday.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to WLA. Employees can access an itemized statement of wages online on the pay date. All checks are mailed to the current address on file for the employee. If a check does not reach the employee, WLA reserves the right to wait one week to see if that check is returned in the mail. If it is not returned, a new check will be issued.

Pay Setoffs

The law requires that Woodbury Leadership Academy make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. WLA also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." WLA matches the amount of Social Security taxes paid by each employee.

WLA offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, the administration can assist in having your questions answered.

Timekeeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require WLA to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

WLA practices “exception reporting” which means that nonexempt employees will be paid based on their normally scheduled work hours unless the employee records an exception on their time sheet. Each nonexempt employee is required to record every exception to their normal work schedule on a time sheet, and their submission of the time sheet is deemed confirmation of its accuracy. Employees must immediately report any mistakes or problems regarding their time sheets to their supervisor.

Altering, falsifying, tampering with time records, or recording time on another employee’s time record may result in disciplinary action, up to and including termination of employment.

SECTION 6 COMPENSATION AND EXPENSE **REIMBURSEMENT**

Business Travel Expenses

Woodbury Leadership Academy will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by your supervisor or Executive Director.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment. Refer to WLA Policy for more information.

SECTION 7 WORKER’S COMPENSATION

Employee Insurance Benefits

Eligible employees at WLA are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law.

WLA offers a benefits program for its employees eligible for such benefits. However, unless required by statute, the existence of these benefits programs does not constitute an entitlement to such benefits and does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs. WLA reserves the right and maintains the discretion to add, revise, drop and interpret the benefits program.

This handbook does not contain the complete terms and/or conditions of any of WLA's current benefit plans. It is intended only to provide general explanations. If there is any conflict between the handbook and any documents issued by one of WLA's insurance carriers, the carriers' guideline regulations will be regarded as authoritative.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Administration can identify the programs for which you are eligible. Employees can refer to plan documents for eligibility and specific plan provisions concerning individual benefits programs.

The following benefit programs are available to eligible employees:

- Medical Insurance
- Dental Insurance
- Life Insurance
- Long-Term Disability
- AD&D Insurance
- Supplemental Insurance

Some benefit programs require contributions from the employee, which are deducted from payroll checks.

Workers' Compensation Insurance

Woodbury Leadership Academy provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses must inform their supervisor immediately or no later than twenty-four (24) hours after the occurrence of the injury. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for workers' compensation coverage as quickly as possible.

Neither WLA nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by WLA.

Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under WLA's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; a dependent child no longer meeting eligibility requirements. Employees and/or their dependents are required to notify WLA Executive Director within sixty (60) days of a divorce or a dependent child ceasing to be a dependent child in order to preserve the dependents COBRA rights in these circumstances.

Under COBRA, the employee or beneficiary pays the full cost of coverage at WLA's group rates plus an administration fee. WLA provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under WLA's health insurance plan. The notice contains important information about the employee's rights and obligations.

To the extent WLA provide group dental or group life insurance benefits, an employee may be eligible for continuing coverage for those benefits as allowed by state law.

SECTION 8 TIME AWAY FROM WORK AND PERSONAL LEAVE

Leaves of Absence

In general, leaves of absence may be requested by employees for the reasons set forth below. All leaves of absence and extensions of leaves of absence must be requested in writing by an employee with at least thirty (30) days' notice where practicable, or as soon as practicable under the circumstances. Leaves of absence and extensions of leave should have a specified duration and return to work date in place at the time the leave is requested (where practicable) and is submitted for approval to the supervisor.

Leaves of absences are generally unpaid. However, employees may be allowed or required to use paid time off according to the terms of the applicable policies.

Accrued benefits will not be forfeited as a result of a leave. However, additional benefits will not accrue during the leave. Employees failing to return to work on their return to work date (and who have not obtained an extension) will be considered to have voluntarily resigned. In addition,

WLA generally may recover any premiums for health benefits which are paid during the period of the leave.

Reinstatement rights of an employee will vary, depending on the type of leave taken. While on a leave of absence, an employee generally may not be employed elsewhere.

If applicable local, state or federal laws require a leave of absence under circumstances other than those provided in this policy, those laws shall govern.

Paid Time Off Benefits

Paid Time Off (PTO) is available to employees to be used as vacation time, sick days or as personal time. Employees must provide a written request for approval from their supervisor, with as much advanced notice as possible. PTO days must be used prior to taking unpaid leave.

Requests will be reviewed based on a number of factors, including business needs of WLA and staffing requirements. WLA reserves the right to deny or grant any request for PTO.

PTO is paid at the employee's base pay rate at the time of request. PTO payment does not include overtime or any other special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Upon termination of employment, employees will be paid the prorated amount of their annual allotment through their last day of work, less any PTO days already used. The maximum amount of any PTO payout is five days. WLA may, in its sole discretion, decide that an employee has forfeited his or her unused PTO. For example, but not limited to, forfeiture of unused PTO may result if an employee fails to provide proper notice of resignation as defined in this handbook.

All licensed staff and paraprofessionals that remain employed through the end of school year, can choose to have a PTO pay out, up to five days. Licensed staff with available PTO at the end of the fiscal year will be paid out up to five PTO days at a rate of pay equal to their daily salary or base pay rate. Normally, this benefit will be paid out at the end of the fiscal year. Any deviations from this payment schedule will be determined by the Board of Directors. PTO above the cap of five days will be forfeited. All applicable taxes and deductions will be used in calculating the PTO payout.

Personal Leave

In the event of death in an employee's immediate family, the employee shall be allowed, with approval by Executive Director, up to five-days per 12-month period off work with pay. Immediate family includes the spouse, parents, children, sibling, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse or other individuals residing in the employee's household

In the event of death of an employee's outside of the immediate family, the employee shall be allowed, with approval by Executive Director, one-day per 12-month period off work with pay. Outside of immediate family includes aunts, uncles, nieces, nephews, first cousins and friends.

In extenuating circumstances, additional days may be granted by the Executive Director. Such additional days, at the option of the employee, shall be deducted from the employee's PTO.

School Conferences and Activity Leave

An employee has leave of up to a total of sixteen-hours within a twelve-month period to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during non-work hours. If the employee's child receives child care services or attends a pre-kindergarten regular or special education program, the employee may use the leave time to attend a conference or activity related to the employee's child or to observe and monitor the services or program, provided the conference, activity or observation cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide the supervisor or Executive Director with reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of WLA. This leave is not paid; however, an employee may substitute any accrued PTO for any part of the leave.

SECTION 9 CITIZEN DUTY LEAVE

Time Off to Vote

WLA encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, WLA will grant one hour of paid time off the morning of an election day in order to vote.

Employees should request time off to vote from their supervisor at least two (2) working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Jury Duty

Woodbury Leadership Academy encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees must show the jury duty summons to their supervisor or Executive Director as soon as possible so that the supervisor may make arrangements to accommodate their absence. Either WLA or the employee may request that the employee be excused from jury duty if, in WLA's judgment, the employee's absence would create serious operational difficulties. Employees are expected to report for work whenever the court schedule permits during the jury duty.

Employees may request up to two (2) weeks of paid jury duty leave over any one (1) year period. Employee classifications that qualify for paid jury duty leave are:

- Regular full-time employees
- Full-time employees scheduled to work 10 months

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employees receiving paid jury duty leave from WLA must promptly turn over their juror compensation fee to WLA. As required by law, exempt employees who perform any work during any week in which they are on jury duty will receive their full salary for that week.

Witness Duty

WLA encourages employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses by WLA, they will receive paid time off for the entire period of witness duty. Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than WLA. Employees are free to use any paid time off to receive compensation for the period of this absence.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

SECTION 10 UNIFORMED SERVICE LEAVE

Military-Related Leaves of Absence

Woodbury Leadership Academy will grant military leave to employees who are absent from work because they are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees are required to provide their supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

Employees serving in the reserve or National Guard may take unpaid military leave, as needed, to enable them to fulfill their obligations as reservists or National Guard members. Employees may use PTO for this purpose.

Employees will receive up to two-weeks of partial pay military leave. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation with WLA and the pay (excluding expense pay) received while on military duty. The portion of any military leaves of absence in excess of two-weeks will be unpaid. However, employees may use any available PTO for the absence.

When returning from Military Leave, an employee will be reinstated to their previous position or a position of like seniority, status and pay the employee would have attained had the employee remained continuously employed. For the purpose of determining benefits that are based on length of service, employees will be treated as if they have been continuously employed. If there are questions about Military Leave, contact the Human Resources Consultant for more information.

WLA will continue to provide health insurance benefits until the end of the first full month of military leave. At that time, employees will be removed from WLA's insurance plans, and may elect a COBRA-like continuation of health insurance benefits through USERRA in which the employee will have to pay the full cost of their premiums. When the employee returns from military leave, benefits will again be provided by WLA According to the applicable plans.

Employees on military leave will be required to pay their normal share of the cost of insurance premiums up to the end of the first full month of military leave. When applicable, WLA will withhold insurance premiums from employee pay as normal. Employees who are no longer receiving pay from WLA due to extended military leave or are receiving insufficient pay, must make suitable arrangements with WLA to pay their share of the insurance premiums in order to maintain their insurance coverage while on military leave

Benefit accruals including PTO, will continue to accrue during the leave.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Family Military Leave

WLA will grant an unpaid leave of absence of up to ten (10) working days to qualified employees under the following conditions:

- The employee's immediate family member must be a member of the armed forces and has been injured or killed while engaged in active service, or
- The employee's immediate family member has been ordered into active service in support of a war or other national emergency.
- Immediate family member includes parent, child, grandparents, spouse or siblings.

The employee should give as much notice as practicable in order to take a leave under this policy.

SECTION 11 GROWING FAMILY

Parental Leave and Accommodation

Woodbury Leadership Academy provides parental leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to the birth or adoption of a child in accordance with the Minnesota Parental Leave Act provided the employee is not eligible for or utilizes leave under the federal Family Medical Leave Act (FMLA). Please refer to WLA Policy or visit https://www.oesw.leg.mn/brochures_/parentalleave/mnlaw.htm for more information.

WLA makes every effort to accommodate female employees for health conditions related to pregnancy and childbirth if requested and upon the advice of her health care provider. Employees are encouraged to talk to their supervisor, or the Executive Director, regarding requested accommodation.

Nursing Mothers

WLA will comply with state law allowing employees who need to express breast milk for infant children reasonable unpaid break time. If possible, the employee's break time will run concurrently with any other break time already provided to the employee. WLA will make reasonable efforts to provide a room or other location for the employee to express milk in privacy.

SECTION 12 HOLIDAYS

WLA provides paid time off to regular full-time employees, which may include the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- December 24
- December 25
- New Year's Eve
- Floating Holiday

WLA will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee

would otherwise have worked on that day. Employee classification(s) eligible for paid holidays are:

- Regular full-time employees
- Full-time employees scheduled to work 10 months

If the holiday falls on a weekend, the paid holiday will be recognized on the closest business day to that holiday. If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

In order to be eligible to receive holiday pay employees are required to work the regularly scheduled hours the work day preceding and following the holiday unless vacation or absence is approved.

SECTION 13 WORKPLACE SAFETY

Disaster Preparedness

All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

Emergency Closings

At times, emergencies such as severe weather, fires, or power failures, can disrupt school operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during non-working hours, local radio and/or television stations (for example, WCCO, KSTP, KARE) will be asked to broadcast notification of the closing.

When operations are officially closed due to emergency conditions, the time off from scheduled work can be compensated as follows:

- Paraprofessionals and Office Staff: May use PTO, may take time off without pay, or potentially be able to make up lost time.
- Licensed Staff: Shall not lose pay or PTO, but may have to make up those days if the student contact days for the school year goes below 165 days

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off or will be required to use PTO. Employees in essential

operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

In the event that WLA needs to be closed for an extended period of time, the school board will make the decision on how to handle the additional days off with regards to pay for staff.

Security Inspections

WLA wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. WLA prohibits the possession, transfer, sale, or use of such materials on its premises. WLA requires the cooperation of all employees in administering this policy.

Employees are required to immediately notify their supervisor or the Executive Director of any illegal drugs, alcohol, firearms, explosives, or other inappropriate or improper materials which they observe or have reason to believe are on school grounds.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of WLA. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of WLA at any time, either with or without prior notice. This includes property in a company vehicle.

WLA likewise will not tolerate theft or unauthorized possession of the property of employees, WLA, visitors, and students. To facilitate enforcement of this policy, WLA or its representative may inspect desks and lockers. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto WLA's premises.

Individuals who refuse to cooperate will not be permitted to enter the premises of WLA.

Visitors in the Workplace

To provide for the safety and security of students, employees, and the facilities at WLA, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards student welfare, and avoids potential violence.

All visitors must enter WLA at the reception area. Authorized visitors will be directed to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on WLA's premises, employees must immediately notify their supervisor or escort the person to the reception area, or if the employee deems necessary, immediately contact the police, and then notify their supervisor.

Weapons Policy

Woodbury Leadership Academy is committed to providing a work environment that is free of hazardous or potentially dangerous situations. In non-parking areas storing, keeping, carrying and/or possessing handguns or other weapons in the workplace, by any employee, will not be tolerated unless one of the exceptions contained in Minn. Stat. § 624.714, Minn. Stat. 97B.045, 624.715 applies.

For purposes of this policy, employees are not allowed to keep, store, carry and/or possess handguns, BB guns, firearms of any kind (including but not limited to replica firearms), knives or other weapons (all referred to as "weapons" in this policy, unless a specific type of weapon is referenced) at any time while on WLA premises. "Premises" is defined as the physical places controlled by WLA and can include privately-owned or leased property:

- buildings
- grounds, including but not limited to playgrounds
- driveways
- streets
- sidewalks or walkways

Any employee who violates the above will be subject to immediate disciplinary action, up to and including termination.

WLA also prohibits persons other than employees from keeping, storing, carrying and/or possessing handguns or other weapons on WLA premises (excluding "parking areas" as defined below).

These "other persons" include students, parents, vendors, and visitors to WLA, excluding law enforcement officers. Employees must promptly report any information relating to any persons known to or reasonably suspected of keeping, storing, carrying and/or possessing handguns or other weapons on WLA premises.

An employee who believes that any employee or person is violating this weapons policy must immediately report the suspected violation to a supervisor or the Executive Director. If a supervisor or the Executive Director is not available, the employee must contact law enforcement. All reports of violations will be investigated and if the investigation indicates that a violation of this policy has occurred, timely and appropriate action will be taken. WLA will not tolerate retaliation against any employee because he or she reports a suspected violation of this policy.

Exception for permit holders in parking areas: It shall not be a violation of this policy if an employee or non-student adult with a lawful permit carries or possesses a firearm within the limited exceptions described in Minn. Stat. § 624.714, Minn. Stat. 97B.045, 624.715 in school parking areas. A "parking area" means the immediate vicinity of the employee/permit holder's vehicle.

EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about Woodbury Leadership Academy, and I understand that I should consult my supervisor regarding any questions not answered in the handbook. I have entered into my employment relationship with Woodbury Leadership Academy voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or Woodbury Leadership Academy can terminate the relationship at will, with or without cause, at any time, in accordance with state and federal law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to Woodbury Leadership Academy's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Executive Director of Woodbury Leadership Academy has the ability to adopt any revisions to the policies in this handbook. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.

I acknowledge the receipt of the employee handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. I understand that this signed acknowledgement form will be placed in my personnel file.

Employee's Signature

Date

Employee's Name (printed)

MONARCH BUS SERVICE, Inc.
MINNESOTA COACHES, Inc.

TRANSPORTATION SERVICE AGREEMENT
WOODBURY LEADERSHIP ACADEMY
2019-2020 SCHOOL YEAR
&
2020-2021 SCHOOL YEAR

Section I Introduction of Terms and Parties

1.1 PREAMBLE AND PARTIES

THIS TRANSPORTATION SERVICES CONTRACT (this “**Contract**” or this “**Agreement**”) is entered into by and between **WOODBURY LEADERSHIP Academy** hereupon and otherwise noted by the term “**School**”, and located at **8089 Globe Dr, Woodbury, MN 55125** (sometimes referred to collectively as “**School**”), and **Monarch Bus Service, Inc.**, a Minnesota corporation with its principal place of business located at 743 Taft St NE, Minneapolis, Minnesota 55113 (referred to herein as the “**Contractor**”) (collectively, the “**Parties**”).

The Contractor is a provider of school bus and related transportation services, including regular weekday school routes (“**Regular Routes**”), field trip and extracurricular charter trips (“**Field Trips**”), after-school activity routes (“**Activity Routes**”), transportation for special needs students (“**Special Needs Routes**”), and summer school routes (“**Summer Routes**”). Regular Routes, Field Trips, Activity Routes, Special Needs Routes, and Summer Routes are sometimes referred to collectively in this Agreement as the “**Services**”.

The School is a charter school under the laws of the State of Minnesota that desires to obtain the Services from the Contractor. The Contractor and the School desire to enter into this Agreement to set forth their respective rights and obligations with regard to the Services.

1.2 TERM OF CONTRACT

The term of this Contract (the “**Term**”) shall be a period of one (1) year, commencing July 1, 2019, (the “**Commencement Date**”), and terminating June 30th, 2020 (the “**Termination Date**”), unless earlier terminated or extended pursuant to the terms and conditions set forth herein.

1.3 TRANSPORTATION BOUNDARIES

The boundaries of this contracted transportation service shall be agreed upon and shall be set within the city of Woodbury, and within the boundaries of Independent School District 622 (North St. Paul – Oakdale – Maplewood) and Independent School District # 833 (So. Wash Co) including Cottage Grove, St. Paul Park, and Newport. Service may be expanded into other areas by mutual agreement.

Routes for each school year during the term shall be determined in substantially final form no later than ten (10) days prior to the first day of school.

1.4 SCHOOL TIMES AND TRIP LENGTHS – 2019-2020

(a) Buses will be scheduled to arrive at the **school**, by **9:10** am each day. Buses will be scheduled to arrive at the school by **3:55 pm Monday through Friday**, for dismissal beginning at **4:00 pm**. Buses will be scheduled to depart no later than 4:05 pm.

(b) Number of School Days. The “**school**” will provide the “**contractor**” with a school calendar prior to the start of school and will hold classes a minimum of 172 school days. Any extra costs related to additional service days, early dismissals or late starts other than described above, will be the responsibility of the “**school**” and will be billed accordingly by the “**contractor**”.

(c) Route Length and Boundaries. The parties understand that alterations to the route boundaries and/or agreed upon time period of 60 minutes may result in the need for additional buses. The “**school**” and the “**contractor**” will negotiate a separate and applicable daily rate, based on the ability to pair any additional buses needed to supply this additional service.

(d) Early Dismissals and Late Starts. Early dismissals and late starts interrupt the Contractor’s regular schedule of Services and may lead to additional costs incurred in providing the Services. Such costs will be the responsibility of the School and will be billed by the Contractor to the School at the Contractor’s regular rates. Notwithstanding the foregoing, it is understood and agreed that the School will have an early dismissal every Friday afternoon and that Contractor’s rates shall reflect this early dismissal.

Services or routes in addition to the services aforementioned in this contract will be provided only through the mutual consent of the “**contractor**” and “**school**”. The “**school**” will be liable for all extra expenses incurred resultant of such extra services or increased bus units.

1.5 STUDENT DATA AND ROUTE CHANGE REQUESTS

Each year during the term, the “**school**” will provide student data and enrollment information to the “**contractor**” no later than twenty-five (25) days prior to the first day of school, to allow the contractor time to establish safe and convenient bus stops and establish transportation routes for all students designated by the school to be transported. The “**contractor**” will work closely with School officials to determine the most efficient routes that will be finalized no later than 10 days prior to the start of school, and will provide route maps, and information regarding each student’s stop and pick-up times. School officials will work with the “**contractor**” in communicating this information to the parents and students prior to the start of school. Once established, routes will not be changed during the first two weeks of school, unless approved by the “**contractor**”. All stop change requests must be submitted in writing or via e-mail to the “**contractor**” and will be implemented according to the following schedule - **stop requests received prior to 12:00 noon on Tuesday will be implemented the following Thursday, stop requests received prior to 12:00 noon on Thursday will be implemented the following Tuesday.**

1.6 ROUTING ON PRIVATE PROPERTY AND CUL-DE-SACS

Careful planning will be done to ensure that to the maximum extent practicable, students spend no more than **60-65** minutes on the bus each day, coming to or traveling home from school. The “**contractor**” will provide route service to and from school using public streets and thoroughfares only. Due to property

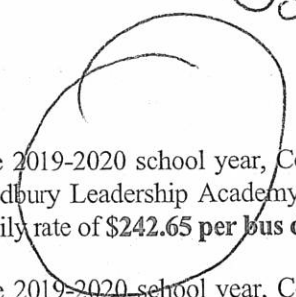
liability, regular full-sized school buses will not be routed such that they need to travel on private property including apartment drives, town-home complexes, private driveways or parking lots. In addition, full-size buses will not be routed in such a manner as to require a bus to back-up to turn around, such as cul-de-sacs or dead end streets. These types of services may require a smaller special needs type vehicle.

Section 2 Costs and Fees for Services

2.1 REGULAR TO AND FROM SCHOOL ROUTES

- (a) Regular Routes during 2019-2020 School Year. For the 2019-2020 school year, Contractor agrees to provide Regular Route transportation for Woodbury Leadership Academy using a total of **eight (8)** regular 65 passenger school buses at a daily rate of **\$242.65 per bus day.**
- (b) Regular Routes during 2020-2021 School Year. For the 2019-2020 school year, Contractor agrees to provide Regular Route transportation for Woodbury Leadership Academy using a total of **eight (8)** regular 65 passenger school buses at a daily rate of **\$253.57 per bus day.**
- (c) Estimated Billings for 2019-2020. Based on a school year of **172 operational days** and the daily rates set forth above, the total estimated annual cost of Regular Route transportation Services for Woodbury Leadership Academy during the 2019-2020 school year is **\$333,886.40.**
- (d) Estimated Billings for 2020-2021. Based on a school year of **172 operational days** and the daily rates set forth above, the total estimated annual cost of Regular Route transportation Services for Woodbury Leadership Academy during the 2020-2021 school year is **\$348,912.32**
- (e) Prepayment Required. For each year during the Term, the School agrees to pre-pay the expected annual cost of Regular Route transportation Services in ten equal payments, commencing August 15th and continuing on the 15th day of each month thereafter through and including May 15th when the final estimated payment shall be made.
- (f) Additional Billings. The Contractor will submit additional billings to the School on a weekly or monthly basis for added service or extra fees, including fuel surcharges. The School is required to remit payment upon receipt of these additional invoices within 30 calendar days.
- (g) Adjustments of Calendar. If the School's calendar is adjusted, and transportation is required for more than the minimum number of days stated above, the School understands that it will be responsible for the additional service at the daily rate provided herein, including any additional surcharges or fees.
- (h) Route Time Surcharge. If the actual length of a Regular Route exceeds 65 minutes, the Contractor will incur additional costs above and beyond the anticipated costs on which its daily rates are determined. The School recognizes these costs and agrees to pay an additional

Current States \$230.00



\$15 ↑
\$10.92 (2nd year)
\$53.57 ↑

incremental fee of \$12.50 per quarter hour, billed to the nearest quarter hour for Regular Routes that exceed 65 minutes in length. This incremental charge will be billed monthly as an additional charge pursuant to subsection (e), above.

- (i) Pairing of Routes. The Contractor's daily rates for Regular Routes are subject to and conditioned upon, among other things, Contractor's ability to "pair" the vehicle and driver on such Regular Route with a prior or subsequent route. A "**Paired Route**" is a Regular Route that allows the vehicle and driver on such Regular Route to perform an additional route for the School or another customer during the same morning or afternoon segment.
- (j) Revisions to Planned Routes and New Routes. From time-to-time throughout the Term, it may be necessary to revise existing Regular Routes or to add new Regular Routes. In such event, the School agrees to pay the Contractor for such new or revised routes as follows:
- a. For each additional AM or PM run of a Paired Route during the 2019-2020 School Year: \$121.32 per run. For each additional AM or PM run of a Paired Route during the 2020-2021 School Year: \$126.78 per run.
 - b. For each additional AM or PM run of a route that is not a Paired Route—2019-2020 School Year - \$189.90 per run (e.g., \$379.80/day for an AM and a PM Regular Route). For each additional AM or PM run of a route that is not a Paired Route—2020-2021 School Year - \$198.45 run (e.g., \$396.90 per day for an AM and a PM Regular Route).
- (k) Cancellations. When school cancellations occur because of inclement weather, power outages, labor disputes, or other events and the cancelled school days are not "made-up" by the School, the Contractor will credit the School 50% of the prepaid estimated billings for such day's Regular Routes. Credits will be applied monthly to the School's account, and a final reconciliation will be performed at the end of each school year. School will be responsible for 100% of the regular charges for any "make-up" days as a result of prior cancellations, and no credit will be provided by Contractor in such situation.
- (l) Early Dismissal or Late Starts. Because early dismissals and late starts impact the Contractor's Paired Routes, alterations to the School's normal schedule are subject to discussion and prior approval by the Contractor. Additionally, upon the Contractor's agreement to any such schedule alterations, the School will be responsible for any expenses or labor costs incurred by the Contractor as a result of such alterations.
- (m) Fuel Escalation Clause. Throughout the Term, this Contract shall be subject to a base fuel price of \$2.50 per gallon, excluding the federal excise tax of .2448 (the "**Base Price**"). To the extent the Contractor's actual costs of obtaining fuel exceed the Base Price, all costs in excess of the Base Price, including any increase in state taxes or fees, shall be paid by the School (the "**Fuel Surcharge Payment**"). For convenience, the Parties agree to calculate the Fuel Surcharge Payment based on the Contractor's miles traveled in performance of Services for the School as follows: (A) the difference between the Contractor's current fuel price, excluding federal excise tax, and the Base Price *multiplied by* (B) the Contractor's number of miles travelled providing Services for the School during the applicable reconciliation period *divided by* (C) 6.00. By way of example, if, in a given reconciliation period, the Contractor's base price for fuel, excluding the federal excise tax, equaled \$2.75 and the Contractor provided 10,000 miles of Services, the Fuel Surcharge Payment would be equal to \$416.67, calculated

as follows: $(\$2.75 - \$2.50) \times (10,000 / 6)$. The Fuel Surcharge will be billed and paid in accordance with subparagraph (e) of this Section. To the extent the Contractor's actual fuel costs do not exceed the Base Price, no Fuel Surcharge Payment shall be owed, and no credit shall be provided to School. The Fuel Surcharge Payment shall be calculated and assessed in connection with all Services provided under this Contract, including Summer Routes.

- (n) Technology Fee Assessment. The Contractor agrees to work with third-party vendors to make available to the School a range of technology and services, including in-vehicle video and GPS tracking and routing software (as described in more detail in Section 3, such services are sometime referred to collectively as the "Technology"). In consideration for the Contractor's agreement to make the Technology available on its vehicles, the School agrees to pay a monthly per-vehicle surcharge in the amount of \$65.00 per bus per month for a period of 10 months, which shall be invoiced and paid in accordance with subparagraph (d) of this Section.
- (o) Changes in Laws or Regulations. To the extent any change in applicable local, municipal, state, or federal laws, rules, regulations, or mandates is first enforced, imposed, or becomes effective against Contractor during the Term—including the enforcement of a previously adopted statute that first becomes effective during the Term or a change in application of current law—and such change increases the Contractor's costs of providing Services (a "Change in Law Event"), the School agrees to reimburse the Contractor for the Contractor's costs incurred as a result of such Change in Law Event, in a manner to be determined by Contractor in good faith. By way of example, and without limiting the generality of the foregoing, if the City of Minneapolis, the City of Saint Paul, or any other municipality or governmental entity first enforces the paid time off or paid sick leave ordinances recently adopted by such municipalities during the Term, then the Contractor shall charge the School its reasonable costs of compliance with such Change in Law Event, including both additional labor costs and any administrative or legal compliance costs.
- (p) PROMPT PAYMENT REQUIRED. Contractor's agreement to provide the Services is expressly conditioned upon School's full and prompt payment, or prepayment, as required, of all invoices for Services rendered, or to be rendered, pursuant to this Section 2.1. Contractor may immediately discontinue Services, with or without notice to School, in the event School fails to make timely payment under Section 2.1.

2.2 FIELD TRIP AND EXTRA CURRICULAR CHARTER TRIPS

- a. The costs associated with charter Services and field trips shall be separate from those associated with Routing. All costs and balances associated with charters and field trips must be remitted within ten days of the date on which the services were performed. Invoices and or balance sheets shall be generated on a monthly basis.
- b. **Base rate for 3 hours, non school days and school days before 9:15 AM & after 2:15 PM, not to exceed 50 miles round trip.** (An additional fuel surcharge will be assessed as a percentage of the total charge, when fuel prices exceed \$2.50 per gallon.) **Note: These rates are good for both the 2019-2020 and 2020-2021 school year.**

BEYOND 50 MILES BASE RATE EXCESS HOURLY EXCESS MILES

65 Passenger Bus	<u>\$ 190.00</u>	<u>\$ 57.50</u>	<u>\$ 1.50 per mile</u>
71 & 77 Passenger Bus	<u>\$ 190.00</u>	<u>\$ 57.50</u>	<u>\$ 1.50 per mile</u>
Bus W/ LIFT** **Limited Availability	<u>\$ 208.00</u>	<u>\$ 57.50</u>	<u>\$ 1.50 per mile</u>

- c. **Base rate for 3 hours, on school days only, between the hours of 9:15 AM & 2:15 PM PM not to exceed 50 miles round trip.** (An additional fuel surcharge will be assessed as a percentage of the total charge, when fuel prices exceed \$2.50 per gallon) **Note: These rates are good for both the 2019-2020 and 2020-2021 school year.**

BEYOND 50 MILES	BASE RATE	EXCESS HOURLY	EXCESS MILES
65 Passenger Bus	<u>\$ 156.75</u>	<u>\$57.50</u>	<u>\$1.50 per mile</u>
71 & 77 Passenger Bus	<u>\$ 156.75</u>	<u>\$ 57.50</u>	<u>\$1.50 per mile</u>
Bus W/ LIFT** **Limited Availability	<u>\$ 180.00</u>	<u>\$ 57.50</u>	<u>\$ 1.50 per mile</u>

- d. **Rate for trailers**

There will be a charge of \$80.00 per day per bus for the use of a trailer.

- e. **Cancellation Charges**

There will be a charge of \$80.00 per bus for any bus canceled on arrival, or canceled less than one (1) hour before the scheduled departure time from the designated point of origin.

- f. **Field Trip Late Charges & Cleaning Charges**

It should be noted that buses and drivers are limited in their availability. Much of the time, especially in the spring, buses are scheduled in and around other customer's requests. A bus and driver are not scheduled to stay with your group unless prior arrangements have been made requiring the bus to stay with your group. When the bus arrives for your pick-up, it is important to communicate with the driver any changes in your itinerary. When the bus is scheduled to leave your school or destination, that is the time the bus is expected to leave. Delays will cause significant problems and service issues for other customers, requiring additional handling and expense, or possibly resulting in a cancellation of the trip and lost revenue for the "contractor".

For this reason, the “contractor” may assess a surcharge of **\$80.00** whenever a bus is more than 15 minutes late returning from a charter destination. In addition, schools and teachers are required to remove any and all food wrappers, box lunches, trash, etc. that may have been brought on the bus as a part of a lunch program. Failure to do so may also result in an additional surcharge of **\$80.00**.

2.3 SPECIAL NEEDS TRANSPORTATION

If the “school” has need of special transportation services including smaller school buses, school buses equipped with lift equipment, or vehicles equipped with passenger seat belts for the purpose of securing car seats, booster seats, or harnesses, this specialized equipment may be made available. One Type A mini school bus without a lift will be made available at a rate of **\$242.65** per bus per day for the 2019-2020. If a lift is required, an additional **\$12.00 per day will be added to the daily rate**. Additional Type A mini-school buses, Type III vans or automobiles may be available to provide supplemental service for special transportation or HHM service, at a rate to be determined at the time of such request, and will be based on the time and miles to provide such service.

Similarly, if the “school” requires a personal care attendant or bus aide to ride the bus to meet the needs of a student with an IEP, the “contractor” may provide this additional service at a rate of **\$30.00 per hour with a minimum of four hours per day, two hours in the morning and two hours in the afternoon**.

If the “school” wishes to assign their own employee to ride any regular bus, to assist with student behavior management, or to meet the needs of a student with an IEP, it is understood that the “school” will be responsible for any additional costs due to driver labor and mileage or our ability to utilize the bus on additional runs paired with other charter schools.

2.3 AFTER SCHOOL ACTIVITY ROUTES

- a. At a time to be agreed to by the “contractor” and the “school”, the “contractor” will provide routing and bus service for additional scheduled after school activity routes. Buses that operate these routes will be restricted to a normal length of 55-60 minutes per run and a normal live mileage of less than 15 miles will be billed at a rate of **\$108.50** per bus per day. Buses that operate at a length of greater than 60-70 minutes or greater than 15 miles will be billed at a rate of **\$120.00** per bus per day. These services will be billed to the “school” at the end of each week or month. Payment will be remitted to the “contractor” within **30 days** of receipt.
- b. It is understood that bus availability is limited at certain dismissal times. Dismissal times may be negotiable and at the discretion of the “contractor”.

Section 3 Contractor Requirements

3.1 **TECHNOLOGY**

- (a) Contractor utilizes a computerized student data base and routing system called Versatrans®. School staff shall have access to the versatrans routing and student information system through its Versatrans® e-link, web based system. The school may update student information, address changes, and emergency contact information through the Versatrans® system. The Contractor will exercise reasonable care with regard to the handling of all personally identifiable student information.
- (b) Contractor utilizes the BUS CONDUCT® web based software to track all student behavior incident reports. Notwithstanding the foregoing, the School is solely responsible for responding to all e-mails and incident reports, as described in Section 5.
- (c) In exchange for School's payment of the Technology assessment, as provided under Section 2, Contractor agrees to equip all of its buses, and the buses of any subcontractors with a GPS tracking system, to record the movement of buses utilized for the transportation of the School's students. This system will identify the path of the route the bus followed as well as the time each authorized stop was made and how long the bus waited, along with arrival and departure times from the School.
- (d) In addition, the Contractor agrees to equip all of its buses, and the buses of any subcontractors with a video recording system, to monitor the driver's ability to manage student behavior and identify any problems or any students who violate the Contractor's behavior guidelines. Any recordings shall remain confidential and are the property of the Contractor. These recordings shall be made available to the School or law enforcement officials upon reasonable written request and in accordance with applicable data practices and student privacy laws and regulations.

3.2 **EQUIPMENT**

In performing Services for the School, the Contractor agrees to furnish school busses and other vehicles that conform in all materials respects with applicable state and federal laws, rules and regulations. All equipment utilized by the Contractor in performance of this Contract will be no older than 2001 model year and will be maintained and inspected on a regular basis, as required under applicable law, including Minnesota Statutes Section 169.451.

3.3 **DRIVERS AND STAFFING**

- a. The Contractor will employ a sufficient number of drivers to perform the Services. All drivers employed by the Contractor in connection with the performance of Services will be qualified to operate the class of motor vehicle which they are tasked with operating under applicable state and federal laws and regulations and will maintain in their possession, while providing the Services, a valid Minnesota Commercial Driver's License for the class of vehicle operated. The Contractor will maintain a comprehensive training program for drivers operating their vehicles, which will conform to applicable

state laws. Drivers who fail to adhere to the Contractor's standards and applicable laws will be subject to removal from service to the School at the request of the School.

- b. The Contractor agrees to make available sufficient staff members to perform duties pertaining to safety operations, dispatch/radio operations, telephone communications and route creation and development. The Contractor shall provide a comprehensive directory providing access to such staffing and personnel.

3.4 *MOTOR VEHICLE LIABILITY INSURANCE*

- a. The Contractor agrees to maintain in force throughout the Term motor vehicle liability insurance and comprehensive general liability insurance. The Automobile Liability Insurance policy or policies shall name Woodbury Leadership Academy as "additional insured" by endorsement only. The limits of the liability insurance policy shall not be less than one million dollars (\$1,000,000.00) per occurrence not less than two million dollars (\$2,000,000.00) aggregate.
- b. Contractor shall maintenance insurance in compliance with Minnesota Statutes Section 65B, the Minnesota No Fault Insurance Act. Additionally, Contractor shall maintain worker's compensation insurance in accordance with the requirements of Minnesota law.

A copy of the insurance coverage and endorsements in force will be furnished to the School Districts' Administrator to be kept on file at the site offices.

3.5 *OPERATIONAL PROCEDURES*

- a. Contact Person. The Contractor shall provide the School with an after-hours contact number for emergencies and extreme disciplinary issues. The School shall provide the Contractor with emergency contact information for each school director or person(s) responsible for making the decision to close school as a result of inclement weather or otherwise.
- b. Accident Procedures. In the event of an injury accident or other emergency involving the bus while students are on-board, the driver will notify the dispatcher via the radio system immediately, and the dispatcher will contact the School's administrator or after-hour service number. The dispatcher will also notify the police and emergency medical services (EMS), as appropriate. Continuation of Services will only happen after the mutual inspection and consent of the School administrator and the Contractor's safety coordinator. No students will be released on their own or to parents until the School Administrator or a police officer or other emergency responder has arrived on-site.
- b. Inclement Weather. Emergency school closings may occur due to inclement weather conditions or situations of concern. WCCO radio is the official School closing notification station, and the School will generally follow the closing schedule of either the Minneapolis or St. Paul Public Schools. Notwithstanding the foregoing, the School ultimately retains the right to make an independent determination regarding school closures, even if such determination diverges from the determination of the Minneapolis Public Schools and Saint Paul Public Schools. Billing for days on which Regular Route Services are not provided is addressed under Section 2.

3.6 *EEO STATEMENT*

Monarch Bus Service is committed to equal employment opportunity (EEO) without regard to race, color, religion, age, gender, national origin, sexual orientation, ancestry, veteran status, physical or mental disability, or any other characteristic protected under applicable law. Equal employment opportunity is a deeply-held value for the Contractor, and we strive to ensure a quality work environment for all employees. Monarch Bus Service believes that the establishment of a dignified workplace provides the foundation for an environment free of discrimination and harassment. Harassment of any kind is strictly prohibited. The company will not tolerate such behavior and will take immediate action to correct inappropriate workplace behavior. Monarch Bus Service will also ensure that others, including supervisor personnel, do not retaliate against individuals who come forward with harassment charges. Monarch Bus Service believes that affirmative action and equal employment opportunity are essential to the future of our company. We further believe that diversity is the right thing to do and is good business; Monarch Bus Service will be competitively advantaged by having a workplace where diversity and the contributions of individual employees are valued and appreciated. If the School has any concerns or questions regarding our EEO philosophy and practice, please contact Joe Hangge at (651) 251-8080.

Section 4 WOODBURY LEADERSHIP Academy Requirements

4.1 *FACILITIES AND LOAD ZONE*

The School agrees to maintain its loading and unloading zones in good condition, free of clutter, ice, or debris, and other safety hazards. Vehicles other than the Contractor's vehicles will not be allowed to park in a designated loading area during the AM and PM drop off and loading times.

4.2 *STAFFING AND SUPPORT*

The School shall provide a transportation liaison that is knowledgeable regarding the School's students and student parents/guardians. The School shall provide adequate staffing to assist with loading and unloading of buses at the School.

4.3 *STUDENT INFORMATION AND CONFIDENTIALITY*

School agrees to provide Contractor with an accurate student list, which shall include but not be limited to the student's full name, age, grade, teacher, address, telephone number, and emergency contact number. All of the student and parent information will be kept confidential at all times and will not be shared with anyone other than the appropriate Contractor or School officials.

The School will notify the Contractor in the event students with serious medical issues—including asthma, chronic seizures, weakness of heart, or other serious medical issues—are to be transported on Contractor's vehicles. The Contractor will keep such information confidential in accordance with the state of Minnesota rules pertaining to student data privacy. Information shall only be used in emergency circumstances and to aid the Contractor's safety staff.

4.4 **SAFE AND PROPER LOADING OF STUDENTS**

The School will be responsible for loading zone supervision during the morning and afternoon as well as the safe loading of all students on their correct bus each afternoon. The School will identify all Kindergarten and 1st Grade students with a “bus tag” stating all information pertinent to safely transporting such students to their correct stop. This information shall include but not be limited to each student’s name, grade, and bus stop. The student must have this information on his/her person (i.e. in the back pack or pinned to the inside of jacket) while riding the school bus. Failure to load the proper students on the proper bus will result in significant delays and additional costs, which shall be borne by the School.

4.5 **STUDENT INCIDENT TRACKING AND BUS CONDUCT®**

The School agrees to be responsible for dealing with student behavior issues and communicating consequences to the Contractor using the “BUS CONDUCT®” program, as described in more details in Sections 3 and 5.

Section 5 Student Management and Behavior

5.1 **TRANSPORTATION IS A PRIVILEGE NOT A RIGHT**

- (a) Minnesota Statutes Section 121A.59 states that transportation by school bus is a privilege not a right for an eligible student. A student’s eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or for violation of any other law governing student conduct pursuant to a written school district discipline policy. Revocation of a student’s bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act, Minn. Stat. 121A.40 *et. seq.* Revocation procedures for a student who is an individual with a disability under the Individuals with Disabilities Education Act, United States Code, title 20, section 1400 *et seq.*, section 504 of the Rehabilitation Act of 1973, United States Code, title 29, section 504 of the Rehabilitation Act of Law 101-336, are governed by these provisions. See Section 5.3 for additional information.

Pursuant to the Pupil Fair Dismissal Act, the Contractor has provided a brochure and a written policy regarding behavior guidelines concerning transportation and the consequences of misbehavior. By accepting and executing this Contract, School has agreed to adopt this as their formal written policy, except to the extent the Contractor has been provided a copy of an alternative written policy and has agreed in writing to accept such policy. The Contractor will retain ultimate authority regarding student discipline.

- b. In addition, the School agrees to provide all students with riding privileges, a classroom session of no less than One Hour on School Bus Safety Training. The Contractor will provide information to the School to assist with preparation of such session, upon

request. The Contractor will perform A, B and C type evacuation drills to meet the specifications set in the Minnesota School Bus Driver's Handbook.

5.2 *SPECIAL EDUCATION SERVICES AND CHILD RESTRAINT LAWS*

As is permitted under currently applicable law, the Contractor's Type A, B, C, and D school buses generally are not equipped with seat belts or other child restraints systems, while "Type III" vehicles are equipped with seat belts and other appropriate child restraint systems. Any changes in applicable law related to child restraint systems shall be subject to the Change in Law Event provisions of this Contract. In the event appropriate restraints are required in connection with Special Needs Routes, such restraints shall generally be provided by the School, but the Contractor may, but shall not be required to, provide restraints in connection with Special Needs Routes.

5.3 *STUDENT BEHAVIOR AND SCHOOL OFFICIALS RESPONSIBILITIES*

It is the Contractor's expectation and requirement that students and their parents/guardians will read and understand the rules provided by the Contractor pursuant to Section 5.1. The School will work closely with the Contractor to identify and correct a student whose behavior is unacceptable and considered a hindrance to safe travel. The School administrator will institute corrective procedure up to and including removal or suspension of bus riding privileges as needed. Report forms are due to the School office no later than 48 hours after the incident and should have a response turn around not to exceed 3 business days. Student discipline information is confidential and classified as restricted data under state and federal regulations, and may not be discussed with other parents, students, or staff of the School or co-workers within the transportation company. Only authorized School personnel or Contractor's management can remove or eject a student or suspend bus privileges of students. The Contractor reserves the right to refuse transportation both permanently and temporarily to students not adhering to behavior guidelines.

5.4 *PERSISTENT BEHAVIOR ISSUES*

- a. In the event that student behavior becomes a serious issue impacting transportation safety, the School will be asked to provide a bus aide or parent volunteer to assist the driver, at no cost to the Contractor and at the School's sole and absolute risk. The School will be responsible for providing transportation of this bus aide or parent volunteer to an existing stop along the route, where the aide or volunteer can board and de-board the bus. The School will defend, indemnify, and hold the Contractor harmless from and against any loss, cost, expense, or liability resulting from or in any way relating to such aide or volunteer's presence on Contractor's vehicle. The Contractor will not provide transportation to and from the school site if it interferes with the successful pairing of routes within the route sequence. Any additional costs for transporting the bus aide or parent back to the school or to an alternative stop will be the responsibility of the School and will be billed by the Contractor to the School.

- b. If student behavior persists, the Contractor or the School reserves the right to suspend or cancel service on an entire route, until such time that a bus aide or parent volunteer can be provided, a meeting with the parents is held, or the behavior issues are addressed, to the Contractor's satisfaction.

Section 6 Liability

6.1 DESIGNATION OF AUTHORIZED AGENTS

Except as provided to the contrary herein, Notices required or permitted hereunder shall be in writing and shall be deemed given (1) if and when personally delivered; (2) upon receipt, if sent by a nationally recognized overnight courier addressed to a Party at its address set forth below; (3) on the second business day after being deposited in the United States mail to the following addresses by postage prepaid certified or registered mail; or (4) upon confirmation of receipt by an authorized representative, if delivered by email. Any party may change its address for notice by giving written notice thereof in accordance with the provisions of this paragraph to the other parties.

Monarch Bus Service, Inc.
Attn: President
101 E. 10th Street, #300
Hastings, MN 55033
651-438-3777 (phone)
651-437-9197 (fax)

Woodbury Leadership Academy
Attn: Kathy Mortensen
8089 Globe Drive
Woodbury, MN 55155

6.2 LIABILITY AND HOLD HARMLESS CLAUSES

- a. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE SCHOOL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LAWSUITS AGAINST THE SCHOOL OR ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES (THE "SCHOOL PARTIES") FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE ACTIONS OF THE CONTRACTOR OR ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES (THE "CONTRACTOR PARTIES") RELATED TO THE PROVISION OF SERVICES UNDER THIS CONTRACT. THE CONTRACTOR SHALL PROMPTLY GIVE THE SCHOOL NOTICE OF ALL SUCH CLAIMS, DEMANDS OR LAWSUITS AND SHALL NOT COMPROMISE, SETTLE OR PAY ANY SUCH CLAIMS OR JUDGMENTS WITHOUT THE EXPRESS, WRITTEN APPROVAL OF THE SCHOOL OR THE SCHOOL'S INSURER.

- B. THE SCHOOL SHALL INDEMNIFY AND HOLD THE CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LAWSUITS AGAINST THE CONTRACTOR OR THE CONTRACTOR PARTIES FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE ACTIONS OF THE SCHOOL OR THE SCHOOL PARTIES AND RELATED TO THIS CONTRACT AND/OR THE SERVICES PROVIDED HEREUNDER. THE SCHOOL SHALL PROMPTLY GIVE THE CONTRACTOR NOTICE OF ALL SUCH CLAIMS, DEMANDS OR LAWSUITS AND SHALL NOT COMPROMISE, SETTLE OR PAY ANY SUCH CLAIMS OR JUDGMENTS WITHOUT THE EXPRESS, WRITTEN APPROVAL OF THE CONTRACTOR AND THE CONTRACTOR'S INSURER.
- c. In the event the Contractor is unable to provide Services contracted for or the School is unable to use the services of the Contractor because of acts of God, fire, riot, war, picketing, civil commotion, unavailability of fuel, or any other similar or like conditions (a "Force Majeure Event"), the Parties shall be temporarily excused from performance of their respective obligations under this Agreement to the extent that Force Majeure Event renders performance impracticable, except for the indemnity obligations set forth in this Section 6.2 a

Section 7 Mutual Agreement

7.1 COMPLIANCE WITH TERMS

Both parties have negotiated this agreement. They agree to comply with the terms set forth. Both are equally responsible for the drafting hereof and no presumption shall arise there from.

7.2 TERMINATION CLAUSE

This contract may be amended or terminated only in a writing signed by both Parties.

7.3 FAILURE TO PERFORM

Failure or refusal of either party to substantially perform the conditions of this Contract may permit the other party to terminate the contract upon thirty (30) days written notice in writing to the breaching party, unless within such thirty (30) day period the breaching party shall correct the performance to the reasonable satisfaction of the other party. Neither party shall be required to accept less than full performance of this Contract, unless otherwise agreed to in writing by the parties.

7.4 COUNTERPARTS

This Agreement may be executed in counterparts and delivered electronically in .PDF or similar format, and an electronic copy of a party's signature on this Agreement shall be fully enforceable in all respects.

7.5 **INTEGRATION CLAUSE**

This Agreement constitutes a fully integrated agreement and sets forth the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be supplemented or amended except in a writing signed by both Parties.

7.6 **GOVERNED BY MINNESOTA LAW**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ___ day of May, 2019.

SCHOOL

Woodbury Leadersnip Academy

CONTRACTOR

Monarch Bus Service, Inc.

By: _____

By: _____

Printed Name: Kathy Mortensen

Printed Name: Troy Nelson

Its: _____

Its: _____

MONARCH BUS SERVICE, Inc.
MINNESOTA COACHES, Inc.

TRANSPORTATION SERVICE AGREEMENT
WOODBURY LEADERSHIP ACADEMY
2019-2020 SCHOOL YEAR
&
2020-2021 SCHOOL YEAR

Section I Introduction of Terms and Parties

1.1 PREAMBLE AND PARTIES

THIS TRANSPORTATION SERVICES CONTRACT (this “**Contract**” or this “**Agreement**”) is entered into by and between **WOODBURY LEADERSHIP Academy** hereupon and otherwise noted by the term “**School**”, and located at **8089 Globe Dr, Woodbury, MN 55125** (sometimes referred to collectively as “**School**”), and **Monarch Bus Service, Inc.**, a Minnesota corporation with its principal place of business located at 743 Taft St NE, Minneapolis, Minnesota 55113 (referred to herein as the “**Contractor**”) (collectively, the “**Parties**”).

The Contractor is a provider of school bus and related transportation services, including regular weekday school routes (“**Regular Routes**”), field trip and extracurricular charter trips (“**Field Trips**”), after-school activity routes (“**Activity Routes**”), transportation for special needs students (“**Special Needs Routes**”), and summer school routes (“**Summer Routes**”). Regular Routes, Field Trips, Activity Routes, Special Needs Routes, and Summer Routes are sometimes referred to collectively in this Agreement as the “**Services**”.

The School is a charter school under the laws of the State of Minnesota that desires to obtain the Services from the Contractor. The Contractor and the School desire to enter into this Agreement to set forth their respective rights and obligations with regard to the Services.

1.2 TERM OF CONTRACT

The term of this Contract (the “**Term**”) shall be a period of one (1) year, commencing July 1, 2019, (the “**Commencement Date**”), and terminating June 30th, 2020 (the “**Termination Date**”), unless earlier terminated or extended pursuant to the terms and conditions set forth herein.

1.3 TRANSPORTATION BOUNDARIES

The boundaries of this contracted transportation service shall be agreed upon and shall be set within the city of Woodbury, and within the boundaries of Independent School District 622 (North St. Paul – Oakdale – Maplewood) and Independent School District # 833 (So. Wash Co) including Cottage Grove, St. Paul Park, and Newport. Service may be expanded into other areas by mutual agreement.

Routes for each school year during the term shall be determined in substantially final form no later than ten (10) days prior to the first day of school.

1.4 SCHOOL TIMES AND TRIP LENGTHS – 2019-2020

(a) Buses will be scheduled to arrive at the school, by **9:10** am each day. Buses will be scheduled to arrive at the school by **3:55 pm Monday through Friday**, for dismissal beginning at **4:00 pm**. **Buses will be scheduled to depart no later than 4:05 pm.**

(b) Number of School Days. The “school” will provide the “contractor” with a school calendar prior to the start of school and will hold classes a minimum of **172** school days. Any extra costs related to additional service days, early dismissals or late starts other than described above, will be the responsibility of the “school” and will be billed accordingly by the “contractor”.

(c) Route Length and Boundaries. The parties understand that alterations to the route boundaries and/or agreed upon time period of 60 minutes may result in the need for additional buses. The “school” and the “contractor” will negotiate a separate and applicable daily rate, based on the ability to pair any additional buses needed to supply this additional service.

(d) Early Dismissals and Late Starts. Early dismissals and late starts interrupt the Contractor’s regular schedule of Services and may lead to additional costs incurred in providing the Services. Such costs will be the responsibility of the School and will be billed by the Contractor to the School at the Contractor’s regular rates. Notwithstanding the foregoing, it is understood and agreed that the School will have an early dismissal every Friday afternoon and that Contractor’s rates shall reflect this early dismissal.

Services or routes in addition to the services aforementioned in this contract will be provided only through the mutual consent of the “contractor” and “school”. The “school” will be liable for all extra expenses incurred resultant of such extra services or increased bus units.

1.5 STUDENT DATA AND ROUTE CHANGE REQUESTS

Each year during the term, the “school” will provide student data and enrollment information to the “contractor” no later than twenty-five (25) days prior to the first day of school, to allow the contractor time to establish safe and convenient bus stops and establish transportation routes for all students designated by the school to be transported. The “contractor” will work closely with School officials to determine the most efficient routes that will be finalized no later than 10 days prior to the start of school, and will provide route maps, and information regarding each student’s stop and pick-up times. School officials will work with the “contractor” in communicating this information to the parents and students prior to the start of school. Once established, routes will not be changed during the first two weeks of school, unless approved by the “contractor”. All stop change requests must be submitted in writing or via e-mail to the “contractor” and will be implemented according to the following schedule - **stop requests received prior to 12:00 noon on Tuesday will be implemented the following Thursday, stop requests received prior to 12:00 noon on Thursday will be implemented the following Tuesday.**

1.6 ROUTING ON PRIVATE PROPERTY AND CUL-DE-SACS

Careful planning will be done to ensure that to the maximum extent practicable, students spend no more than **60-65** minutes on the bus each day, coming to or traveling home from school. The “contractor” will provide route service to and from school using public streets and thoroughfares only. Due to property

liability, regular full-sized school buses will not be routed such that they need to travel on private property including apartment drives, town-home complexes, private driveways or parking lots. In addition, full-size buses will not be routed in such a manner as to require a bus to back-up to turn around, such as cul-de-sacs or dead end streets. These types of services may require a smaller special needs type vehicle.

Section 2 Costs and Fees for Services

2.1 REGULAR TO AND FROM SCHOOL ROUTES

- (a) Regular Routes during 2019-2020 School Year. For the 2019-2020 school year, Contractor agrees to provide Regular Route transportation for Woodbury Leadership Academy using a total of **eight (8)** regular 65 passenger school buses at a daily rate of **\$242.65 per bus day.**
- (b) Regular Routes during 2020-2021 School Year. For the 2019-2020 school year, Contractor agrees to provide Regular Route transportation for Woodbury Leadership Academy using a total of **eight (8)** regular 65 passenger school buses at a daily rate of **\$253.57 per bus day.**
- (c) Estimated Billings for 2019-2020. Based on a school year of **172 operational days** and the daily rates set forth above, the total estimated annual cost of Regular Route transportation Services for Woodbury Leadership Academy during the 2019-2020 school year is **\$333,886.40.**
- (d) Estimated Billings for 2020-2021. Based on a school year of **172 operational days** and the daily rates set forth above, the total estimated annual cost of Regular Route transportation Services for Woodbury Leadership Academy during the 2020-2021 school year is **\$348,912.32**
- (e) Prepayment Required. For each year during the Term, the School agrees to pre-pay the expected annual cost of Regular Route transportation Services in ten equal payments, commencing August 15th and continuing on the 15th day of each month thereafter through and including May 15th when the final estimated payment shall be made.
- (f) Additional Billings. The Contractor will submit additional billings to the School on a weekly or monthly basis for added service or extra fees, including fuel surcharges. The School is required to remit payment upon receipt of these additional invoices within 30 calendar days.
- (g) Adjustments of Calendar. If the School's calendar is adjusted, and transportation is required for more than the minimum number of days stated above, the School understands that it will be responsible for the additional service at the daily rate provided herein, including any additional surcharges or fees.
- (h) Route Time Surcharge. If the actual length of a Regular Route exceeds 65 minutes, the Contractor will incur additional costs above and beyond the anticipated costs on which its daily rates are determined. The School recognizes these costs and agrees to pay an additional

incremental fee of \$12.50 per quarter hour, billed to the nearest quarter hour for Regular Routes that exceed 65 minutes in length. This incremental charge will be billed monthly as an additional charge pursuant to subsection (e), above.

- (i) Pairing of Routes. The Contractor's daily rates for Regular Routes are subject to and conditioned upon, among other things, Contractor's ability to "pair" the vehicle and driver on such Regular Route with a prior or subsequent route. A "Paired Route" is a Regular Route that allows the vehicle and driver on such Regular Route to perform an additional route for the School or another customer during the same morning or afternoon segment.
- (j) Revisions to Planned Routes and New Routes. From time-to-time throughout the Term, it may be necessary to revise existing Regular Routes or to add new Regular Routes. In such event, the School agrees to pay the Contractor for such new or revised routes as follows:
- a. For each additional AM or PM run of a Paired Route during the 2019-2020 School Year: \$121.32 per run. For each additional AM or PM run of a Paired Route during the 2020-2021 School Year: \$126.78 per run.
 - b. For each additional AM or PM run of a route that is not a Paired Route—2019-2020 School Year - \$189.90 per run (e.g., \$379.80/day for an AM and a PM Regular Route). For each additional AM or PM run of a route that is not a Paired Route—2020-2021 School Year - \$198.45 run (e.g., \$396.90 per day for an AM and a PM Regular Route).
- (k) Cancellations. When school cancellations occur because of inclement weather, power outages, labor disputes, or other events and the cancelled school days are not "made-up" by the School, the Contractor will credit the School 50% of the prepaid estimated billings for such day's Regular Routes. Credits will be applied monthly to the School's account, and a final reconciliation will be performed at the end of each school year. School will be responsible for 100% of the regular charges for any "make-up" days as a result of prior cancellations, and no credit will be provided by Contractor in such situation.
- (l) Early Dismissal or Late Starts. Because early dismissals and late starts impact the Contractor's Paired Routes, alterations to the School's normal schedule are subject to discussion and prior approval by the Contractor. Additionally, upon the Contractor's agreement to any such schedule alterations, the School will be responsible for any expenses or labor costs incurred by the Contractor as a result of such alterations.
- (m) Fuel Escalation Clause. Throughout the Term, this Contract shall be subject to a base fuel price of \$2.50 per gallon, excluding the federal excise tax of .2448 (the "Base Price"). To the extent the Contractor's actual costs of obtaining fuel exceed the Base Price, all costs in excess of the Base Price, including any increase in state taxes or fees, shall be paid by the School (the "Fuel Surcharge Payment"). For convenience, the Parties agree to calculate the Fuel Surcharge Payment based on the Contractor's miles traveled in performance of Services for the School as follows: (A) the difference between the Contractor's current fuel price, excluding federal excise tax, and the Base Price *multiplied by* (B) the Contractor's number of miles travelled providing Services for the School during the applicable reconciliation period *divided by* (C) 6.00. By way of example, if, in a given reconciliation period, the Contractor's base price for fuel, excluding the federal excise tax, equaled \$2.75 and the Contractor provided 10,000 miles of Services, the Fuel Surcharge Payment would be equal to \$416.67, calculated

as follows: $(\$2.75 - \$2.50) \times (10,000 / 6)$. The Fuel Surcharge will be billed and paid in accordance with subparagraph (e) of this Section. To the extent the Contractor’s actual fuel costs do not exceed the Base Price, no Fuel Surcharge Payment shall be owed, and no credit shall be provided to School. The Fuel Surcharge Payment shall be calculated and assessed in connection with all Services provided under this Contract, including Summer Routes.

- (n) Technology Fee Assessment. The Contractor agrees to work with third-party vendors to make available to the School a range of technology and services, including in-vehicle video and GPS tracking and routing software (as described in more detail in Section 3, such services are sometime referred to collectively as the “**Technology**”). In consideration for the Contractor’s agreement to make the Technology available on its vehicles, the School agrees to pay a monthly per-vehicle surcharge in the amount of \$65.00 per bus per month for a period of 10 months, which shall be invoiced and paid in accordance with subparagraph (d) of this Section.
- (o) Changes in Laws or Regulations. To the extent any change in applicable local, municipal, state, or federal laws, rules, regulations, or mandates is first enforced, imposed, or becomes effective against Contractor during the Term—including the enforcement of a previously adopted statute that first becomes effective during the Term or a change in application of current law—and such change increases the Contractor’s costs of providing Services (a “**Change in Law Event**”), the School agrees to reimburse the Contractor for the Contractor’s costs incurred as a result of such Change in Law Event, in a manner to be determined by Contractor in good faith. By way of example, and without limiting the generality of the foregoing, if the City of Minneapolis, the City of Saint Paul, or any other municipality or governmental entity first enforces the paid time off or paid sick leave ordinances recently adopted by such municipalities during the Term, then the Contractor shall charge the School its reasonable costs of compliance with such Change in Law Event, including both additional labor costs and any administrative or legal compliance costs.
- (p) PROMPT PAYMENT REQUIRED. Contractor’s agreement to provide the Services is expressly conditioned upon School’s full and prompt payment, or prepayment, as required, of all invoices for Services rendered, or to be rendered, pursuant to this Section 2.1. Contractor may immediately discontinue Services, with or without notice to School, in the event School fails to make timely payment under Section 2.1.

2.2 FIELD TRIP AND EXTRA CURRICULAR CHARTER TRIPS

- a. The costs associated with charter Services and field trips shall be separate from those associated with Routing. All costs and balances associated with charters and field trips must be remitted within ten days of the date on which the services were performed. Invoices and or balance sheets shall be generated on a monthly basis.
- b. **Base rate for 3 hours, non school days and school days before 9:15 AM & after 2:15 PM, not to exceed 50 miles round trip.** (An additional fuel surcharge will be assessed as a percentage of the total charge, when fuel prices exceed \$2.50 per gallon.) **Note: These rates are good for both the 2019-2020 and 2020-2021 school year.**

BEYOND 50 MILES BASE RATE EXCESS HOURLY EXCESS MILES

65 Passenger Bus	<u>\$ 190.00</u>	<u>\$ 57.50</u>	<u>\$ 1.50 per mile</u>
71 & 77 Passenger Bus	<u>\$ 190.00</u>	<u>\$ 57.50</u>	<u>\$ 1.50 per mile</u>
Bus W/ LIFT** **Limited Availability	<u>\$ 208.00</u>	<u>\$ 57.50</u>	<u>\$ 1.50 per mile</u>

- c. **Base rate for 3 hours, on school days only, between the hours of 9:15 AM & 2:15 PM PM not to exceed 50 miles round trip.** (An additional fuel surcharge will be assessed as a percentage of the total charge, when fuel prices exceed \$2.50 per gallon) **Note: These rates are good for both the 2019-2020 and 2020-2021 school year.**

BEYOND 50 MILES	BASE RATE	EXCESS HOURLY	EXCESS MILES
65 Passenger Bus	<u>\$ 156.75</u>	<u>\$57.50</u>	<u>\$1.50 per mile</u>
71 & 77 Passenger Bus	<u>\$ 156.75</u>	<u>\$ 57.50</u>	<u>\$1.50 per mile</u>
Bus W/ LIFT** **Limited Availability	<u>\$ 180.00</u>	<u>\$ 57.50</u>	<u>\$ 1.50 per mile</u>

- d. **Rate for trailers**

There will be a charge of \$80.00 per day per bus for the use of a trailer.

- e. **Cancellation Charges**

There will be a charge of \$80.00 per bus for any bus canceled on arrival, or canceled less than one (1) hour before the scheduled departure time from the designated point of origin.

- f. **Field Trip Late Charges & Cleaning Charges**

It should be noted that buses and drivers are limited in their availability. Much of the time, especially in the spring, buses are scheduled in and around other customer's requests. A bus and driver are not scheduled to stay with your group unless prior arrangements have been made requiring the bus to stay with your group. When the bus arrives for your pick-up, it is important to communicate with the driver any changes in your itinerary. When the bus is scheduled to leave your school or destination, that is the time the bus is expected to leave. Delays will cause significant problems and service issues for other customers, requiring additional handling and expense, or possibly resulting in a cancellation of the trip and lost revenue for the "contractor".

For this reason, the “contractor” may assess a surcharge of **\$80.00** whenever a bus is more than 15 minutes late returning from a charter destination. In addition, schools and teachers are required to remove any and all food wrappers, box lunches, trash, etc. that may have been brought on the bus as a part of a lunch program. Failure to do so may also result in an additional surcharge of **\$80.00**.

2.3 SPECIAL NEEDS TRANSPORTATION

If the “school” has need of special transportation services including smaller school buses, school buses equipped with lift equipment, or vehicles equipped with passenger seat belts for the purpose of securing car seats, booster seats, or harnesses, this specialized equipment may be made available. One Type A mini school bus without a lift will be made available at a rate of **\$242.65** per bus per day for the 2019-2020. If a lift is required, an additional **\$12.00 per day will be added to the daily rate**. Additional Type A mini-school buses, Type III vans or automobiles may be available to provide supplemental service for special transportation or HHM service, at a rate to be determined at the time of such request, and will be based on the time and miles to provide such service.

Similarly, if the “school” requires a personal care attendant or bus aide to ride the bus to meet the needs of a student with an IEP, the “contractor” may provide this additional service at a rate of **\$30.00 per hour with a minimum of four hours per day, two hours in the morning and two hours in the afternoon**.

If the “school” wishes to assign their own employee to ride any regular bus, to assist with student behavior management, or to meet the needs of a student with an IEP, it is understood that the “school” will be responsible for any additional costs due to driver labor and mileage or our ability to utilize the bus on additional runs paired with other charter schools.

2.3 AFTER SCHOOL ACTIVITY ROUTES

- a. At a time to be agreed to by the “contractor” and the “school”, the “contractor” will provide routing and bus service for additional scheduled after school activity routes. Buses that operate these routes will be restricted to a normal length of 55-60 minutes per run and a normal live mileage of less than 15 miles will be billed at a rate of **\$108.50** per bus per day. Buses that operate at a length of greater than 60-70 minutes or greater than 15 miles will be billed at a rate of **\$120.00** per bus per day. These services will be billed to the “school” at the end of each week or month. Payment will be remitted to the “contractor” within **30 days** of receipt.
- b. It is understood that bus availability is limited at certain dismissal times. Dismissal times may be negotiable and at the discretion of the “contractor”.

Section 3 Contractor Requirements

3.1 *TECHNOLOGY*

- (a) Contractor utilizes a computerized student data base and routing system called Versatrans®. School staff shall have access to the versatrans routing and student information system through its Versatrans® e-link, web based system. The school may update student information, address changes, and emergency contact information through the Versatrans® system. The Contractor will exercise reasonable care with regard to the handling of all personally identifiable student information.
- (b) Contractor utilizes the BUS CONDUCT® web based software to track all student behavior incident reports. Notwithstanding the foregoing, the School is solely responsible for responding to all e-mails and incident reports, as described in Section 5.
- (c) In exchange for School's payment of the Technology assessment, as provided under Section 2, Contractor agrees to equip all of its buses, and the buses of any subcontractors with a GPS tracking system, to record the movement of buses utilized for the transportation of the School's students. This system will identify the path of the route the bus followed as well as the time each authorized stop was made and how long the bus waited, along with arrival and departure times from the School.
- (d) In addition, the Contractor agrees to equip all of its buses, and the buses of any subcontractors with a video recording system, to monitor the driver's ability to manage student behavior and identify any problems or any students who violate the Contractor's behavior guidelines. Any recordings shall remain confidential and are the property of the Contractor. These recordings shall be made available to the School or law enforcement officials upon reasonable written request and in accordance with applicable data practices and student privacy laws and regulations.

3.2 *EQUIPMENT*

In performing Services for the School, the Contractor agrees to furnish school busses and other vehicles that conform in all materials respects with applicable state and federal laws, rules and regulations. All equipment utilized by the Contractor in performance of this Contract will be no older than 2001 model year and will be maintained and inspected on a regular basis, as required under applicable law, including Minnesota Statutes Section 169.451.

3.3 *DRIVERS AND STAFFING*

- a. The Contractor will employ a sufficient number of drivers to perform the Services. All drivers employed by the Contractor in connection with the performance of Services will be qualified to operate the class of motor vehicle which they are tasked with operating under applicable state and federal laws and regulations and will maintain in their possession, while providing the Services, a valid Minnesota Commercial Driver's License for the class of vehicle operated. The Contractor will maintain a comprehensive training program for drivers operating their vehicles, which will conform to applicable

state laws. Drivers who fail to adhere to the Contractor's standards and applicable laws will be subject to removal from service to the School at the request of the School.

- b. The Contractor agrees to make available sufficient staff members to perform duties pertaining to safety operations, dispatch/radio operations, telephone communications and route creation and development. The Contractor shall provide a comprehensive directory providing access to such staffing and personnel.

3.4 **MOTOR VEHICLE LIABILITY INSURANCE**

- a. The Contractor agrees to maintain in force throughout the Term motor vehicle liability insurance and comprehensive general liability insurance. The Automobile Liability Insurance policy or policies shall name Woodbury Leadership Academy as "additional insured" by endorsement only. The limits of the liability insurance policy shall not be less than one million dollars (\$1,000,000.00) per occurrence not less than two million dollars (\$2,000,000.00) aggregate.
- b. Contractor shall maintenance insurance in compliance with Minnesota Statutes Section 65B, the Minnesota No Fault Insurance Act. Additionally, Contractor shall maintain worker's compensation insurance in accordance with the requirements of Minnesota law.

A copy of the insurance coverage and endorsements in force will be furnished to the School Districts' Administrator to be kept on file at the site offices.

3.5 **OPERATIONAL PROCEDURES**

- a. Contact Person. The Contractor shall provide the School with an after-hours contact number for emergencies and extreme disciplinary issues. The School shall provide the Contractor with emergency contact information for each school director or person(s) responsible for making the decision to close school as a result of inclement weather or otherwise.
- b. Accident Procedures. In the event of an injury accident or other emergency involving the bus while students are on-board, the driver will notify the dispatcher via the radio system immediately, and the dispatcher will contact the School's administrator or after-hour service number. The dispatcher will also notify the police and emergency medical services (EMS), as appropriate. Continuation of Services will only happen after the mutual inspection and consent of the School administrator and the Contractor's safety coordinator. No students will be released on their own or to parents until the School Administrator or a police officer or other emergency responder has arrived on-site.
- b. Inclement Weather. Emergency school closings may occur due to inclement weather conditions or situations of concern. WCCO radio is the official School closing notification station, and the School will generally follow the closing schedule of either the Minneapolis or St. Paul Public Schools. Notwithstanding the foregoing, the School ultimately retains the right to make an independent determination regarding school closures, even if such determination diverges from the determination of the Minneapolis Public Schools and Saint Paul Public Schools. Billing for days on which Regular Route Services are not provided is addressed under Section 2.

3.6 *EEO STATEMENT*

Monarch Bus Service is committed to equal employment opportunity (EEO) without regard to race, color, religion, age, gender, national origin, sexual orientation, ancestry, veteran status, physical or mental disability, or any other characteristic protected under applicable law. Equal employment opportunity is a deeply-held value for the Contractor, and we strive to ensure a quality work environment for all employees. Monarch Bus Service believes that the establishment of a dignified workplace provides the foundation for an environment free of discrimination and harassment. Harassment of any kind is strictly prohibited. The company will not tolerate such behavior and will take immediate action to correct inappropriate workplace behavior. Monarch Bus Service will also ensure that others, including supervisor personnel, do not retaliate against individuals who come forward with harassment charges. Monarch Bus Service believes that affirmative action and equal employment opportunity are essential to the future of our company. We further believe that diversity is the right thing to do and is good business; Monarch Bus Service will be competitively advantaged by having a workplace where diversity and the contributions of individual employees are valued and appreciated. If the School has any concerns or questions regarding our EEO philosophy and practice, please contact Joe Hangge at (651) 251-8080.

Section 4 WOODBURY LEADERSHIP Academy Requirements

4.1 *FACILITIES AND LOAD ZONE*

The School agrees to maintain its loading and unloading zones in good condition, free of clutter, ice, or debris, and other safety hazards. Vehicles other than the Contractor's vehicles will not be allowed to park in a designated loading area during the AM and PM drop off and loading times.

4.2 *STAFFING AND SUPPORT*

The School shall provide a transportation liaison that is knowledgeable regarding the School's students and student parents/guardians. The School shall provide adequate staffing to assist with loading and unloading of buses at the School.

4.3 *STUDENT INFORMATION AND CONFIDENTIALITY*

School agrees to provide Contractor with an accurate student list, which shall include but not be limited to the student's full name, age, grade, teacher, address, telephone number, and emergency contact number. All of the student and parent information will be kept confidential at all times and will not be shared with anyone other than the appropriate Contractor or School officials.

The School will notify the Contractor in the event students with serious medical issues—including asthma, chronic seizures, weakness of heart, or other serious medical issues—are to be transported on Contractor's vehicles. The Contractor will keep such information confidential in accordance with the state of Minnesota rules pertaining to student data privacy. Information shall only be used in emergency circumstances and to aid the Contractor's safety staff.

4.4 **SAFE AND PROPER LOADING OF STUDENTS**

The School will be responsible for loading zone supervision during the morning and afternoon as well as the safe loading of all students on their correct bus each afternoon. The School will identify all Kindergarten and 1st Grade students with a “bus tag” stating all information pertinent to safely transporting such students to their correct stop. This information shall include but not be limited to each student’s name, grade, and bus stop. The student must have this information on his/her person (i.e. in the back pack or pinned to the inside of jacket) while riding the school bus. Failure to load the proper students on the proper bus will result in significant delays and additional costs, which shall be borne by the School.

4.5 **STUDENT INCIDENT TRACKING AND BUS CONDUCT®**

The School agrees to be responsible for dealing with student behavior issues and communicating consequences to the Contractor using the “BUS CONDUCT®” program, as described in more details in Sections 3 and 5.

Section 5 Student Management and Behavior

5.1 **TRANSPORTATION IS A PRIVILEGE NOT A RIGHT**

- (a) Minnesota Statutes Section 121A.59 states that **transportation by school bus is a privilege not a right for an eligible student.** A student’s eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or for violation of any other law governing student conduct pursuant to a written school district discipline policy. Revocation of a student’s bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act, Minn. Stat. 121A.40 *et. seq.* Revocation procedures for a student who is an individual with a disability under the Individuals with Disabilities Education Act, United States Code, title 20, section 1400 *et seq.*, section 504 of the Rehabilitation Act of 1973, United States Code, title 29, section 504 of the Rehabilitation Act of Law 101-336, are governed by these provisions. See Section 5.3 for additional information.

Pursuant to the Pupil Fair Dismissal Act, the Contractor has provided a brochure and a written policy regarding behavior guidelines concerning transportation and the consequences of misbehavior. By accepting and executing this Contract, School has agreed to adopt this as their formal written policy, except to the extent the Contractor has been provided a copy of an alternative written policy and has agreed in writing to accept such policy. The Contractor will retain ultimate authority regarding student discipline.

- b. In addition, the School agrees to provide all students with riding privileges, a classroom session of no less than One Hour on School Bus Safety Training. The Contractor will provide information to the School to assist with preparation of such session, upon

request. The Contractor will perform A, B and C type evacuation drills to meet the specifications set in the Minnesota School Bus Driver's Handbook.

5.2 *SPECIAL EDUCATION SERVICES AND CHILD RESTRAINT LAWS*

As is permitted under currently applicable law, the Contractor's Type A, B, C, and D school buses generally are not equipped with seat belts or other child restraints systems, while "Type III" vehicles are equipped with seat belts and other appropriate child restraint systems. Any changes in applicable law related to child restraint systems shall be subject to the Change in Law Event provisions of this Contract. In the event appropriate restraints are required in connection with Special Needs Routes, such restraints shall generally be provided by the School, but the Contractor may, but shall not be required to, provide restraints in connection with Special Needs Routes.

5.3 *STUDENT BEHAVIOR AND SCHOOL OFFICIALS RESPONSIBILITIES*

It is the Contractor's expectation and requirement that students and their parents/guardians will read and understand the rules provided by the Contractor pursuant to Section 5.1. The School will work closely with the Contractor to identify and correct a student whose behavior is unacceptable and considered a hindrance to safe travel. The School administrator will institute corrective procedure up to and including removal or suspension of bus riding privileges as needed. Report forms are due to the School office no later than 48 hours after the incident and should have a response turn around not to exceed 3 business days. Student discipline information is confidential and classified as restricted data under state and federal regulations, and may not be discussed with other parents, students, or staff of the School or co-workers within the transportation company. Only authorized School personnel or Contractor's management can remove or eject a student or suspend bus privileges of students. The Contractor reserves the right to refuse transportation both permanently and temporarily to students not adhering to behavior guidelines.

5.4 *PERSISTENT BEHAVIOR ISSUES*

- a. In the event that student behavior becomes a serious issue impacting transportation safety, the School will be asked to provide a bus aide or parent volunteer to assist the driver, at no cost to the Contractor and at the School's sole and absolute risk. The School will be responsible for providing transportation of this bus aide or parent volunteer to an existing stop along the route, where the aide or volunteer can board and de-board the bus. The School will defend, indemnify, and hold the Contractor harmless from and against any loss, cost, expense, or liability resulting from or in any way relating to such aide or volunteer's presence on Contractor's vehicle. The Contractor will not provide transportation to and from the school site if it interferes with the successful pairing of routes within the route sequence. Any additional costs for transporting the bus aide or parent back to the school or to an alternative stop will be the responsibility of the School and will be billed by the Contractor to the School.

- b. If student behavior persists, the Contractor or the School reserves the right to suspend or cancel service on an entire route, until such time that a bus aide or parent volunteer can be provided, a meeting with the parents is held, or the behavior issues are addressed, to the Contractor's satisfaction.

Section 6 Liability

6.1 DESIGNATION OF AUTHORIZED AGENTS

Except as provided to the contrary herein, Notices required or permitted hereunder shall be in writing and shall be deemed given (1) if and when personally delivered; (2) upon receipt, if sent by a nationally recognized overnight courier addressed to a Party at its address set forth below; (3) on the second business day after being deposited in the United States mail to the following addresses by postage prepaid certified or registered mail; or (4) upon confirmation of receipt by an authorized representative, if delivered by email. Any party may change its address for notice by giving written notice thereof in accordance with the provisions of this paragraph to the other parties.

Monarch Bus Service, Inc.
Attn: President
101 E. 10th Street, #300
Hastings, MN 55033
651-438-3777 (phone)
651-437-9197 (fax)

Woodbury Leadership Academy
Attn: Kathy Mortensen
8089 Globe Drive
Woodbury, MN 55155

6.2 LIABILITY AND HOLD HARMLESS CLAUSES

- a. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE SCHOOL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LAWSUITS AGAINST THE SCHOOL OR ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES (THE "SCHOOL PARTIES") FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE ACTIONS OF THE CONTRACTOR OR ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES (THE "CONTRACTOR PARTIES") RELATED TO THE PROVISION OF SERVICES UNDER THIS CONTRACT. THE CONTRACTOR SHALL PROMPTLY GIVE THE SCHOOL NOTICE OF ALL SUCH CLAIMS, DEMANDS OR LAWSUITS AND SHALL NOT COMPROMISE, SETTLE OR PAY ANY SUCH CLAIMS OR JUDGMENTS WITHOUT THE EXPRESS, WRITTEN APPROVAL OF THE SCHOOL OR THE SCHOOL'S INSURER.

- B. THE SCHOOL SHALL INDEMNIFY AND HOLD THE CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LAWSUITS AGAINST THE CONTRACTOR OR THE CONTRACTOR PARTIES FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE ACTIONS OF THE SCHOOL OR THE SCHOOL PARTIES AND RELATED TO THIS CONTRACT AND/OR THE SERVICES PROVIDED HEREUNDER. THE SCHOOL SHALL PROMPTLY GIVE THE CONTRACTOR NOTICE OF ALL SUCH CLAIMS, DEMANDS OR LAWSUITS AND SHALL NOT COMPROMISE, SETTLE OR PAY ANY SUCH CLAIMS OR JUDGMENTS WITHOUT THE EXPRESS, WRITTEN APPROVAL OF THE CONTRACTOR AND THE CONTRACTOR'S INSURER.
- c. In the event the Contractor is unable to provide Services contracted for or the School is unable to use the services of the Contractor because of acts of God, fire, riot, war, picketing, civil commotion, unavailability of fuel, or any other similar or like conditions (a "Force Majeure Event"), the Parties shall be temporarily excused from performance of their respective obligations under this Agreement to the extent that Force Majeure Event renders performance impracticable, except for the indemnity obligations set forth in this Section 6.2 a

Section 7 Mutual Agreement

7.1 COMPLIANCE WITH TERMS

Both parties have negotiated this agreement. They agree to comply with the terms set forth. Both are equally responsible for the drafting hereof and no presumption shall arise there from.

7.2 TERMINATION CLAUSE

This contract may be amended or terminated only in a writing signed by both Parties.

7.3 FAILURE TO PERFORM

Failure or refusal of either party to substantially perform the conditions of this Contract may permit the other party to terminate the contract upon thirty (30) days written notice in writing to the breaching party, unless within such thirty (30) day period the breaching party shall correct the performance to the reasonable satisfaction of the other party. Neither party shall be required to accept less than full performance of this Contract, unless otherwise agreed to in writing by the parties.

7.4 COUNTERPARTS

This Agreement may be executed in counterparts and delivered electronically in .PDF or similar format, and an electronic copy of a party's signature on this Agreement shall be fully enforceable in all respects.

7.5 **INTEGRATION CLAUSE**

This Agreement constitutes a fully integrated agreement and sets forth the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be supplemented or amended except in a writing signed by both Parties.

7.6 **GOVERNED BY MINNESOTA LAW**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ___ day of May, 2019.

SCHOOL

Woodbury Leadersnip Academy

CONTRACTOR

Monarch Bus Service, Inc.

By: _____

By: _____

Printed Name: Kathy Mortensen

Printed Name: Troy Nelson

Its: _____

Its: _____

**AGREEMENT FOR THE PROVISION OF LEGAL SERVICES TO
WOODBURY LEADERSHIP ACADEMY CHARTER SCHOOL BY
MARTIN LAW FIRM PLLC**

THIS AGREEMENT is made and entered into by and between Woodbury Leadership Academy Charter School and Martin Law Firm PLLC.

ARTICLE I: SERVICES TO BE PROVIDED

Section 1. Scope of Services. Woodbury Leadership Academy Charter School ("School") hereby retains Martin Law Firm PLLC ("Firm") to represent the School in its legal matters or in select legal matters as they arise. School has delegated Kathy Mortensen, its Executive Director, the power to engage the services of counsel.

ARTICLE II: COMPENSATION

Section 1. Rate of Compensation. The parties agree that the billing rate for all of the Firm's senior attorneys is \$265.00 per hour. Any work performed by legal assistants with the Firm will be billed at the rate of \$110.00 per hour.

Section 2. Billing. The Firm will keep an accounting of hours billed in increments of 1/10th of an hour. An invoice detailing the work done and the time spent will be sent to the School or its business office at the end of each month.

ARTICLE III: TERMS OF THE AGREEMENT

Section 1. Term. The contract will be valid until June 30, 2020 from the date this agreement is executed by both parties.

Section 2. Termination of Agreement. The contract may be terminated by either party 30 days from the date the other party receives notice of termination.

ARTICLE IV: GENERAL RESPONSIBILITIES OF THE PARTIES

Section 1. General Provisions Related to Legal Services. The Firm agrees:

- a. To decline any subsequent employment if the exercise of independent professional judgment on behalf of the School is likely to be adversely affected by the acceptance of the offered employment;
- b. To keep confidential information obtained in the professional relationship that would likely be detrimental to the School;
- c. To faithfully represent the interests of the School and to not bring any legal action,

conduct a defense or assert a position in litigation merely for the purpose of harassing or maliciously injuring any person;

- d. To seek the objectives of the School through reasonably available means permitted by law. The Firm may agree to the reasonable requests of opposing counsel which do not prejudice the rights of the School.
- e. To continue and not to withdraw from employment until the Firm has taken reasonable steps to avoid foreseeable prejudice to the rights of the School, including giving due notice to the School, allowing time for the employment of other attorneys and delivering to School all papers and property to which it is entitled.
- f. Upon withdrawal from employment, the Firm shall promptly refund any part of the fee paid in advance that has not been actually earned and the School shall pay promptly for any legal services which have been actually rendered.
- g. Adjustment of fees. The Firm annually adjusts the hourly fees for attorneys. The Firm will provide notice if the hourly fees change.

Section 2. General Provisions Related to Duties of the School.

- a. The School understands that the Firm's compensation in this matter does not include expenses and costs such as filing fees, deposition or transcript costs, mileage costs, document reproduction costs, witness fees, service fees, medical examinations, records or reports, expert witness fees, photographs, police records, private investigator fees, etc. The School understands that it will be billed monthly for expenses and costs as set forth in this agreement and further agrees to submit payment within 30 days of the date of that billing.
- b. The School understands that the Firm need not continue further with legal work until satisfactory fee and expense arrangements have been made in writing and that the Firm may discontinue representation and has the right to withdraw based on the nonpayment of legal fees or other charges.
- c. The School agrees to submit payment for invoices from the Firm within 30 days of receipt of the date of billing.
- d. Insurance. If the School has insurance that applies to attorneys' fees and costs, the School will notify the Firm. If the insurer does not cover any part of the billed fees or costs, the School agrees to pay the remainder when notified by the Firm.
- e. Records. The Firm maintains the pleadings and any settlement documents from any case handled by the Firm on behalf of the School for three years. All other records will be returned to the School upon completion of the matter.

WHEREFORE this Agreement was entered into on the date set forth below and the undersigned,

by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state the this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.

DATED: 5/2/2019

Woodbury Leadership Academy

By: Kathleen Mortensen

Title: Executive Director

DATED: May 1, 2019

Martin Law Firm PLLC

By: James K. Martin

James K. Martin

Title: Owner

RAPTOR[®]

TECHNOLOGIES

THE GOLD STANDARD IN SCHOOL SAFETY

Protect Every Child, Every School, Every Day
 Federal Tax ID #45-4914152
 GSA: GS-07F-127BA
 Buyboard: 498-15

Opportunity Owner Brooks Terry
 Quote Number 201905-26812
 Created Date 5/14/2019
 Expiration Date 6/14/2019

Account Name Woodbury Leadership Academy

Billing Address 600 Weir Dr
 Woodbury, MN 55125
 United States

Product	Product Description	Sales Price	Quantity	Total Price
Visitor Management Annual Access Fee	One (1) year Annual Software Access Fee (per location). Renewal fee is due on the anniversary month of purchase. Raptor Alert Monitoring service and technical support is included.	\$540.00	1.00	\$540.00
CR5400 ID Scanner	ID scanner for state issued identification cards -- 2 year limited warranty.	\$495.00	1.00	\$495.00
Database Activation Fee	One-time fee for provisioning and activating database storage (per location).	\$350.00	1.00	\$350.00
Dymo 450 Twin Turbo Label Printer	Badge printer for dual printing-- 2 year limited warranty.	\$200.00	1.00	\$200.00
Raptor Link Annual Access Fee	Annual Fee Per Building For Student Information System Integration.	\$100.00	1.00	\$100.00
Remote Installation and Training Fee	Remote web- and phone-based installation and training (per location).	\$0.00	1.00	\$0.00
Raptor Student Passes Box	Raptor student tardy passes (4 rolls/1200 count, 300 badges per roll). Quality guaranteed for one (1) year after purchase date.	\$50.00	1.00	\$50.00
Raptor Visitor Badges (White) Box	Raptor visitor badges (4 rolls/300 badges per roll). Quality guaranteed for one (1) year after purchase date.	\$50.00	1.00	\$50.00
Shipping and Handling Fee	Required on all new orders.	\$26.00	1.00	\$26.00

Grand Total \$1,811.00

Approved


SUBMIT PO's: To purchase, send purchase order to bterry@raptortech.com or fax to 713-880-2577.

NOT PAYING WITH A PURCHASE ORDER?

REMIT CHECK PAYMENTS TO:

Dept. 141 :: P.O. Box 4458 :: Houston, TX :: 77210-4458

For any other questions, email accounting@raptortech.com

To order additional or replacement equipment and supplies with a credit card, visit www.shop.raptortech.com

TERMS AND CONDITIONS:

1. Only hardware and supplies purchased through Raptor Technologies, LLC are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.

2. Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.

3. All purchases from Raptor are subject to the terms and conditions of the Raptor Subscription Agreement, which can be found at

Updated Raptor Quote

1 message

Brooks Terry <bterry@raptortech.com>

Tue, May 14, 2019 at 8:16 AM

To: "acahlander@wlamn.org" <acahlander@wlamn.org>

Good morning Amy,

Great chatting with you again this morning. I have included the quote we discussed here. Let me know if you have any questions.

Again, in order to purchase all I will need is a signed purchase order, or if you would like I can send you a link to pay via credit card.

Who will be the main point of contact for implementation?

Best,

Brooks Terry

Inside Sales Representative

bterry@raptortech.com

O: 713-880-8902 x202

C: 864-230-3799

raptortech.com

Designs for Learning Services, 2019-2020 CONTRACT FOR PROGRAM SUPPORT SERVICES

This contract (hereinafter referred to as "Agreement") is entered into on _____, 2019, between Woodbury Leadership Academy, located at 8089 Globe Drive; Woodbury, MN 55125, (referred to as "WLA") and Designs for Learning, 2233 University Ave W, Ste 450, St. Paul, MN 55114 (referred to as "DL").

RECITALS

1. WLA is a Minnesota non-profit corporation duly authorized and empowered by a Charter Agreement with the Minnesota Department of Education to form and operate a results-oriented Charter School under Minnesota Statutes Section 124D.10 - 124D.11.
2. DL is an educational consulting firm.
3. WLA's Board of Directors has authorized the school to enter into a contract for services to be provided by DL.
4. DL is willing to provide services for WLA commencing on July 1, 2019 subject to the terms of this Agreement and pursuant to the laws of the State of Minnesota.

IN CONSIDERATION OF THE RECIPROCAL PROMISES AND AGREEMENTS OF THE PARTIES, EACH AGREEING TO BE LEGALLY BOUND THEREBY, THEY HEREBY AGREE AS FOLLOWS:

SECTION I

The terms and services to be performed under this Agreement by DL and accepted by WLA's board are listed below and described in Attachments to this Agreement.

1. **Program Support: English Learner Program Coordination and potentially additional services as may be mutually agreed upon** Hourly

SECTION II

WLA's Board of Directors hereby retains full authority over and responsibility for its students and the program. DL will communicate with WLA on a regular basis with regard to subjects of mutual concern.

SECTION III

- A. Either party may terminate immediately or not renew this Agreement upon any of the following grounds:
 1. Loss of the school's charter;
 2. For violation of federal, state and local laws, rules or regulations;
 3. Withholding information necessary for DL to perform its services;
 4. Willful violation of any of the terms and conditions in this agreement by either party.
- B. Either party may terminate this Agreement for any other cause, upon 90 days notice in writing. During this 90 day period, DL will continue to provide applicable services in a timely manner and keep school finance, accounting, and personnel systems up to date. After this 90 day period, DL will transfer all school files, documents, and records in its possession to WLA.

SECTION IV

- A. With the exception of claims arising under Section IV D of this Agreement, any controversy or claim arising out of or relating to this contract, or the breach thereof, at the insistence of either party, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, unless parties agree mutually on another non-court dispute resolution process. Any claims arising under Section IV D may be instituted by DL in a District Court of the State of Minnesota.
- B. This Agreement may only be modified in writing, signed by both parties.
- C. Because DL and WLA can be named in lawsuits brought by parents, WLA employees, former employees, sponsors, and others, with regard to alleged personal injuries arising from acts of negligence by DL or WLA employees, each shall add the other as additional insured on their own comprehensive general liability insurance policies. Each shall keep said insurance in full force and effect for the duration of this Agreement. Each party agrees to indemnify and hold the other harmless from any damages arising from acts of their own directors, officers, employees and agents. Nothing herein shall be deemed to provide either party with insurance coverage arising from any failure of or claimed non- or mis-performance of either under contracts between them.
- D. WLA understands and acknowledges that DL is in the business of providing highly skilled individuals to provide services for charter schools and to serve in responsible positions at charter schools, and that hiring those individuals away from DL would undermine DL's business and cause significant and irreparable injury to DL. WLA therefore agrees that it will not accept any services similar to those which are provided or offered to it by DL from any individual that has rendered services to WLA on behalf of DL for a period of one year following the termination of the individual's services to WLA, and that it will not employ or attempt to employ or solicit for employment, any individual that has rendered services to WLA on behalf of DL, while that individual is providing services on behalf of DL pursuant to this Agreement and for a period of one year following the termination of the individual's services to WLA. WLA agrees that in the event that it breaches this Section IV D, DL shall be entitled to injunctive relief restraining WLA from employing or contracting with the individual or any business employing or contracting with the individual. WLA further agrees that DL shall be entitled to recover damages suffered as a result of any breach of this Section IV D, together with DL's reasonable attorneys' fees and litigation costs.
- E. In the event that a Court determines that any portion of Section IV D is not enforceable, the legality of the remaining portions shall not in any way be affected, and the Court shall enforce Section IV D to the extent that it is reasonable if it determines that any portion is invalid or unenforceable as drafted.

This Agreement shall terminate on June 30, 2020, unless terminated earlier as provided above or by mutual consent of the parties.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT AT ST. PAUL, MINNESOTA, THE DAY AND YEAR FIRST ABOVE WRITTEN.

Woodbury Leadership Academy

Designs for Learning

By Kathleen Mortensen

By 

Its Executive Director

Its President and COO

Contact information for Woodbury Leadership Academy:

Contact(s) names: Kathleen Mortenson

Email address(es): kmortensen@wlamn.org

Phone number(s): (651) 444-9335

Attachment No. 1

Program Support

Includes EL Program Coordination, Mandated Reporting, Evaluation, MARSS Coordination, STAR Reporting, Leader Support, and Specialized Consulting

English Learner Program Coordination: assistance in developing English Learner programs and coordinating EL services. Services DL will provide, as requested by school leadership, may include:

- Assess the effectiveness of the EL program; provide input to school leadership for ongoing program improvement
- Advise school leadership regarding what a successful program looks like and how to implement
- Support EL teachers and paraprofessionals: EL Coordinator can provide program support based on an extensive knowledge-base of good practices in teaching language
- Training for classroom teachers: EL Coordinator can train regular-education staff, to help them understand the needs of EL students and to support teaming between mainstream and EL teachers
- ACCESS testing administration support; and help staff interpret and utilize test results
- Serve as liaison with parents, to explain your school's EL services
- Ensure school distinguishes between EL and potential special education needs
 - Train cultural liaison to explain EL services across cultures

DL expectations of EL coordination clients:

- Director or other identified lead staff person to be accessible for communication
- Be responsive to requests for information pertinent to the school's EL program

Fees: All EL Coordination support services are billed at an hourly rate as shown in the table below. All plans (except Plan D) listed below are assumed to represent a one-year (school year) contract. Plans with the highest time commitments have the lowest possible hourly rates, while plans with fewer committed hours have higher hourly rates. Additional hours used above and beyond the plan minimum are billed at the same hourly rate as the initial hours; thus you will be "locked in" at the lowest hourly rate you select for the duration of the school year. Any hours up to the minimum that have not been used by the end of the school year will be billed for the current year and may not be "carried over" to another school year.

EL Coord. Support Rates		
PLAN	HOURS	RATE
A	200+	\$75/hour
B	100-199	\$80/hour
C	50-99	\$85/hour
D	-	\$90/hour

NOTE: Support Plan D above does not require a commitment to any specific amount of time, and therefore does not carry minimum hour requirements.

Mandated reporting: Hourly, support provided as requested by School Leadership

- Handle applications for federal Titles I, II III and IV funds in SERVS; required follow-up; and work with school administration and business manager amend the application if needed

- Draft and edit World's Best Workforce and School Improvement plans to meet state mandates
- Coordinate data sent to state and Authorizer as requested by school administration
- Alert school administrators to miscellaneous state reporting requirements
- Assist with charter renewals, as requested by school leadership

DL expectations of clients:

- In general, director or other lead staff person to be accessible for communication
- For Title funds administration, be available for meetings and provide information to DL in a timely fashion to facilitate application and management of school's Title funds in SERVS

Fee: Hourly, billed at \$85 an hour

Evaluation services: Hourly, support provided as requested by School Leadership

- Develop and monitor the school's data gathering process; analyze student assessment and program improvement data; can include designing and administering surveys
- Draft Annual Report, under the direction of Director/School Improvement Committee, to meet requirements of the Authorizer, MDE and school stakeholders
- Work with school staff to facilitate data-driven decision-making, based on school goals
- Work with school leadership to facilitate computer-based testing through the Northwest Evaluation Association (for schools which opt to do NWEA/MAP testing through Designs)
- Provide external evaluator services to evaluate grant-funded initiatives or other special projects as requested
- Additional reporting, evaluation or development of evaluation systems, and administration services not included in the above

DL expectations of clients:

- Director or other lead staff person to be accessible for communication
- Be responsive to requests for information pertinent to the school's goals

Fee: Hourly, billed at \$85 an hour

MARSS Reporting Coordination & Submission

- Coordinate with school front desk staff to set up and enter student data into the school's chosen Student Data Management System.
- Training will be provided to the school's front desk regarding enrollment paperwork, attendance and truancy reporting. DL staff will collaborate with school's administrative staff to ensure student data gathering practices are ethical and comprehensive.
- Communicate with school administration, Special Education team, English Learner Team, and Title Program staff to ensure students are properly identified and reported in MARSS (Minnesota Automated Reporting Student System).
- Work with students' resident districts to correct date overlap errors.
- Qualified MARSS Coordinators will review monthly MARSS data before submitting to the MN Department of Education.
- Complete MARSS upload to MARSS WES according to MDE's set deadlines. All MARSS submission deadlines will be met.
- Correct all MARSS WES errors for 100% clean MARSS submissions.
- Keep school administration apprised of data gathering changes as MN transitions from MARSS to edifi.

Fee: Hourly, billed at \$65 an hour

STAR Reporting: Designs for Learning will complete the Fall & Spring STAR reporting, in collaboration with the school's Administration.

Fee: \$85/hour

Leader Support Services:

- Challenge and support leaders' personal and professional growth, including mindfulness and emotional intelligence
- Assist with succession planning
- Support organization development, including "Reinventing Organizations" philosophy and culture
- As a knowledgeable former school director, serve as a "sounding board"
- Provide coaching through structured processes, including Intentional Change Theory
- Facilitate exploring non-traditional funding, e.g. for-profit subsidiaries, impact and program related investments
- Mentor education-oriented entrepreneurs

Note: These services can be for your organization's director, assistant directors, or other staff in leadership positions.

Fee: \$100-\$125/hour

Specialized Consulting:

- Grant writing and proposal development
- Comprehensive School Review: a facilitated process to assess organizational effectiveness and alignment with mission, vision and values; the review helps school leadership identify practical solutions to issues identified by school stakeholders.
- Strategic planning facilitation (available for all types of organizations; Comprehensive School Review sets the stage for more effective strategic planning in schools)
- Systems and organization development
- Director review process support
- Professional development planning for school staff
- Staff development centered on school goals and student learning plans
- Instructional coaching for teachers; helping teachers identify and address shortcomings and improve in the profession
- Facilitate school director search
- Charter school board training: DL crafts customized training for boards which can address the state-mandated topics of Governance, Finance, and Personnel
- Work Based Learning Program Coordination and Certification
- Literacy training and program development services to schools (can be based on the Orton-Gillingham model), including training for school staff and direct instruction to identified students

Fee: \$85/hour / as negotiated

Additional Terms

- Most services will be billed on a prorated monthly basis, unless otherwise stated. Additional services requested by the board and approved by DL will be billed on a monthly basis as incurred.
- Travel time to and from the DL office to provide on-site service is billable at the appropriate service offering rate, but we will make every effort to maximize value of all the time billed.
- Additional support that might require travel is billed at the current IRS approved mileage rates and lodging expenses approved in advance by both parties.
- Work may be performed on-site or off-site as appropriate.
- Invoices not paid within 30 days will be subject to late fees. Outstanding balances are charged at 1% per month, minimum of \$15.
- We recommend that the director of the school, the president of the school's board, and the President of DL (or their designees) meet two or three times to review the quality of currently delivered services and report their findings to the full board.

Cleaning bid

Prepared for Woodbury Leadership Academy

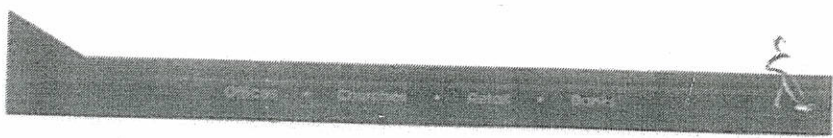
Date: March 14, 2019
 Project #
 Customer ID: Woodbury Leadership Academy
 Customer Project ID:
 Invoiced Monthly

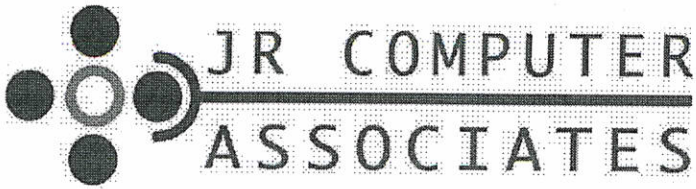
Description	Total Price Per Month
Monday to Friday cleaning services 7/1/19 to 6/30/20	\$2,950
Common Areas, Staff Lounge, Gymnasium, hallways.	
Empty all waste receptacles and recycling receptacles, change liners as needed.	Nightly
Hand dust all flat surfaces, filing cabinets, window ledges, etc., within reach	once a week
Spot clean marks on walls, door frames, hand and kick plates, doors, light switches, and glass	twice a week
Clean staff lounge, this to include tables, chairs, microwaves inside and out, sinks, countertops	Day porter
Spot clean glass to remove smudges and fingerprints	Nightly
Vacuum carpeted areas	Nightly
Vacuum entry matting	Nightly
Restrooms Maintenance	Nightly
Dust horizontal surfaces within reach	Nightly
Remove gun tar and other foreign substances from floor	Nightly
Report any fixture not working properly	Nightly
Clean and polish dispensers, chrome, mirrors, and wash basins	Nightly
Check and refill towel, soap and toilet dispensers	Nightly
Spot clean walls around sinks, towel dispensers, urinals, partitions and door frames	Nightly
Empty and clean sanitary napkin disposal units and replace liners	Nightly
Wet mop all floors with detergent/disinfectant solution	Nightly
Classrooms, Office Areas, Library, and Computer Lab	
Empty all waste receptacles and recycling receptacles, change liners as needed.	Nightly
Vacuum all carpeted areas	Twice per week
Sweep and dust mop hard surfaced floors	Twice per week
Wet mop hard surfaced floors	Twice per week
Periodic Duties	
Dust or vacuum air return vents and grills	Day porter
Edge vacuum all carpeted areas	Each Month
Specialty Services	
Truck mount Carpet cleaning, first and second floor carpets \$ 6,897.32	
Window washing first and second floor inside and out \$2,200	
waxing lunch room floors, \$1,000 per time/ waxing classrooms floors \$250 per classroom	
NOTE: Woodbury leadership Academy will provide cleaning supplies like paper towels, Toilet paper, Etc.	
this price doesn't include sales taxes	
	Subtotal \$ 2,950.00
	Sales Tax \$
	Total

3 input
 clean K-floors
 daily

ino's Cleaning, LLC: _____

2018-19: \$2600/mo





Keep Same

SERVICES AGREEMENT

This Agreement is entered into this 1st day of July 2018, by and between JR Computer Associates, Inc., a Minnesota corporation, and the client, Woodbury Leadership Academy [WLA], for professional and related services to be provided to WLA.

I SCOPE OF SERVICES

JR Computer Associates and its employees agree to complete the following tasks under the scope of this contract:

- Provide on-call phone support and regular system administration services for WLA staff and board.
- Provide computer consulting services for client, specifically: Remote Support and Product Research, Remote Technology planning, and Remote Vendor and technology product procurement as needed.
- Provide hardware maintenance services for client's computer and technology hardware. Please Note: this does not include cost of parts and materials.
- Provide website maintenance services and hosting for client.
- Inventory, image, and refresh laptops and ipads once per year.
- Provide assistance with getting MCA and MAP setup.
- Provide up to 8 hours regularly scheduled weekly on-site visits to WLA.

II FEES FOR SERVICES

For services provided by JR Computer Associates, Inc. fees will be billed on a retainer basis. The client will be given 25 "anytime" hours over the course of each month. Payment will be made at a rate of \$1200/month. Should JR exceed 25 hours in a given month, and it can be demonstrated as such to the director, the director may approve additional hours at a discounted hourly rate of \$55.00/hour prior to the work being done.

III BILLING AND PAYMENT

Invoices will be sent via e-mail or postal mail at a rate of 1 every month. Payment is due upon receipt of the invoice. Should payment not be received within 30 days of notice, project work will may be halted and an interest rate of 1.5 per month, 18% per annum, or the maximum lawful rate, whichever is less, will be charged. Should payment not be received within 90 days, this contract will be considered terminated.

**IV
TERMINATION OF AGREEMENT**

Unless otherwise terminated as provided herein, this Agreement can be terminated by either party at any point with 1 months' notice, or upon which it may be renewed by agreement of both parties. The contract will renew automatically monthly until either a new contract replaces it, or a party terminates it.

**V
TIME IS OF THE ESSENCE**

JR Computer Associates acknowledges and agrees that time is of the essence in the eyes of the client; therefore it shall render its services to client in a prompt and diligent manner. The client acknowledges though, that at times, small corporations face overwhelming levels of work, which may cause significant delays, and "immediate" service may not always be possible.

**VI
INDEMNIFICATION**

Subcontractor shall indemnify and hold harmless JR Computer Associates, its directors, officers, affiliates, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, resulting from negligent acts, errors, or omissions, whether active or passive, of JR Computer Associates, its directors, managers, partners, agents, employees, and subcontractors in performance of services required by this Agreement.

**VII
OWNERSHIP OF DATA, INFORMATION, AND DOCUMENTS**

All code and other information developed, written, prepared, or contributed by JR Computer Associates pursuant to this Agreement, shall stay the sole property of JR Computer Associates. Any trademarks or copyrights held by the client shall remain theirs if used on the website. Any code prepared as part of this agreement shall be held under a dual copyright between JR Computer Associates and the Client.

**VIII
STANDARD OF WORKMANSHIP**

All work performed under this Agreement by JR Computer Associates shall meet current professional standards for accuracy and quality as defined by relevant professional organizations, societies, or other recognized experts, and shall be performed in accordance with all applicable laws.

**IX
SUCCESSORS IN INTEREST**

This Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives.

**X
ASSIGNMENT**

Neither party shall transfer or assign its rights nor delegate its duties under this agreement, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld. Any attempt to effect an assignment, transfer, or delegation made without such written consent shall be null and void and confer no right on any third party.

**XI
WAIVER**

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

**XII
SEVERAL OBLIGATIONS**

Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

**XIII
AMENDMENT**

All changes or modifications to this Agreement shall be in writing and signed by both parties.

**XIV
GOVERNING LAW**

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by the laws of the State of Minnesota. Venue for any legal actions between the parties arising from this Agreement shall be in any state or federal court of competent jurisdiction located in Washington County, Minnesota.

**XV
ATTORNEY'S FEES**

If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses, in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

**XVI
ENTIRE AGREEMENT**

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

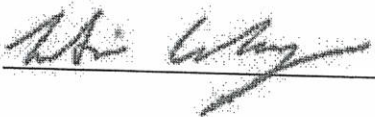
**XVII
SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**XIX
SIGNATURE CLAUSE**

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

JR Computer Associates, Inc.

By: 

Justin Gehring
President

By: _____

Dated: 7/1/2019

Dated: _____



School Year 2019-2020
Hennepin Healthcare-MVNA School Nurse Consultation

Please complete the following information and return with your contract:

School Name: Woodbury Leadership Academy State District # 4228
Address: 8089 Globe Drive
Woodbury, MN 55125

School tel # 651-571-2100 School fax # 612-656-3031

Director Name: Kathy Mortensen

Email: kmortensen@wlamn.org

Contact Person for School Nurse Consultant: Amy Cahlander

Phone: 651-571-2100

Email: acahlander@wlamn.org

Person(s) to get billing and service statements: Nancy Baumann

Name/email: nbaumann@wlamn.org

Name/email: _____

Grades served by your school: K-8

Anticipated total enrollment: 440

Anticipated # of NEW students for 2019-2020: 90

Anticipated # of students receiving Special Ed services: 50

Anticipated needs for on-site visit length and frequency:

2 hours per on-site visit (2 hours is the minimum visit time) with the frequency of:

- two times per week;
- weekly;
- every other week
- every month

Additional information that may be helpful in our planning: _____



Letter of Understanding for On-Site Staff Training/ Classes 2019-2020

Hennepin Healthcare MVNA
2000 Summer St NE, Ste 100 | Minneapolis, MN 55413

School Name: Woodbury Leadership Academy

Both PARTIES agree that MVNA Nursing Staff will provide On Site Class Training for:

Please Check the below:

Emergency Medication Administration (\$200, no class size limit)

OSHA/Blood-Borne Pathogens/Employee Right-to-know (\$200, no class size limit)

Date(s) Requested:	Time:	Class if more than 1 class is needed
<u>Friday mornings</u>	<u>8:15</u>	

Projected number in attendance? _____

PURCHASER NAME

MVNA Charter School Nurse

By: Woodbury Leadership Academy By: _____

Printed Name: Kathy Mortensen Printed Name: _____

Printed Title: Executive Director Printed Title: _____

Date: 4/18/19 Date: _____

**LICENSED SCHOOL NURSE CONSULTATION VISITS 2019-2020 RECEIVABLE
AGREEMENT**

THIS AGREEMENT made and entered into by and between HENNEPIN HEALTHCARE SYSTEM, INC., a public subsidiary corporation of Hennepin County, doing business as Hennepin County Medical Center ("HCMC"), 701 Park Avenue South, Minneapolis, Minnesota 55415-1676, and Woodbury Leadership Academy, hereinafter referred to as "PURCHASER" and collectively as the "PARTIES."

Witnesseth:

WHEREAS PURCHASER is seeking School Health Consultation Services.

WHEREAS, HCMC through MVNA's School Health Consultation Program, has demonstrated its School Nursing Services are suitable to the needs of the PURCHASER; and

WHEREAS the PARTIES need to define their respective rights and responsibilities;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the PARTIES agree as follows:

1. **TERM OF THE AGREEMENT**

HCMC agrees to furnish services to the PURCHASER during the period commencing: July 1st, 2019 and terminating on June 30th, 2020. The PARTIES may agree to renew this agreement subject to an annual review of terms and conditions, requiring the approval of both PARTIES.

2. **SERVICES TO BE PROVIDED**

HCMC will offer Licensed School Nurse Consultation Services, to be provided at a minimum of once per month during the academic year. (Services will be billed in 15 minute increments with a minimum of 2 hours billed per visit).

Services Offered:

The Licensed School Nurse (LSN) guides schools in providing and promoting a safe and healthy learning environment with such services as:

1. Assessment of the school health program and best practice recommendations in administration and management of the school health services. This will be completed on the initial visit to a school beginning services with us.
2. In ongoing visits the Licensed School Nurse will work with school administrations to assist them with:

- First Aid and minor illness management
- Identification of students and health planning for students with chronic and/or potentially life-threatening health conditions (individual health plans, emergency plans, 504 plans)
- Filing state immunization reports (as needed by the school).
- Participation in special education process
- Referral to community resources
- Staff training is available in areas of emergency medication administration and OSHA/ Employee Right-to-Know; other training may be available per request (see below).

Frequency of nurse services range from twice weekly to monthly depending on the school size and needs. Please contact us with further inquiries.

A school can designate that they only want the school nurse consultant to participate in the special education process, in which case the services would be limited to participation in special education process (such as assessments and periodic nursing related tasks).

As a consultation service the LSN provides guidance; we do not provide ongoing direct nursing care, nor do we delegate, monitor or supervise nursing tasks that have been assigned to the school.

On-Site Classes Offered: (Highly recommended to be scheduled at the beginning of each school year)

General staff training in areas of

- Emergency Medication Administration
- OSHA/Blood-Borne Pathogens/Employee Right-to-Know

** Classes require a signed letter of understanding of the services being provided in order to reserve the date and time requested.

3. **PAYMENT FOR SERVICES**

Site Visit Consultations: \$116.00/hour with a 2 hour minimum. Additional time will be billed in 15 minute increments.

Off-Site Consultation: \$100.00/hour will be billed in 15 min increments

On-Site Classes: \$200.00 for each class. No class size restrictions.

Invoices will be sent monthly after the service/s has been provided. Payment terms are NET 30 days. PURCHASER agrees that any amount not paid within 30 days of invoice will carry the lesser interest rate of 1 ½% per month or the greatest amount permissible by

law. Additionally, PURCHASER will pay all costs incurred to recover payments owed HCMC by PURCHASER.

4. INDEPENDENT CONTRACTOR

HCMC is and shall remain an independent PURCHASER for all services performed under this Agreement. HCMC shall secure at its own expense all personnel required in performing services under this Agreement.

5. INDEMNIFICATION

Each PARTY agrees to defend, indemnify, and hold harmless the other PARTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of PURCHASER, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of PURCHASER to perform any obligation under this Agreement.

6. INSURANCE

- A. HHS is a public corporation operating as a wholly owned subsidiary of Hennepin County pursuant to Minnesota Statutes section 383B.901. Pursuant to Minnesota Statutes section 383B.923, HCMC participates in the self-insurance program established by Hennepin County under Minnesota Statute Section 383B.155 and resolutions of the Hennepin County Board of Commissioners for general, automobile, professional, employment practices, public officials' liability exposures, workers' compensation and employer's liability. The tort liability limits for municipalities in the State of Minnesota pursuant to Minnesota Statute Section 466.04 are \$500,000 per claimant and \$1,500,000 for more than one claimant in a single occurrence.
- B. Purchaser agreed to maintain General Liability and Property Insurance that meets reasonable industry standards.
- C. Duty to Notify. PURCHASER shall promptly notify HCMC of any claim, action, cause of action or litigation brought against PURCHASER, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement. PURCHASER shall also notify HCMC whenever PURCHASER has a reasonable basis for believing that PURCHASER and/or its employees, officers, agents or subcontractors, and/or HCMC, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement. Failure to

provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

8. CONFIDENTIAL INFORMATION

- A. PARTIES acknowledge that during the term of this Agreement, PARTIES may have access to trade secrets, proprietary information, and confidential information. PARTIES agree to protect and preserve the confidential and proprietary nature of each other's confidential and/or proprietary information and shall not disclose such information to any other person or entity, except to the extent required to carry out the duties and responsibilities set forth in this Agreement, or as may be otherwise required by law.
- B. HHS acknowledges and that it is a Covered Entity, as defined by the Health Insurance Portability and Accountability Act (HIPAA). As such HHS and its personnel comply with protected health information privacy and security requirements under applicable federal and state law. Additionally, HHS is subject to the Minnesota Data Practices Act.

9. TERMINATION

This Agreement may be canceled with or without cause by either party upon thirty (30) day's written notice.

10. MISCELLANEOUS

- A. SUCCESSOR: HCMC binds itself, its partners, successors, assigns and legal representatives to PURCHASER for all covenants, agreements and obligations contained in the contract documents.
- B. MERGER AND MODIFICATION: It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.
- C. AMENDMENT: Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.
- D. SURVIVAL OF PROVISIONS: Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INSURANCE; CONFIDENTIAL INFORMATION; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and GOVERNING LAW.

- E. **CONTRACT ADMINISTRATION & NOTICES:** In order to coordinate the services of HCMC with the activities of Hennepin County Medical Center so as to accomplish the purposes of this Agreement

HCMC Contract Liaison:

Jill Johnson

Supervisor School Nurse Consultation

Hennepin County Medical Center / MVNA

2000 Summer Street NE, Minneapolis, MN 55413

jill.johnson2@hcmcd.org

612-617-4728

PURCHASER Contract Liaison:

Kathy Mortensen

Executive Director, Woodbury Leadership Academy

8089 Globe Drive, Woodbury MN 55125

kmortensen@wlamn.org

651-571-2100

- F. **COMPLIANCE WITH LAWS:** The PARTIES shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in connection with this Agreement.
- G. **CONFLICT OF INTEREST:** PARTIES affirm that to the best of PARTIES knowledge, PARTIES's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. PARTIES agree that, should any conflict or potential conflict of interest become known to either PARTY, PARTY will immediately notify each other of the conflict or potential conflict.
- H. **PROMOTIONAL LITERATURE:** PURCHASER agree, to the extent applicable, to not use the term "HCMC" or "MVNA" or any derivative in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of HCMC.
- I. **GOVERNING LAW:** The Laws of the State of Minnesota without giving effect to its conflict of law principles govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within Hennepin County, State of Minnesota or in the appropriate federal court within the State of Minnesota.
- J. **SEVERABILITY:** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions are not affected or impaired in any way.

- K. NON-SOLICITATION OF EMPLOYEES: PARTIES recognizes that each PARTY has a valuable employment relationship with its employees, and the PARTIES agree not to interfere with that relationship during this Agreement or the following twelve (12) months thereafter; and will not offer to employ, either directly or indirectly, any staff or personnel of PARTIES, or hire or otherwise engage any corporation, partnership or other entity affiliated with such individual, without PARTY's consent.

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PURCHASER NAME

The PURCHASER certifies that the person who executed this Agreement is authorized to do so on behalf of the PURCHASER as required by applicable articles, bylaws, resolutions or ordinances.

By: Woodbury Leadership Academy

Printed Name: Kathy Mortensen

Printed Title: Executive Director

Date: 4/18/19

HENNEPIN HEALTHCARE SYSTEM, INC.,
doing business as Hennepin HCMC Medical Center

By: _____

Printed Name: _____

Printed Title: _____

Date: _____

RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED PROJECTS TO BE UNDERTAKEN BY Woodbury Leadership Academy ^(name of charter school); ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

BE IT RESOLVED by the Board of Directors ^(Board of Directors, Board of Trustees or School Board) (the Board) of Woodbury Leadership Academy ^(name of city & state) (the Charter School) as follows:

1. Recitals.

- (a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the "Regulations") dealing with the issuance of obligations, all or a portion of the proceeds of which are to be used to reimburse the Charter School for project expenditures made by the Charter School prior to the date of issuance.
- (b) The Regulations generally require that the Charter School make a declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued series of obligations within 60 days after payment of the expenditures, that the obligations be issued and the reimbursement allocation be made from the proceeds of such obligations within the reimbursement period (as defined in the Regulations), and that the expenditures reimbursed be capital expenditures or costs of issuance of the obligations.
- (c) The Charter School desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

2. Official Intent Declaration.

- (a) The Charter School proposes to undertake the following project or projects and to make original expenditures with respect thereto prior to the issuance of reimbursement obligations, and reasonably expects to issue reimbursement obligations for such project or projects in the maximum principal amounts shown below:

<u>Projects</u>	<u>Maximum Amount of Obligations Expected to be Issued for Projects</u>
Acquisition and betterment of school facilities	\$16.5m

- (b) Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the Charter School will not seek reimbursement for any original expenditures with respect to the foregoing projects paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the reimbursement obligations.

3. Budgetary Matters. As of the date hereof, there are no Charter School funds reserved, pledged, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to provide permanent financing for the original expenditures related to the projects, other than pursuant to the issuance of the reimbursement obligations. Consequently, it is not expected that the issuance of the reimbursement obligations will result in the creation of any replacement proceeds.

4. Reimbursement Allocations. The Charter School's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the reimbursement obligations to reimburse the source of temporary financing used by the Charter School to make payment of the original expenditures relating to the projects. Each reimbursement allocation shall be made within 30 days of the date of issuance of the reimbursement obligations, shall be evidenced by an entry on the official books and records of the Charter School maintained for the reimbursement obligations and shall specifically identify the original expenditures being reimbursed.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.